

Lac La Biche County *Policy*

TITLE: ASB EQUIPMENT RENTAL

POLICY NO: ENV-63-014

RESOLUTION: 20.1057

EFFECTIVE DATE: JANUARY 12, 2010

DEPARTMENT RESPONSIBLE:
ENVIRONMENTAL SERVICES

NEXT REVIEW DATE: DECEMBER 1, 2022

POLICY STATEMENT:

Lac La Biche County, through the Environmental Services department, will provide rental equipment for agricultural purposes.

Equipment rental shall be available for use by ratepayers within the municipal boundaries or as otherwise approved by the Chief Administrative Officer or designate.

It is the intent of Lac La Biche County to provide rental services, which are not currently available through local commercial outlets. Lac La Biche County will make every attempt to avoid competing in this market or duplicating services provided within the municipality.

"Original Signed"
Chief Administrative Officer

December 14, 2020
Date

"Original Signed"
Mayor

December 15, 2020
Date

SPECIAL NOTES/CROSS REFERENCE: Procedure ENV-63-014, PI-62-005, Policy CS-10-012

AMENDMENT DATE: December 1, 2020

Procedure

TITLE: ASB EQUIPMENT RENTAL

PROCEDURE NO: ENV-63-014

RESOLUTION: N/A

EFFECTIVE DATE: JANUARY 12, 2010

DEPARTMENT RESPONSIBLE: ENVIRONMENTAL SERVICES

NEXT REVIEW DATE: DECEMBER 1, 2023

PROCEDURE:

1. The Agricultural Fieldman will be responsible for supervising the rental equipment program with input from the Manager of Environmental Services. Environmental Services will be responsible for booking, maintenance, payment receipting, and documentation of equipment rental activity. Finance Services may receive rental payments on behalf of Environmental Services.
2. Equipment can be reserved by phone, in person, by regular mail, email, or online using a dedicated reservation website or app. The ratepayer renting the equipment must include the following information:
 - i. name of individual or company;
 - ii. mailing address;
 - iii. phone number;
 - iv. type of equipment;
 - v. date(s) equipment is required.
3. Equipment shall be rented out on a first come first serve basis.
4. In the event that more than one request is received to book a specific unit of equipment, a waiting list will be created, and the following guidelines will apply:
 - i. The first individual or company on the list will be contacted when the equipment becomes available. If a reasonable attempt has been made to contact the individual without success, then it is the duty of staff to continue on to the next individual on the list until the equipment is rented.
 - ii. If the first individual or company on the list is unable to rent the equipment at the current time, then:
 - A. Their name rotates to the bottom of the list and staff will continue contacting others on the waiting list in the same order as listed in 4(i);
 - B. Staff can offer to book into another date that is open.
 - iii. In the event that a booking is confirmed and the renter defaults on the arrangements without a reasonable amount of notice (1 hour prior to booking time) they are held responsible for that rental fee or may forfeit any deposit paid, if applicable.
5. Renters shall sign a rental agreement and make payment prior to the receipt of the equipment unless other arrangements have been made with the Agricultural Fieldman or designate(s).

6. Equipment shall not be rented out if the renter refuses to sign the rental agreement, adhere to conditions on the agreement, or pay the rental fee in advance.
7. Equipment shall be picked up and returned between the hours of 8:30 a.m. and 4:30 p.m. from Monday to Friday unless other arrangements have been made with the Agricultural Fieldman or designate(s).
8. Renters shall be responsible for the loading/hook up and unloading/unhooking of equipment under the supervision of the Lac La Biche County staff, unless deemed unsafe as per safety policies and procedures.
9. Where rental equipment is assigned a day rate, a day is considered 24 hours from the pick-up time. The renter will be charged from the day and time the equipment is picked or expected to be picked up until the day the equipment is returned to the Lac La Biche County yard. There will be a minimum charge of one day. Weekend rental rate starts from any time on Friday to 9:00 AM on the following Monday or the next working day, if the Monday is a public holiday. Rental rates are to be published in the County's Schedule of Fees and Charges and or on the County's website.
10. The maximum rental period is seven (7) days for all equipment with rental fees, and fourteen (14) days for all equipment that requires only a deposit (no rental fees), unless otherwise approved by the Manager of Environmental Services, the Agricultural Fieldman or designate(s)
11. In the event that unforeseeable circumstances interfere with the use of the rental equipment it will be left up to the discretion of the Agricultural Fieldman or designate(s) to assess if additional charges will be levied for extended day use on the rental period.
12. Any disagreements on billings are to be dealt with by the Manager of Environmental Services or designate(s).
13. Lac La Biche County reserves the authority to waive rental fees for community and agricultural organizations such as (but not limited to):
 - i. 4-H Clubs and associated organizations;
 - ii. Lakeland Agricultural Research Association (L.A.R.A.);
 - iii. Agricultural Societies;
 - iv. Special events of an agricultural nature (i.e. Hoof-A-Thon).
14. Equipment is not available for use by commercial operations that derive monetary gain for themselves or their company.
15. Privilege to rent Lac La Biche County rental equipment may be withdrawn if rental equipment charges or other agricultural accounts payable charges are in arrears or if equipment is misused.
16. Lac La Biche County reserve the right to refuse rental requests.
17. The rental equipment program will be evaluated annually by the Environmental Services and be presented to the Agricultural Service Board.

- i. The members will review the equipment in service and determine which units will be retained, replaced or which, if any, new equipment will be purchased;
 - ii. The members will review and/or amend the equipment rental rates annually.
18. Rental equipment usage rates shall be reviewed at Agricultural Service Board meetings and submitted to Council annually for approval.
19. All equipment will be subject to an outgoing and incoming inspection by Lac La Biche County staff. As per the rental agreement, renters will be responsible for the cost of replacing a missing or lost equipment item, repair or cleaning costs on any equipment that is returned dirty or damaged including staff time. All damages and losses will be documented on the equipment file.
20. No repairs or alterations to equipment will be conducted without the permission of the Agricultural Fieldman or designate(s).
21. The Renter assumes liability for any accident, collision or other mishap that may occur while the equipment is being transported or used by the Renter.
22. The Renter shall indemnify and save harmless Lac La Biche County, its employees and agents from any and all claims, demands, actions and costs, including legal costs (on a solicitor/client basis) as well as claims from the Renter and third parties for any loss arising out of any rental equipment agreement, excluding any loss resulting from the negligence of Lac La Biche County or its employees or agents.

"Original Signed"
Chief Administrative Officer

December 14, 2020
Date

SPECIAL NOTES/CROSS REFERENCE: Policy 63-014; PI-62-005; CS-10-012; Schedule of Fees Bylaw

AMENDMENT DATE: December 1, 2020



SCHEDULE "A"

LAC LA BICHE COUNTY



PO Box 1679 Lac La Biche, AB, T0A 2C0
 Phone: 780-623-1747 Fax: 780-623-2039 (County Centre)
 email: agriculture@laclabichecounty.com

AGRICULTURAL RENTAL EQUIPMENT AGREEMENT

No.

Renter: _____ Phone #: _____
 Address: _____ Legal Land Description: _____

Unit # _____ Description _____

The rental period will be _____ to _____ 20__

Equipment out: Time: _____ Date: _____ Emp. Initials: _____

Equipment in: Time: _____ Date: _____ Emp. Initials: _____

Rental Charges	X	=			
Day		Rate	Total	<u>Cleaning/Damages/Comments</u>	

Amount of payment received..... _____

Cleaning/Damage..... _____

Total Charges..... _____

Conditions of Rental:

The undersigned renter hereby agrees to rent the aforementioned equipment (item) from Lac La Biche County on the following terms and conditions:

- 1) The renter hereby confirms that he/she is a resident and/or owner of the above legally described property.
- 2) Equipment shall be picked up and returned between the hours of 8:30 a.m. and 4:30 p.m., Monday through Friday, at the designated location.
- 3) Renters shall sign a rental agreement prior to the receipt of equipment and returned equipment shall be properly cleaned prior to return. If returned dirty, the renter will be charged a minimum cleaning fee of \$50.00.
- 4) Renters shall be responsible for the loading/hookup and unloading/unhooking of equipment under the supervision of Lac La Biche County staff.

- 5) No repairs shall be conducted, or arrangements made to have repairs conducted without prior approval from Lac La Biche County office.
- 6) The renter will be charged from the day the equipment is picked up until the day the equipment is returned to the designated location; there will be a minimum charge of one day. A Day Is 24 Hours from pick up time. Administration and the renter will decide if the renter will be charged on discretionary days prior to rental, (for example, rainy days and transportation time to and from the landowner’s work location).
- 7) The maximum rental period is seven (7) days for equipment with daily charges and fourteen (14) days for equipment requiring only a deposit, unless otherwise approved by the Manager of Environmental Services.
- 8) Any disagreements on billings are to be dealt with by administration and if the disagreement still exists, it shall be resolved by the Agricultural Service Board. The renter will be requested to present his/her disagreement/complaint either written or in person as a delegation at an Agricultural Service Board meeting.
- 9) The renter assumes all responsibility for any loss or damage to the said equipment (item) and agrees to pay the full cost of missing item replacement and all repairs, whether through accident, neglect or misuse.
- 10) The renter agrees that all rental charges, cleaning charges and damage charges will be due immediately upon return of the above described equipment (item) and that all collection fees, attorney fees, court costs or any other expense involved in the collection of rental charges will be borne by the renter.
- 11) Privilege to rent and or use Lac La Biche County equipment shall be withdrawn if rental equipment charges or other agricultural accounts payable charges are in arrears.
- 12) The renter hereby agrees that the rental equipment shall not be used in a manner to derive monetary gain for themselves or their company.
- 13) Equipment shall not be rented if the renter refuses to sign the rental agreement, adhere to all pertinent conditions on the agreement, or pay in advance the rental fee as per agreed to.
- 14) The renter assumes liability for any accident, collision or other mishap that may occur while the equipment is being transported or used by the renter.
- 15) The renter shall indemnify and save harmless Lac La Biche County; its employees and agents from any and all claims, demands, actions and costs, including legal costs (on a solicitor/client basis) including claims from the rental and third parties for any loss arising out of any rental equipment agreement, excluding any loss resulting from the negligence of Lac La Biche County or its employees or agents. The renter warrants the above information to be correct and hereby agrees to all conditions printed on this agreement.

Signed at Lac La Biche County Center Office

Date: _____

Renter’s Signature _____

Lac La Biche County Representative (Print Name)

Lac La Biche County Representative (Signature)