

## **MEMORANDUM OF UNDERSTANDING TREE PLANTER PROGRAM**

This agreement between the Dakota County Soil and Water Conservation District and the Landowner/Operator is entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2008.

This agreement is intended to provide both parties with a clear understanding of the duties and responsibilities designated to each party.

Rental charges for the use of the tree planter shall be \$50.00 per day. A minimum deposit of \$50.00 is required prior to delivery. This deposit will be applied to the payment for the total number of days the tree planter is rented. It is agreed that these charges from the landowner/operator to the District shall be paid within 30 days from the date of invoice. A 1.5% monthly service charge will be added after 30 days.

### **Operating the tree planter without a signed contract is prohibited.**

Any damages incurred to the tree planter, other than normal wear, shall be the responsibility of the landowner/operator and shall be billed to the landowner/operator.

In an effort to avoid scheduling delays and inconveniences to those waiting to use the tree planter, the following conditions have been established:

#### **I. District Responsibility**

- A.** The District shall deliver the tree planter to the landowner/operator. Upon completion of planting, the District shall pick up the tree planter from a pre-arranged site.
- B.** Upon request, the District shall provide any needed instructions regarding the use and care of the tree planter.
- C.** The District shall properly document any known mechanical or operational defects/problems before leaving the premises.
- D.** The District shall not be responsible for the outcome of the planted trees.
- E.** The District shall bill the landowner/operator for all of the days the tree planter is rented.

#### **II. Landowner/Operator Responsibilities**

- A.** The landowner/operator must use the tree planter for his/her own use. Loaning the tree planter to another landowner/operator is prohibited.
- B.** Custom work performed by the operator on land that is not pre-approved by the District is prohibited.
- C.** The landowner/operator shall exercise normal and reasonable care and maintenance of the tree planter while in his/her possession.
- D.** The tree planter shall be used only for that amount of time that has been previously arranged with the District.
- E.** The tree planter shall be used only on the fields that have been previously approved by the District.
- F.** All mechanical alterations to the tree planter must be pre-approved by the District.
- G.** The landowner/operator will adhere to the time schedule that has been arranged. When the tree planter is delivered to you, **Do Not Procrastinate.** Use the tree planter that day if weather conditions permit. Time is limited, so please use the tree planter as you have agreed.
- H.** The District must be notified immediately upon completion of planting to insure timely delivery to the next landowner/operator.

**III. Hold Harmless and Indemnification**

Landowner/Operator recognizes the hazards associated with the operation of the tree planter and personal safety requirements necessary to ensure the safe operation and use of this piece of equipment. To the fullest extent permitted by law, the Landowner/Operator agrees to indemnify Dakota County and/or District, their officers, employees, agents, and others acting on their behalf, to hold them harmless and to defend and protect them from and against any and all loss, damage, liability, cost and expense of any sort whatsoever, based upon, resulting from, or otherwise arising in connection with any actions, claims or proceedings (of any sort and from any source whatsoever brought), or any loss, damage or injury of any type whatsoever sustained, whether or not also caused in part by a party indemnified hereunder, by reason of any act of omission of Landowner/Operator, its officers, employees or agents, or any other person(s) or entity(ies) for whose acts or omissions Landowner/Operator may be legally responsible, in the performance of any Landowner's/Operator's obligations (whether expressed or implied) under this Memorandum of Understanding.

I have read, understand and fully agree with the terms as stated in this memorandum. I understand that any infringement may be subject to additional payments, penalties or waiver of recovery for damages. **Please sign below:**

\_\_\_\_\_  
**Landowner/Operator** \_\_\_\_\_  
**Date**

\_\_\_\_\_  
**Address** \_\_\_\_\_  
**Phone**

\_\_\_\_\_  
**Total Estimated Number of Days**

**Approved**

\_\_\_\_\_  
**District Representative** \_\_\_\_\_  
**Date**

***For Office Use Only:***

_____	Estimated completion time and date
_____	Date and time of delivery
_____	Actual completion date
_____	Tree planter inspection date
_____	Deposit
_____	Total rental amount
_____	Invoice number