

**Sweet Grass County Weed District
PORTABLE WASH RACK AGREEMENT**

The portable wash rack is available to government and private groups to educate the public on noxious weeds and to be used as a service to agencies, organizations and private individuals to reduce the spread of noxious weeds.

The use of the portable wash rack will be coordinated and monitored by the Sweet Grass County Weed Board or its representative.

If you wish to utilize the portable wash rack the following criteria and responsibilities must be met and this Agreement signed below with the Sweet Grass County Weed District.

User:

As a user of the portable wash rack you accept the following responsibilities and obligations and must sign a contract with the Sweet Grass County Weed District (Weed District).

- I agree to pay \$50.00 per hour (travel time included) for two Weed District employees to manage and operate the Equipment at your activity or pay \$25.00 per hour for one Weed District employee and supply a minimum of one person to help setup, operate, clean and pickup for return. The person provided will need to be trained prior to the use of the Equipment. Training will be conducted annually for staff and/or users of the Equipment.
- I agree to pay mileage of \$0.485 per mile to bring the Equipment to a specified location and return to the Weed District.
- I agree to pay a user fee of \$100.00 per day to be used for Equipment depreciation and replacement.
- I agree to pay for or replace fuel used by the Equipment. I understand the fuel tank will be full when I receive the Equipment from the Weed District. I understand I am responsible for filling the Equipment with fuel prior to its return to the Weed District. If I do not fill the Equipment with fuel prior to its return, I understand I will be billed for the amount of refilling the fuel tank.
- I agree to provide a location site that is level and accessible for a truck and trailer.
- I agree to supply the necessary water for the Equipment to operate. I understand the Equipment will need at least fifty gallons of water to operate.
- I agree to make sure that no studded tires or metal tracks go across the apron.

- I agree to have available a tank for waste water and take responsibility to dispose of it properly. I understand proper disposal depends upon the type of spraying which is completed. For example, if I spray vehicles that have oil or petroleum, I must make sure I have the proper wastewater disposal designation.
- If I use the Equipment for more than one consecutive day, I agree to store the Equipment in a secure location. A secure location includes either locking the Equipment in an enclosed structure or guarding the Equipment in a supervised area. I agree to pay for any loss or associated with damage to the Equipment for improper storage.
- I understand normal repairs and operational costs not provided for in this Agreement are the responsibility of the Weed District.
- I agree to pay for repairs and parts for damage due to the negligence by user or participant.
- I agree to indemnify and hold harmless the Weed District and Sweet Grass County against all claims, damages, losses, deficiencies, liabilities, costs, and expensed, including attorneys' fees, arising from my use of the irrigation well.
- I agree to carry at least \$45,000.00 in liability insurance to cover any losses that may occur while the Equipment is on my property or project.
- It is expressly understood that this Agreement contains all the terms and conditions upon which the undersigned agree to the rent the Equipment, and no representations, terms, or conditions are to be considered at any time or for any purpose which are not set forth in this Agreement. This Agreement is the full and final agreement and no oral modifications are allowed.
- If any provision of this Agreement is declared invalid, the remainder of this Agreement is still enforceable.

DATED this _____ day of _____, 2007.

USER

SWEET GRASS COUNTY
WEED DISTRICT