

808 3rd Street
Carlton MN 55718
(218) 384-3891



Established in 1961

Biochar Kiln Equipment Rental

Landowner/operator: _____ Date: _____

Address: _____

Phone: _____

Email Address: _____

Pick-up Date: _____ Anticipated Return Date: _____

Project location: (Parcel ID) _____

Type of burn planned:

Wildfire Fuels Reduction

Brush Management – Wildlife Habitat

Forest Stand Improvement

Woody Invasive Control

Brush Management Livestock Grazing

Acres treated: _____

Biochar to be used for:

Soil Amendment

Livestock Bedding

Other

General Terms and Conditions of SWCD Equipment Rental

Renter understands Renter is legally and financially responsible for Renter's actions. The Renter shall hold the SWCD, Carlton County, and the Officers, Agents and Employees of the SWCD and Carlton County harmless from all claims and liabilities arising from the use, operation, or storage of the equipment while in the possession of the Renter. The Renter shall indemnify the District for any losses, including but not limited to Workers Compensation claims, suffered due to the operation, transportation, use, or storage of the equipment by the Renter, Renter's employee, agent, or representative.

The SWCD shall not be liable to the Renter or any other party for any loss or damage resulting from a delay nor failure to perform due to unforeseen acts or events outside the SWCD's reasonable control. Such acts and events may include acts of God, acts of terrorism, war, fire, flood, epidemic, acts of civil or military authority, and natural disasters.

It is understood and agreed that the entire agreement between the Renter and the SWCD is contained herein and that this agreement, including additional terms and conditions specific to equipment being rented and any other attachments, supersedes all oral agreements and negotiations between the Renter and the SWCD relating to the subject matter hereof, as well as any previous agreements presently in effect between the Renter and the SWCD relating to the subject matter hereof. There are no express or implied warranties made part of this agreement.

The law of the State of Minnesota will govern this agreement. Proper venue and jurisdiction for all lawsuits, claims, disputes, and other matters in question between the parties to this agreement, or any breach thereof, shall be in the courts of the County of Carlton in the State of Minnesota. Should any dispute arise in the interpretation of any

provision of this agreement, Renter agrees any terms of this agreement alleged to be ambiguous shall not be construed against the District and the District agrees any terms of this agreement alleged to be ambiguous shall not be construed against the Renter.

Additional Terms and Conditions of SWCD Biochar Kiln Rental

This equipment is rented for use in burning woody biomass to create biochar. Any other use is not authorized. Do not burn plastics, waste liquids, fabrics, synthetics, or any other materials other than wood. Remove all nails, screws, or other fasteners from and wood to be burned. Water tank is for water only.

Kiln rental includes just the kiln. Associated equipment can be negotiated as needed and can include: 65 gallon water tank with garden hose (no pump), McCleod, square shovel, propane torch for lighting (no tank), garden trailer for site transport of kiln without wheels. Renter is responsible for picking up and returning kilns. Each kiln weighs around 300 lbs so renters should have adequate help to load and unload kilns and a safe transport in a truck or trailer with adequate tie down capability.

Wear fireproof gloves, eye protection, and any other safety equipment to prevent injury from burning material. Renter is responsible to know and follow all federal, state and local regulations on burning, and obtain needed burning permits as required. The SWCD recommends filling out a burn plan. (printable pdf available at CarltonSWCD.org/biochar)

Refer to best practices factsheet for most productive use of kilns to produce biochar.

Kiln rentals are for 3 days. Any damage to the Kiln or associated tools upon return will be assessed to the renter. The equipment is not deemed to be "returned" until inspected by an SWCD representative. Rental fees are due upon receipt of invoice. Late fees will apply

Equipment care, operation, and cleaning instructions have been reviewed with me, and I agree to all terms and conditions of this rental agreement including rental fees due for the equipment rented.

Renter Signature: _____ Date: _____

	Renter	SWCD Rep.
Equipment returned clean and fully operational.	_____	_____
or		
Equipment repairs needed due to misuse by this renter.	_____	_____
<i>(Repairs billed to renter separately following completion of needed repairs.)</i>		

Fees for this rental:

Item Rented	Rate	# of 3 Day Rental	Sub Total
Biochar Kiln	\$70		
Other Equipment	\$40		
		Rental Total	

x 7.375% tax _____

Total Due = _____

Rental fees need to be paid upon receipt of invoice. Late fees will apply