

**Western Iowa Grape Grower's Association  
Bird Netting Applicator Rental Agreement**

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This is a bird netting applicator rental agreement dated [redacted] between:

The Western Iowa Grape Grower's Association (the "Lessor")

-and-

[redacted] (the "Lessee")  
Western Iowa Grape Grower's Association Member's Name

The Lessor and Lessee are collectively the "Parties". In consideration of the mutual covenants and promises in this Agreement, the sufficiency of which the Parties acknowledge, the Lessor leases the Equipment to the Lessee, and the Lessee leases the Equipment from the Lessor on the following terms:

**Definitions**

The following definitions are used but not otherwise defined in this Agreement:

- a. "Equipment" means a vineyard bird netting applicator and trailer valued at approximately \$1,500
- b. "Total Loss" means any loss or damage that is not repairable or that would cost more to repair than the market value of the Equipment.

**Term**

**The Lease commences on the above mentioned date and will be for a period of 3 days (the "Term").**

**Rent**

**The rent for the Equipment will be \$10 per acre of bird netting applied or removed subject to a \$20 minimum charge (the "Rent") and the Rent will be paid within 7 days following the Lease commencement date via check payable to "Western Iowa Grape Growers Association" and mailed to the home address of the current Treasurer.**

**Delivery of Equipment**

The Lessee will, at the Lessee's own expense and risk, pick up and transport the Equipment from Jim Lang, Glenwood, Iowa 51534.

**Use of Equipment**

The Lessee will use the Equipment in a good and careful manner and will comply with all of the manufacturer's requirements and recommendations respecting to the Equipment and with any applicable law, whether state, local, or federal respecting the use of the Equipment, including, but not limited to, environmental and copyright law.

The Lessee will use the Equipment for the purpose for which it was designed and not for any other purpose.

Unless the Lessee obtains the prior written consent of the Lessor, the Lessee will not alter, modify, or attach anything to the Equipment unless the alteration, modification, or attachment is easily removable without damaging the functional capabilities or economic value of the Equipment.

**Repair of Equipment**

The Lessee will, at the Lessee's expense, keep the Equipment in good repair, appearance, and condition, normal and reasonable wear and tear accepted. The Lessee will supply all parts that are necessary to keep the Equipment in such a state.

If the Equipment is not in good repair, appearance, and condition when it is returned to the Lessor, the Lessor may make such repairs or may cause such repairs to be made as are necessary to put the Equipment in a state of good repair, appearance, and condition, normal and reasonable wear and tear expected. The Lessor will make the repairs within a reasonable time of taking possession of the Equipment and will give the Lessee written notice of and invoices for the said repairs. The Lessee will then reimburse the Lessor for the actual expense of said repairs within 10 days from signing the bird netting applicator agreement.

In the event of a Total Loss the Lessee will be liable for the replacement value of the Equipment FOB Iowa.

**Return of Equipment**

The Lessee will, at the Lessee's own expense and risk, return the Equipment to Jim Lang, Glenwood, Iowa 51534 prior to the end of the Term.

The undersigned parties agree to these covenants and promises:

[redacted]  
Lessor  
Western Iowa Grape Grower's Association  
By: an Officer of the Association

[redacted]  
Lessee  
Western Iowa Grape Grower's Association Member