

## METAL DETECTOR RENTAL AGREEMENT

The City of Belle Plaine ("City") owns a metal detector that may be rented to Contractors and their Subcontractors for the purpose of locating the metal property pins marking lot corners. The following person ("Contractor") wishes to rent the metal detector for the sole purposes of marking the lot corners on the property \_\_\_\_\_ in Belle Plaine.

Contractor Name: \_\_\_\_\_

Contractor License: \_\_\_\_\_

Address: \_\_\_\_\_

Phone: \_\_\_\_\_

Email: \_\_\_\_\_

### **Contractor agrees to the following conditions which govern Contractor's use of this metal detector:**

1. Contractor must provide a valid Minnesota I.D. card or driver's license.
2. Contractor must pick up and return the metal detector **on scheduled day and times to prevent no contact with others**. The metal detector must be dropped off at scheduled time or penalty in paragraph 4 will be incurred.
3. Contractor may use the metal detector free of charge providing a valid credit card is filed with the City. The credit card will be held for a \$500.00 deposit which will be used to make repairs or provide for a damaged, lost, or unreturned metal detector, if necessary. The required deposit must be made in advance.
4. If the metal detector is not returned by the time specified in paragraph 2, Contractor will be charged a penalty of \$75.00 per day. The metal detector must be used only for marking the corners on the property identified above. If it is used for any other purpose, Contractor will be charged the aforementioned penalty for each unauthorized use of the detector.
5. Contractor must return the metal detector in as good a condition as when Contractor picked it up. Contractor must reimburse the City for the cost to repair any damage incurred while in Contractor's possession and to replace the detector if it is destroyed beyond repair, lost, or never returned.
6. Contractor must pay the City any amounts owed under paragraphs 3, 4, and 5 at the time of returning the detector to the City. If it is never returned, Contractor must pay the city the amounts due within 15 days after a City invoice is mailed to the address listed above. If the Contractor is a resident of the City, any amounts not paid will be added to Contractor's utility bill for the property listed above. If the Contractor is not a City resident and/or the amount due is not paid as part of the utility bill, the City may certify the unpaid amount plus penalty and administrative fee to Scott County for collection with the property taxes for the property listed above.
7. Contractor agrees and acknowledges property pins shall not be removed or disturbed, and that the locating property pins by metal detector is not survey accurate nor does it constitute a survey of the property.
8. Contractor agrees and acknowledges on behalf of himself/herself and any other users of the metal detector that use of the metal detector may carry a risk of personal injury. On behalf of himself/herself and any other user, Contractor agrees not to make a claim against the City for injuries or damages that occur as a result of using the metal detector. Contractor agrees to hold the City harmless and to indemnify the City from all costs, claims and suits that may be brought as a result of the use of the metal detector.
9. An operational manual is included in the metal detector case and shall be returned with the metal detector.
10. The Contractor agrees to be the sole authorized user of the metal detector.

CONTRACTOR SIGNATURE: \_\_\_\_\_ DATE: \_\_\_\_\_

**PICK UP DATE & TIME/DROP OFF TIME**

Assigned date of pick up: \_\_\_\_\_

Assigned pick up time: \_\_\_\_\_

Assigned drop off time: \_\_\_\_\_

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Staff use only

Date of drop-off: \_\_\_\_\_

Time of drop-off: \_\_\_\_\_

*Staff Initials:* \_\_\_\_\_

**COMPLETE CREDIT CARD INFORMATION  
ON PAGE 3**

**METAL DETECTOR DEPOSIT**  
(Shred this page when detector has been returned.)

**For internal use only**

**CREDIT CARD:**

**Card #** \_\_\_\_\_ - \_\_\_\_\_ - \_\_\_\_\_ - \_\_\_\_\_ **EXP Date:** \_\_\_\_/\_\_\_\_

**Card Holder Signature:** \_\_\_\_\_

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