

Tarp Lease Agreement

This Tarp Lease Agreement ("Agreement") is entered into between Eastern Oregon Silage Covering, LLC, an Oregon limited liability company ("Lessor"), and the undersigned customer ("Lessee").

1. Policy Statement

This Agreement governs the seasonal lease of agricultural tarps provided for covering hay, silage, and similar agricultural commodities. Use of the tarps for covering structures or equipment is prohibited unless expressly authorized in writing by Lessor.

2. Lease Term

The lease term shall commence on the date the tarp is installed ("Installation Date").

The tarp may remain in place for a period of one (1) calendar year from the Installation Date. Lessee agrees to allow removal on or before the expiration of the lease term.

Any tarp remaining in use beyond one (1) calendar year shall be subject to an extended-term fee. Such fee shall be determined by Lessor based on the dimensions of the covered area and the original base rate.

3. Installation and Maintenance

All tarps shall be installed exclusively by Lessor.

Routine maintenance, seasonal adjustments, and standard upkeep during the lease term shall be performed by Lessor.

Lessee agrees not to:

- Remove, reposition, modify, or alter the tarp
- Add attachments, patches, or reinforcements
- Interfere with anchoring systems or tensioning
- Use the tarp for any purpose other than its intended agricultural use

Lessee shall promptly notify Lessor of any issues, including but not limited to loosening, pooling, or potential wind damage.

4. Wear and Damage Standards

Normal Wear and Tear

No charges shall be assessed for reasonable wear and tear resulting from proper agricultural use during one season, including:

- Minor UV fading
- Light surface scuffing
- Minor weather-related stress

Damage Due to Improper Use

Lessee shall be responsible for damage resulting from:

- Unauthorized modification or adjustment
- Interference with installation or anchoring
- Damage caused by equipment, livestock, sharp objects, or chemicals
- Negligence or intentional misuse

Repair or replacement costs shall be based on actual material and labor expenses incurred by Lessor.

5. Damage Assessment

Tarps shall be inspected:

- During annual inspection, or
- Upon removal at the end of the season

Lessor shall provide an itemized invoice for damage exceeding normal wear and tear. Payment is due within thirty (30) days of the invoice date.

6. Risk of Loss

Lessee assumes all risk of loss, theft, or destruction of the tarp during the lease term. If a tarp is not recoverable at the time of scheduled removal, Lessee shall pay the full replacement value as determined by Lessor.

7. Limitation of Liability

To the fullest extent permitted under Oregon law, Lessor shall not be liable for any indirect, incidental, consequential, or special damages, including but not limited to loss of crops, feed quality, profits, or business interruption arising from the use or failure of the tarp.

8. Indemnification

Lessee agrees to indemnify, defend, and hold harmless Lessor from and against any and all claims, damages, liabilities, and expenses arising out of Lessee's use, misuse, or possession of the tarp.

9. Governing Law and Venue

This Agreement shall be governed by and construed in accordance with the laws of the State of Oregon.

Any legal action or proceeding arising under this Agreement shall be brought exclusively in the state courts located in the county where Lessor's principal place of business is located, and the parties hereby consent to such jurisdiction and venue.

10. Entire Agreement

This Agreement constitutes the entire agreement between the parties and supersedes all prior agreements or understandings, whether written or oral.

Any modifications must be in writing and signed by both parties.

11. Acceptance of Agreement

By signing below, Lessee acknowledges that they have read, understood, and agree to the terms and conditions of this Agreement.

LESSOR: Eastern Oregon Silage Covering, LLC

Name: Daniel Puerta Ramirez

Title: Owner

Address: PO Box 55

City/State/ZIP: Boardman, OR 97818

Phone: 541-561-3944 Email: daniel.puerta@eocovering.com

Signature: _____ Date:

LESSEE:

Name:

Title:

Address:

City/State/ZIP:

Phone: Email:

Signature: _____ Date: