

Lawrence Soil and Water Conservation District Rental Agreement for Equipment

THERE IS A \$30.00 MINIMUM RENT/USEAGE ON THE FERTILIZE SPREADER AND ALL PIECES OF EQUIPMENT ARE A \$50.00 MINIMUM RENT/ USEAGE

_____ John Deere 1750 No-Till Corn Planter - \$10.00/acre / _____ John Deere 7000 No-Till Corn Planter - \$10.00/acre
_____ Mark 7 Tye 7" No-Till Drill - \$10.00/acre / _____ 2007 7" No-Till Drill - \$10.00/acre
_____ Stoltzfus 2 ton Lime Spreader - \$2.00/ton / _____ Fertilize Spreader - \$30.00/day

1. **I assume full liability and responsibility for damages to, or caused by District equipment (beyond normal wear), from the time I obtain the equipment until it is returned to the place of storage unless other arrangements are made. All equipment will be transported during daylight hours and no faster than twenty-five miles per hour.**
2. **I will provide transportation to and from the designated point of storage or pickup. All necessary measures will be taken to ensure the proper transport of the equipment. (Examples: Use of safety chains and strapping/tying down.) The equipment will be stored in a dry place when not in use.**
3. **I agree to clean and grease the equipment after its usage. A charge of \$25.00 will be assessed if this is not performed after use.**
4. **A Rental Agreement must be signed every time a piece of equipment goes out. Subsequent uses will also require a new agreement and be subject to usage minimums.**
5. **I agree to use the equipment immediately, weather permitting, and return the equipment to the SWCD promptly after use. A \$25.00 per day fee will be charged for equipment kept longer than 3 days (unless other arrangements are made and approved by the District). The District will be notified at 740-867-4737 when finished with equipment so that the next renter may be notified.**
6. **Any and all needed repairs MUST be reported to the District and all repairs will be performed by the District.**
7. **Equipment will not be used in areas that the District determines could result in damage to the equipment. Equipment may not be used on slopes greater than 16%.**
8. **The SWCD is not responsible for planting failures due to Renters improper use, calibration, or depth settings, or weather conditions, or insufficient germination due to improper timing of planting outside of the USDA-NRCS Appendix A- Seeding tables for the OSU Extension Ohio Agronomy Guide.**
9. **The Renter is responsible for ensuring the seed rate is adequately set for the desired outcome prior to planting. The SWCD is not responsible for under-seeding or over-seeding.**
10. **Do not turn corners while corn planter or drill cutters/disc are in the ground this can result in damage to the equipment.**
11. **All payments must be paid within 30 days from invoice date, or date of equipment return, or a 1.5% interest will be added to your account. The Lawrence SWCD has the right to turn any or all accounts over to the Lawrence County Prosecutors Office if not paid in full. Additionally: EQUIPMENT CANNOT BE RENTED IF PAYMENT IS STILL DUE FOR PREVIOUS YEARS USAGE.**
12. **I certify that I have liability insurance of the vehicle used to transport the equipment, and this insurance also applies to the equipment being towed/hailed with the vehicle.**
13. **I waive, give up and release any claim, demand or cause of action, and agree to indemnify and hold harmless the Lawrence Soil and Water Conservation District, Lawrence County, all agents, employees or any other person employed by or acting for the District and Lawrence County, including attorney fees, arising from the use of the equipment rented herein, including but not limited to the following:**
 - **Claims, demands, causes of action, losses occasioned by use of the rental equipment by any person,**
 - **Damages because of bodily injury (including death) arising from the use of the rental equipment, sustained by any person or persons,**
 - **Claims arising on account of damaged property arising from the transportation or use of the rental equipment,**
 - **All claims, demands, or causes of action asserted by any person, arising from the use of the rental equipment, in connection with any claim of plant disease, animal disease, or any other related claim alleged to have occurred during or caused by the use of the rental equipment, including transfer from any other source.**
14. **I will not use, transport, store the rental equipment or allow the rental equipment to be transported upon or across land or premises where plants or animals with transmittable diseases are: LOCATED, HAVE HAD ACCESS TO/BEEEN PLANTED IN/STORED OR STOCKPILED, WASTE WAS DISPOSED OF (Such as spreading manure) or WHERE ANY POSSIBLE CONTAMINATION OF RENTAL EQUIPMENT MAY OCCUR.**

-Over-

15. I do agree to pay for parts and labor at the rate of \$20.00 per hour (if it can be fixed at the SWCD) or actual cost if it must be sent to a shop to be repaired.
16. The district reserves the right to pick up equipment if it is not being used in a timely manner.
17. No out of county use, unless landowner farm is spilt by county line.

In order to avoid late fees, this equipment should be returned to the designated location no later than _____ at _____ am/pm.

IT IS MUTUALLY AGREED THAT:

1. This agreement authorizes the Lawrence Soil and Water Conservation District, or its representatives to perform duties related to their job on Landowner's property.
2. Neither the District or its representatives, nor the landowner or operator, will be liable for any damages to the other's property in carrying out the provision of the agreement, unless such damage is caused by negligence or misconduct.
3. Signing this agreement, will allow the Lawrence Soil and Water Conservation District and/or its representative access to my property for the purpose of floodplain, storm water or urban inspections, house numbering, site investigations, repairs, retrievals, farm visits, and any other functions required to perform the duties related to their job.
4. This Cooperative Conservation Agreement shall remain effective until terminated by either the landowner, the Soil and Water District, by transfer of ownership of the land, or said agreement is completed and finalized.

SETTING LIST – OFFICE USE ONLY

Anticipated Acres/Days/Tons to be Used: _____

Seed Type(s): _____

Lbs./Population per Acre: _____

Drill Setting(s): _____

Planter Setting(s): Seed: _____ Fertilizer: _____

CHECK IN AND OUT LIST - OFFICE USE ONLY

Date out: _____ Date in: _____ Cleaned: _____ Greased: _____

Acreege meter reading out: _____ Acreege meter reading in: _____ Total Acres/Tons/Days: _____

Rental Fee: _____ Cleaning Fee: _____ Tax: _____ Amount Due: _____

Date payment received: _____ Check #: _____ Receipt #: _____

Witness (SWCD Employee): _____ Date: _____

District Supervisor: _____ Date: _____

****RENTER MUST FILL OUT ALL INFORMATION IN THE BOX BELOW****

Printed Name: _____

Address: _____

Phone: _____

Signature: _____