



Licking County Soil and Water Conservation District

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FORM #

**EQUIPMENT RENTAL AGREEMENT
GREAT PLAINS 706 NO-TILL DRILL
(Warm Season Drill)**

Renter Information:

Name: _____ Home Phone: _____

Address: _____ Cell Phone: _____

City: _____ State: _____ Zip: _____

The renter and the Licking County Soil & Water Conservation District hereby agree as follows:

Renter agrees to the payment of \$10.00 per acre in exchange for the use of the Warm Season Grass No-till Drill provided by the Licking County Soil & Water Conservation District.

Renter is planting _____ acres x \$10.00 = _____ Total (**5 acres minimum charge**)

A \$50.00 deposit is required when drill is picked up by the renter.

Rental payments of \$10.00 per acre will be due, balance in full, within 30 days following equipment use. Unpaid accounts after 30 days will be charged a 2% per month (24% per annum) finance charge until balance is paid in full.

Checks will be made payable to the Licking County Soil & Water Conservation District, 771 E Main Street, Suite 100, Newark, OH 43055.

The renter agrees to immediately use the Drill after picking-up and to use and care for the equipment in a careful and prudent manner. Equipment shall be returned in the same condition as it was received. Reasonable wear and tear and defects in material or workmanship are acceptable. If, upon its return, the equipment is not in such condition, the renter will be liable for the cost of repairs, or the renter may repair the equipment upon District approval. **If the drill is returned with seed left in the drill, renter will be subject to a \$20 clean-out fee.**

If in the opinion of the District representative, the equipment is not being used to its capacity or the equipment is being used beyond its capacity or in an abusive manner, the District may remove the drill from the Renter's possession.

HOLD HARMLESS CLAUSE

“To the fullest extent permitted by law, the renter agrees to defend, pay in behalf of, and hold harmless the Licking County Soil & Water Conservation District against any and all claims, demands, suits, losses, including all costs connected therewith, for any damage which may be asserted, claimed or recovered against or from the use of the Drill, its elected and appointed officials, employees, volunteers or all others working in behalf of the Licking County Soil & Water Conservation District, by reason of personal injury, including bodily injury and death; and/or property damage, including loss of use thereof, which arises out of the alleged negligence of use of Drill and/or in any way connected or associated with this contract”.

If the equipment is vandalized while in the possession of the renter, the Renter will be held responsible for such repairs.

The Licking County Soil & Water Conservation District, its supervisors and employees shall not be held liable for any incidental or unforeseen damages including crop failure from any cause, which may result from rental, use, transportation, or failure of the equipment.

The undersigned (renter of equipment) has provided a current “Certificate of Insurance” or documentation of insurance for renting the equipment. This insurance has a minimum liability limit of \$100,000 for each occurrence, \$300,000 aggregate bodily injury and \$100,000 property damage liability or a combined single limit of \$300,000.

I (the renter) understand and agree to the above rental terms:

Renter Signature _____ Date _____

LCSWCD staff signature _____ Date _____

Certificate of Insurance Received _____ (Yes/no)

Checked for Safety Before Departure _____
(Staff) *(Date)*

Provided Operational & Safety Instructions _____
(Staff) *(Date)*

Operator’s Signature, received operational & Safety Instructions _____
(Operator) *(Date)*

Staff Checked In Equipment _____
(Staff) *(Date)*

Meter Finish _____

Meter Start _____