



Equipment Rental Agreement

Renter's Information:

Name: _____ Date: _____
Address: _____
City: _____ Zip: _____ Township: _____
Phone: _____ Cell# _____

Contractor Information:

Information is the same as above.

Name: _____
Phone: _____
Cell #: _____
Crops: _____

Equipment Delivery Location:

Farm: _____
Address: _____
City: _____
Approximate Acres of Use: _____

Equipment Description:

Kasco Manufacturing - Versa Drill: 4' ATV drill. Working Width 4 feet: 9 - inch opener spacing; standard gain seed (2.5 bu. Capacity); native grass seed box (2.0 bu. Capacity). An ATV or small tractor is required for field work.

Rental Rate:

Equipment is rented on a per day basis. There is a \$100 deposit.

- \$150 for 1 Day
- Each additional day is \$75

Full payment is due within 30 days of statement date. A 2% per month late fee will be charged for any unpaid balance 30 days after statement date. The Warren County Soil & Water Conservation District (the "District") will require a full deposit in advance when the Renter has been delinquent for 60 days or more from a previous use of any rental equipment.

Rental Terms:

1. Equipment will be transported during daylight hours only by a District Technician. Renter may not transport equipment.
2. Renter will have and use the equipment for no more than three (3) days. Renter agrees to seed immediately, weather permitting.
3. The Equipment is only for use in Warren County, Ohio.
4. Renter may not sublet, permit use by or loan the Equipment to any other person or entity.
5. Fertilizer will not be used in the drill as the boxes are for seed only. The District or District Technician is not responsible for providing seed or for any seed loss due to adjustments needed for drill usage.
6. The drill is to be pulled at a **maximum of four (4) mph** and **cannot be turned with the units in the ground**.
7. A Late Return Fee of \$100 per day, may be assessed when Equipment is not returned in three (3) days beginning the date of delivery. Renter will notify the District immediately of any damage or problems to the equipment that has occurred before or after my use. There will be additional charges added to Renter's bill for repairs, parts and labor.
8. A \$100.00 Cleaning Fee will be assessed if the seed boxes have not been cleared out after use and/or if the drill has excessive mud and debris not removed from the coulters, etc.



9. The District reserves the right to remove or deny the use of Equipment at the District's discretion.

10. **All General Conditions on page 3 are incorporated herein and made a part of "this Agreement".**

I acknowledge I have read and agree to all of the Rental Terms and shall be legally bound thereby.

Renter's Signature: _____ Date: _____

District Representative: _____ Date: _____

OFFICE USE ONLY:

Drop Off Date: _____ Time: _____ Pick Up Date: _____ Time: _____

Bill # & Date _____ / _____ Amount/Minimum Due \$ _____

2nd Billing – Bill # & Date _____ / _____ Amount Due \$ _____

3rd & Final Billing – Bill # & Date _____ / _____ Amount Due \$ _____

Cleaning Fee Charged \$ _____ Repairs or Parts \$ _____ Late Fee (\$100/Day)\$ _____

Name of Technician that transported drill _____



GENERAL CONDITIONS OF EQUIPMENT RENTAL AGREEMENT

- 1) **INSPECTION, CONCLUSIVE PRESUMPTION.** Renter acknowledges and agrees that at the time of the delivery to Renter by a District Technician, the Renter has inspected the Equipment, and unless Renter, in writing, notifies the District's employee, at time of delivery, of any defect in or other objection to the Equipment, the Renter agrees that it shall be conclusively presumed that Renter has inspected and acknowledged the Equipment is in good condition and repair, and that Renter is satisfied with and has accepted the Equipment in such good condition and repair.
- 2) **DISCLAIMER OF WARRANTIES.** THE DISTRICT MAKES NO WARRANTIES, EXPRESS OR IMPLIED, AS TO ANY MATTER WHATSOEVER, INCLUDING, WITHOUT LIMITATION, THE CONDITION OF THE EQUIPMENT, ITS CAPACITY, ITS PERFORMANCE, ITS FITNESS FOR RENTER'S INTENDED PURPOSE, OR THAT IT WILL MEET THE REQUIREMENTS OF ANY SPECIFICATIONS. THE DISTRICT FURTHER DISCLAIMS ANY LIABILITY WHATSOEVER FOR LOSS, DAMAGE, OR INJURY TO THE RENTER OR THIRD PARTIES AS A RESULT OF ANY DEFECTS, LATENT OR OTHERWISE, IN THE EQUIPMENT.
- 3) **INDEMNITY, HOLDHARMLESS AND RELEASE OF THE DISTRICT.** The Renter shall indemnify, hold harmless and release the District, its Supervisors, officials, employees, agents, and insurers, from any and all claims, actions, suits, proceedings, costs, expenses, damages, and liabilities, including attorney fees, costs and litigation expenses, arising out of, connected with, or resulting from the Equipment or this Agreement. Renter shall further indemnify the District, its Supervisors, officials, employees, agents, and insurers, from any and all loss or damage to the Equipment during the rental period. Renter acknowledges and agrees that this indemnity, hold harmless and release clause, includes without limitation, Renter's assumption of any and all liability for personal or bodily injury, death or disability of Renter or third persons during Renter's possession, use, operation, control, or handling of the Equipment.
- 4) **RISK OF LOSS.** The District shall not be responsible for loss or damage to property, material, or equipment belonging to Renter and any third persons directly or indirectly associated with Renter's renting, control, possession, use, operation, or handling of the Equipment during the Rental period. The District has encouraged Renter to obtain appropriate equipment floater insurance against such risk of loss. The Renter and its insurers waive all rights of subrogation against the District for any losses.
- 5) **DEFAULT; REMEDIES.** Should Renter default in payment of the rent, or surrender possession of the Equipment to the District with any damage or in need of repair and/or replacement, the District shall be entitled to sue for and recover all unpaid rents, and other payments due for repairs and/or replacement.
- 6) **REMEDIES CUMULATIVE; NO WAIVER; SEVERABILITY.** All remedies of the District hereunder are cumulative and may be exercised concurrently or separately, and the exercise of one remedy shall not be deemed to be exclusive or preclude the exercise of any other remedies. No failure on the part of the District to exercise and no delay in exercising, any right or remedy shall operate as a waiver. If any term or provision of this Agreement is found invalid, it shall not affect the validity and enforceability of all remaining terms and conditions of this Agreement.
- 7) **COSTS AND EXPENSES.** The Renter shall pay all of the District's costs and expenses, including reasonable attorney fees, incurred by the District in exercising its rights or remedies, and enforcing this Agreement.
- 8) **ENTIRE AGREEMENT.** This Agreement constitutes the entire agreement between the District and the Renter. No oral representation or promises shall be binding. This Agreement may not be assigned, amended, altered, or changed except by a separate written agreement signed by all the parties hereto.