

APPENDIX F

Section I: Sample Equipment Rental Agreement

The sample form shown here may be modified to better reflect the types of equipment leased. It is suggested that at the time of lease, the district should make a copy of the completed and signed original, give a copy to the customer, and retain the original at its office.

_____ CONSERVATION DISTRICT EQUIPMENT RENTAL AGREEMENT

The _____ Conservation District (Lessor), located at <ADDRESS>; Phone: <PHONE NUMBER>; leases to the undersigned customer the following described equipment:

<Equipment Name>

Name _____ (Lessee)

Address: _____

Phone: _____

Equipment Rental Rate: \$__._ per acre for all uses. Acreage is determined by meter located on equipment.

Start date: _____ Begin Meter: _____

Finish date: _____ End Meter: _____

DATE AND TIME EQUIPMENT WILL BE RETURNED:

(Lessee will be assessed a late fee if the equipment is not returned in a timely manner)

_____ Actual Acres Used: _____

Damages or missing items noted by Lessee prior to removal from SWCD office:

TERMS

The Lessee is responsible for transporting the equipment to and from the _____ County Soil and Water Conservation District office. When the Lessee schedules the equipment, office personnel will specify when the equipment is to be returned. If the Lessee does not return the equipment to the SWCD office prior to or at the specified time without prior permission, Lessor will be assessed a late fee of \$__._.

The Lessee at own cost and expense will use the equipment in a careful and prudent manner keeping the same in good repair. The equipment will be operated at all times by an experienced and competent operator. Lessee will comply with all laws and regulations relating to the use and operation of the equipment.

Lessee is not responsible for lubricating the equipment.

The Lessee is responsible for repair costs for damage to the equipment if the SWCD Board of Supervisors determines that the damages are not resultant from normal wear and tear. The Lessee will also be responsible for damages resulting from incorrect or unsafe use of the equipment, whether during use in the field or during transport on public and/or private roads. If the equipment becomes unusable during rental period, Lessee is to contact the SWCD office for direction. Lessor is responsible for repairs to equipment. Lessor is NOT responsible for service call fees if the Lessee chooses to contact a local business for repairs to the equipment.

In the event inclement weather makes it impossible to use the equipment, SWCD office personnel will reschedule the equipment use in the order originally scheduled.

Assumption of Risks: It is understood and agreed that the Lessee is an independent contractor and is not the agent, servant, or employee of the Lessor. The Lessee is responsible for the equipment while it is in his/her care, custody, and control. The Lessee assumes all risks resulting from the use of the equipment, and agrees to save harmless the Lessor from any and all liability for injury to persons or damage to property caused by the equipment or the use thereof.

In WITNESS WHEREOF, the parties hereto have caused this lease to be executed in duplicate this _____ day of _____, ____.

County Soil and Water Conservation District
(Lessee)

(Lessor)