

**EQUIPMENT RENTAL PROGRAM**  
**DISTRICT EQUIPMENT/LIABILITY RELEASE**

The DeKalb County Soil & Water Conservation District (SWCD) hereby agrees to lease to \_\_\_\_\_, hereafter referred to as RENTER, the following equipment, subject to the terms and conditions outlined below and/or as specified in any addendum hereto:

*Check box next to requested equipment*

- |   |  |
|---|--|
| <input type="checkbox"/> Great Plains 1006 NT Drill | <input type="checkbox"/> DeKalb County Resident: \$10.00/acre ( <i>\$50.00 minimum</i> ) |
|   | <input type="checkbox"/> Out of County: \$20.00/acre ( <i>\$100.00 minimum</i> )         |

Estimated Usage (acres): \_\_\_\_\_

Final Usage (acres): \_\_\_\_\_

Conservation Practice Installed: \_\_\_\_\_

**\$50.00 per hour rate for cleaning of the drill if brought back dirty and/or seed left in seed boxes or tubes.**

- |                                       |   |
|---------------------------------------|---|
| <input type="checkbox"/> Tree Planter | <input type="checkbox"/> DeKalb County Resident: \$0.12/tree ( <i>\$50.00 minimum</i> ) |
|                                       | <input type="checkbox"/> Out of County: \$0.24/tree ( <i>\$100.00 minimum</i> )         |

Estimated Usage (trees): \_\_\_\_\_

Final Usage (trees): \_\_\_\_\_

Date Requested: \_\_\_\_\_

Anticipated Return Date: \_\_\_\_\_

Actual Date Used: \_\_\_\_\_

Actual Return Date: \_\_\_\_\_

Delivery Fees: *Check box if delivery is requested*

- |   |  |
|---|--|
| <input type="checkbox"/> DeKalb County Resident \$15.00 | <input type="checkbox"/> Out of County \$50.00 |
|---|--|

Pick Up Fees: *Check box if pick up is requested*

- |   |  |
|---|--|
| <input type="checkbox"/> DeKalb County Resident \$15.00 | <input type="checkbox"/> Out of County \$50.00 |
|---|--|

*For Office Use Only:*

Date Billed: \_\_\_\_\_

In the amount of: \_\_\_\_\_

Date Payment Received: \_\_\_\_\_

In the amount of: \_\_\_\_\_

## **EQUIPMENT RENTAL PROGRAM DISTRICT EQUIPMENT/LIABILITY RELEASE**

The SWCD hereby leases to RENTER the equipment described with rental payment set out on previous page.

The SWCD may remove the equipment, if in the opinion of the SWCD, it is being used beyond its capacity, or in any other manner which is considered improper regarding care for or abuse towards.

The DeKalb County SWCD, its employees, representatives, and the manufacturer shall not be held liable for any incidental or consequential damages which may result from the lease of the equipment or the inability of RENTER to use said equipment arising from any cause. RENTER agrees to hold the SWCD harmless from any such damages and agrees to indemnify the SWCD from any damages or liability incurred as a result of the RENTER's use or possession of said equipment.

Rental payment shall be made to the DeKalb County SWCD, address shown above, within 30 days of billing date. After 30 days, an interest charge of 2% per month (24% annual) will be charged. RENTER will be billed at the above rate for the amount actually planted, rather than the amount listed as an estimate.

The RENTER agrees to use and care for the equipment in a careful and prudent manner, to pay all operating and maintenance expenses, and to make, at his/her expense, any and all repairs, other than those which the SWCD agrees to make. Equipment shall be returned in as good of condition as received, reasonable wear and tear defects in materials or workmanship excepted. If, upon its return to the SWCD, equipment is not in such good condition, the SWCD may repair it and the RENTER will pay the cost of any such repair at regular shop rates. RENTER has inspected the equipment prior to leasing and accepts it in its present condition.

RENTER assumes all risk and liability for and shall hold the SWCD and its assigns harmless from all damages for injuries or death to persons and property arising out of the use, possession, or transportation of the equipment. RENTER shall possess adequate farm liability insurance for public or personal liability and property damage during the period of the possession of said equipment.

RENTER represents that he/she is experienced in the operation of said equipment, assumes all risk in its operation, will act and operate said equipment in a safe and prudent manner, and will not allow anyone other than himself/herself to operate it unless said other person is properly trained and experienced. RENTER agrees to be solely responsible for injuries to him/her or others operating said equipment while in his/her possession and will indemnify and hold the SWCD harmless there from.

RENTER information and signature confirming agreement and understanding of rental terms described above:

Name: \_\_\_\_\_  
Address: \_\_\_\_\_  
City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_  
Telephone: (\_\_\_\_) \_\_\_\_\_ Email: \_\_\_\_\_  
Signature: \_\_\_\_\_ Date: \_\_\_\_\_