**MENARD COUNTY SOIL & WATER CONSERVATION DISTRICT**

**EQUIPMENT RENTAL AGREEMENT**

**NAME: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ DATE \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

**ADDRESS: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ CITY: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

**PHONE: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ ALTERNATE PHONE: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

**RENTAL TERM: BEGINS ON: \_\_\_\_/\_\_\_\_/\_\_\_\_ ENDS ON: \_\_\_\_/\_\_\_\_/\_\_\_\_\_**

**TIME TAKEN: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ TIME RETURNED: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

**RENTAL RATE IS:** *$100.00 non-refundable once yearly maintenance fee on all equipment.*

*\_\_6ft Great Plains Drill $100 minimum, $10/acre.*

 *\_\_3ft Genesis Drill $50 minimum, $10/acre.*

*\_\_Honda Straw Blower $50 minimum, $10/hour.*

*\_\_Scraper $125/day, $625/week.*

*\_\_Blade $100/day, $500/week.*

*\_\_ Brush Puller $100/day $250/week.*

*\_\_Crary Ditcher $250/Day, $1000/week.*

**Do not have to pay the $100 non-refundable once a yearly maintenance fee for the below items.**

*\_\_EZ-Ject Brush Killer/Herbicide $7.50/tube (25 capsules in tube)*

*\_\_Drip Torch & Flappers Free.*

 *NOTE: Equipment must be picked up and returned during office hours.*

**EQUIPMENT WILL BE USED AT: (County) \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (City) \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

**(LESSEE WILL NOT REMOVE EQUIPMENT FROM THIS LOCATION WITHOUT PERMISSION FROM LESSOR)**

**Borrower will initial stating that they read and understand the terms of the rental agreement.**

1. **Borrower agrees to use and care for the equipment in a careful and prudent manner and to pay all operating maintenance expenses while the equipment is out of the possession of SWCD and to make, at Borrower’s expense, any and all repairs needed to return the equipment to good working order should the equipment be damaged during Borrower’s use of the same. If upon its return to SWCD the equipment is not in such good condition, SWCD may repair, and Borrower shall pay the cost of any such repairs incurred by SWCD. Initial\_\_\_\_\_**
2. **Borrower will provide all transportation for the equipment and assume all risk and liability associated with the transportation of the equipment. Borrower will acquire the equipment from the SWCD office located at 103 Centre drive and return the equipment to that same address on or before the agreed time of return. Initial\_\_\_\_**
3. **Borrower expressly recognizes and agrees that Borrower has made every effort to learn how to utilize the equipment in a safe, prudent, and reasonable manner. Borrower agrees to use the equipment in a safe, prudent, and reasonable manner and understands that Borrower is assuming all risk and liability for and shall not hold SWCD, board members, agents, employees, and assigns harmless from all damages for injuries or death to persons and property arising out of the use, possession and/or transportation of the equipment. Borrower, at Borrower’s expense, shall carry liability insurance for bodily injury and property damage covering the use of the equipment, and provide proof of such insurance to the SWCD. Neither the SWCD, nor its board members, agents, employees, and assigns shall be liable for any incidental or consequential damages which may result from any failure or use of the equipment. Initial\_\_\_\_**

**Proof of Insurance □ Company: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

**Borrower (Customer) Signature \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

**Menard County SWCD Contract taken by: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

|  |  |  |  |  |
| --- | --- | --- | --- | --- |
| *DATE RETURNED* | *METHOD OF PAYMENT:* | *RETURNED ON TIME?* | *CONDITION OF EQUIP.?* | *STAFF INITIALS* |
|  | *CASH / CHECK #* |  |  |  |