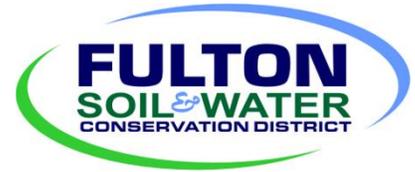


# EQUIPMENT RENTAL & SERVICES PROGRAM

**FULTON SOIL AND WATER CONSERVATION DISTRICT**  
**8770 STATE ROUTE 108, SUITE B**  
**WAUSEON, OH 43567**  
**(419) 337-9217**



LESSEE NAME \_\_\_\_\_ TELEPHONE \_\_\_\_\_

ADDRESS \_\_\_\_\_

CITY \_\_\_\_\_ STATE \_\_\_\_\_ ZIP CODE \_\_\_\_\_

The Fulton Soil and Water Conservation District, hereafter known as LESSOR, hereby agrees to lease or perform desired service to \_\_\_\_\_, hereafter known as LESSEE, the following equipment or services subject to the terms and conditions outlined below and/or as specified in any addenda hereto.

**\*\*Check equipment or service desired, sign, and date on page 2\*\***

EQUIPMENT/RATE	ACRES	TOTAL
10' Great Plains Native Grass Drill (need 60 HP tractor) - \$15.00/acre, \$25.00 minimum charge		
10' Brillion Seeder (need 30 HP tractor) - \$15.00/acre, \$25.00 minimum charge		
Tree Planter (3-point hitch) - \$50.00/day		
Delivery of Equipment - \$75 charge		
Other :		

SWCD SERVICES <i>(All SWCD services include tractor, implements and SWCD staff.)</i>	ACRES	TOTAL
Windbreak / Seedling Tree Planting Service - *by row foot* (includes trees, equipment, site prep ,if needed, and labor) – between 50¢ - \$1.00/ft.		
Grass Seeding - \$50.00/acre (seed NOT included), \$75 minimum charge		
Pollinator Seeding - \$50.00/acre (seed NOT included), \$75 minimum charge		
CRP Mowing Service - \$50.00/acre, \$75 minimum charge		
Other Services (by request) :		
<b>SUBTOTAL</b>		
<b>TAX</b>		
(IF TAX EXEMPT, CHECK HERE <input type="checkbox"/> *TAX EXEMPT FORM REQUIRED*)		
<b>TOTAL</b>		

\*Rentals are to be picked up and returned to the Fulton SWCD office between regular business hours unless other arrangements have been made with SWCD staff.

\*Fulton Soil and Water Conservation District reserves the right to deny rental or service of any kind.

In case of after-hours emergency, call Harmon Gombash@ 419-393-5265 or Matthew Buchhop@ 567-341-0645.

The *Lessor* hereby leases to the named *Lessee* the equipment described with rental payment set out on previous page. *Lessor* may remove the equipment, if in the opinion of the *Lessor*, it is being used beyond its capacity or in any other manner improperly cared for or abused.

The *Lessor*, *Fulton Soil and Water Conservation District*, 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 *Lessee* to use said equipment arising from any cause. *Lessee* agrees to hold *Lessor* harmless from any such damages and agrees to indemnify *Lessor* from any damages or liability incurred as a result of *Lessee's* use or possession of said equipment.

Payment shall be made to the *Fulton SWCD*, address shown above. If the charge is invoiced, it is to be paid within 45 days of invoice date. Any invoice not received within the 45-day billing will be considered delinquent. After 45 days, the *Lessor* will submit a second invoice in the initial amount plus an additional service charge of 3% of the total billing, which will be sent by certified mail to the *Lessee*. *Lessee* will be billed at the above rate for acreage actually planted, rather than acreage listed above as estimated.

The *District* furthermore reserves the right to determine the order of servicing the *Lessor*.

The *Lessee* agrees to use and care for the equipment in a careful and prudent manner. 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 *Lessor*, equipment is not in such good condition, *Lessor* may repair it and *Lessee* will pay the cost of any such repair at regular shop rates.

*Lessee* assumes all risk and liability for and shall hold *Lessor* 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. *Lessee* at his own expense will carry public liability insurance with minimum liability limits in the amount of \$100,000 per person and \$300,000 per occurrence for bodily injury, including death, and in the minimum amount of \$50,000 per occurrence for property damage.

*Lessee* has inspected the equipment prior to leasing and accepts it in its present condition.

I agree to the above rental terms or to having the above checked services performed:

Signature \_\_\_\_\_ Date \_\_\_\_\_

SWCD Representative \_\_\_\_\_ Date \_\_\_\_\_

Date Received \_\_\_\_\_

Date Returned \_\_\_\_\_