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***Buchanan County***

***Soil and Water Conservation District***

**3915 Oakland Ave, Suite 102 St. Joseph, MO. 64506 Phone (816) 364-3662**

**Buchanan County SWCD Burn Equipment Rental Agreement**

This Rental Agreement is entered into agreement on \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ with \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Address/phone# \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

here-in-after called lessee, and the Buchanan County Soil and Water Conservation District, of Buchanan County, Missouri, here-in-after called Lessor.

Lessor hereby rents to Lessee, and Lessee rents from Lessor, subject to the terms and conditions hereon set forth, the use of the Buchanan County SWCD Burn Equipment Package including:

***Burn Equipment:***

Two swatters Two rakes

Two pairs of goggles One metal backpack sprayer

**Renter/User of the Burn Equipment Package, agree to the following:**

***Rental Rate:***

$10 per day rental fee is charged to rent the burn equipment package.

***Deposit Required***

A $100.00 damage deposit is required before using the burn equipment. The deposit may be held after return of equipment for up to ten days for damage inspection and renter will be informed of any damage. If there is damage beyond normal wear and tear the repair cost will be taken out of the deposit. The remainder will be refunded to the renter or the renter will be billed for the balance.

***General Conditions:***

1. I will check the water backpacks to make sure they are in working order prior to starting fire.

2. The District recommends notifying the sheriff’s department and the local fire department of a planned burn.

3. The water backpack will be returned empty of any water.

4. In the event the equipment is damaged, repairs will be made by an authorized individual approved by the SWCD Board.

5. I also maintain general farm liability insurance. Subleasing or moving the equipment between users without the District’s approval is not allowed. This written form must be signed by all renters before using equipment and receive approval from District staff.

6. Lessee shall be responsible and liable for, indemnify Lessor (Buchanan County SWCD, their supervisors and employees) against, hold Lessor free and harmless from any claims or claims of any kind whatsoever for or from, and promptly pay any judgment for, any and all liability for personal injuries, death or property damages, or any of them, which arise or in any manner are occasioned by the acts or negligence of Lessee or others in the custody, operation or use of, or with respect to, said Burn Equipment Package, during the term of this lease.

7. All operators will be 18 years of age or older.

8. Equipment will only be used in Buchanan County.

 Address, Farm, Tract where equipment will be used\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

9. Buchanan County SWCD requires development of Burn Plan BEFORE rental of burn equipment package.

***Scheduling***

Priority for use of the burn equipment is given to the person who is ready to use the burn equipment, has a burn plan and has paid the deposit.

Notes:

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IN WITNESS WHEREOF, the parties hereto hereby execute this Agreement on the date above written.

By Lessee \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Date(s) of Use\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Fee\_\_\_\_\_\_\_\_\_ Deposit Ck#\_\_\_\_\_\_

Lessor (BCSWCD) Representative\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Deposit Returned\_\_\_­­­\_\_\_\_\_\_\_\_\_\_\_\_\_

Updated 03/2023