

Montgomery County Soil & Water Conservation District

Equipment Rental Agreement

This lease agreement, made _____, between the Montgomery County Soil and Water Conservation District of Montgomery City, Missouri, hereinafter called the Lessor, of one part, and _____ of _____ County, Missouri, hereinafter called the Lessee, of the other part, witnesses that the Lessor hereby leases a _____ to the Lessee for the pre-agreed rental fee of \$_____.

For and in consideration of this Agreement, the Lessor and the Lessee agree to the following: a **minimum charge of \$100 for no-till drill rental, a minimum charge of \$100 for the Vermeer bale processor rental** and a **minimum charge of a day's rental** on other equipment.

1. The Lessee agrees to take reasonable care of the drill/equipment and return it to the Lessor in as good condition as rented, normal wear and tear expected.
2. It is agreed and understood that the Lessor will not be held liable for any property damage done to underground utilities or drainage tile or for any person's injuries or property damage resulting from the use of the no-till drill/equipment while in the possession of the Lessee.
3. The drill/equipment shall be returned by the Lessee to the USDA Service Center at 1013 South Sturgeon Street, Montgomery City, MO 63361 on or before _____.
4. The Lessee shall be responsible for all liability resulting from or arising out of this Lease and the Lessee shall not seek indemnification from the Lessor for any liability herein created.
5. The Lessor shall be responsible for all repairs excluding those caused by negligent acts committed by the Lessee, however, the Lessee shall be responsible for repairs of it has not first obtained express prior approval from the Lessor.
6. Lessee shall not add it's rights to this Agreement without the express written approval of the Lessor and shall be full responsible for the care and operation of above described no-till/equipment until it is returned to the Lessor. The Lessee shall not allow the use of said equipment by another, not as part of this Agreement.
7. Lessee agrees that there will be an additional fee of \$25.00 charge if the equipment is not thoroughly cleaned out before it is returned to the Lessor or transferred to another producer. Feed cups are to be fully opened and all seed is to be run out of the drill.
8. The Lessor shall, at any Lessee's expense, exercise any legal remedy available to ensure this Agreement is honored by Lessee.

IN WITNESS WHEREOF, the said parties here have here unto set their signatures the day and year first written above. MONTGOMERY COUNTY SOIL AND WATER CONSERVATION DISTRICT.

By: _____	_____	Billed _____
Out: _____	Lessee	_____
In: _____	Add: _____	_____
Total: _____	_____	Paid _____
	Phone _____	Receipt _____

Montgomery County Soil and Water Conservation District
1013 South Sturgeon
Montgomery City, MO 63361
573-564-2262 (x3)

Rental Equipment Policy

Before using, read Operator's Manual for proper settings, safety instructions, and operating instructions.

Check equipment before using. Equipment must be in good operating condition and all safety equipment installed and functioning properly.

All safety shields must be in place when operating. Contact with moving parts or failure to follow safety instructions could result in serious injury or death.

Wear personal protective equipment as listed in the Operator's Manual and dress properly.

Keep all bystanders away from machine and allow no one to ride on machine while in operation.

Use shut down procedure from Operator's Manual before servicing, cleaning, repairing, or transporting equipment.

Pressurized hydraulic fluids can cause serious injury. Relieve pressure in the hydraulic systems before disconnecting or repairing hydraulic lines.

Clean all seed or material from machine before returning.

Report all maintenance issues or concerns when returning machines.

All repairs should be done by trained SWCD personnel or certified mechanic, call if experiencing problems.

I have read and understand the above policy.

Signature

Date

The US Department of Agriculture (USDA) prohibits discrimination in all its programs and activities on the basis of race, color, national origin, sex, religion, age, disability, political beliefs, sexual orientation, and marital or family status. (Not all prohibited base apply to all programs.) Persons with disabilities, who require alternative means for communications of program information (Braille, large print, audiotape, etc) should contact USDA's TARGET Center at (202) 72-2600 (voice and TDD).

To file a complaint of discrimination write USDA, Director, Office of Civil Rights, Room 326-W, Witten Building, 14th and Independence Ave SW, Washington DC 20250-9410 or call (202) 720-5964 (voice or TDD). USDA is an equal opportunity provider, employer, and lender.