

Lawrence County Soil and Water Conservation District
10763 Highway 39 #G
Mt. Vernon, MO 65712
Phone: (417)-466-7682

RENTAL STATEMENT

Name: _____ Telephone: _____

Address: _____ Last 4-digits SSN: _____

City: _____ Estimated Acres: _____

Product To Be Used in Sprayer: _____

Previous Product Used by Previous Landowner: _____

METHODS OF USE/RESPONSIBILITIES:

1. Use equipment only on fields that are suitable for crop or haying.
2. Equipment can be picked up/Dropped off by Lessee with the option to be delivered and picked up by the SWCD at additional cost. Lessee shall not assign the equipment to another landowner. Only to be used by the Lessee.
3. **I agree to pay for any damage to the sprayer while in my possession that is not due to normal wear and tear.** Damage to include any labor & parts needed. Lessor has right of inspection while in use on landowner's property.
4. Renter shall during the rental term keep and maintain the equipment in good condition, and shall be responsible for any loss, casualty, damage or destruction to said equipment not withstanding how caused. The renter also agrees to return the rental equipment in its present condition, reasonable wear and tear expected
5. I agree to contact the SWCD for any repairs that may be deemed necessary. It will then be determined how extensive the damage & necessary steps to take for repairs.
6. Renter shall be solely responsible for all calibrations and settings
7. **Renter shall be solely responsible for crop and/or pasture failure. Renter assumes all responsibility/liability for any drift or other negligent usage of the sprayer during spraying.**
8. **I agree to clean the sprayer after use with water; a triple rinse.** Cleaning guidelines are provided.
9. Should I fail to clean the equipment, I will pay a penalty fee of \$250.00 and will be banned from renting the sprayer again.
10. I agree to not use any liquid fertilizer in the sprayer.
11. I agree not to hold the Lawrence County SWCD responsible for any injury sustained while sprayer is in my possession. I have read the hold harmless clause on the back.
12. **All usage of the sprayer must be in full compliance with EPA and DNR rules and regulations**

BY SIGNING USER AGREES TO THESE CONDITIONS

X _____ **Date:** _____
Signature

For office use only, do not write below this line

\$100.00 Daily rate times # _____ days = \$ _____ Due

Date Paid: _____ Check No.: _____

Received By: _____

Billing Date: _____

**LAWRENCE COUNTY SOIL AND WATER CONSERVATION DISTRICT
10763 HIGHWAY 39 #G
MT. VERNON, MISSOURI 65712 PHONE (417) 466-7682**

RENTAL CONTRACT

COST:

Rental Rates: Sprayer
Minimum Charge Per Use: - \$100.00, Plus delivery fee.
Plus: \$25.00 delivery/pick-up fee
\$50.00 delivery/pick-up outside of Lawrence Co. (must meet the criteria for out of county rental)

TERMS:

Rental fees are billed to the renter. **Payment to be made in 30 days after billing.** A minimum billing charge of \$ 10.00, plus a finance charge of 1.5% (annual percentage rate of 18%) will be added to all balances not paid within thirty days of initial billing.

Renter agrees to pay all reasonable attorney's fee and legal expenses allowable by law, incurred by rentee in collection proceedings of past due accounts.

**RENTAL EQUIPMENT AGREEMENT
HOLD HARMLESS CLAUSE**

Renter agrees to defend against, indemnify, and hold the Lawrence County Soil and Water Conservation District (LCSWCD) free and harmless from any and all claims, actions, suits, proceedings, costs, expense, damages and liabilities, including attorney fees, arising out of, connected with or resulting from the equipment or the lease, including without limitations, the manufacture, selection, delivery, leasing, renting, control, possession, use, operation, maintenance or return of the equipment, or out of operations conducted by Lessee, its agents, employees, contractors, representatives, guests, invitees, or customers, including but not limited to, active and / or passive negligence, Renter shall further indemnify LCSWCD, and hold LCSWCD harmless from all loss and damage to the equipment during the rental period. Renter recognizes and agrees that included in this indemnity clause, but not by way of limitation, is the renter's assumption of any and all liability for injury, disability and death of the equipment operator(s) or any other persons caused by the operation, use, control, handling or transportation of the equipment during the rental period.

X _____ Date: _____
Signature

Pre Operation Inspection by : SWCD: _____ By Landowner: _____

Post Operation Inspection by : SWCD: _____

Maintenance Log			
CK tips/screens _____	CK hoses _____	CK tires _____	Ck tank _____
Note any other maintenance or cleaning _____			
