



Mercer County Soil and Water Conservation District

20593 US Hwy. 65 Princeton, MO 64673 Phone (660) 748-3857 ext. 3 Fax (660) 748-4589

MERCER COUNTY SWCD SURVEY EQUIPMENT USE AGREEMENT

I, the Renter and User of the survey equipment, agree to the following conditions:

RENTAL RATE:

There will be no charge for the first seven consecutive days of use. After the first seven days, there will be a \$10/day charge. Payment will be due one (1) business day after equipment return and inspected for damages. An additional 1.5% per month will be charged if not paid within 30 days. After 90 days, future rental and cost-share will be denied until bill is paid.

****IF RENTER FAILS TO RETURN THE EQUIPMENT 2 DAYS AFTER THEIR SCHEDULED RENTAL PERIOD, THEN A RATE OF \$75/DAY PENALTY WILL BE INCURRED UNTIL THE EQUIPMENT IS RETURNED** Initial _____**

DEPOSIT REQUIRED:

A \$200 damage deposit is required before using the survey equipment.

****If there is damage, repair cost will be taken out of the deposit and the remainder will be returned to the renter. If the damage is greater than the deposit, Renter will be billed for the balance of the repair cost**. Initial _____**

The deposit check will be held until a board member and/or an employee can check the equipment for damages and the renter has paid the rent and any other necessary fees.

GENERAL CONDITIONS

1. Do not force screws on surveying instruments; call the instructor if the instrument is not working properly.
2. Do not leave the instrument box open or in such a place that it may be run over by vehicles or animals. Place box under your instrument when set-up.
3. Do not put the lens cap or tripod cap in your pocket, but rather in the instrument box.
4. Never let the instrument stand so that the sun hits the lens of the instrument.
5. Do not leave the tripod thumb nuts tight when moving the instrument, but make them loose enough so that the legs will drop by their own weight.
6. Do not run with the instrument.
7. Do not cross a fence with the instrument under your arms, but rather spread the tripod legs and set it on the ground on the other side of the fence.
8. Do not make the leveling screws too tight. They should be brought to a snug bearing.
9. Do not remove or rub the lenses of the telescope.
10. Do not place instrument boxes on top of one another or on top of rods or tripods in the truck, but see that they are sitting directly on the seat cushions if someone prevents their falling on a sudden stop.
11. Never carry the rod in the extended position when reading can be taken at low rod.
12. Never leave the instrument unattended.
13. District employees can refuse the use of all equipment based on past rental history.
14. I will protect the survey equipment against theft while in my possession.

SCHEDULING:

Priority for use of the survey equipment is given to the person who is ready to use the survey equipment and has paid the deposit.

Assumption of Liability and Hold Harmless:

I understand and agree to these conditions and will pay the charges requested by the Mercer County Soil and Water Conservation District.

I assume all risk for injury to myself, or damage to my property, as a result of my use of the survey equipment .

I will not hold the Mercer County Soil and Water Conservation District or the Natural Resource Conservation Service, their supervisors or employees liable, in any way, for any damages, injury, or losses that in some way result from the use of the survey equipment .

I accept all liability for injury to others, or damages to the property of others, from my use of the survey equipment .

I agree to defend, pay on behalf of, and hold Mercer County SWCD, NRCS, its supervisors, employees or agents, harmless from all claims of whatsoever nature or kind arising out of any act, or failure to act, whether or not negligent, in connection with my use of the survey equipment, and my performance of the terms of this rental agreement.

If legal services of any kind are needed in the collection of a rental bill, the renter will be charged for all fees associated with the collection and payment must be made by either cashiers check or money order.

By signing this rental agreement, I accept all liability for the equipment and any damages to it or others while in my possession.

Agreed to by _____ Date _____ Phone _____

Estimated date/s of use

of days

For Office Use:			
_____ Damage Deposit/Ck. #	_____ Date Received	_____ Received by	_____ Date deposit returned

_____ Dates Used	_____ # days used		
Remarks-			

Total Fee: _____

Estimated Damages: _____

Minus Deposit: _____

Balance Due: _____

Received by _____ Check # _____ Date # _____