



**EQUIPMENT RENTAL AGREEMENT
STRAW MULCHER**

Renter Information:

Name: _____ Home Telephone _____

Address: _____ Cell Phone _____

City: _____ State: _____ Zip: _____

The renter and the Licking County Soil & Water Conservation District hereby agree as follows:

The renter agrees to the payment of \$60.00 per day in exchange for the use of the Straw Mulcher provided by the Licking County Soil & Water Conservation District.

A \$60.00 deposit is required when the mulcher is picked up by the renter.

Rental payments of \$60.00 per day will be due, balance in full, within 30 days following equipment use. Unpaid accounts after 30 days will be charged a 2% per month (24% per annum) finance charge until balance is paid in full.

Checks will be made payable to the Licking County Soil & Water Conservation District, 771 E Main Street, Suite 100, Newark, OH 43055.

The mulcher will be picked up and returned to the Licking County Soil and Water Conservation District office.

The mulcher will be checked out by District staff with the Lessee when it goes out. The Lessee will receive operational and safety instructions for the equipment. The mulcher should have a full tank of fuel when it is returned and be checked for any twine or other problems that may have occurred during the rental.

The mulcher will not be transported outside Licking County without prior consent from a District representative.

The Lessee agrees to use and care for the equipment in a careful and prudent manner, to pay all operating and maintenance costs except those deemed to be normal wear and tear or defects in material or workmanship. With the exception of normal wear and tear the mulcher is to be returned in the same condition as it was received. In the event that the mulcher is returned damaged beyond what is deemed normal wear and tear, the District will have the machine repaired and lessee will pay the cost of repairs.

If, in the opinion of the District representative, the equipment is not being used to its capacity, the equipment is being used beyond its capacity, or in an abusive manner, the District may remove the mulcher from the Renter's possession.

HOLD HARMLESS CLAUSE

“To the fullest extent permitted by law, the renter agrees to defend, pay in behalf of, and hold harmless the Licking County Soil & Water Conservation District against any and all claims, demands, suits, losses, including all costs connected therewith, for any damage which may be asserted, claimed or recovered against or from the use of the Mulcher, its elected and appointed officials, employees, volunteers or all others working in behalf of the Licking County Soil & Water Conservation District, by reason of personal injury, including bodily injury and death; and/or property damage, including loss of use thereof, which arises out of the alleged negligence of use of Mulcher and/or in any way connected or associated with this contract.”

If the mulcher is vandalized while in the possession of the renter, the Renter will be held responsible for such repairs.

The Licking County Soil & Water Conservation District, its employees and representatives shall not be held liable for any incidental or consequential or loss damages including crop failure from any cause, which may result from rental, use, transportation, or failure of the equipment.

The undersigned (renter) has provided a current “Certificate of Insurance” or documentation of insurance for renting the equipment. This insurance has a minimum liability limit of \$100,000 for each occurrence, \$300,000 aggregate bodily injury and \$100,000 property damage liability or a combined single limit of \$300,000.

I (renter) understand and agree to the above rental terms and have received operation & safety instructions:

Renter’s Signature _____ Date _____

LCSWCD staff signature: _____ Date _____

Certificate of Insurance Received: YES NO

Provided Operational & Safety Instructions _____
(Staff initials) (Date)

Date and time out: _____ **Date and time in:** _____

Rental Fee: \$60.00

Fuel Fee (\$10.00 charge if tank not full): _____

Twine Removal Fee (\$20.00 charge for twine wrapped on shaft): _____

Total Amount Due: _____

CHECK OUT: _____
(including safety check) (Staff initials)

CHECK IN: _____
(Staff initials)