



Harrison Soil & Water Conservation District

538 N. Main St
Cadiz, OH 43907
740-942-8837

harrisoncountyohio.org/swcd

Pequea Spreader Rental Agreement

Name: _____ Phone: _____ Cell: _____

Mailing Address: _____

City: _____ State: _____ Zip Code: _____

County: _____ Delivery Location (if different from above): _____

Email: _____

Fees

- Rent \$125/day \$200/weekend
- Cleaning & Maintenance \$100.00
- Outside of Harrison County \$50.00
- Late return of spreader \$50.00 per day
- Late payment fee 2% monthly after 30 days
- Spreader Replacement \$24,880.00
- *Discounts:* current soil tests (within the last 3 years \$50)

Tractor Requirements: Weight of tractor should be equal to gross loaded spreader weight. Tractor must be equipped with a 540 rpm PTO to operate spreader.

1. The lessee does hereby agree to borrow the above equipment from the Harrison Soil & Water Conservation District and return the equipment by the date specified. The equipment will be returned to HSWCD during regular business hours. (8am-4pm)
2. The lessee will assume full liability and responsibility for damage to or caused by the equipment (beyond normal wear) from the time the renter obtains the equipment until the time of the equipment's return.
3. Failure to return the equipment or damage to the equipment may result in charges to repair or replace the equipment, up to the replacement cost listed above.
4. In consideration for the use of said equipment, the renter does hereby, for themselves, their agents, servants, employees, spouse, family members and successors in interest, forever release and discharge the Harrison Soil & Water Conservation District, the County of Harrison, and any of their agents, from any or all liability for damages of any kind whatsoever, arising from the possession, use, storage or operation of the said equipment, whether contemplated or unforeseen; and does further agree to defend and indemnify the Harrison Soil & Water Conservation District, the County of Harrison, or any agent of either from any claims, charges, suits or damage of any kind whatsoever occurring to third parties arising out of the possession, use, storage or operation of said equipment.
5. Lessee certifies liability insurance on the vehicle used to transport the equipment, and this insurance also applies to the equipment being towed with a vehicle.
6. This equipment must **not** be towed at a speed of more than 20 MPH.
7. The equipment must be transported during the daylight hours ONLY!
8. The spreader will be covered with the tarp (provided) or placed inside a dry building when not in use.

9. Assistance with adjustments and instructions for use will be furnished by the District. The user is not to operate the spreader without this assistance provided.
10. Additional fees may apply if location is outside of Harrison County.
11. Lessee agrees to use the equipment immediately, weather permitting, and return the equipment to the District promptly after use. A \$50 per day fee will be charged for equipment kept longer than 48 hours (unless other arrangements are made). The renter shall notify the District at 740-942-8837 when finished with equipment so that the next renter may be notified.
12. Lessee agrees to use and care for the equipment in a careful and prudent manner, to pay all operating and maintenance expenses, made, at their expense, and all repairs (other than those which Lessor agrees to make). Equipment shall be returned in as good condition as it was received, reasonable wear and tear and defects in material or workmanship excepted. If, upon its return to Lessor, equipment is not in the same good condition, Lessor may repair it and Lessee will pay the cost of any such repair at regular shop rates. The tarp with the spreader will be checked when the spreader is returned. The tarp must be returned with the spreader in the same condition. The tarp must be on the spreader when not in use. There will be a \$50 charge if the tarp is not on the spreader when returned.
13. Lessor may remove the equipment, if it is in the opinion of the Lessor, it is being used beyond its capacity or in any other manner improperly cared for or abused.
14. The Lessor, Harrison SWCD, its supervisors, employees, and the manufacturer shall not be liable for any incidental or consequential damages which may result from rental, use, transportation, or failure of the equipment.
15. Lessee agrees to ONLY use the spreader to spread agricultural lime and/or commercial fertilizer. A cleaning fee of \$100 will be assessed if anything other than agricultural lime and/or commercial fertilizer is used, and future rental will be denied.
16. Lime/fertilizer may not be transported in the lime spreader-it must be loaded into the spreader at the application location.
17. Due to conditions beyond the Lessor's control, the Lessor provides no guarantee, either expressed or implied, as to the successful adjustment of the soil's pH/fertility using District equipment. Agricultural Best Management Practices and setbacks must be followed.
18. All needed repairs must be reported to the District and those repairs will be performed by the District unless otherwise stated.
19. The District may remove or deny the use of the equipment at the District's discretion.
20. A Rental Agreement must be signed every time a piece of equipment goes out. Subsequent uses will also require a new agreement and be subject to usage minimums. Sub-rental or loaning to another party is strictly prohibited.
21. All payments must be paid within 30 days from invoice date, or a 2% monthly interest will be added to your account. The District will turn any or all accounts over to the Harrison County Prosecutor's office if not paid in full.

Check-Out List

- ☐ Seeding type: _____ lbs./ac _____
- ☐ Tractor HP: _____
- ☐ Make sure that safety lights work correctly
- ☐ Use safety chains when transporting
- ☐ Tarp
- ☐ Operator's Manual
- ☐ Hitch Pin

By signing below, I agree that I have reviewed the rental contract and agree to abide with rental terms.

Lessee Signature

Date

District Representative Signature