

2021 COVER CROP INTERSEEDER RENTAL AGREEMENT

Ashland



**Soil & Water
Conservation District**

Ashland Soil & Water Conservation District

1763 State Route 60S, Ashland OH 44805

Phone: 419-281-7645 Email: ashlandswcd@ashlandcounty.org

Web: www.AshlandSWCD.com

Lessee (shown below) must sign rental agreement before removal of equipment from Ashland SWCD (lessor)'s premises, thus agreeing to the following terms: Date received and must be recorded at start of equipment rental; date returned must be recorded at completion of rental. Equipment must be returned to Ashland SWCD upon completion of use.

Rental rate will be \$5/acre for fields within the Muskingum Watershed Conservancy District's (MWCD's) boundaries and \$10/acre for fields outside of MWCD's boundaries; field maps must be provided to Ashland SWCD. The lessee is responsible for payment of rental rate to Ashland SWCD, address shown above, within 30 days of billing; a 2% service charge will be added to bills not paid within 30 days. It is the lessee's responsibility to check and adjust seeding rates. Ashland SWCD will deny additional rental to delinquent accounts until paid. **Ashland SWCD will offer drill delivery for an additional \$50 charge.**

The lessee agrees to use and care for the equipment in a careful and prudent manner, to pay all operating and maintenance expenses and all repairs (other than those which Ashland SWCD agrees to make). Equipment shall be returned in the same operating condition as it was received, reasonable wear and tear and defects in material or workmanship excepted. If, upon its return to Ashland SWCD, equipment is not in such condition, Ashland SWCD may repair the equipment and bill the lessee the cost of any such repair at regular shop rates. A \$50 cleanup fee will be assessed if the equipment is returned in poor condition, including but not limited to excessive mud and debris. Lessee agrees to remove unused seed from the seeder; a \$30 fee will be assessed if seed is not removed upon drill return. Ashland SWCD accepts no responsibility for any seed or residue left in the seeder by a previous lessee for biosecurity reasons.

Lessee assumes all risk and liability for and holds Ashland SWCD and its supervisors and harmless from all damages for injuries or death to persons and property arising out of the hook up, use, possession or transportation of the equipment. Ashland SWCD shall not be liable for any incidental or consequential damages which may result from rental, use, transportation, or failure of the equipment. Ashland SWCD equipment shall not be in transport earlier than one hour after sunrise nor later than one hour before sunset.

Ashland SWCD may remove the equipment if, in their opinion, it is being used beyond its capacity or in any other manner improperly cared for or abused. The lessee agrees to provide adequate cover to protect the equipment when not in use while in his or her possession. Lessee agrees to have sufficient liability insurance or provide a certificate of insurance that shows coverage of the leases equipment._

DATE: _____ **PHONE:** _____

INITIAL METER READING: _____ **FINAL METER READING:** _____

RENTER'S PRINTED NAME: _____

RENTER'S SIGNATURE: _____

ADDRESS: _____

ZIP CODE: _____ **E-MAIL:** _____

ACRES USED: _____ **TOTAL AMOUNT DUE:** _____