



MAHONING SOIL & WATER CONSERVATION DISTRICT
 850 INDUSTRIAL ROAD, YOUNGSTOWN, OH 44509
 PHONE: (330) 740-7995 FAX: (330) 259-1075
www.swcd.mahoningcountyoh.gov



EQUIPMENT RENTAL AGREEMENT

LESSEE NAME: _____

ADDRESS: _____

CITY: _____ PHONE: _____

D.L. #: _____

DURATION: _____

EQUIPMENT: KING Sprayer
 There is a \$35.00 / day use fee
 Delivery fee of \$35.00 in addition to daily rental fee(s)
 There is \$125.00 Clean out fee if not properly cleaned out at time of pick-up in addition to any other fees incurred due to damage(s)/repairs.

This sprayer is intended for ** HERBICIDE USE ONLY **** !! – any other use is the sole responsibility and liability upon the user. MSWCD, ODA, its supervisors and/or employees, or manufacturer are not liable or responsible for any accidental vegetation kill, injury, death, or damages to property, adjoining properties, individuals, or self.**

LESSOR: Mahoning Soil and Water Conservation District

The Lessor hereby leases to the named Lessee the equipment described with rental payment as set forth herein.

Rental payments shall be made to the MAHONING SOIL AND WATER CONSERVATION DISTRICT payable at time of equipment pick up/drop off. Any invoices not paid within 30 days will be charged 2% interest per month until the account is settled. Any invoices not paid within 180 days will be turned over to the prosecutor's office for collection. Lessees who wish to rent equipment who do not have their previous invoice(s) paid in full will be unable to rent sprayer until payment is received in full.

Lessee agrees to use and care for the equipment in a careful and prudent manner, to pay all operating and maintenance expenses, and to make, at his expense, any and all repairs (other than those which Lessor agrees to make). Equipment shall be returned in as good condition as received, reasonable wear and tear and defects in material and workmanship excepted. If, upon its return to Lessor, equipment is not in such good condition, Lessor may repair it and Lessee will pay the cost of any such repair at regular shop rates.

Lessee assumes all risk and liability for and shall hold Lessor and its assigns harmless from all damages for injuries or death to persons and property arising out of the use, possession, or transportation of the equipment.

Lessee shall have the equipment described above scheduled on his own farm/property policy for public liability, property damage, fire with extended coverage, theft and comprehensive insurance for and during the period of possession of said equipment with Mahoning Soil and Water Conservation District as loss payee.

Lessor may remove the equipment, if in the opinion of the Lessor, it is being used beyond its capacity or in any other manner improperly cared for or abused.

The Lessor, Mahoning Soil and Water Conservation District, its supervisors and/or employees, Ohio Department of Agriculture, nor the manufacturer, shall not be liable for any incidental or consequential damages which may result from rental, use, transportation, or failure of the equipment.

Delivery	\$35.00
Daily Fee	_____
Cleanout	_____
Repairs	_____
TOTAL	=====

I agree to the above rental terms:

Signature

Date