



**MAHONING SOIL & WATER CONSERVATION DISTRICT**  
 850 INDUSTRIAL ROAD, YOUNGSTOWN, OH 44509  
 PHONE: (330) 740-7995 FAX: (330) 259-1075  
[www.mahoningsoilandwater.org](http://www.mahoningsoilandwater.org)



**EQUIPMENT RENTAL AGREEMENT**

LESSEE NAME: \_\_\_\_\_

ADDRESS: \_\_\_\_\_

CITY: \_\_\_\_\_ PHONE: \_\_\_\_\_

D.L. #: \_\_\_\_\_

DURATION: \_\_\_\_\_

BEGINNING METER READING: \_\_\_\_\_

ENDING METER READING: \_\_\_\_\_

TOTAL ACRES DRILLED: \_\_\_\_\_

EQUIPMENT: Haybuster 77, 7' no-till drill - \$13.00 per acre  
 There is a \$35.00 minimum usage/delivery fee for all drills in addition to per acre fee.  
 There is a \$75.00 Clean up fee if not properly cleaned out at time of pick up\*  
 \*Clean up fee will be a minimum of \$75.00 – which ever amount is greater to repair/clean drill into proper working order.

|                    |                                    |         |
|--------------------|------------------------------------|---------|
| <u>Amount Due:</u> | Delivery.....                      | \$35.00 |
|                    | Acres Drilled x \$13.00/acre ..... | _____   |
|                    | Cleanup Fee .....                  | _____   |
|                    | Total Due MSWCD.....               | _____   |

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.* Any invoices not paid within 30 days will be charged 2% interest per month until the account is settled. Any invoices not paid within 60 days will be turned over to the prosecutor's office for collection. Lessees who wish to rent a drill who do not have their previous invoice(s) paid in full will be unable to rent a drill until payment is received.

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 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.

***Lessee shall not use fertilizer in drill and agrees to clean any excess seed out of the seed bins.*** Should fertilizer be found in drill and/or seed is left in bins and not removed, there will be a \$75.00 cleaning fee in addition to usage fee\*. All discs and supply tubes must be clear of any obstructions and in good working order.

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.

User Reference for Haybuster 77 No-Till Drill can be found at:

[http://www.omnivect.com/duratechindustries/pmanuals/manuals/77/RV4/77-107\\_Combined\\_June-2014.pdf](http://www.omnivect.com/duratechindustries/pmanuals/manuals/77/RV4/77-107_Combined_June-2014.pdf)

I agree to the above rental terms:

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date