This Rental Agreement is entered into by and between: the Aiken Soil and Water Conservation District AND

RENTER:

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

LOCATION OF DRILL: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

PHONE:

This Rental Agreement covers the rental of the conservation no-till drill **“as is” and “with all faults” and on the terms provided below:**

RENTAL TERMS:

 The Renter acknowledges and agrees that he has inspected the equipment, that he relies on that inspection and his experience and judgment, not on any oral representation of the District or agents and that (1) the equipment **as is and with all faults** is suitable for his purposes and (2) he has the **skills** and equipment necessary to operate it safely. \_\_\_\_\_\_\_\_\_\_\_

 The Renter acknowledges that he should not use the equipment in any unsuitable field conditions, where obstruction could damage the drill i.e. stumps, gravel, or trash. The Renter agrees that if there is any damage caused to the equipment, that is not a result of normal wear and tear, he will be responsible for the damage and obligated to pay for the repair at the districts discretion.

\_\_\_\_\_\_\_\_\_\_

 The Renter agrees to use this equipment in a careful and prudent manner and to **reimburse** the District the value of the equipment in the event it is lost or damaged during the period of this Rental Agreement. **The Renter agrees to provide daily maintenance on the equipment including daily lubrication and small repairs.**

\_\_\_\_\_\_\_\_\_\_

 The Renter agrees to obtain the necessary applicator license to obtain and apply any restricted-use chemical with this equipment.

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 The Renter agrees to **spray/wash down the outside of equipment** after its use to remove any soil and material that may be transported to other farms. The Renter agrees to **make sure seed boxes are completely dry and clean of all seed material**. **Do not use any liquid in the seed boxes. Any liquid inoculants used should be sprayed directly on the ground after seed is planted.**

 The Renter acknowledges that if the **equipment is broken** when received or if the **equipment becomes broken while in use** he must **call the office immediately** and the office will arrange to have the equipment fixed. If the renter decides to fix the problem, he does it at his own expense and will not be reimbursed for labor. The district will pay for any part needed to fix the equipment as long as the renter calls the office before fixing the equipment and brings the damaged part to the office.

\_\_\_\_\_\_\_\_\_\_\_

 The Renter acknowledges that the **weather is not to be considered in the rental period** due to the fact that other landowners will be scheduled for subsequent dates: **if the weather prevents the use of the machine during the period in which the Renter is scheduled to rent equipment, the Renter will have to return the equipment and re-schedule his use of the equipment**. **The original deposit will carry over to the next scheduled date.**

 \_\_\_\_\_\_\_\_\_\_\_

 **The Renter acknowledges that in the event he fails to return the equipment at the appointed date/time, he will be charged a flat fee of $90.00 per day for each day late**. A day is considered to be the period of time during with the central housing site (Business Office) is open for business: Monday – Friday, 8:00 – 4:00. Should the equipment be returned and the office is not open, the renter will be charged an additional flat fee of $90.00. **Make sure the equipment is returned during operating Business Hours and notify the District personnel of its return to avoid additional charges. Pick up and return of the drill will be the responsibility of the renter.**

\_\_\_\_\_\_\_\_\_\_\_

 The Renter acknowledges he is responsible for his own hitch pin. **The Business Office does have a hitch pin that they will rent for an additional $10.00**. Should the Renter fail to bring back the rented hitch pin, the renter will be responsible / billed for the cost of a new one.

\_\_\_\_\_\_\_\_\_\_\_

**RENTAL COST:**

 Renter acknowledges there will be a **deposit of $250.00**. **Renter will be charged $10 per acre and $150.00** **minimum**. Rental will be scheduled as follows: **\*\*Under no circumstances will one renter be allowed to retain use of the equipment for more than five (5) consecutive working days (Monday – Friday) \*\* The deposit will be applied to the acres planted. In the event the drill is returned damaged or with seed still in the boxes the renter will be charged for repairs and billed for acres planted or billed $125 to clean seed out of the boxes. \_\_\_\_\_\_\_\_\_\_\_\_**

Dates reserved

The Drill will be used to plant

Date of Pick Up

Renters Signature Date

District Representative Date

Beginning Acres \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Deposit\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Hitch Pin Rental\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Date of Return\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Equipment Inspection By\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Date\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Ending Acres \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Total Acres Planted\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Other Charges\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Reason\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Total Amount Due\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Bill Sent\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Notes\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

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