



Benton County Soil and Water Conservation District

EQUIPMENT RENTAL AGREEMENT & LIABILITY WAIVER FORM



PRIOR to taking district owned equipment into your possession, this form MUST be completed and returned to the Benton County SWCD office with \$100 for approval.

PLEASE READ AND INITIAL THE FOLLOWING:

The minimum charge for any piece of equipment rented will be **\$100, payable to Benton County SWCD PRIOR to or during pickup of equipment.** Please stop by the office to get your name placed on the rental list. Once the equipment is returned, please pay any remaining balance to the SWCD office.

Please read and **INITIAL** the following:

I, _____, anticipate renting the District's _____ for the following purpose: _____ on _____ acres.

I anticipate picking up the equipment on ___/___/___ and returning it promptly when I am finished.

In consideration of being permitted to use equipment rented from the Benton County SWCD, I for myself and my heirs, representatives and assigns, hereby release, forever discharge, indemnify, and hold harmless the Benton County SWCD, its board, officers, agents, employees, and representatives (the "Released Parties") and any person or entity acting on behalf of a released party from any and all liability for injuries or damages (including attorney's fees and court costs) which the Released Parties may incur in connection with any judicial, quasi-judicial or administrative proceedings relating thereto resulting from or arising out of my use of the equipment I have rented from the Benton County SWCD.

I understand that I am responsible for this equipment, including transporting of equipment to and from location of use while it is in my care, custody, and control.

I confirm that the insurance is current on the vehicle towing the equipment.

UP to \$100 FEE WILL BE IMPOSED IF EQUIPMENT HAS TO BE TRANSPORTED BY BENTON COUNTY SWCD.

I also understand that I will not allow equipment to change possession unless cleared by the office. My failure to contact the office will result in my assuming responsibility for damages/charges due to unauthorized use of equipment.

I will immediately contact the district when I pick up and return equipment.

IF EQUIPMENT IS NOT RETURNED WITHIN 2 DAYS OF USE, A \$100 PER DAY FINE WILL BE IMPOSED.

I will report to the district, the number of acres actually covered, when I return the equipment.

I will assume responsibility for any repairs due to my negligence, excluding ordinary wear and tear, while the equipment is in my possession. **Equipment needs to be greased after each use, before returning to the district.** A \$10 FEE WILL BE IMPOSED IF THIS IS NOT DONE.

Grain drill seed hoppers **MUST be vacuumed out before returning, to prevent interseeding of unwanted plants at the next farmer's property.** A \$10 FEE WILL BE IMPOSED IF THIS IS NOT DONE.

I will provide payment to the district at the rate listed at the SWCD office. (See Rate Sheet).

PLEASE FILL OUT OTHER SIDE OF THIS FORM

Benton County Soil & Water Conservation District
305 E 1st Street Fowler, IN 47944
(765)884-0660 Ext. 3



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The following customer information is REQUIRED:

NAME: _____ TELEPHONE: _____

ADDRESS: _____

CITY/STATE/ZIP: _____

DATE EQUIPMENT WILL BE PICKED UP AND RETURNED _____

CUSTOMER'S SIGNATURE: _____ DATE: _____

EMERGENCY PHONE NUMBERS IN THE EVENT THERE IS A QUESTION OR PROBLEM:

Bill Hofmeyer: (765)366-5969

Steve Wallpe (765)376-2561

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