



St. Mary's Soil Conservation District
 26737 Radio Station Way, Suite B
 Leonardtown, MD 20650
 Phone: 301-475-8402 ext. 3 ♦ Fax: 301-475-8391
 www.stmarysscd.com

**Equipment Rental Lease Agreement
 Shaver Post Driver**

Name: _____ Phone Number: _____

Billing Address: _____

Farm Location: _____

Approximate date you will need equipment _____

Fee Calculator

Total Days used Equipment _____ X \$150.00 per Day = \$ _____

Total that will be due upon receipt of invoice \$ _____

Copy of Certificate of Insurance showing a minimum of \$100,000.00 liability.

NOTE: Please Make Checks Payable to **ST. MARY'S SCD**

LEASE TERMS AND CONDITIONS

- **INSPECTION – You** acknowledge that prior to taking the rental equipment, You examined it, and that it is in good condition except for any defect noted on this contract.
- **EQUIPMENT MAINTENANCE – You** must clean and grease equipment prior to its leaving your property. Any delays in this will result in additional daily fees being added to your bill.
- **WARRANTIES –** There are no warranties either written, expressed, or implied.

- **EQUIPMENT FAILURE – You** agree to immediately discontinue use of the rental equipment should it at anytime become unsafe or in a state of disrepair, and immediately notify us of the facts. Should the equipment become unusable the charges under this agreement will cease. The equipment should not be used until repaired or authorized by the District. Failure to report the need for repair or the continued use of the equipment when not functioning properly will be cause for the Districts full compensation of repair costs from the Leasee.
- **TRANSPORTATION –** On state and county roads, if not by a tractor, will require at a minimum a $\frac{3}{4}$ ton truck. If the equipment is transported by other than insured farm equipment, a Certificate of Insurance showing a minimum of \$100,000.00 liability will be required to be on file with the District prior to transportation. If the leasee does not have the means to transport the equipment, please call the District, so that an alternative means of transportation can be arranged.
- **HOLD HARMLESS - You** assume all risks inherent in the operation and use of the rental equipment by you and anyone else. You agree to assume the entire responsibility for the defense of, and to pay indemnity and hold us harmless from, and release us from any and all claims for damage to property or bodily injury (including death) or from loss of time or convenience resulting from the use, operation, or possession of the rental equipment, whether or not it be claimed or found that such damage or injury resulted in whole or in part from our negligence from the defective conditions of the rental equipment or from any other cause.
- **RENTER RESPONSIBILITY -** It is the responsibility of the renter to pick-up from, and deliver the equipment to, its point of storage.
- **DAMAGE TO TOW VEHICLE -** The St. Mary's Soil Conservation District is not responsible for any damage to any and all tow vehicles used to tow the equipment rented under this Agreement.
- **REPOSSESSION - You** give the St. Mary's Soil Conservation District and it's representative the right to enter your property to inspect or repossess the equipment at any time. YOU hereby waive any right of action against the equipment at any time. YOU hereby waive any right of action against the St. Mary's Soil Conservation District or it's representative for such entry and retaking. In addition, you acknowledge that the consignment, misappropriation, sale, or failure to return the rented equipment within a reasonable time may constitute a crime.
- **OUT OF COUNTY USAGE –** Agricultural equipment will be leased to landowners of St. Mary's County and are to be used within the boundaries of the County unless an exception is approved by the Board of Supervisors. Appropriate requests for exception include properties that overlap county boundaries; St. Mary's County landowners that farm properties in adjoining counties and for use as demonstration through cooperation with partner agencies.

- **USAGE FEE(S)** – The post driver usage fee is \$150 per day. Once equipment is returned, you must contact the District to report usage.

“I have read the terms of the Lease Contract. I will use the equipment in the manner it was intended for as outlined in the Operator’s Manual. I understand that the Lessee will be held responsible for any damage to the equipment from negligence or improper use as determined by a District Representative. I understand the charges and procedures as outlined for the lease of the District Equipment. I will, to the best of my ability, provide the utmost care in transportation and use of the equipment while in my possession.”

“I agree to call (301) 475-8402 ext. 108 and give the total number of days used within a working day of completion of use.”

Signature of Lessee

Date

The District promotes the use of conservation equipment as best management practices to reduce sediment and nutrient run-off from agricultural activities. We wish you a successful planting season and a good crop.