

2019
Tuscarawas Soil & Water Conservation District
No-Till Drill Rental Agreement

Tuscarawas Soil & Water Conservation District
85 East Iron Avenue
Dover, Ohio 44622
(330) 339-7976

Lessee:
Name: _____ Date: _____

Address: _____

Telephone Number(s) _____

Lessor: Tuscarawas Soil & Water Conservation District
The Lessor hereby leases to the above named Lessee the equipment described with rental payments as set forth below. The Lessor agrees to provide the equipment in a good state of repair and usable condition. The 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 or if the Lessee has failed to use the equipment in the specified time.

Rental Cost = \$11.00 per acre
Rental payments shall be made to the Tuscarawas Soil & Water Conservation District address shown above within thirty (30) days following use of equipment. A 1½% (18% annual) per month service charge will be added for all accounts past thirty (30) days. All accounts past due more than sixty (60) days will be given to the county prosecutor for collection. Any producer with an outstanding bill of more than 30 days will not be permitted to rent District equipment until all outstanding bills are paid.

Lessee agrees to use and care for the equipment in a careful and prudent manner. Equipment shall be returned in as good as condition as received, reasonable wear and tear and defects of material or workmanship excepted. The Lessee will be charged for repairs at prevailing shop rates, as determined by the Board of Supervisors, as a result of any abuse or misuse of the drill.

- Lessee must check drop tubes for possible blockage from germinating seeds prior to usage.

- **In field service is based on Tuscarawas SWCD employee availability. Lessee must call office prior to service/repairs. Any repairs/service reimbursement without office notification will be based on Tuscarawas SWCD Board determination. (Voice message is available on weekends.)**

The Lessee assumes all risk and liability with respect to the use of any drill, and shall hold Lessor and its agents, employees, successors and 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 will pick up equipment from previous user location (within one business day of notification) and transport to Lessee's point of use. All equipment taken across county lines will be returned to a location (designated by Tuscarawas SWCD) within the county for pick up by the next user.

Lessee will be limited to a maximum of three working days of use of the equipment at any one time. (Weather dependent and SWCD staff has the right to make determinations on usage.)

Lessor is free from all risk and liability from all damages for injuries or death to persons and property arising out of the use, possession or transportation of the equipment, as Lessee assumes all risk and liability.

Due to conditions beyond the Lessor's control, the Lessor provides no guarantee, either express or implied, as to the successful establishment of a crop using District equipment.

A \$50.00 clean-up fee will be charged for removing any seed left in the box after use.

This equipment is not suited for rocky soil, spoil material or mine land reclamation. If damage occurs due to use on rocky soil, spoil material or mine land reclamation, Lessee is responsible for replacement costs.

Tuscarawas Soil & Water Conservation District reserves the right to modify this Agreement as needed.

Signing this agreement acknowledges your acceptance of the above terms and conditions.

Lessee's Signature: _____ Date: _____

This agreement is effective January 1st to December 31st for the current year.

2019

Tuscarawas Soil & Water Conservation District No-Till Rental Policy


Tuscarawas Soil & Water Conservation District's no-till drill program is intended to provide a reasonably priced service for producers for agricultural related no-till farming. Current rental rate: \$11.00 per acre.

The Tuscarawas Soil & Water Conservation District Board of Supervisors has adopted the following policy with respect to the District's no-till drill rental program:

- A no-till drill rental agreement must be signed before transporting or using a District owned drill. These agreements are in effect from January 1st to December 31st of the current year, and can be signed at any time.
- Anyone using a District drill will be responsible for picking up the drill at the prior user's location (within one business day of notification) and transporting it to their farm. If a drill is taken out of the county, it must be returned to a suitable location (designated by Tuscarawas Soil and Water Conservation District) within the county for pick-up by the next user.
- In a situation of multiple requests for use of the drill, a user of the District's drills will be limited to three working days as determined by the District Program Administrator. If not used or finished in this time, the drill will be moved to the next location and the user's name will be placed back on the waiting list.
- Billing will be made by mail at current rental rates and must be paid within thirty (30) days. A service charge of 1½% per month will be charged on all accounts past due. All accounts past due more than 60 days will be forwarded to the County Prosecutor for collection.
- Any user with an outstanding bill of more than 30 days will not be permitted to rent District drills until all outstanding bills are paid.
- Equipment shall be returned in as good of condition as received except for reasonable wear and tear. The user will be charged for repairs at prevailing shop rates, as determined by the Board of Supervisors, as a result of any misuse or abuse of the drill.
- A \$50.00 clean-up fee will be charged for removing any seed left in seed box after use.
- User must check drop tubes for possible blockage from germinating seeds prior to usage.
- In-field service is based on Tuscarawas SWCD employee availability. Lessee must call office prior to service/repairs. Any repairs/service reimbursement without office notification will be based on Tuscarawas SWCD Board determination.

- User assumes all risk and liability with respect to the use of any drill, and shall hold Tuscarawas Soil & Water Conservation District and its agents, employees, successors, and assigns harmless from all damages for injuries or death to persons and property arising out of the use, possession or transportation of the equipment.
- Equipment is not suited for rocky soil, spoil material or mine land reclamation. If damage occurs due to use on rocky soil, spoil material or mine land reclamation, user is responsible for replacement costs.
- Tuscarawas Soil & Water Conservation District reserves the right to modify this policy as needed.

Approved at regular Board meeting on: December 13, 2018

Board Chairman: 
Tuscarawas Soil & Water Conservation District (Tusc. SWCD)
85 East Iron Avenue
Dover, Ohio 44622
330-339-7976