



Barry Conservation District
1611 S. Hanover St, Suite 105
Hastings, MI 49058
269-908-4139
barryconservation@gmail.com

Equipment Rental Agreement

I, _____, the undersigned Lessee, hereby rent and lease from the Barry Conservation District and their affiliates, managers, members, agents, attorneys, staff, volunteers, heirs, representatives, predecessors, successors and assigns (collectively "Lessor")(Lessor), the no till drill or tree planter (hereinafter referred to as Equipment), subject to the following terms and conditions:

- 1) The lessee agrees to arrange a pickup day and time when the equipment manager is available to review basic operation of the Equipment and any calibration required for intended use. Under no circumstances should this step be skipped.
- 2) All labor, power, lubrication and supplies necessary to transport and operate the Equipment to the lessee's site shall be furnished by lessee.
- 3) The Lessee agrees to the following IF renting the no-till drill:
 - a) Pull the drill at 25mph or slower
 - b) Operate the drill with a tractor with a minimum of 40hp with external hydraulic system
 - c) Operate the drill only in fields that are suitable for planting, including free of root balls, free of large stones and free of other debris which can damage the drill planting mechanism and tires
- 4) The Lessor will furnish assistance to the Lessee, at the request of the Lessee, with adjustment and instructions for use of the equipment. However, the Lessor makes no warranty either expressed or implied, as to the satisfactory operation or operability of the equipment, or as to the satisfactory result from use of the equipment.
- 5) The Lessee will contact the equipment manager in any case of Equipment damage or malfunction. The Lessee agrees to not perform maintenance or repairs of the Equipment unless instructed to do so by the equipment manager. The Lessee will not be reimbursed for any maintenance, parts, or repairs. In the case that the use of the drill is delayed while waiting for the equipment manager to repair the drill, the Lessee will be allowed extra rental time at no cost, on a case-by-case basis.
- 6) The Lessee shall return the Equipment on the agreed upon date, unless amended in writing, in as good condition as delivered to the lessee, ordinary wear and tear excepted. The Lessee shall be responsible for any damage to the equipment while in the possession of the Lessee, especially due to negligence, as determined by the Lessor. It shall be lawful for the lessor or its agents, to enter the premises of the Lessee at any time to inspect the equipment and to see to the return of the Equipment, if Equipment is overdue, to conduct for repairs or other reasons as determined by the Lessor. The lessee assumes and agrees to pay for any time over the rented amount which the drill was in his or her possession and not returned to the point of rental.
- 7) The Lessee acknowledges that use of this Equipment involves inherent risks, including but not limited to physical injury, death to person(s), or property damage. The Lessee voluntarily assumes all such risks, including those arising from negligence or accidental occurrences and release the Lessor and equipment manager from any liability, costs or damages resulting from their use of the Equipment. This includes costs and expenses there to arising wholly or in part, from or in connection with the said use, transportation, operation, maintenance or repair of said equipment, or defect therein or failure thereof causing same or contribution thereto.
- 8) The Lessee agrees not to operate the equipment unless medically able and properly trained. Furthermore, the Lessee agrees to comply with all laws, regulations, county ordinances, rules, and instructions related to the transportation and operation of this Equipment.

By signing below, IN CONSIDERATION of being permitted to rent this equipment, I acknowledge that I have read and understand the terms stated above:

Lessee Signature: _____

Lessee Name Printed: _____

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PLANTING LOCATION INFORMATION

Property Owner: _____

Mailing Address: _____
_____ Telephone: _____

Property Location(s), if different: _____

County: _____ Section: _____ Township: _____

Size of Nearest Wetland: _____ Distance from Nearest Wetland: _____

Type of seed/trees Planted: _____ Acres: _____

Dates Rented: _____