

MUSKINGUM SOIL AND WATER CONSERVATION DISTRICT  
225 Underwood Street, Suite 100, Zanesville, Ohio 43701  
Phone (740) 454-2027 or Fax (740) 454-1451

**RENTAL AGREEMENT FOR THE TREE PLANTER**

RECEIPT IS HEREBY ACKNOWLEDGED BY \_\_\_\_\_ as agent  
for the Muskingum Soil and Water Conservation District, hereinafter called Lessor, from

\_\_\_\_\_  
(Name)  
\_\_\_\_\_  
(Address) (City) (State) (Zip Code)

\_\_\_\_\_ hereinafter called Lessee, for the sum of  
(Phone Number)  
\_\_\_\_\_ (\$ \_\_\_\_\_ . \_\_\_\_\_) Dollars, in payment of rental deposit

for the use of the Tree Planter on an estimated \_\_\_\_\_ days. Travel time equals \_\_\_\_\_ hours.

The equipment is to be returned to the pickup point no later than \_\_\_\_\_ at \_\_\_\_\_ a.m./p.m.

IN CONSIDERATION OF THE USE OF SAID EQUIPMENT AS HEREIN SPECIFIED:

- 1. The Lessee will show proof of insurance by submitting an official Certificate of Insurance. Certificate must show proof of the following: minimum general liability/farm liability insurance coverage required is \$250,000; minimum automobile liability coverage required is \$250,000; rented equipment must have a \$25,000 minimum; and Muskingum Soil and Water Conservation District must be added as an additional insured party. The Lessee's insurance will extend to the rental equipment while in transit.. A sample certificate will be provided for the lessee to show his/her insurance company. Failure to provide the Certificate of Insurance will terminate any contract for use of the equipment.**
- 2. The Lessee agrees to rent the said piece of equipment at a rate of fifty (\$50.00) dollars per day for tree planting(s), with a minimum charge of \$75.00 (includes \$25.00 clean-up fee). The Lessee further agrees that the rental deposit shall be fifty (\$50.00) dollars. The balance is due within thirty (30) days of planting completion, and shall be based on the number of days planter is kept, and any cleanup fee necessary, less the deposit. After 30 days, the unpaid balance shall bear interest at the rate of 10% per annum.**
- 3. The planter will be cleaned after use by the Lessee. A cleanup deposit of \$25.00 will be paid at the time of application. Upon return of the cleaned planter, the deposit will be returned or credited toward the rental charge. If the tree planter is not cleaned up upon return, the Lessee will be charged an additional \$75 for clean up (for a total of \$100 cleanup fee).**

4. **The unauthorized late return of the tree planter will result in a one hundred dollar (\$100.00) per day late charge. If the Lessee keeps the planter in excess of two days over the return date (without authorization), then that Lessee cannot use any of the District rental equipment for one calendar year following the date of the late return. To receive authorization for the late return of the tree planter, the Lessee must contact the District staff. The staff, if contacted, can make the decision regarding the extension of the return date for bad weather, breakdowns, etc. The call and their decision will be documented on the office copy of the contract. It is suggested that the Lessee also make note of the call and decision on his/her copy of the contract.**
5. Indemnification. Lessee shall indemnify and hold harmless the Muskingum Soil and Water Conservation District, its elected officials, agents and employees from any and all losses, claims, damages, lawsuits, costs, judgements, expenses and any other liabilities which they may incur as a result of bodily injury, sickness, disease or death, or injury to or destruction of tangible property including the loss of use resulting therefrom, caused in whole or part by the negligent act or omission of the Lessee, any sub-lessee, any person directly or indirectly employed by any of them or any person for whose acts any of them may be liable. Lessee further agrees to defend the Lessor (Muskingum Soil and Water Conservation District, its elected officials, agents, and employees) in any lawsuit, arbitration or other legal proceeding seeking recovery as a result of any accident or incident arising out of or in any way connected with the equipment.
6. **The Lessee is responsible for any damage to the tree planter be it due to misuse and/or negligence, whether intentional or unintentional while in the Lessee's possession. The payment for such damages shall be made to the Lessor as determined by the Muskingum Soil and Water Conservation District Board of Supervisors.**
7. **Lessee will not transfer or assign their rights hereunder without obtaining the prior written consent of Lessor.**
8. The Lessee is responsible for transportation of the tree planter from the point of pickup to the planting site and back to the original point of pickup. The pickup point is the District office unless otherwise specified by the District office. The District may deliver and pick up the tree planter at its discretion. If the tree planter is being transported outside Muskingum County, it must be hauled on a trailer and not towed.
9. A Muskingum Soil and Water Conservation District representative will assist the first time user in making all adjustments. The repeat user shall make all adjustments unless the service of a technician is requested to assist in making the adjustments. Technical assistance will only be provided by Muskingum SWCD staff within the boundaries of Muskingum County.
10. The tree planter will be transported only during daylight hours and in accordance with the Ohio Motor Vehicle Laws and the Ohio Revised Code pertaining to transportation of farm equipment. If the tree planter is being transported outside Muskingum County, it must be hauled on the District's trailer and not towed.
11. The tree planter can only be used within the boundaries of Muskingum County, or on District Cooperator property, adjacent to Muskingum County, unless approved by the Muskingum Soil and Water Conservation District Board of Supervisors.
12. Lessee shall adhere to the attached policy, as adopted by the Lessor.

13. If default be made in payment of said rent or any part thereof or in fulfillment of any of the covenants or agreements herein specified to be fulfilled by the Lessee or if any unnecessary damage is done upon or to said tree planter the Lessor may declare the said lease ended and enter upon the Lessee's property without notice and reclaim the tree planter and sue for and recover all rent and damages.
14. The terms and conditions and covenants of this lease shall be binding upon and shall inure to the benefit of each of the parties hereto, their heirs, personal representatives and assigns.

Muskingum Soil and Water  
Conservation District  
Board of Supervisors

By: \_\_\_\_\_ Date \_\_\_\_\_

\_\_\_\_\_  
Lessee Date \_\_\_\_\_