

## RENTAL AGREEMENT FOR THE 2018 JOHN DEERE XUV 825M AND UTV SPRAYER

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

1. I assume full liability and responsibility for damages to, or caused by, the John Deere XUV 825M and UTV Sprayer (beyond normal wear and tear) from the time I obtain it until I return it to the Morgan Soil and Water office or it is picked up. I will inspect the XUV, sprayer, all accessories and will notify the Morgan Soil and Water Conservation District (SWCD) at (740) 962-4234 as to any problems with the equipment.
2. I, the Lessee maintain general public liability insurance against claims for personal injury, death, or property damage occurring upon premises or result of the use of the XUV and sprayer.
3. The Lessee must be 18 years of age to rent and operate the John Deere XUV 825M. **No Kids allowed** in, or around the machine.
4. The Lessee agrees to rent the said piece of equipment at a flat rate of \$100 per day (3 hours), then \$35 per hour, for each additional hour used, plus the cost of tank cleaner (\$10). Exceptions may apply to those in the Regional Conservation Partnership Program (RCPP). **The balance is due within thirty (30) days of spraying completion. After 30 days, a monthly late fee will be applied to the final bill.**
5. I agree to use the equipment immediately, weather permitting, and will call the SWCD when I am finished with the XUV to set a time to return to the office, during office hours. The maximum number of days a renter may keep possession of the XUV is 2 calendar days, unless otherwise approved by the Morgan SWCD staff. **The unauthorized late return of the XUV will result in a \$75 per day late charge.** If the Lessee keeps the XUV in excess of two days over the return date (without authorization), then the Lessee cannot use the XUV for one calendar year following the date of late return. To receive authorization for the late return the XUV, the Lessee must contact the SWCD staff. The staff at Morgan SWCD, if contacted can make the decision regarding the return date. If the John Deere XUV 825M is rented on a Friday, it must be returned before noon the following Monday, unless approved otherwise by Morgan SWCD Staff.
6. Any user who has previously been delinquent on XUV or equipment payments, must be current and will be required to pay a deposit of \$50 before receiving the XUV for use.
7. I do agree to pay for parts and labor at a rate of \$25 per hour (if it can be fixed at the SWCD Facility) or actual cost if it must be sent to a shop to be repaired.
8. The Lessee is responsible for transportation of the XUV from the point of pickup to the farm and back to the original point of pickup. The point of pickup is the Morgan SWCD office, unless otherwise specified by the MSWCD office staff.

9. The XUV 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. The Lessee's trailer must be suitable for hauling the John Deere XUV and sprayer, and must meet all ODOT Specifications. Morgan SWCD reserves the right to reject any trailer deemed unfit.
10. I will store the equipment in a dry area when not in use.
11. Maximum hauling speed for the John Deere XUV and Sprayer is 25 mph.
12. Maximum speed while operating the XUV and sprayer is 15 mph.
13. No passengers are permitted in the John Deere XUV 825M.
14. The XUV is not to be used for leisure or recreational purposes. The XUV can be used for spraying purposes only.
15. The sprayer and tank must be cleaned with the cleaner purchased from Morgan SWCD, according to the chemical you used specifications after use. **Failure to do so will result in a \$50 fee for cleaning.** Morgan SWCD assumes that the sprayer has been properly cleaned after each use, you rent the sprayer **AT YOUR OWN RISK!** Morgan SWCD highly recommends that you clean the sprayer prior to use.
16. Equipment must be returned with a full tank of gas. Failure to do so will result in \$35 fee, due upon return.

**Upon signing this form, I agree to all terms and conditions.**

_____ Lessee's Signature	_____ Date
_____ Address	_____ Phone
_____ City, State, Zip	