

**EQUIPMENT RENTAL & SERVICES PROGRAM**  
**FULTON SOIL AND WATER CONSERVATION DISTRICT**  
**8770 STATE ROUTE 108, UNIT B**  
**WAUSEON, OH 43567 (419) 337-9217**

LESSEE NAME \_\_\_\_\_ TELEPHONE \_\_\_\_\_

ADDRESS \_\_\_\_\_

CITY \_\_\_\_\_ STATE \_\_\_\_\_ ZIP CODE \_\_\_\_\_

The Fulton Soil and Water Conservation District, hereafter known as *LESSOR*, hereby agrees to lease or perform desired service to \_\_\_\_\_, hereafter known as *LESSEE*, the following equipment or services subject to the terms and conditions outlined below and/or as specified in any addenda hereto.

**Check equipment desired and estimate of acres, hours, or trees to be planted or worked and sign & date on page 2.**

DELIVERY \_\_\_\_\_ YES \_\_\_\_\_ NO \_\_\_\_\_

EQUIPMENT RATE ACRES/HOURS/TREES

Great Plains Native Grass Drill (need 60 HP tractor) \$14.00/acre, \$25.00 minimum charge, \$75.00 delivery charge			
Tractor \$30.00/hour, \$50.00 minimum charge, \$75.00 delivery charge			
Brillion Seeder* (need 30 HP tractor) \$14.00/acre, \$25.00 minimum charge, \$75.00 delivery charge (there may be no charge if in a USDA program-see reverse *)			
Tractor \$30.00/hour, \$50.00 minimum, \$75.00 delivery charge			
Straw Mulcher Trailer Mounted \$120.00/day, \$75.00 delivery charge			
Tree Planter (3-point hitch) \$50.00/day, \$75.00 delivery charge			
Tractor \$30.00/hour, \$50.00 minimum charge, \$75.00 delivery charge			

**SWCD SERVICES- (All SWCD services are performed by SWCD staff only)**

**There is a \$50 delivery charge on all services except windbreak and oak savanna plantings.**

**Check service desired, sign, and date on page 2**

	Acres
Windbreak planting service (includes trees, equipment, and labor) - between 37¢ - 80¢/ft.	
Oak Savanna Plantings (includes potted trees, WSG/forbs, equipment, and labor) –current USDA practice cost list price, FY21 \$1457.60/acre	
Tillage, site prep for windbreaks \$15.50/acre, minimum charge, \$25.00	
Spraying service – current USDA practice cost list price, FY17 \$45.90/acre	
Acre tree planting service – current USDA practice cost list price, FY21 \$339.00/acre-conifers \$352.10/acre-hardwoods	
Cool Season Grass acre planting – current USDA practice cost list price, FY21 \$50.00/acre plus seed cost	
Warm Season Grass acre planting – current USDA practice cost list price, FY21 \$50.00/acre plus seed cost	
CRP Mowing Service - \$20.00/acre, minimum charge \$50.00	
Pollinators acre planting – current USDA practice cost list price, FY21 \$470.00/acre	

## EQUIPMENT RENTAL & SERVICES PROGRAM

\*There will be N/C (No Charge) for its use on projects or the part of a project enrolled in a USDA program, (with a minimum ten-year contract) CRP, CREP or Continuous Filter strip, using warm season grasses (WSGs), either Switchgrass, Big Bluestem, Indiangrass, or a combination of any of the listed WSGs. Must show proof of contract. This is effect until November 30, 2025. There will however be a delivery charge to those requesting it to be delivered, or a charge if renting the tractor with the Brillion Seeder.

Rental rates are quoted for periods of time/hour/trees with minimum fees charged. Hour meter will determine additional pro-rated charges. The delivery charge will be two-thirds more of the initial delivery charge if we have to deliver farther than the 15 mile radius from the SWCD office (this will apply to deliveries out of the county).

The *Lessor* hereby leases to the named *Lessee* the equipment described with rental payment set out on previous page. *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.

The *Lessor*, *Fulton Soil and Water Conservation District*, its employees, representatives, and the manufacturer shall not be held liable for any incidental or consequential damages which may result from the lease of the equipment or the inability of *Lessee* to use said equipment arising from any cause. *Lessee* agrees to hold *Lessor* harmless from any such damages and agrees to indemnify *Lessor* from any damages or liability incurred as a result of *Lessee's* use or possession of said equipment.

Payment shall be made to the *Fulton Soil and Water Conservation District*, address shown above. If the charge is invoiced, it is to be paid within 45 days of invoice date. Any invoice not received within the 45-day billing will be considered delinquent. After 45 days, the *Lessor* will submit a second invoice in the initial amount plus an additional service charge of 3% of the total billing, which will be sent by certified mail to the *Lessee*. *Lessee* will be billed at the above rate for acreage actually planted, rather than acreage listed above as estimated.

The *District* furthermore reserves the right to determine the order of servicing the *Lessor*.

The *Lessee* agrees to use and care for the equipment in a careful and prudent manner, to pay all operating and maintenance expenses, and to make, at his expense, any and all repairs, other than those which *Lessor* agrees to make. Equipment shall be returned in as good of condition as received, reasonable wear and tear defects in materials or workmanship excepted. If, upon its return to *Lessor*, equipment is not in such good condition, *Lessor* may repair it and *Lessee* will pay the cost of any such repair at regular shop rates. *Lessee* has inspected the equipment prior to leasing and accepts it in its present condition.

*Lessee* assumes all risk and liability for and shall hold *Lessor* and its 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* at his own expense will carry public liability insurance with minimum liability limits in the amount of \$100,000 per person and \$300,000 per occurrence for bodily injury, including death, and in the minimum amount of \$50,000 per occurrence for property damage.

I agree to the above rental terms or to having the above checked services performed:

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

SWCD Representative \_\_\_\_\_ Date \_\_\_\_\_

Date/Time out \_\_\_\_\_ Hour Meter Reading Out \_\_\_\_\_

Date/Time in \_\_\_\_\_ Hour Meter Reading In \_\_\_\_\_