

LORAIN COUNTY SOIL & WATER CONSERVATION DISTRICT
42110 Russia Road – Elyria, Ohio 44035
440-326-5800

Straw Blower Rental Agreement

Deposit

- A **cash** deposit of \$100.00 is required prior to use.

Rental Fee / Requirements

- Rental fee is a minimum of \$50.00 per half-day rental (4 hours or less) time over four (4) hours will be billed at \$15.00 per meter hour. Payment in cash or check.
- Minimum rental fee is \$50.00. Payment in cash or check.
- Renter **must** present a copy of their homeowners insurance for equipment use. This copy will stay with the rental agreement. Blower is **not** covered by renter's insurance.
- Fuel: regular unleaded gasoline **must** be replaced at end of usage. If fuel is not replaced, the user will be charged the cost of fuel needed to refill the tank and a \$15.00 fee.
- Meter reading will be done prior and after using for billing purposes.
- Unit must be returned in clean condition or a cleaning fee of \$50.00 will be added.

Overnight Usage

- Renter must arrange in advance with the District Office to keep the straw blower overnight or the weekend. The fee is \$100.00 plus a \$15.00 per hour charge.

Usage

- **Remove all twine, wire, etc.** that is wrapped around bales **before** feeding into blower.
- The blower is permanently mounted on a trailer for transportation and field use.

Date: _____

Meter Reading Out: _____

Name (Print): _____

Meter Reading In: _____

Signature: _____

Hours Used: _____

Address: _____

Deposit: _____

Phone: _____

Check #: _____

Location of Usage: _____

Refund: _____

Driver's License Number: _____

Condition of straw blower: _____

Home Owners Insurance copy

Replaced gasoline: yes _____ no _____

yes _____ no _____

LORAIN COUNTY SOIL & WATER CONSERVATION DISTRICT

Straw Blower Rental Agreement

WE (I), agree to rent the LSWCD Tailgate Straw Blower from Lorain County Soil and Water Conservation District for the rate of _____ per day, starting this day _____.

We (I) also agree that when this unit was received it was in good working condition and will be returned in same said condition or repairs and part will be our responsibility.

I MAY NOT SUBLEASE THE EQUIPMENT OR TRANSFER THIS AGREEMENT OR ANY INTEREST HEREIN OR THE USE OR POSSESSION OF THE EQUIPMENT. IF IS SHOULD DO SO, I WILL ASSUME ALL LIABILITY AND COMPENSATE LORAIN COUNTY SOIL & WATER CONSERVATION DISTRICT FOR ANY LOSS IT SUFFERS, AND I MAY BE DECLARED IN DEFAULT OF THIS AGREEMENT. NO WARRANTIES EXPRESSED OR IMPLIED, INCLUDING WITHOUT LIMITATION SUITABILITY, DURABILITY, FITNESS FOR A PARTICULAR PURPOSE, MERCHANTABILITY, CONDITION, QUALITY OR FREEDOM FROM CLAIMS OF ANY PERSON BY WAY OF INFRINGEMENT OR THE LIKE, HAVE BEEN MADE BY LORAIN COUNTY SOIL & WATER CONSERVATION DISTRICT, DIRECTLY OR INDIRECTLY, IN CONNECTION WITH THIS EQUIPMENT. I AM RENTING THE EQUIPMENT "AS IS." LORAIN COUNTY SOIL & WATER CONSERVATION DISTRICT SHALL NOT BE RESPONSIBLE FOR ANY LOSS DAMAGE OR INJURY TO PERSONS OR PROPERTY CAUSED BY THE EQUIPMENT, WHETHER ARISING THROUGH LORAIN COUNTY SOIL & WATER CONSERVATION DISTRICT'S NEGLIGENCE OR IMPOSED BY LAW. IN NO EVENT SHALL LORAIN COUNTY SOIL & WATER CONSERVATION DISTRICT BE LIABLE TO ME FOR INDIRECT, CONSEQUENTIAL, OR OTHER SPECIAL DAMAGES, INCLUDING, WITHOUT LIMITATION, LOST USE, REVENUE OR PROFITS.

INDEMNIFICATION: I AGREE TO INDEMNIFY AND HOLD LORAIN COUNTY SOIL & WATER CONSERVATION DISTRICT, ITS OFFICERS, AGENTS, AND EMPLOYEES HARMLESS FROM AND AGAINST ALL LIABILITIES, CLAIMS, ACTIONS, PROCEEDINGS, DAMAGES, LOSSES, COSTS, AND EXPENSES, INCLUDING ATTORNEYS' FEES, FOR ALL INJURIES OR DEATH OF ANY PERSON, OR DAMAGE TO ANY PROPERTY OCCURRING OR ARISING FROM OR CONNECTED WITH, DIRECTLY OR INDIRECTLY, MY POSSESSION, USE AND RETURN OF ANY OF THE EQUIPMENT.

I, the undersigned resident, have read and agree to all terms listed above (2 page agreement).

Name (Print): _____

Signature: _____

Date: _____

