

\$7/acre and membership fee of \$25, \$50, \$100, or \$500.

**CLARENDON SOIL & WATER CONSERVATION DISTRICT**  
9B WEST RIGBY STREET, MANNING, SC 29102  
803/435-2612, EXT.3  
**CONSERVATION TILLAGE EQUIPMENT RENTAL AGREEMENT**

This Rental Agreement is entered into by and between: the Clarendon Soil and Water Conservation District AND

RENTER: \_\_\_\_\_  
ADDRESS \_\_\_\_\_  
PHONE: \_\_\_\_\_

This Rental Agreement covers the rental of the conservation no-till drill **“as is” and “with all faults” and on the terms provided below:**

**RENTAL TERMS:**

The Renter acknowledges and agrees that he has inspected the equipment, that he relies on that inspection and his experience and judgment, not on any oral representation of the District or agents and that (1) the equipment **as is and with all faults** is suitable for his purposes and (2) he has the skills and equipment necessary to operate it safely.

The Renter acknowledges that he should not use the equipment in any unsuitable field conditions, where obstructions could damage the drill. The Renter agrees that if there is any damage caused to the equipment, that is not a result of normal wear and tear, he will be responsible for the damage and obligated to pay for the repair at the districts discretion.

The Renter agrees to use this equipment in a careful and prudent manner and to **reimburse** the District the value of the equipment in the event it is lost or damaged during the period of this Rental Agreement. The Renter agrees to provide **daily maintenance** on the equipment including daily lubrication and small repairs.

The Renter acknowledges that he is solely responsible for and may not allow any other individual the use of the equipment. If the equipment is used by someone other than the renter then both parties will be charged a penalty fee.

The Renter agrees to obtain the necessary applicator license to obtain and apply any restricted-use chemical with this equipment.

The Renter agrees to **spray/wash down the outside of equipment** after its use to remove any soil and material that may be transported to other farms. The Renter agrees to **make sure seed boxes are completely clean of all seed material.**

The Renter acknowledges that if **the equipment is broken** when received or **if the equipment becomes broken while in use** he must **call the office immediately** and the office will arrange to have the equipment fixed. If the renter decides to fix the problem, he does it at his own expense and **will not** be reimbursed for labor. The district will pay for any part needed to fix the equipment as long as the renter calls the office before fixing the equipment and brings the damaged part to the office.

**The Renter acknowledges that there is a daily minimum production of 20 acres.** If the renter keeps the drill for longer than his scheduled timeframe, he will be responsible for the minimum daily rate of \$140. If the renter plants less than the estimated acreage on the contract and fails to return the drill early

he will be responsible for the minimum daily rate of \$140. If the renter follows the rental agreement and is planting less than the daily minimum he will be charged \$7 per acre for the acres planted that day. If the renter experiences weather related delays then it will be at the discretion of a district representative to determine a course of action.

The Renter acknowledges that all appeals must be made in writing within 21 days of the signed rental agreement. The Conservation District Board of Commissioners will review the appeal at the next regularly scheduled board meeting.

The Renter further assumes and agrees to indemnify and hold the District and its agents or employees, the State, its agents and employees harmless from any loss, costs, claims, suits, and judgments including attorney fees in connection with injury to or death of any person or loss of or damage to property caused by or resulting from the use of the equipment during the period of this Rental Agreement.

The Renter agrees to maintain a drug free work place and insure that individuals involved in the activities of this agreement shall be drug free. The Renter also agrees not to discriminate in the activities of this Agreement relative to race, color, sex, national origin, age, religion or physical disability.

The Drill will be used to plant \_\_\_\_\_ on \_\_\_\_\_ Acres.  
(Type of Crop) (Estimated)

Estimated time of use (Estimated # of acres divided by 20) \_\_\_\_\_ days.

Date of Pick-up: \_\_\_\_\_

Estimated Date of Return: \_\_\_\_\_

\_\_\_\_\_  
Renter's Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
District Representative Signature

\_\_\_\_\_  
Date

Date of Return: \_\_\_\_\_

Beginning Acreage Meter Reading: \_\_\_\_\_

Ending Acreage Meter Reading: \_\_\_\_\_

Total Acres Planted: \_\_\_\_\_

Total Days Used: \_\_\_\_\_

Penalty Fee (if any): \_\_\_\_\_

Membership Fee (if any): \_\_\_\_\_

Total Amount Due: \_\_\_\_\_

\_\_\_\_\_  
District Representative Signature

\_\_\_\_\_  
Date