

**HOCKING SOIL AND WATER CONSERVATION  
DISTRICT 148 North Homer Avenue, Logan, OH 43138  
Phone: (740) 385-3016**

**TREE PLANTER RENTAL AGREEMENT**

1. The District will rent the tree planter for a charge of **\$35.00** per day (+ sales tax).
2. Assistance with adjustments and instructions for use will be furnished by the District. The user is not to operate the planter without this assistance provided.
3. Renter will furnish transportation of the tree planter to and from point designated by the District. The tree planter is on a trailer. The renter is responsible for making sure the tree planter is securely tied down on the trailer, that the trailer is securely hitched to the renter's vehicle, that all lights are properly functioning, and that all safety equipment is in place prior to transport. The renter must follow all traffic laws. The renter will hitch the tree planter trailer at the point of pick up and unhitch upon return to the District.
4. **All damages to or caused by the Tree Planter and trailer will be responsibility of the renter. Renter agrees to pay 100% of the total repair cost (with genuine parts) if the equipment is damaged during the rental period.** Maintenance resulting from reasonable wear and tear will be the responsibility of the District.
5. The undersigned renter affirms that they have motor vehicle and liability insurance and that they will not tow the tree planter and trailer without said insurance.
6. The undersigned renter agrees to indemnify and hold harmless the County of Hocking, Ohio, and the Hocking Soil and Water Conservation District, its individual officials, supervisors, employees, agents, or any other person against loss and expense, including attorney fees, or from any and all liability or claimed liability imposed by loss upon said parties for damage because of bodily injury, including death at any time resulting there from sustained by any person or persons, or on account of damage to property arising out of the transportation or the use of equipment rented, leased or borrowed, from the Hocking Soil and Water Conservation District. This agreement to hold harmless and indemnify pertains to any occurrence of any nature whatsoever regarding the use of said equipment pursuant to this agreement.
7. Payment is due within 30 days. After then, 1.5 percent per month will be added, which is an annual percentage rate of 18 percent.
8. This tree planter is to be used in a timely manner, weather permitting. If not, it needs to be returned immediately. If the tree planter is not returned the next day after the renter is finished using it, **\$35.00** per day will be charged until the tree planter is returned. The District will have full discretion as to adding the charge after the first day.
9. **THIS TREE PLANTER IS TO BE USED IN A TIMELY MANNER. IF NOT IT NEEDS TO BE RETURNED IMMEDIATELY. If the tree planter is not returned the next day after the renter is finished using it, \$100.00 per day will be charged until the tree planter is returned. The District will have full discretion as to adding the charge after the first day.**

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Date Picked Up: \_\_\_\_\_ Date Returned: \_\_\_\_\_

I agree to the terms and conditions for the use of the tree planter as outlined above.

Name \_\_\_\_\_ Telephone No. \_\_\_\_\_

Address \_\_\_\_\_ City \_\_\_\_\_ Zip \_\_\_\_\_

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

\_\_\_\_\_  
District Representative's Signature

\_\_\_\_\_ Days x \$35 = \$ \_\_\_\_\_

**Rental Cost \$ \_\_\_\_\_ x Sales Tax (7.25%) \$ \_\_\_\_\_ Cost + Tax = Total Charge \$ \_\_\_\_\_**