EQUIPMENT RENTAL AGREEMENT

Between the Renter and Allen and Adams County Soil and Water Conservation Districts

| Renter Nai | me: | | | | |
|--|--|---|---------------------|---|--------------|
| Address: | | | | | |
| | :() | | | | |
| Place of Us | | | | | |
| Farm # | Tract # | Field # | Acres | Description of | Location |
| | | | | | |
| | | | | | |
| Equipment | t Rented: | | nformation on botto | | |
| Estimated | | 2 30ft Air Drill (w/ | | 020/ | 1 |
| Demo accedit bac | tractor & o provides own seed a reage: 10-20 acres o | perator) – includes and fertilizer f replicated trials ca | n be completed at | \$30/ac a 50% discounted rate. Y the Allen County SWCD. | |
| | | = - | | necessary files to the Al mail.com; mcook.swcd | - |
| | | | | | |
| Owner: | | | | | |
| Allen Co. SWCD 9602 Coldwater Rd. Suite 104 | | | | Adams Co. SWCD 975 S 11th St | |

All payments will be made to the **Allen County Soil and Water Conservation District** at the address above within 30 days of invoice date.

Fort Wayne, IN 46825

Phone: (260) 484-5848 ext. 3

Decatur, IN 46733

Phone: (260)724-3763 ext. 3

RENTAL TERMS AND CONDITIONS (only when applicable)

- 1. The RENTER shall keep the equipment in a good state of repair, normal wear and tear excepted.
- 2. The RENTER shall pay the OWNER (Allen Co. SWCD) full compensation for replacement and/or repair of any equipment which is not returned because it is lost or stolen or any equipment which is damaged and in need of repair to put it into the same condition it was in at the time of rental, normal wear and tear excepted. The OWNER's invoice for replacement or repair is conclusive as to the amount RENTER shall pay under this paragraph for repair or replacement.
- 3. The RENTER shall not remove the equipment from the address of the RENTER or the location shown herein as the place of use of the equipment without prior written approval of the OWNER. The RENTER shall inform the OWNER upon demand of the exact location of the equipment while it is in the RENTERS's possession.
- 4. The RENTER shall allow OWNER to enter RENTER's premises where the rented equipment is stored or used at all reasonable times to locate and inspect the state and condition of the rented equipment. If the RENTER is in default of any of the terms and conditions of this agreement, the OWNER, and his agents, at the RENTER's risk, cost and expense may at any time enter the RENTER's premises where the rented equipment is stored or used at all time and recover the rented equipment.
- 5. The OWNER makes no warranty of any kind regarding the rented equipment, except that OWNER shall replace the equipment with identical or similar equipment if the equipment fails to operate in accordance with the manufacturer's specifications and operation instructions. Such replacement shall be made as soon as practicable after RENTER returns the non-conforming equipment.
- 6. RENTER indemnifies and holds OWNER harmless for all injuries or damage of any kind for repossession and for all consequential and special damages for any claimed breach of warranty.
- 7. These terms are accepted by the RENTER upon delivery of the terms to the RENTER or the agent or other representative of RENTER.

| Signature (Renter) | Date |
|--------------------|----------|
| | |