



Williamsburg Soil & Water Conservation District

502 Martin Luther King Hwy., Kingstree, SC 29556

843-354-9621 ext. 3

There is a \$200 a day minimum fee due before use

CONSERVATION TILLAGE EQUIPMENT RENTAL AGREEMENT between The Williamsburg Soil and Water Conservation District AND

Renter _____ **Phone #** _____

Williamsburg County Property

Mailing Address: _____

Email: _____

- **The drill is 6 foot.**

**The Renter must have a 2 inch ball
and a 70 horsepower tractor to pull it.** •

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/she has inspected the equipment and relies on that inspection and the renter's experience and judgment, not on any oral representation of the District or agents and that (1) the equip-ment **as is and with all faults** is suitable for his purposes and (2) the renter has the skills and equip-ment necessary to operate it safely. The Renter acknowledges that he/she should not use the equip-ment 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 nor-mal wear and tear, the renter 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/she is solely responsible for the equipment 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 of \$500.00. **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/she must call the Williamsburg Soil & Water personal immediately and the office will arrange to have the equipment fixed. If the renter decides to fix the problem, he/she does it at the renters own expense and will not be reimbursed for labor. The district will pay for any part needed to fix the equip-ment as long as the renter calls the office before fixing the equipment and brings the damaged part to the office.

●If the renter keeps the drill for longer than the renters scheduled timeframe, he/she will be re-sponsible for the minimum daily rate of \$200.00. 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 is located on the property of Mr. Brey Hedrick at
577 Cedar Swamp Road, Kingstree, SC 29556.**

**The Drill will be used to plant (Crop type) _____
on (Estimated) _____ acres.**

Estimated days of use: _____ days

Pick-Up Date: _____

Date of Return: _____

Responsible Renter's Signature: _____ Date: ____/____/20__

District Representative Signature: _____ Date: ____/____/20__

Make check payable to the Williamsburg Conservation District

This box is for Williamsburg Soil & Water District personal only.

Deposit(\$)/Penalty Fee (if any): _____

Total Acres Planted: _____ Total Days Used: _____

Total Amount Due: _____(WSWCD) Initials: _____