

MONTGOMERY SOIL CONSERVATION DISTRICT  
18410 Muncaster Road  
Derwood, MD 20855  
301-590-2855  
[www.montgomeryscd.org](http://www.montgomeryscd.org)

Equipment Rental Lease Agreement\*

Name: \_\_\_\_\_ Cell Phone Number: \_\_\_\_\_

Office Phone Number: \_\_\_\_\_

Home Phone Number: \_\_\_\_\_

Email Address: \_\_\_\_\_

Billing Address: \_\_\_\_\_

Farm Name: \_\_\_\_\_

Equipment to be rented: \_\_\_\_\_

Date Equipment Used: \_\_\_\_\_ Approximate Acres Covered: \_\_\_\_\_

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Equipment Type and Fee Schedule:

No-Till Drill \$25/day - *All residual seed must be removed by the operator before this equipment is returned.*

Dewdrop Native

Seed Drill \$15/day - *All residual seed must be removed by the operator before this equipment is returned.*

Manure Spreader \$15/day

Walk-Behind Tractor \$15/day

(BCS)

BCS Attachments \$10/day (rotary plow, roller/crimper)

Plastic Mulch Lifter \$20/day

Aerator - Ramp yes/no \$10

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Note: Certificate of Insurance (i.e. Declaration Page, Accord Certificate, etc.) required- minimum \$100,000 liability

**MSCD MUST RECEIVE THE COMPLETED APPLICATION AND INSURANCE DOCUMENTS  
BEFORE EQUIPMENT LEAVES ROCK HILL ORCHARD**

Payment is to be made by check payable to Montgomery Soil Conservation District upon return of equipment

**To prevent field to field contamination the equipment MUST be cleaned thoroughly  
before returning it to Rock Hill Orchard**

This farm equipment program is made possible through the support of Montgomery County Government, the Montgomery County Farm Bureau and the US Small Business Administration. Montgomery Soil Conservation District works to promote conservation of our natural resources and sustain agriculture in Montgomery County. We support the use of Best Management Practices on the farm and wish you a safe and successful planting season.

**\*Training on ALL equipment is required before using the equipment. Once training is completed, for future equipment rentals provide the equipment type and the date that you received training.**

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Lease Contract for:

LandPride No-Till Drill  
John Deere Manure Spreader  
BCS Walk-Behind Tractor  
Rain-Flo Plastic Mulch Lifter  
Little Sioux Prairie Company - Dewdrop Native Seed Drill  
Blue Bird-Aerator

Montgomery Soil Conservation District (henceforth referred to as MSCD), in cooperation with Montgomery County Government is able to make available to farmers and those interested in installing best management practices, several pieces of equipment.

In order to administer the program and provide needed maintenance and repair, a fee will be assessed to each lessee as outlined in the following Lease Terms and Conditions:

### Terms and Conditions

- HARMLESS:** I assume all risks inherent in the operation and use of the rental equipment during my rental term. I agree to hold the MSCD and Rock Hill Orchard LLC harmless and release the MSCD and Rock Hill Orchard, LLC from all claims resulting from property damage or bodily injury, including death or from the loss of time or convenience resulting from the use or possession of the rental equipment.
- INSPECTION:** Prior to taking possession of the rental equipment, I acknowledge, by my signature, that I have examined it, and that it is in good, working condition except for any defects noted on this contract.
- RENTER RESPONSIBILITY:** It is my responsibility to pick-up, clean, and return equipment to Rock Hill Orchard 28600 Ridge Road, Mount Airy, Maryland 21771. I agree to use the equipment in the manner it was intended as outlined in the operator's /owner's manual. I assume the responsibility for any damages caused to the equipment from negligence or improper use. The equipment **MUST** be cleaned thoroughly before returning it to Rock Hill Orchard to prevent field to field contamination.
- TRANSPORTATION:** I accept full liability for the safe transportation and use of the equipment. A Certificate of Insurance showing a minimum of \$100,000 liability is required to be on file with the MSCD prior to transportation if the equipment is transported by any means other than insured farm

equipment. The rental equipment must stay within Montgomery County, and may not be transported at night due to safety concerns. I agree to return the equipment to Rock Hill Orchard immediately upon the completion of my use and cleaning of the equipment.

5. **DAMAGE:** I am responsible for the cost of repairs due to damage of the equipment caused during my rental or transportation of equipment. The MSCD is not responsible for any damage to any vehicle as part of the towing or transport of the equipment rented under this agreement. I will report any damage to equipment to MSCD immediately.
  
6. **EQUIPMENT MAINTENANCE:** I agree to remove any remaining seeds, dirt, manure, fertilizer and any other residue from the equipment and I agree to grease the equipment before it is returned to the point of storage, if applicable. *Because diseases can be spread by contaminated soil on tillage equipment it is very important that ALL equipment be cleaned so that no visible soil is left on the tools.*
  
7. **CHARGES AND PAYMENTS:** I agree to pay the rental charges from the total days of equipment use. MSCD recognizes that there may be rainy days that the operator has the equipment in possession but the operator does not have the opportunity to use it. The operator will self-certify actual days the equipment is used. I agree to call the MSCD upon completion and report the number of days the equipment was in my possession. I acknowledge that possession of the equipment for any portion of a day may result in the full daily rental fee. Office hours for reporting are Monday through Friday between 7 am and 4:30 pm. Please note that any outstanding payments must be paid in full before future equipment rentals.
  
8. **REPOSSESSION:** I give the MSCD, and its representatives, the right to enter my property to inspect or repossess the equipment at any time. I acknowledge that the consignment, misappropriation, sale, or failure to return the rental equipment within a reasonable time may constitute a crime.
  
9. **EQUIPMENT FAILURE:** It is my responsibility to inspect the equipment prior to use and to report any problems to the MSCD. In the event the equipment does not work properly or equipment fails during use, I will report the problem immediately to the MSCD. In either case, the equipment should not be used until repaired or authorized by the MSCD. If I fail to report the need for repair or if I continue to use the equipment when not functioning properly, I will compensate MSCD for the full cost of the repairs.
  
10. **WARRANTIES:** I understand that there are no warranties written, expressed, or implied.

I have read and agree to all the terms and conditions of the rental lease contract. I certify that I have taken the required training for leasing this equipment and that I understand the charges and procedures outlined. I will, to the best of my ability, provide the utmost care in transportation and use of the equipment while in my possession. Furthermore, I understand that I must have or be in the process of getting a Soil Conservation and Water Quality Plan for my property prepared by MSCD.

Signature \_\_\_\_\_

Date \_\_\_\_\_