

COGONGRASS SPRAYER AGREEMENT

This agreement is entered into by and between the Harrison County Soil & Water Conservation District and _____, hereinafter referred to as the operator, for the purpose of establishing conditions under which certain specialized equipment will be loaned to operator.

The purpose of this agreement is to make needed specialized equipment available to users or landowners, to provide for its safe use, care and return, and to establish liability for injury and damage in the hauling and use of same.

The rent of this equipment is subject to the following conditions:

MAINTENANCE AND CARE:

1. Sprayer should be securely attached to tractor, truck, or vehicle if used over a large area.
2. Strong 12-volt battery required; most 4-wheelers do not have a strong enough battery for sprayer operation.
3. Many chemicals, including common grass killers, will rust metal and fences.
4. Proper cleaning usually calls for 3 flushings with clean water and allowing sprayer to dry before returning. Thread-on filter should be thoroughly rinsed also.
5. Always follow label directions when spraying or mixing chemicals.

THE DISTRICT AGREES:

1. To provide equipment to operator in good and proper working condition.
2. To provide operator with maintenance and care instructions for the equipment.
3. To provide operator with Cogon Grass fact sheet.

THE OPERATOR AGREES:

1. To maintain equipment in good and proper operating condition at operator expenses except for normal wear, and to rinse equipment and dry equipment prior to return. Equipment will be returned in as good a condition as when it was picked up. In the event of damage to, destruction of, theft, or other harm to equipment due to negligence, operator agrees to fully compensate the District for the full value of the equipment.

2. To transport, at my cost, the equipment, from wherever located in Harrison County to my field, using all appropriate safety measures to protect the equipment.

3. To assume full liability for injury or damages with use of this equipment over private and public property.

4. Farmer warrants that he is familiar with the use and operation of equipment, and agrees that the operation of equipment will be under his exclusive control and direction, and does hereby release the lessor from any liability, exposure or expense which might be associated with a crop failure yield reduction or crop damage which is alleged to have resulted from the use of this equipment.

5. It is further understood by signature below that any person requesting the use of this equipment will have a \$5.00 per day maintenance fee, with a separate returnable deposit of \$25.00 for use. This equipment will be available on a day-to-day basis. You may pick it up during office hours one day and return it the following day, excluding weekends. Upon return of the equipment you must pay the fee for using the equipment. If lessee allows equipment to be removed from his/her property without District approval, this will not release lessee from responsibility or liability of damages to the equipment.

6. No person in the United States shall, on the grounds of race, color, religion, sex, age, marital status, handicap, or national origin, be excluded from participation in, be denied the proceeds of, or subject to discrimination in the performance of this agreement. Operator will comply with the Civil Rights Act of 1964, as amended, and any regulations promulgated thereto.

I agree to the terms of this lease and agree to pay an operational maintenance fee of \$5.00 per day with a separate deposit of \$25.00.

Lessee signature: _____ Phone: _____

Driver's license #: _____ Date: _____

Witnessed by: _____ obtained \$_____ rent deposit.

SWCD or NRCS personnel

A \$25.00 deposit before renting sprayer is required. This deposit will go toward your renting fee upon return of the sprayer if not paid in advance.

