



BERRIEN COUNTY CONSERVATION DISTRICT
3334 Edgewood Road, Berrien Springs, MI 49103
269-471-9111 x3 www.berriencd.org

Preserving & Protecting Our Natural Resources

Tree Planter Rental Agreement

I, _____ the Lessee, hereby rent from Berrien Conservation District (the Lessor), a Holland Tree Planter subject to the following terms and conditions:

1. The Lessee shall pay the Lessor a sum of **\$50.00 per day** for rental.
2. An appropriate length of time for the planter to be kept by the Lessee shall be determined and agreed upon by the Lessee and Lessor. An invoice for payment will be sent to address below upon return of equipment.
3. A penalty of \$100.00 per day shall be paid for each day the equipment is kept beyond prior agreement unless arrangements are made by contacting the Conservation District Administrator.
4. All labor, power, lubrication and supplies necessary to operate the equipment and to transport the equipment to the Lessee's site shall be furnished by the Lessee. Travel on roads should not exceed 25 mph.
5. The Lessor will furnish assistance to the Lessee, at the request of the Lessee, with adjustments and instruction for use of the equipment. However, the Lessor makes no warranty either express or implied as to the satisfactory operation or operability of the equipment, or as to the satisfactory results from use of the equipment.
6. The Lessee shall return the equipment when no longer needed by the Lessee or on demand by the Lessor, in a good condition and repair as when delivered to the Lessee, ordinary wear and tear excepted. It shall be lawful for the Lessor or its agents to enter upon the premises of the Lessee at any time to inspect the equipment and secure the return of the equipment.
7. The Lessee shall be responsibility for any damage to the equipment while in the possession of the Lessee, due to negligence, excepting ordinary wear and tear, as determined by the Lessor.
8. The Lessee assumes and agrees to pay for all loss or damage to property and injury to or death of persons including costs and expenses thereto arising, wholly or in part, from or in connection with the said use, transportation, operation, maintenance or repair of said equipment or any defect therein or failure thereof causing same or contribution thereto, and the Lessee shall forever indemnify the Lessor and save it harmless from all liability for any such loss, damage, injury and death, including all costs and expenses, incident thereto.

Lessee Name _____

Lessee Signature _____ Date _____

Address _____

_____ Phone _____

Email _____

Number of Acres planted _____

Date equipment picked up _____ Date equipment to be returned _____

Office Use: Returned in good condition Yes _____ No _____ Amount due _____

All Berrien County Conservation District programs and services prohibit discrimination on the basis of race, color, national origin, religion, sex, age, marital or family status, political belief, sexual orientation, or disability.