

## Post Pounder Rental Agreement

LESSEE		LESSOR	
Name:		Name:	Strafford County Conservation District
Street:		Street:	264 County Farm Road
City, State, Zip:		City, State, Zip:	Dover, NH 03820
Phone:		Phone:	603-749-3037
E-mail :		E-mail :	info@straffordccd.org
Contact:		Contact:	Alena Warren

**Equipment:** Kencove Post Driver **Model:** HD8 Hydraulic **Size:** Driving posts: 7-1'8" width – maximum 10' lengths **Weight:** 458lbs

Rental Term Begins: \_\_\_\_\_ Rental Term Ends: \_\_\_\_\_ Fence Length Intended: \_\_\_\_\_ Acres: \_\_\_\_\_  
 Address that the equipment will be used: \_\_\_\_\_ City, State, Zip \_\_\_\_\_

**Rental Rate: \$30 per day Maintenance Deposit: \$50.00.** Payment shall be due upon signing the rental agreement. Lessee is responsible for returning the equipment in good condition, and cleaned/rinsed and greased. A minimum charge of \$50.00 will be assessed if the unit is not clean, greased or is not in low range upon return. A convenience fee of \$5.00 will be added for any credit card payments, including an additional \$5.00 added to the \$50.00 maintenance deposit should the unit be returned in anything other than good condition. Rental is at the discretion of the Board of Supervisors. The Strafford and Rockingham County Conservation Districts retain the right to refuse rental for any reason.

**Use and Care:** Lessee is required to follow all safety and operational procedures as outlined in the User Manual. Lessee is also required to review the safety and maintenance features with a Conservation District Representative. The Lessee will utilize a tractor with at least 50 horsepower. . The Lessee is responsible to maintain the grease schedule and will apply grease for any location specified.

**Additional Terms & Liability:** The equipment will be towed on the road with the supplied trailer only. The Lessee will abide by all applicable traffic laws and will never exceed a safe traveling speed. The Lessee will never tow the equipment on limited access highways. Lessee will pay the cost of transporting the Equipment from Lessor's place of business and returning in thereto. Such transportation shall take place during the term hereof. If Lessee fails to return the equipment promptly at the end of the term, additional rental fees shall be payable for each day prorated at one and one-half times the normal rate. Lessee is responsible for any damage to the transporting vehicle or the equipment itself during transport. Lessee shall indemnify Lessor against all loss or damage to the Equipment while it is out of the Lessors possession. Damage to the equipment shall not abate or excuse making the prescribed rental payments. Lessee agrees to use and care for the Equipment in a careful and prudent manor, to pay all operation maintenance expenses while the Equipment is out of the possession of the Lessor, and to make at his/her expense, any and all repairs. The Equipment shall be returned to Lessor in as good condition as received, reasonable wear and tear expected. If upon its return to Lessor, the Equipment is not in such good condition, Lessor may repair and Lessee will pay the cost of any such repairs. Lessee assumes all risk and liability for and shall hold Lessor and its assigned harmless from all damages for injuries or death to persons and property arising out of the use, possession or transportation of the Equipment. **Lessee at his/her expense will carry insurance with minimum general liability in the amount of \$300,000.00 per occurrence for bodily injury and property damage.** Neither the Lessor, its assigns, the wholesale distributor, nor the Manufacturer shall be liable for any incidental or consequences damages which may result from any failure or use of the Equipment. **The Lessee must provide a Certificate of Insurance that displays these terms and the Certificate must list The District as Additional Insured.**

**Additional Liability:**

Use of this post hole digger is inherently dangerous and may cause injury to the user or others in the area, and I except and assume full responsibility for any injuries incurred, including death. NEITHER THE CONSERVATION DISTRICT NOR THE COUNTY ARE RESPONSIBLE FOR THEIR OWN NEGLIGENCE OR THAT OF THEIR AGENTS. In exchange for use of this post hole digger during the agreed term or any extension thereof, for myself, my heirs, guardian and legal representatives release and agree not to make or bring a claim of any kind against the Strafford County Conservation District or Strafford County for any injury, including death, to me or any damage to my property whether from negligence or not, or any other cause arising out of my use of this post hole digger; I also agree that if anyone makes any claim for any injury to (including death) or for any damage to my property, I will keep all those released by this Agreement free of any damages or costs away from these claims.

LESSEE SIGNATURE \_\_\_\_\_ DATE \_\_\_\_\_

Conservation District Representative \_\_\_\_\_ DATE \_\_\_\_\_

\*For SCCD/RCCD use only below this point  
 Insurance     Payment     Deposit