



Otsego County Soil & Water Conservation District
967 CO HWY 33 – COOPERSTOWN, NEW YORK 13326-9222 – PHONE (607) 547-8131 Option 4

SWCD – Landowner Contract
for the Wheatheart Trailer Mounted Post Driver

- I. I, _____, (Landowner) have requested the use of the (SWCD) Wheatheart Trailer Mounted Post Driver. In making this request and using the Driver, I agree to the following:
- a. I will reimburse the SWCD at the rate of \$75.00 per day within 30 days of being invoiced;
 - b. I will reimburse SWCD for the mileage if SWCD delivers/picks-up the Driver. Mileage fees will be based on \$0.75 loaded mile. I agree to operate the Driver in a safe, responsible, and prudent manner at all times. I will follow the the Manufacturer’s Guidelines as stated in the Operator’s Manual (a copy will accompany the Driver at all times) and I will heed the instructions given to me by SWCD staff. If I have any questions or problems, I will contact SWCD staff immediately;
 - c. I will cover the driver under my insurance policy for the time it is in my possession. I will contact my insurance agent prior to the Driver’s arrival and give them the dates I will be renting it;
 - d. I agree to perform any and all required hourly, daily, or weekly maintenance to the Driver at the appropriate time(s) while it is in my possession. Maintenance is to be done per the requirements specified in the operator’s Manual and SWCD staff. This includes, but is not limited to: lubrication, washing, and fluid monitoring. I will return the Driver with all fluids at full capacity;
 - e. I, as the renter, will take full responsibility for any damage to the Driver (outside of wear due to the normal and reasonable use as specified in the Operator’s Manual) which results from carelessness or negligence. I agree to reimburse SWCD 100% of the costs necessary to restore the Driver to its previous working condition;
 - f. I will inform SWCD of any known mechanical or other problems with the Driver that may require attention before it is next used;
 - g. Out of respect and consideration for other landowners requesting use of the Driver, I will make every effort to complete my work with the Driver in a timely manner. Time limits may be used and enforced when demand for the Driver is high.

Otsego County Soil & Water Conservation District
SWCD – Landowner Contract
For the Wheatheart Trailer Mounted Post Driver

II. SWCD agrees to:

- a. Perform pre-/post-rental inspections of the Driver in the presence of the renter;
- b. Conduct general maintenance as needed and keep the Driver in good working order. SWCD takes full responsibility for the routine maintenance and replacement of all parts associated with wear under proper and normal use;
- c. Use funds generated through rental rates for the maintenance specified above;
- d. Transport the Driver to and from the Landowner if requested;
- e. Generate and maintain a list of Landowners requesting the Driver and make every effort to schedule the Driver’s use in the most efficient and fair manner.
- f. Provide the Landowner with a copy of the Operator’s Manual and Quick Reference Guide to safe operation of the Driver.

III. Disclaimer

The Otsego County Soil & Water Conservation District takes no responsibility for any injury or accident that may be caused by the Driver. Caution and care should be taken at all times to ensure the Driver is used properly and safely.

IV. Signatures

| | |
|---------------------------------------|----------------|
| Landowner or qualified representative | Date |
| Contact Information | address: _____ |
| | _____ |
| | _____ |
| | phone: _____ |
| | _____ |
| _____ | _____ |
| SWCD representative | Date |