



Grundy County Soil and Water Conservation District

3415 Oklahoma Ave.

Trenton, MO 64683

Phone (660) 359-5685 ext. 3

Fax (660) 359-3249

GRUNDY COUNTY SWCD ROTARY CUTTER USE AGREEMENT

I, the Renter and User of the Rotary Cutter, agree to the following conditions.

RENTAL RATE:

Rental rate \$150.00/day or \$900.00/7 day week. Payment is due one (1) business day after rotary cutter is returned and inspected for damages. An additional 1-1/2% will be charged per month if not paid within 30 days. Out-of-County rental rate is \$200/Day.

OUT OF COUNTY RENTAL REQUIREMENTS:

1 day (\$200.00/day) rental charge, along with the \$200.00 deposit is required.
All other requirements apply as written.

DEPOSIT REQUIRED:

A \$200.00 damage deposit is required before using the cutter. The deposit will be held after return of equipment for up to 10 days for damage inspection and renter will be informed of any damage. If there is damage beyond normal wear and tear the repair costs will be taken out of the deposit. The remainder will be refunded to the renter or the renter will be billed for the balance.

NO 1/2 TON PICKUPS ARE ALLOWED TO PULL THIS PIECE OF EQUIPMENT

GENERAL CONDITIONS:

1. The rotary cutter will only be used for cutting grass **NOT** cutting trees or woody vegetation.
2. **I will keep my towing speed to less than 20 MPH.**
3. I will obey state and federal laws.
4. I will adjust the tractor draw bar so that the length of the draw bar is 16"-20" from the end of the PTO shaft to the draw bar hitch hole.
5. I will not exceed an operating speed of 5 MPH.
6. I will not remove any safety shields from the cutter.
7. I will not leave the tractor seat while the cutter is turning.
8. I will lubricate PTO U joints and the wing drive line slip joint shaft every 8 hours of operation.
9. I will check the gear box lubricant levels before use to make sure they have the proper kind and amount of lubricant.
10. Before transport I will fold the wings and install the transport lock braces.
11. I will only use a tractor equipped with a ROPS or cab and I will use a safety belt.
12. The operators will be 18 years of age or older.
13. As a minimum, I will use a 50 hp or larger tractor weighing at least 8,000 lbs. (*Maximum hp 140).
14. I will review the operation manual before using the cutter.
15. I will not operate the cutter within 300 ft of bystanders and coworkers.
16. **I will clean the cutter off so it will be clean and free of debris when returned.**
17. No extra riders allowed, only the operator.
18. I have at least the minimum liability coverage, as required by the state of Missouri, on the vehicle with which I will transport the equipment over public roadways.
19. I also maintain general farm liability insurance.
20. Subleasing or moving the equipment between users without the District's approval is not allowed. This written form must be signed by all renters before using equipment and receive approval from District staff.
21. I agree to use safety chains while transporting equipment.

SCHEDULING:

Priority for use of the cutter is given to the person who is ready to use the cutter and has paid the deposit.

AGREEMENT:

I agree to indemnify and hold Grundy County SWCD, their supervisors and employees harmless from and against any and all claims liabilities, losses, injury, costs and out of pocket expenses (including attorney's fees) arising out of, or in connection with the equipment leased.

I understand and agree to the conditions of this contract and will pay the charges requested by the Grundy County Soil and Water Conservation District.

Agreed to by _____ Date _____ Phone _____

Estimated date/s of use

of days

For Office Use:			
Damage Deposit/Ck. #	Date Received	Received by	Date deposit returned

INSPECTION:			
Inspected by _____		Date of inspection _____	
Damage Found: _____			
Estimated repair Expense: _____			

Rental Rate: \$150.00/day in-county \$200.00/day out-of-county

Rental Fee: _____

Estimated Damages: _____

Minus Deposit: _____

Balance Due: _____

Received by _____ Check # _____ Date _____