LAWRENCE COUNTY SOIL AND WATER CONSERVATION DISTRICT
10763 HIGHWAY 39 #G
MT. VERNON, MISSOURI 65712 PHONE (417) 466-7682

RENTAL CONTRACT

COST:

Rental Rates: John Deere No-till drill or Brillion Seeder = $10.00 per acre
Minimum Charge Per Use: - $75.00, Plus delivery fee.
Plus: $25.00 delivery fee (equipment will be delivered to all renters)
$50.00 delivery outside of Lawrence Co. (For landowners meeting the criteria for out of county rental)

TERMS:

Rental fees are billed to the renter. **Payment to be made in 30 days after billing.** A minimum billing charge of $ 10.00, plus a finance charge of 1.5% (annual percentage rate of 18%) will be added to all balances not paid within thirty days of initial billing.

Renter agrees to pay all reasonable attorney's fee and legal expenses allowable by law, incurred by rentee in collection proceedings of past due accounts.

METHODS OF USE/RESPONSIBILITIES:

1. Equipment shall not be requested for use until renter is ready for seeding (ground prepared, seed on hand, etc.). Barring weather problems and mechanical breakdowns, keeping equipment past reasonable time limits, as judged by the District Supervisors, will result in a daily charge of $40.00 Time allotted will be based on 30 acres per day.
2. Renter agrees that the equipment is in good working condition and that he/she has examined the equipment to ensure that it is free from defects.
3. **DRILL WILL BE USED ONLY ON FIELDS THAT ARE SUITABLE FOR CROP OR HAYING**. Suitability of ground is at the discretion of the LAWRENCE COUNTY SOIL AND WATER CONSERVATION DISTRICT TECHNICIAN.
4. Renter will use the equipment for the purpose for which it is designed and not for any other purpose.
5. Renter shall during the rental term keep and maintain the equipment in good condition, repair and shall be responsible for any loss, casualty, damage or destruction to said equipment not withstanding how caused. The renter also agrees to return the rental equipment in its present condition, reasonable wear and tear expected.
6. Renter will not alter, modify or attach anything to the rental equipment, not specifically designed to be attached to the rental equipment.
7. No one under the age of 18 years of age will be allowed to operate equipment.
8. MAKE SURE DRILL IS ALL THE WAY UP AND BE CAREFUL TURNING.
9. Must have tractor with minimum horse power rating of 85 H.P. for John Deere drill, and 60 H.P. for Brillion seeder.
10. Payment will be based on the number of acres shown on equipment.
11. Renter shall be solely responsible for all calibrations and settings required for seed type.
12. Renter shall be solely responsible for stand failure with the exception of actual equipment malfunction.
13. NRCS optimum seeding dates for legume seedings must be adhered to for the Board to give any consideration to failed stands.
14. Subleasing or moving this equipment between users is not allowed.
15. Renter shall indemnify the Lawrence County Soil and Water Conservation District (LCSWCD) against, and hold LCSWCD harmless from, any and all claims, actions, suits, proceedings, costs, expense, damages and liabilities, including attorney fees, arising out of, connected with or resulting from the equipment or the lease, including without limitations, the manufacture, selection, delivery, leasing, renting, control, possession, use, operation, maintenance or return of the equipment. Renter shall further indemnify LCSWCD, and hold LCSWCD harmless from all loss and damage to the equipment during the rental period. Renter recognizes and agrees that included in this indemnity clause, but not by way of limitation, is the renter's assumption of any and all liability for injury, disability and death of the equipment operator(s) or any other persons caused by the operation, use, control, handling or transportation of the equipment during the rental period.
16. Renter shall have at least the minimum liability coverage, as required by the state of Missouri, on the vehicle with which the renter will transport the drill over public roadways, and will utilize all safety devises, i.e. safety chain, when transporting equipment over public roadways.

I UNDERSTAND AND AGREE TO THE CONDITIONS OF THIS CONTRACT.

_____ _____
Signature Date

Safety Check: by

Hitch and Hitch Pin	☐	_____
Tires	☐	_____
Safety Chain	☐	_____