

Mercer County SWCD No-till Drill use Agreement

12' Drill

I, the Renter and User of the Drill, agree to the following conditions:

Rental Rate

\$7.00/acre with a minimum of \$75/day, except for bad weather and Sundays. Payment is due one (1) business day after drill return and inspection for damages. An additional 1-1/2% will be charged if not paid within 30 days. After 90 days, future rental and cost-share will be denied until bill is paid.

Deposit

A \$200 damage deposit is required before using the drill.

If there is damage, repair cost will be taken out of the deposit and the remainder will be returned to the renter. If the damage is greater than the deposit, Renter will be billed for the balance of the repair cost.

The deposit check will be held until the next board meeting when a board member and/or an employee can check the equipment for damages and the renter has paid the rent and any other necessary fees.

General Conditions

1. I will keep my towing speed to less than 20 mph and maintain 40 lbs. of tire pressure.
2. I will obey state and federal laws.
3. I will raise the drill on corners and ends. (Sharp turns can bend and/or break planter units.)
4. I will not back up with the disk openers in the ground. (Backing plugs units.)
5. I will read and record the acreage counter when I reach the field and when I leave the field.
6. I will remove the transport pins when I reach the field and replace the transport pins when I leave the field.
7. I will run coulters no deeper than I want the seed planted.
8. **I will clean the drill before I return it to the office. (No seed in the box. No mud on drill.)**
9. I will lubricate feeder cup sprocket bearings and jack shaft bearings every 20 hours of use.
10. I will not remove the chain links or any other parts.
11. District employees can refuse the use of the drill in the user's field if not suitable or based on past rental history.
12. All operators will be of 18 years of age or older.
13. I will not run fertilizer or chemicals through the drill.
14. I will use an 80 h.p. or larger tractor weighing at least 8,000 lbs.

Scheduling

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

Assumption of Liability and Hold Harmless

I assume all risk for injury to myself, or damage to my property, as a result of my use of the drill.

I will not hold the Mercer County Soil and Water Conservation District or the Natural Resource Conservation Service, their supervisors or employees liable, in any way, for any damages, injury, or losses that in some way result from the use of the drill.

I accept all liability for injury to others, or damage to the property of others, from my use of the drill.

I agree to defend, pay on behalf of, and hold Mercer County SWCD, NRCS, its supervisors, employees or agents, harmless from all claims of whatever nature or kind arising out of any act, or failure to act, whether or not negligent, in connection with my use of the drill, and my performance of the terms of this rental agreement.

I understand and agree to the conditions and will pay the charges requested by the Mercer County District.

Agreed to by _____ Date _____ Phone _____

_____ Crop to be seeded _____ Acres _____ Estimated date of use _____

Damage Deposit _____ Date Received _____ Received By _____

Ending Acre Count _____

Beginning Acre Count _____

Acres Used _____

Inspection: (Indicate if damage exists or if adequate.)

Disc openers: _____
Coulters: _____
Seedbox clean: _____
Hydraulic hose couplers: _____
Hitch: _____
Other: _____

Estimated repair expense: _____

Inspected by: _____ Date: _____

Total Fee: _____

Estimated damages: _____

Minus Deposit: _____

Balance Due: _____

Date Paid: _____ Check Number _____ Received by: _____