

Mercer County SWCD 24' Cultipacker Use Agreement

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

Rental Rate

\$6.00/acre with a minimum of \$75/day, except for bad weather and Sundays. Payment is due one (1) business day after cultipacker 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 cultipacker. If there is damage, repair costs 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 35 mph.
2. The cultipacker will not be operated over 7 mph in the field.
3. I will obey state and federal laws.
4. I will use an 80 h.p. or larger tractor weighing at least 8,000 lbs.
5. The cultipacker will not be used over rocky ground, as damage to the packer wheels may occur.
- 6. I will clean the cultipacker before I return it to the office. If it is not clean, cleanup fees will be assessed.**
7. Do not sit, stand or ride on the cultipacker.
8. I will follow manufacturer's recommendations pertaining to use and operation.
9. District employees can refuse the use of the cultipacker in the user's field if not suitable or based on past rental history.
10. All operators will be 18 years of age or older.

Scheduling

Priority for use of the cultipacker is given to the person who is ready to use the cultipacker 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 my use of the cultipacker.

I will not hold the Mercer County Soil and Water Conservation District or the Natural Resources 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 cultipacker.

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

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 cultipacker, 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 _____

Estimated date of Use

Estimated Acres

Damage Deposit

Date Received

Received by

Inspected by

Date of Inspection

Damage found: _____

Total Fee: \$6.00/acre (\$75/day minimum) X _____ acres used = _____

Estimated damages: _____

Minus Deposit: _____

Balance Due: _____

Date Paid: _____ Check Number _____ Received by: _____