



Grundy County Soil and Water Conservation District

3415 Oklahoma Avenue - Trenton, MO 64683

660-359-2006 Ext. 3

GRUNDY COUNTY SWCD BUSH HOG ROTARY CUTTER USE AGREEMENT

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

RENTAL RATE

Rental rate \$200.00/day. Payment is due one (1) business day after equipment return and inspection for damages. An additional 1.5% will be charged if not paid within 30 days. After 30 days, future cost-share will be denied until bill is paid.

- **NO LONG TERM RENTAL OVER 7 DAYS**
- **NO 1/2 TON PICKUPS ARE ALLOWED TO PULL THIS PIECE OF EQUIPMENT**

DEPOSIT REQUIRED

A **\$500.00** damage deposit is required before using this piece of equipment.

- **The deposit will be held after return of equipment for up to 10 days for damage inspection.**
- If there is damage beyond normal wear and tear the repair costs will be taken out of the deposit. The remainder will be returned to the renter or billed for the balance.

CLEANING CHARGE

A **\$200.00** cleaning fee will be added if cleaning is needed upon return of equipment.

GENERAL CONDITIONS

- I will obey state and federal laws.
- The operators will be 18 years of age or older.
- I agree to use safety chains while transporting equipment.
- **I will keep my towing speed to less than 20 MPH and I will not exceed an operating speed of 5 MPH.**
- As a minimum, I will use a 50 hp or larger tractor weighing at least 8,000 lbs. (*Maximum hp 140).
- The rotary cutter will only be used for cutting grass, **NOT** cutting trees or woody vegetation.
- I will adjust the tractor draw bar so the length of the draw bar is 16"-20" from the end of the PTO shaft to the draw bar hitch hole.
- I will not remove any safety shields from the cutter.
- I will not leave the tractor seat while the cutter is turning.
- I will lubricate PTO U joints and the wing drive line slip joint shaft every 8 hours of operation.
- I will check the gear box lubricant levels before use to make sure they have the proper kind and amount of lubricant.
- Before transport I will fold the wings and install the transport lock braces.
- I will only use a tractor equipped with a ROPS or cab and I will use a safety belt.
- I will review the operation manual before using the cutter.
- I will not operate the cutter within 300 ft of bystanders and coworkers.
- **I will clean the cutter off so it will be clean and free of debris when returned.**
- No extra riders allowed, only the operator.
- I will protect the cutter from theft while it is in my possession.

ADDITIONAL PROVISIONS

- 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.
- I maintain general farm liability insurance.
- **In the event the equipment is damaged – repairs will be made by an authorized individual approved by the SWCD Board. If the equipment is reserved at the time of damage, the daily rental rate will be charged for all days of lost rental. This is in addition to any repair charges or clean-up fees assessed.**
- **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.**

SCHEDULING:

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

District employees can refuse the use of equipment in the user's field if not suitable or based on past rental history.

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.*

We require the deposit check and the rental fee to be paid by the individual signing the equipment agreement.

Renter's Signature: _____ Date: _____ Phone: _____

Print Name _____ Estimated date(s) of use: _____

Address _____

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:	\$200/day		
# Days Used:	_____		
Estimated Damages:	_____		
Minus Deposit:	_____		
Balance Due: _____			
_____	_____	_____	_____
Received by	Check number	Date	
Receipt # _____			