



Grundy County Soil and Water Conservation District

3415 Oklahoma Avenue - Trenton, MO 64683

660-359-2006 Ext. 3

GRUNDY COUNTY SWCD MULCHER USE AGREEMENT

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

RENTAL RATE:

Rental rate \$200.00 per 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.
- All 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 25 mph and maintain 32 lbs tire pressure.
- The mulcher will only be used for erosion control practices, not grinding hay.
- I will adjust the tractor drawbar so that the bottom of the tongue is 15 inches off the ground.
- I will not attempt to load bales over 2000 lbs.
- I will not allow twine to build up on rotor.
- I will not attempt to unload bales with the tines.
- **I will lubricate PTO U joints, shaft bearings, stabilizer pivot, and auger shaft every 8 hours of operation.**
- **Before transporting I will fold the rack and deflector into the hopper and secure with a lock pin.**
- **Before Use, I will unfold rack and deflector and remove pins from bale lift.**
- I will not remove chain links or other parts.
- I will use an 80 h.p. or larger tractor weighing at least 8,000 lbs.
- Renter will supply 3/4" Hitch pin.
- I will protect the Mulcher from theft while 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 accessed.**
- **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 mulcher is given to the person who is ready to use the mulcher 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 # _____			