

---

# *Gentry County*

## *Soil & Water Conservation District*

---

512 East Highway 136

Albany, MO 64402

Phone: 660-726-5255 ext. 3

### **Gentry County SWCD Mulcher User Agreement**

**I, the renter and user of the mulcher, agree to the following:**

**RENTAL RATE:**

\$75/acre + \$50 for each additional acre; \$75 minimum charge. Payment is due after mulcher has been returned and inspected. An additional 1 ½% will be charged if not paid within 30 days. After 30 days, future cost share will be denied until bill is paid.

**OUT OF COUNTY RENTAL RATE:** \$95/acre + \$50 for each additional acre.

**There will be a \$20.00 fee for twine or net wrap left in the mulcher.**

**GENERAL CONDITIONS**

1. The mulcher will only be used for erosion control practices, not grinding hay.
2. I will keep my towing speed to less than 25mph and maintain 32lbs tire pressure.
3. I will obey State and Federal laws.
4. I will adjust the tractor drawbar so that the bottom of the tongue is 15 inches off the ground.
5. I will not attempt to load bales over 2000 lbs.
6. I will not allow twine or net wrap to build up on rotor.
7. Before transporting I will fold the rack and deflector into the hopper and secure with a lock pin.
8. The operators will be 18 years of age or older.
9. I will use an 80 h.p. or larger tractor weighing at least 8000 lbs.
10. Please contact the office prior to making any repairs or modifications.
11. 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.
12. I also maintain general farm liability insurance.
13. Subleasing or moving the equipment between users without the District's approval is not allowed. The written form must be signed by all renters before using equipment and receive approval from District staff.
14. I agree to use safety chains while transporting equipment.

**SCHEDULING:**

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

**AGREEMENT:**

I agree to indemnify and hold Gentry 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 Gentry County Soil and Water Conservation District.

Agreed to by: \_\_\_\_\_ Date: \_\_\_\_\_ Phone: \_\_\_\_\_

Printed: \_\_\_\_\_

<b>For Office Use:</b>	
<b>INSPECTION:</b>	
_____	_____
Inspected By	Date of Inspection
Damages Found: _____	
Estimated Repair Expense: _____	

Acres

\_\_\_\_\_ 1<sup>st</sup> Acre \_\_\_\_\_ (\$75)

\_\_\_\_\_ Add. Acre \_\_\_\_\_ (\$50)

Damages: \_\_\_\_\_

Balance Due: \_\_\_\_\_ Check #: \_\_\_\_\_ Date Paid: \_\_\_\_\_ Received By: \_\_\_\_\_