

**CEDAR COUNTY SOIL AND WATER CONSERVATION DISTRICT  
208 WEST STREET, STOCKTON, MO 65785  
PHONE (417) 276-3388, ext. 3**

**RENTAL CONTRACT**

**COST:**

Rental Rates: John Deere No-Till Drill - \$10.00 per acre / Out of county - \$12.00 per acre  
Minimum charge per use: \$100.00 / Out of County - \$120.00  
\$50.00 delivery and set up fee  
\$100.00 deposit / Out of County - \$120.00 deposit

**TERMS:**

Rental fees are billed to the renter. **Payment to be made in 30 days after billing.** A minimum billing charge of \$2.00, plus a finance charge of 1.5% (annual percentage rate of 18%) will be added to all balances not paid within thirty days of initial billing.

Renter agrees to pay all reasonable attorney's fee and legal expenses allowable by law, incurred by rentee in collection proceedings of past due accounts.

**METHODS OF USE/RESPONSIBILITIES:**

1. Equipment shall not be requested for use until renter is ready for seeding (ground prepared, seed on hand, etc.). Barring weather problems and mechanical breakdowns, keeping equipment past reasonable time limits, as judged by the District Supervisors, will result in a daily charge of \$40.00. Time allotted will be based on 30 acres per day.
2. **Maximum speed on highway is 35 MPH.**
3. Renter agrees that the equipment is in good working condition and that he/she has examined the equipment to ensure that it is free from defects.
4. **DRILL WILL BE USED ONLY ON FIELDS THAT ARE SUITABLE FOR CROP OR HAYING.** Suitability of ground is at the discretion of the CEDAR COUNTY SOIL AND WATER CONSERVATION DISTRICT TECHNICIAN.
5. Renter will use the equipment for the purpose for which it is designed and not for any other purpose.
6. Renter shall during the rental term keep and maintain the equipment in good condition, repair and shall be responsible for any loss, casualty, damage or destruction to said equipment not withstanding how caused. The renter also agrees to return the rental equipment in its present condition, reasonable wear and tear expected.
7. A \$20.00 fee will be deducted from the deposit if the drill is not returned clean and free of seed.
8. Renter will not alter, modify or attach anything to the rental equipment, not specifically designed to be attached to the rental equipment.
9. **WHEN TURNING, MAKE SURE DRILL IS ALL THE WAY UP AND BE CAREFUL TURNING.**
10. Payment will be based on the number of acres shown on equipment.
11. Renter shall be solely responsible for all calibrations and settings required for seed type.
12. Renter shall be solely responsible for stand failure with the exception of actual equipment malfunction.
13. NRCS optimum seeding dates for legume seeding's must be adhered to for the Board to give any consideration to failed stands.
14. Subleasing or moving this equipment between users is not allowed without prior office approval.
15. Renter shall indemnify the Cedar County Soil and Water Conservation District (CCSWCD) against, and hold CCSWCD harmless from, any and all claims, actions, suits, proceedings, costs, expense, damages and liabilities, including attorney fees, arising out of, connected with or resulting from the equipment or the lease, including without limitations, the manufacture, selection, delivery, leasing, renting, control, possession, use, operation, maintenance or return of the equipment. Renter shall further indemnify CCSWCD, and hold CCSWCD harmless from all loss and damage to the equipment during the rental period. Renter recognizes and agrees that included in this indemnity clause, but not by way of limitation, is the renter's assumption of any and all liability for injury, disability and death of the equipment operator(s) or any other persons caused by the operation, use, control, handling or transportation of the equipment during the rental period.
16. Renter shall have at least the minimum liability coverage, as required by the state of Missouri, on the vehicle with which the renter will transport the drill over public roadways, and will utilize all safety devises, i.e. safety chain, when transporting equipment over public roadways.

**I UNDERSTAND AND AGREE TO THE CONDITIONS OF THIS CONTRACT.**

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

A minimum billing charge of \$2.00, plus a finance charge of 1.5% (annual percentage rate of 18%) will be added to all balances not paid within thirty days of initial billing.

**Safety Check:**

by: \_\_\_\_\_

Hitch and Hitch Pin

Tires

Safety Chain

