

CARTER COUNTY SOIL & WATER CONSERVATION DISTRICT

32377 US Hwy 60, PO BOX 154

ELLSINORE, MO 63937 PHONE 573-322-0233

**COST:** \$100 deposit, will be refunded upon return of the disk/roller and after inspection for damage and cleaning.

Barring weather problems and mechanical breakdowns, keeping equipment past the set time, as scheduled by the District Manager and/or Technician, will result in a daily charge of \$50.00.

**There will be an extra charge to the user of \$50 if the equipment is not cleaned. The equipment must be greased, too! If, after the fee has been paid, it is found that the disk or roller has not been cleaned or greased properly, or if there is damage, you will receive a bill in the mail from the district for the cleaning and/or repair that is needed.**

**TERMS:** Rental fees are billed to the renter. **PAYMENT MUST BE MADE WITHIN 30 DAYS AFTER BILLING.** A MINIMUM BILLING CHARGE OF \$5.00, PLUS A FINANCE CHARGE OF 1.5% (ANNUAL PERCENTAGE RATE OF 18%) WILL BE ADDED TO ALL BALANCES NOT PAID WITHIN THIRTY DAYS OF BILLING. Renter agrees to pay all reasonable attorney's fee and legal expenses allowable by law, incurred by Carter Co. SWCD in collection proceedings of past due accounts.

**METHODS OF USE/RESPONSIBILITIES:**

- 1. AT THE END OF EACH ROW, LIFT THE EQUIPMENT BEFORE MAKING THE TURN!! IF THIS IS NOT DONE, DAMAGE WILL OCCUR AND YOU WILL BE RESPONSIBLE FOR THE REPAIRS!**
- 2. THE EQUIPMENT IS TO BE TRANSPORTED DURING DAYLIGHT HOURS ONLY!!**
3. Renter shall indemnify the Carter County SWCD against, and hold Carter Co. SWCD harmless from, any and all claims, actions, suits, proceedings, cost, expense, damages and liabilities, limitations, the manufacture, selection, delivery, leasing, renting, control, possession, use, operation, maintenance or return of the equipment. Renter shall further indemnify Carter Co. SWCD and hold Carter Co. SWCD harmless from all loss and damage to the equipment.  
Renter shall indemnify and hold harmless the Carter County SWCD, and any and all of its board members, employees, or authorized volunteers, for any and all liability for property damage and/or bodily injuries (including death) to the renter or another party in connection with the use, possession, or transportation of the rented equipment.
4. No one under 18 years of age will be allowed to operate equipment.
- 5. Speed limit for transporting the rented equipment will not be over 25 mph and transported during daylight hours only.**
6. Renter agrees to pick up rented equipment and return it to the Carter Co. SWCD office during regular business hours unless arrangements have been made with the SWCD office.
7. Renter shall, during the rental term, keep and maintain the equipment in good condition.
8. Renter shall call district office and/or district technician if any mechanical problems occur during rental term. SWCD staff will determine who/how the repairs will be made.

9. Renter shall be responsible for any loss, theft, casualty, or damage or destruction to the rented equipment not withstanding how caused while in the renter's care custody or control.
10. Renter agrees to return the rental equipment in its present condition. Reasonable wear and tear, as determined by district field technician, is expected.
11. Renter will use the rented equipment for the purpose for which it is designed and not for any other purpose.
12. District will conduct a short instructional review on the use of the rented equipment, and the renter is expected to follow the instructions given. (general instruction sheet)
13. Subleasing is not allowed.
14. Renter shall have and provide proof of automobile liability coverage with at least the minimum limit of liability, as required by the State of Missouri, on all vehicles in which the renter will transport the rented equipment, and utilize all safety devices while in transport.
15. A copy of the renter's current driver license and automobile insurance card will be taken.

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

\_\_\_\_\_  
SIGNATURE

\_\_\_\_\_  
DATE

\_\_\_\_\_  
Phone number

<u>SAFETY CHECK:</u>	By	<u>CHECK IN:</u>	By
Hitch and hitch pin:	— _____	cleaned	— _____
Tires:	— _____	tires	— _____
Safety Chain:	— _____		
Greased	— _____		

Initial Fee: _____	Receipt Number: _____
	Check numbers: _____
Additional charges: _____	Additional charges description:
Total charges: _____	

# GENERAL ROLLER AND/OR DISC INSTRUCTIONS

- SWCD MUST HAVE \$100 DEPOSIT, RENTERS PHONE NUMBER AND A COPY OF INSURANCE AND DRIVERS LICENSE.
- RENTER WILL RECEIVE RECEIPT OF DEPOSIT
- PRE-CHECK OF ROLLER OR DISC HAS BEEN MADE BY THE SWCD
- LANDOWNER UNDERSTANDS:
  - 50 HORSE POWER TRACTOR IS RECOMMENDED W/TWO HYDRAULIC HOOK-UPS
  - HYDRAULIC SAFETY LOCK PIN MUST BE REMOVED ON THE DISC
  - THE FIELD TO BE SEEDED MUST BE CLEAR OF STUMPS AND LARGE ROCKS
  - EQUIPMENT MUST BE PICKED UP FOR TURNS
  - WHEN FINISHED WITH THE EQUIPMENT:
    - CLEAN THE EQUIPMENT
    - GREASE THE EQUIPMENT
    - WIRE THE HYDRAULIC HOSES UP
    - PUT THE HYDRAULIC SAFETY LOCK PIN BACK IN
- DEPOSIT WILL BE RETURNED AFTER THE DISTRICT TECHNICIAN HAS INSPECTED THE EQUIPMENT