



Grundy County Soil and Water Conservation District

3415 Oklahoma Ave.

Trenton, MO 64683

Phone (660) 359-5685 ext. 3

Fax (660) 359-3249

GRUNDY COUNTY SWCD MULCHER USE AGREEMENT

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

RENTAL RATE:

Rental rate \$100.00 or \$350.00/5 day week, \$200.00/day out of county. Payment is due one (1) business day after mulcher return and inspection for damages. An additional 1 1/2% 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 REQUIREMENTS:

\$200.00/day rental, along with the \$400 deposit. All other requirements apply as written.

DEPOSIT REQUIRED:

A \$200.00 damage deposit is required before using the mulcher. The deposit will be held after return of equipment for up to 10 days for damage inspection and renter will be informed of any damage. 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.

NO 1/2 TON PICKUPS ARE ALLOWED TO PULL THIS PIECE OF EQUIPMENT

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 25 mph and maintain 32 lbs 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 to build up on rotor.
7. I will not attempt to unload bales with the tines.
8. **I will lubricate PTO U joints, shaft bearings, stabilizer pivot, and auger shaft every 8 hours of operation.**
9. *Before transporting I will fold the rack and deflector into the hopper and secure with a lock pin.*
10. I will not use chain links or other parts.
11. The operators will be 18 years of age or older.
12. I will use an 80 h.p. or larger tractor weighing at least 8,000 lbs.
13. **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.**
14. 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.
15. I also maintain general farm liability insurance.
16. 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.
17. 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 and has paid the deposit.

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.

Agreed to by _____ Date _____ Phone _____

Estimated date/s of use

of days

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: \$100.00/day

Rental Fee: _____

Estimated Damages: _____

Minus Deposit: _____

Balance Due: _____

Received by _____ Check # _____ Date # _____ Revised 3-13-13 (KS)