



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 ROTARY TILLER USE AGREEMENT

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

RENTAL RATE:

In County: Rental rate is \$50.00 per day.

Out of County: Rental rate is \$50.00 per day. With a \$400.00 damage deposit required.

DEPOSIT REQUIRED:

A \$200.00 damage deposit is required before use. The deposit will be held after return of equipment until such time as an inspection for damage can be made by SWCD. If there is damage beyond normal wear and tear the renter will pay the damage costs assessed.

GENERAL CONDITIONS:

1. You must be a landowner.
2. If the ground is frozen the tiller may not be used.
3. I will use a 2-wheel drive tractor not to exceed 80 hp
4. I will obey state and federal laws.
5. The operator will be 18 years of age or older.
6. District Employees can refuse the use of the tiller in the user's field if not suitable or based on past rental history.
7. I will be the sole user of the tiller.
8. 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.
9. 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.
10. I also maintain general farm liability insurance.
11. 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.
12. I agree to use safety chains while transporting equipment.
13. I will keep my towing speed to less than 20 MPH.
14. I will not remove any safety shields from the tiller.
15. I will not leave the tractor seat while the tiller is turning.
16. I will only use a tractor equipped with a ROPS or cab and I will use a safety belt.
17. I will clean the tiller off so it will be clean and free of debris when returned.
18. No extra riders allowed, only the operator.
19. Do not operate tiller on slopes too steep for safe operation.
20. Operate the tiller a low speeds (less than 1 mph—3 mph) depending on soil types, conditions and depth of operation.
21. **Do not turn with tiller in the ground as this can damage tiller and tractor linkage. Never use reverse gear while tiller is lowered into ground. Avoid operating tiller in the raised position.**
22. **Stay clear of rotating drivelines. Do not operate without driveline shields in place and in good condition. Failure to heed these warnings may result in personal injury or death.**
23. **Keep hands and feet from under machine at all times. Make certain everyone is clear of machine before operating. Failure to heed these warnings may result in personal injury or death.**

Revised 8-24-11 (KS)

SCHEDULING:

Priority for use of the tiller is given to the person who is ready to use the tiller 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: \$50.00/day

Rental Fee: _____

Estimated Damages: _____

Minus Deposit: _____

Balance Due: _____

Received by _____ Check# _____ Date _____ Revised 8-24-11 (KS)