



Mercer County Soil and Water Conservation District

20593 US Hwy. 65 Princeton, MO 64673 Phone (660) 748-3857 ext. 3 Fax (660) 748-4589

MERCER COUNTY SWCD SCRAPER USE AGREEMENT

I, the Renter and User of the Scraper, agree to the following conditions:

RENTAL RATE:

Rental Rate is \$75/day. Payment is due one (1) business day after scraper is returned and inspected for damages. An additional 1.5% per month will be charged if not paid within 30 days. After 90 days, future rental and cost-share will be denied until bill is paid in full.

****IF RENTER FAILS TO RETURN THE EQUIPMENT 2 DAYS AFTER THEIR SCHEDULED RENTAL PERIOD, THEN A RATE OF \$75/DAY PENALTY WILL BE INCURRED UNTIL THE EQUIPMENT IS RETURNED**** Initial _____

DEPOSIT REQUIRED:

A \$200 damage deposit is required before using the scraper.

****If there is damage, repair cost will be taken out of the deposit and the remainder will be returned to the renter. If the damage is greater than the deposit, Renter will be billed for the balance of the repair cost. IF SCRAPER IS RETURNED UN-GREASED, A \$100.00 SERVICE FEE WILL BE INCURED**.** Initial _____

The deposit check will be held until a board member and/or an employee can check the equipment for damages and the renter has paid the rent and any other necessary fees.

GENERAL CONDITIONS

1. I will keep my towing speed less than 35mph and maintain 40 psi tire pressure (If one tire has less pressure than the other, the softer tire will squat which will result in an uneven cut).
2. I will obey state and federal laws.
3. 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.
4. I will not turn while loading or unloading the scraper.
5. **I will grease all zerks and pivot points 2 times per day. (To grease the front truck, retract cylinders until front wheels are off the ground. This will allow the grease to lubricate the whole ball).**
6. I will be careful not to force the gate far enough to become over center or lay on top of the scraper bowl.
7. All operators will be of 18 years of age or older.
8. I will protect the scraper against theft while in my possession.
9. I will use a tractor with a horsepower rating of 60-120.
10. District employees can refuse the use of all equipment based on past rental history.
11. **In the event of damage, 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.**

SCHEDULING:

Priority for use of the scraper is given to the person who is ready to use the scraper and has paid the deposit.

Additional Provisions:

The Renter will be required to bring a 3/4" hitch pin.

Assumption of Liability and Hold Harmless:

I understand and agree to these conditions and will pay the charges requested by the Mercer County Soil and Water Conservation District.

I assume all risk for injury to myself, or damage to my property, as a result of my use of the scraper.

I will not hold the Mercer County Soil and Water Conservation District or the Natural Resource Conservation Service, their supervisors or employees liable, in any way, for any damages, injury, or losses that in some way result from the use of the scraper.

I accept all liability for injury to others, or damages to the property of others, from my use of the scraper.

I agree to defend, pay on behalf of, and hold Mercer County SWCD, NRCS, its supervisors, employees or agents, harmless from all claims of whatsoever nature or kind arising out of any act, or failure to act, whether or not negligent, in connection with my use of the scraper, and my performance of the terms of this rental agreement.

If legal services of any kind are needed in the collection of a rental bill, the renter will be charged for all fees associated with the collection and payment must be made by either cashiers check or money order.

By signing this rental agreement, I accept all liability for the equipment and any damages to it or others while in my possession.

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

Remarks-			

Rental Rate: \$75.00/day

Rental Fee: _____

Estimated Damages: _____

Minus Deposit: _____

Balance Due: _____