

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 ATV WARM SEASON GRASS SEEDER USE AGREEMENT

I, the Renter and User of the ATV Warm Season Grass Seeder, agree to the following conditions:

RENTAL RATE:

Rental Rate is \$20 for the first 3 days, then \$20/day after. Payment is due one (1) business day after ATV Warm Season Grass Seeder 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 \$100 damage deposit is required before using the ATV Warm Season Grass Seeder

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. 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 not use the ATV Warm Season Grass Seeder to apply fertilizer or lime.
- 2. I will operate the ATV Warm Season Grass Seeder at slow speeds.
- 3. I will always empty the seed hopper immediately after use.
- 4. The renter will pay for any breakage other than normal wear and tear.
- 5. The seed box will be emptied prior to return. If seed box is not emptied, a \$10.00 fee will be assessed.
- 6. Connecting the cables to the battery backwards will result in damage to the electrical system.
- 7. I will protect the ATV Warm Season Grass Seeder against theft while in my possession.
- 8. District employees can refuse the use of all equipment based on past rental history.

9. 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 assessed.

SCHEDULING:

Priority for use of the ATV Warm Season Grass Seeder is given to the person who is ready to use the ATV Warm Season Grass Seeder and has paid the deposit.

MISCELLANEOUS:

- 1. The ATV Warm Season Grass Seeder draws up to 12 amps on the electrical system. If this is a concern, you may wish to use a supplemental 12-volt, deep cycle battery.
- 2. Operate the ATV Warm Season Grass Seeder so seed is being spread with the wind direction and not against.
- 3. Travel speed of the ATV should be equal to a moderate walking rate (approximately 2 mph).

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 ATV Warm Season Grass Seeder.

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 ATV Warm Season Grass Seeder.

I accept all liability for injury to others, or damages to the property of others, from my use of the ATV Warm Season Grass Seeder. 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 ATV Warm Season Grass Seeder, 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.

greed to by	Date	Phone	
stimated date/s of use	# c	of days	
For Office Use:			
Damage Deposit/Ck. #	Date Received	Received by	Date deposit returned
********	******	*****************	*****
Remarks-			

Balance Due:			
Minus Deposit:			
Estimated Damages:			
Rental Fee:			
Rental Rate:	\$20.00 for 3 days, after 3 days then \$20.00/day		