

CARTER COUNTY SOIL & WATER CONSERVATION DISTRICT
30377 US Hwy 60, PO BOX 154
ELLSINORE, MO 63937 PHONE 573-322-0233

COST: \$100 deposit. Will be refunded (applied to the acreage fee) upon return of the drill **OR** after inspection for damage and cleaning. Plus: Fee of **\$12 per acre** for the 7ft drill and **\$15.00 per acre** for the 10 ft drill. Payment will be based on the number of acres shown on the equipment. **There is a \$50 minimum for drill use.**

Equipment shall not be requested for use until renter is ready for use (ground prepared, seed on hand, etc.). 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 seed boxes are not cleaned out and the drill is not hosed off upon return of the drill. The drill must be greased, too! The District Technician will inspect the drill for damage and cleaning. IF, AFTER THE ACREAGE FEE HAS BEEN PAID, IT IS FOUND THAT THE DRILL HAS NOT BEEN CLEANED AND 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 AND additional 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 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 DRILL BEFORE MAKING THE TURN!! IF THIS IS NOT DONE, DAMAGE WILL OCCUR TO THE DRILL AND YOU WILL BE RESPONSIBLE FOR THE REPAIRS!**
- 2. THE EQUIPMENT IS TO BE TRANSPORTED DURING DAYLIGHT HOURS ONLY!!**
- 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.
- 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 DRILL INSTRUCTIONS 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 # _____

<u>SAFETY CHECK:</u>	By	<u>CHECK IN:</u>	By
Hitch and hitch pin:	— _____	Boxes cleaned	— _____
Tires:	— _____	tires	— _____
Safety Chain:	— _____	ACREAGE COUNT:	_____ (end)
Greased	— _____	ACREAGE COUNT:	_____ (begin)
SEED TYPE:	SEED TYPE:	TOTAL ACREAGE SEEDED:	
_____	_____	<div style="border: 2px solid black; width: 150px; height: 80px; margin: 0 auto;"></div>	
_____	_____		
Initial Fee: _____	Receipt Numbers: _____		
Acreage fee: _____	Check numbers: _____		
Additional charges: _____	Additional charges description:		
Total charges: _____			

GENERAL NO-TILL DRILL 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 DRILL HAS BEEN MADE BY THE SWCD
- COUNTER START HAS BEEN RECORDED
- LANDOWNER UNDERSTANDS:
 - NO FERTILIZER IS TO BE USED IN THE DRILL
 - 50 HORSE POWER IS RECOMMENDED (FOR 7 FT) 75 HORSE POWER IS RECOMMENDED (FOR 10 FT) TRACTOR W/TWO HYDRAULIC HOOK-UPS
 - SEED CLEAN-OUTS MUST BE PUSHED IN BEFORE SEED IS PUT IN BOXES
 - FRONT BOX IS FOR LEGUMES
 - BACK BOX IS FOR LARGER SEEDS AND HAS THE AGITATOR TO MIX SEED
 - HYDRAULIC SAFETY LOCK PIN MUST BE REMOVED
 - THE FIELD TO BE SEEDED MUST BE CLEAR OF STUMPS AND LARGE ROCKS
 - DRILL MUST BE PICKED UP FOR TURNS
 - WHEN FINISHED WITH SEEDING:
 - PULL SEED CLEAN OUTS OUT TO HELP CLEAN SEED BOXES
 - REMOVE SEED THAT IS STILL THERE
 - CLEAN THE DRILL
 - GREASE THE DRILL
 - WIRE THE HYDRAULIC HOSES UP
 - PUT THE HYDRAULIC SAFETY LOCK PIN BACK IN
- THE SWCD IS NOT RESPONSIBLE FOR SEED MISCALCULATIONS
- DEPOSIT WILL BE RETURNED AFTER THE DISTRICT TECHNICIAN HAS INSPECTED THE DRILL