

808 3rd Street  
Carlton MN 55718  
(218) 384-3891



Established in 1961

## Equipment Rental Contract

Landowner/operator: \_\_\_\_\_ Date: \_\_\_\_\_

Address: \_\_\_\_\_

\_\_\_\_\_ Phone: \_\_\_\_\_

District Representative: \_\_\_\_\_ Date: \_\_\_\_\_

Pick-up Date: \_\_\_\_\_ Drop-off Date: \_\_\_\_\_

Planting location: \_\_\_\_\_ Acres: \_\_\_\_\_

Equipment desired (circle one):

Great Plains No-till Drill Interseeder

Brillion Seeder

Type of seeding/planting (circle all that apply):

a. Pasture

b. Row/cover crop

c. Native prairie

d. Hay field

Type of seed(s) species planned:

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## Additional Terms and Conditions

1. The equipment must be returned no later than 8:00 a.m. of the day immediately following midnight of the last day of scheduled planting, or the first Monday following the last day of scheduled planting, whichever day occurs first. The Renter is responsible for scheduling delays caused by necessity for repair or maintenance due to misuse, abuse or improper care. The SWCD is not responsible for scheduling delays caused by the failure of another Renter to return the equipment within that Renter's allotted time or any delays caused by necessity for repair or maintenance including repairs and maintenance due to misuse, abuse or improper care. The equipment is not deemed to be "returned" until the planter is inspected by the SWCD representative.

2. Renter understands Renter is legally and financially responsible for Renter's actions. The Renter shall hold the SWCD, Carlton County, and the Officers, Agents and Employees of the SWCD and Carlton County harmless from all claims and liabilities arising from the use, operation, or storage of the equipment while in the possession of the Renter. The Renter shall indemnify the District for any losses, including but not limited to Workers Compensation claims, suffered due to the operation, transportation, use, or storage of the equipment by the Renter, Renter's employee, agent, or representative.

The SWCD shall not be liable to the Renter or any other party for any loss or damage resulting from a delay nor failure to perform due to unforeseen acts or events outside the SWCD's reasonable control. Such acts and events may include acts of God, acts of terrorism, war, fire, flood, epidemic, acts of civil or military authority, and natural disasters.

3. It is understood and agreed that the entire agreement between the Renter and the SWCD is contained herein and that this agreement, including any attachments, supersedes all oral agreements and negotiations between the Renter and the SWCD relating to the subject matter hereof, as well as any previous agreements presently in effect between the Renter and the SWCD relating to the subject matter hereof. There are no express or implied warranties made part of this agreement.

4. The law of the State of Minnesota will govern this agreement. Proper venue and jurisdiction for all lawsuits, claims, disputes, and other matters in question between the parties to this agreement, or any breach thereof, shall be in the courts of the County of Carlton in the State of Minnesota. Should any dispute arise in the interpretation of any provision of this agreement, Renter agrees any terms of this agreement alleged to be ambiguous shall not be construed against the District and the District agrees any terms of this agreement alleged to be ambiguous shall not be construed against the Renter.

### Rates:

Brillion Rate = \$10/ac. Great Palms Drill Rate = \$12/ac. Minimum rental fee is \$70.

**Additional Charges:** There will be a \$60 cleaning fee if seed remnants are left in hoppers or mud is packed on machine parts.

\$50 will be charged per day for any rental longer than 3 days, unless mutually agreed between the Contractor and renter.

I certify that equipment care, operation, and cleaning instructions have been reviewed with me.

Renter Signature: \_\_\_\_\_ Date: \_\_\_\_\_

*Contract effective for calendar year of signature above*

For SWCD Use

Acre meter before: \_\_\_\_\_ Acre meter after: \_\_\_\_\_