

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



Established in 1961

Equipment Rental Application

Landowner/operator: _____ Date: _____

Address: _____ Phone: _____

District Representative: _____ Date: _____

Pick-up Date: _____ Drop-off Date: _____

Planting location: _____ Acres: _____

Equipment desired (circle one):

1. Great Plains No-till Drill Interseeder
2. 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:

Tractor requirements:

Additional Terms & Condition

The time of planting shall be scheduled at a time mutually convenient to the SWCD and the Renter and shall be conducted as stated on the Rental Application and as agreed to by the SWCD. 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 returned and inspected by the SWCD.

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 Worker's 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.

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.

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.

Refunds & Equipment Problems

Carlton Soil & Water Conservation District will issue a full or partial refund in the event of equipment breakdown that is not the fault of the renter.

Operator error, misuse of equipment, or poor seed quality are not eligible reasons for a refund; the minimum rental amount will still be due.

In the event of switching equipment, the minimum charges do not apply (damage deposit does).

Renter Signature: _____ Date: _____

Equipment Rental Invoice

Rental Fees and Charges:

- a. The Renter agrees to pay \$____/acre with a **minimum rental fee of \$70.**
- b. A damage **deposit of \$400** must be paid to the SWCD before rental of equipment is authorized and the equipment is picked up.
- c. **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.
- d. All rental fees and additional charges are **subject to Minnesota sales tax unless an exemption form is provided.**

	Renter	SWCD
Equipment care, operation, and cleaning instructions completed , equipment ready. _____	_____	_____
Acres meter before: _____		Acres Meter after: _____

Equipment returned clean and fully operational.	_____	_____
or		
Equipment repairs needed due to misuse by this renter. <i>(Repairs billed to renter separately following completion of needed repairs.)</i>	_____	_____

Fees:

ACRES PLANTED: _____ x \$____/acre = _____ or \$70 minimum charge _____

Cleaning fee (\$60) _____

Number of days over 3: ___ x \$50 _____

Total of Fees _____

Minus deposit **\$400**

Subtotal _____

x 7.375% tax _____

Total Due = _____

Total payment due upon equipment return by PayPal or check

