



# VAN BUREN CONSERVATION DISTRICT

1035 E. Michigan Avenue, Paw Paw, MI 49079

269.657.4030 x5 \* www.VanBurenCD.org

## Rental Agreement: Truax Utility 86 No-Till Drill

I, \_\_\_\_\_, the undersigned "Renter", hereby agree to rent from the Van Buren Conservation District "Owner", the Truax Utility 86 No-Till Drill or "Drill", subject to the following terms and conditions:

1. The Renter shall pay the Owner the sum of **\$150.00 per day**. A **non-refundable \$25 admin fee** is also required from the Renter.
2. Upon scheduling and signing the rental agreement, the Renter shall pay a non-refundable **deposit of \$75.00** prior to taking the equipment. Upon return and inspection of the equipment, if the equipment is found cleaned out and with no needed repairs, the \$75.00 will be credited to the outstanding rental balance. If the Renter fails to take possession of the equipment when scheduled, without notifying the Owner, the \$75 deposit will be forfeited. **If the Drill is not cleaned-out, the renter will incur a \$100 clean-out fee.**
3. The Renter shall keep and maintain the equipment during the terms of the rental agreement at their cost and expense. They shall keep the equipment in a good state of repair, normal wear and tear excepted. The Renter shall pay the Owner full compensation for replacement and/or repair of any equipment with is not returned in the same condition it was rented in for any reason including: it is lost, stolen, or is damaged. The Owner's invoice for replacement or repair is conclusive as to the amount the Renter shall pay under this agreement. **The Renter will not attempt to repair equipment without prior consent from the Owner. The Renter will notify the Owner immediately if any damage to the equipment occurs.**
4. The balance of rental fees and any additional charges if necessary will be due 30 days after the planting. **Figures will be based on days of possession and not days of use unless prior agreement by both parties.**
5. The Renter agrees to pay a **\$150.00 per day penalty fee** for each day the equipment is kept beyond the agreed return date. If there is a delay, for any reason, the Renter agrees to contact the Owner to report such a delay immediately. The Renter agrees to pick up and return the planter to the designated shelter place, unless otherwise directed by the Owner. The Renter will notify the Owner as soon as they have finished using the equipment. **There will be an additional \$100 surcharge if equipment must be retrieved by the Owner.**
6. The Renter shall not take equipment out of Van Buren County without prior written consent from the Owner. The Renter will only use the equipment where stated on this agreement. The Renter will not pledge or encumber the rented equipment in any way. The Owner may terminate this agreement upon the Renter's filing for protection from creditors in any court of law.
7. **The Renter shall not exceed an operating speed of five (5) miles per hour when using the equipment.** Speeds over 5 mph will cause damage to the equipment and result in a poorly seeded stand. When making an end row turn, the drill must be lifted to prevent any damage to the machinery. **The Renter will not exceed 35 mile per hour when transporting equipment as damage may occur.**
8. All labor, power, lubrication, **final calibrations (seed rate, depth control, etc.)** and supplies necessary to operate the equipment and to transport this equipment to the Renter's site, shall be furnished by the Renter, unless otherwise agreed to by both parties.
9. The Owner will furnish assistance to the Renter, at the request of the Renter, with adjustments and instructions for use of the equipment. The Owner makes no warranty, either expressed or implied as to the satisfactory results from the use of the equipment.
10. The Renter shall return the equipment when no longer needed or on demand by the Owner, in as good of condition as when taken by the Renter. The Renter shall cover, house or otherwise protect the equipment from adverse weather conditions while the equipment is in their possession. It shall be lawful for the Owner or its agents to enter upon the premises of the Renter at any time to inspect the equipment and to secure the return of the equipment.
11. Renter agrees at its sole expense to maintain at all times public liability, property damage, and fire with extended coverage, theft and comprehensive insurance. Renter also agrees to deliver to Owner evidence of such insurance containing a provision that no cancellation shall be effective without 30 days prior written notice to the Owner upon request.
12. The Renter indemnifies and holds Owner harmless for any and all injuries or damage of any person or property that may arise during the operation or use of rental equipment. The Renter understands the complexity and dangers in the operation of any equipment and assumes all responsibility in using the rented equipment.

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

Billing Address \_\_\_\_\_ Daytime Phone \_\_\_\_\_

Address of use \_\_\_\_\_

Estimated Acreage Amount \_\_\_\_\_ Reserved Date Out \_\_\_\_\_ Actual Date Out \_\_\_\_\_

Actual Acres Planted \_\_\_\_\_ Expected Date Back \_\_\_\_\_ Actual Date Back \_\_\_\_\_

Returned in good condition? Y N Cleaned Out? Y N

Checked out by VBCD signature \_\_\_\_\_ Checked in by VBCD signature \_\_\_\_\_

Deposit Date: \_\_\_\_\_ Check Number: \_\_\_\_\_ Cash or Credit Card \_\_\_\_\_ Deposit Amount: \_\_\_\_\_

Final Payment Date: \_\_\_\_\_ Check Number: \_\_\_\_\_ Cash or Credit Card \_\_\_\_\_ Final Payment Amount: \_\_\_\_\_