



Equipment Rental Program PARTICIPATION AGREEMENT

This Agreement is entered into on this _____ day of _____, 2019, between

_____ (Lessee) and Swift Soil and Water Conservation District (District)

- I. **PURPOSE.** The purpose of this Agreement is to establish the terms and conditions of participation in the District's Equipment Rental Program (ERP).
- II. **USE AND AVAILABILITY.** All equipment is subject to availability, and made available on a first-come first-served basis. Equipment shall be used solely within the boundaries of Swift County unless otherwise approved in advance by the District. Additional charges may apply for use outside the District.
- III. **DENIAL OF SERVICE.** The District reserves the right to deny Equipment Rental Program (ERP) services to an individual requesting to participate in the program based on its sole discretion and determination of any of the following: he or she is or is likely incapable of operating the desired piece of equipment in a normal, safe, and reasonable manner; he or she has demonstrated carelessness or unsafe operation of equipment in the past; he or she failed to pay past invoices in a timely manner; and/or he or she has violated other terms and conditions contained in the this agreement.
- IV. **PROGRAM FEES.** The rental fee for planting equipment is **\$100.00** (\$150.00 for out of county) plus **\$10/acre** for the 10' Haybuster or **\$12/acre** for the 12' Truax. In addition to rental fees, a **\$30 fee** will be added if equipment is not returned in a similar condition to how it was dropped off. This means that ALL seed must be removed from seed boxes and mud cleaned from the unit. See V.I.
- V. **LESSEE RESPONSIBILITIES**
- A. Lessee shall exercise normal and reasonable care of the equipment while it is in his/her possession.
 - B. Lessee must recognize the hazards associated with the operation of the equipment and must follow the personal safety requirements necessary to ensure the safe use and operation of the rented equipment, including but not limited to observing the safety information provided on Page 3 of this Agreement and following all manufacturer safety requirements and warnings as contained in the Operator Manual included with the equipment.
 - C. Lessee shall, at all times while equipment is in his or her possession and at Lessee's own cost and expense, maintain insurance against all risks of physical loss or damage to equipment and for personal and bodily injury and property damage per occurrence.
 - D. Lessee shall not request delivery of equipment until such time he or she is able to use it immediately. Once equipment arrives, the Lessee shall complete planting in as timely a manner as possible, as other customers may be waiting to use it.
 - E. Equipment use shall be limited to the location and number of acres identified on Page 5 of this Agreement. Moving equipment by the Lessee to other location(s) and/or use of the equipment on additional acreage is prohibited unless otherwise approved in advance by the District. Resetting or tampering with acre meters is prohibited.
 - F. Lessee shall notify the District immediately upon discovering any missing parts and/or damage that may have occurred while the equipment was in his or her possession. The District shall be notified in person or by calling 320-842-7201 x3.
 - G. Lessee shall not replace parts and/or repair any damage unless otherwise agreed to in advance by the District.
 - H. Lessee shall be responsible for any and all physical loss or damage to the leased equipment, including the cost to repair or replace such property. Replacement cost of each piece of equipment is shown as the Stipulated Loss Value (SLV) on Page 4 of this Agreement.
 - I. The Lessee shall return leased equipment in as clean a condition as it was delivered, and shall remove all leftover seed and debris from seed boxes, cups and tubing. Leftover seed and debris shall be removed by vacuuming or blowing; water and other liquids shall NOT be used. A \$30 fee will be assessed if the seed is not completely removed from the implement, and/or if excessive dirt or other debris is not removed from the disc openers, press wheels tires, etc.
 - J. The Lessee shall notify the District immediately upon completion of equipment use, to ensure timely delivery to the next

program participant.

- K. The Lessee shall pay all outstanding fees and charges within 30 days from the date of invoice. A late fee of 1.5 percent (18 percent annually) of any the unpaid balance, or \$5, whichever is greater, will be applied to accounts not paid within the 30-day period

VI. DISTRICT RESPONSIBILITIES: Lessee acknowledges and agrees to the following:

- A. The District will deliver the requested equipment to the drop-off location specified by the Lessee on Page 4 of this Agreement. The District will make every reasonable effort to deliver equipment on the requested date. It cannot, however, guarantee delivery on the requested date due to weather conditions and other factors beyond its reasonable control.
- B. The District will deliver the requested equipment in good working order and free of any safety or operational defects.
- C. Upon request, the District will provide Lessee with instructions regarding the proper use and setup of the equipment. The District shall not, however, be liable for any adverse outcomes related to improper use or settings, including but not limited to poor germination, stand density and/or yield.
- D. Upon being notified of completed use, the District will pick up the equipment as soon as reasonably possible from the drop-off location, unless an alternative pick up time and/or location has been mutually agreed upon by both Parties.
- E. The District will record the acre-meter reading before and after planting. These readings will be used as the basis for determining additional acreage fees, if any.
- F. The District shall bill the Lessee for all planted acres, according to the final acre-meter reading, and any additional fees associated with parts and/or repairs, or refund any deposit balance, if applicable, within 30 days of being notified of completed use.

VII. HOLD HARMLESS AND INDEMNIFICATION: To the fullest extent permitted by law, Lessee agrees to indemnify the District, its officers, employees, agents and others acting on its behalf, to hold them harmless, and to defend and protect them from and against any and all loss, damage, liability, cost and expenses (specifically including attorney's fees and other costs and expenses of defense), of any sort whatsoever, based upon, resulting from, or otherwise arising in connection with any actions, claims or proceedings (of any sort and from any source whatsoever brought), or any loss, damage or injury of any type whatsoever sustained, whether or not also caused in part by a party identified hereunder, by reason of any act or omission of Lessee, its officers, employees or agents, or any other person(s) or entity(ies) for whose acts or omissions Lessee may be legally responsible, in the performance of any Lessee's obligation (whether expressed or implied) under this Agreement.

VIII. WAIVER OF LIABILITY. Lessee understands and acknowledges the risks and hazards of using the type of equipment offered through the ERP, up to and including serious bodily harm or death. Lessee hereby waives any and all claims arising out of the District, its elected officials, employees, agents and volunteers' negligent acts or omissions arising out of or in association with the leasing, maintenance, ownership and operation of ERP equipment. This waiver does not waive liability for any injuries resulting from the willful, wanton or intentional misconduct by the District, its elected officials, employees, agents or volunteers.

IX. SIGNATURE

By signing below, I, the Lessee, hereby acknowledge:

- I have hereby read, understand, and fully agree to abide by the terms as stated in this Agreement, that any infringement may be subject to additional payments, penalties or waiver of recovery from damages, and that the District reserves the right to refuse equipment rental services for any violations of any terms or conditions of this Agreement.
- The District is not responsible for the Lessee's personal safety and hereby releases the District from all liability associated with any injuries or damages incurred while in possession of, and arising out of use of, the equipment.
- The District shall not be held responsible for the outcome of the planted crop.

 Lessee signature

 Date

By signing below, the District hereby agrees to fulfill its responsibilities as stated in this agreement and to provide Lessee with diligent, professional and courteous service.

 District signature

 Date

Important Safety Precautions for Operation of All Pull-Type Seeding Equipment

Safety Alerts & Signals

1. Look for safety alert symbols on machine: this indicates a potential hazard to personal safety is involved and extra safety precaution must be taken, carefully read the message and obey the message
2. Familiarize yourself with safety decals and potential hazards associated with operating the equipment
3. Look for safety signal words that communicate a degree or level of hazard seriousness
 - Danger** Indicates an imminent hazard that if not avoided may result in death or serious injury, typically found near machine components that for operational purposes cannot be guarded
 - Warning** Indicates a potential hazard that if not avoided could result in death or serious injury, typically includes components that are guarded but hazardous with guards removed, it also alerts operators to unsafe practices
 - Caution** Indicates a potential hazard that if not avoided could result in minor or moderate injury, typically used to alert operators of unsafe practices

Personal Safety

4. Wear protective equipment and clothes including hearing protection; avoid loose clothing and noise distraction
5. Handle chemicals properly when applicable, follow manufacturers recommendation
6. Prepare for emergencies: Be prepared if a fire starts, keep a first aid kit handy, keep emergency numbers for doctor, ambulance, hospital and fire department in or near phone
7. Observe safety precautions at ALL times, familiarize yourself with the operator manual and all safety instructions and equipment operations; operate machinery from operator seat only and keep others clear of working area; wear snug fitting clothing to prevent entanglements in equipment and moving parts, stay clear of moving parts; do not stand between the tractor and equipment during hitching, do not leave equipment unattended with tractor running

Equipment Operation & Safety

8. Avoid high pressure fluids from hydraulic lines, inspect potential leaks with paper, not body parts; high pressure fluids can penetrate skin; wear protective gloves and safety glasses and relieve pressure when working with hydraulics
9. Keep riders off machinery; never allow children to operate equipment, keep bystanders away during operation
10. Use safety lights and devices when on roadways at all times, always connect safety chains to prevent equipment escape
11. Transport machinery safely on roadways: do not exceed 20 mph, comply with state laws, keep equipment under control, reduce speed on rough roads and if control is reduced by speed or road conditions
12. Tire safety: do not change tires, District personnel will tend to tire problems, if inflation is needed, do so following safety precautions using a clip on chuck and safety cage if available
13. Practice safe maintenance: District personnel will tend to all maintenance necessary for equipment; if it is essential for an operator to service the drill follow all operator manual safety precautions
14. Tires are not steps; do not use as such. Park machine on level ground and store drill where children do not play
15. Stay clear of moving chains and do NOT remove any guards or safety features from the equipment
16. Use caution when hitching and unhitching equipment, be mindful of jack stand and make sure to prevent crush hazard from unstable jack support or improper jack stand angle; always block tires when equipment is unhitched to prevent movement
17. Do not fall off the equipment or crush hands in boxes, keep all shields in place at all times during operation
18. Never allow riders on tractor or equipment during operation; never allow persons under equipment when lifted off ground

By signing below, I attest I have read and understand the safety information provided above. I further agree to review all safety information in the Operator Manual provided with the equipment I will be operating. Lastly, I agree to operate equipment in a safe and responsible manner, and to observe and abide by all safety information provided in this Agreement and the Operator Manual.

Lessee signature

Date

EQUIPMENT REQUESTED (check one)

Participant Name _____

**Truax 12'
No-Till Drill**

STIPULATED LOSS VALUE (SLV)
\$27,000

**Haybuster 10'
No-Till Drill**

STIPULATED LOSS VALUE (SLV)
\$22,000

LESSEE CONTACT INFORMATION

Mailing Address _____

Primary Number _____

Alternate Number _____

DROP-OFF AND PICK UP LOCATION AND USE INFORMATION

Description of drop-off location (enter "Same" if same as mailing address) _____

Description of pick-up location (enter "Same" if applicable) _____

USE INFORMATION

Est. Acres to be Planted _____

Desired Use Date _____

OFFICIAL USE ONLY

Amount Paid: _____		Check: _____ (#)		Date Paid: _____
Final Acres: _____	Other Charges: _____	Refund Deposit? <input type="checkbox"/> Yes <input type="checkbox"/> No	Completed & Authorized By: _____	
Description of Other Charges:				
If Refund is not authorized, explain:				