



Rental Agreement: Tye Pasture Pleaser No-Till Drill with Trailer

Owner of equipment: Clackamas SWCD

Renter:

Name: _____

Date & time out: _____

Address: _____

Return date: _____

Acres to seed: _____

Phone: _____

County: _____

Email: _____

*Mailing address if different than where equipment will be used:

Equipment Rates (check which applies to this rental):

- 7 foot Tye 2007 Pasture Pleaser no-till drill with custom trailer for hauling this drill.
- \$175.00/day if the drill is to be used on land located in Clackamas County
- \$225.00/day if the drill is to be used on land located outside of Clackamas County
- Cleaning fee of \$50.00 per hour (\$50 minimum) if not returned clean and in its pre-rented condition

Equipment checklist at checkout: Checked by (CSWCD employee name): _____

	Check Out	Check In
Drill and TracDrive tires		
Tractor hitch pins		
Drill tongue hitch pins (3)		
Drill jack		
Hydraulic transport locks and spacers		
Hydraulic hose covers and bungee		
Coulters		
Double discs and scrapers		
Presswheels and setting clips		
Seed setting knobs and bars		
Seed boxes and cups		
Drive chains		
Fittings greased		
Operator's manual		
<u>TRAILER:</u> lights, frame, tires, wiring, 2 binders, ramps, jack		



Tye Pasture Pleaser No-till Drill Rental Agreement

This Agreement is subject to the following terms:

Rental fees: The rental fee for Clackamas County residents is \$175 per day and residents outside Clackamas County \$225 per day. The District will bill the renter for all fees and other costs incurred. Renter agrees to pay all rental charges and costs within 10 business days of bill date.

Insurance: At the time of rental, Renter must have sufficient insurance to cover any damages to the equipment and trailer, cover replacement value of equipment and trailer and any liabilities to any person while in renter's possession.

Risk of Loss: While normal wear from responsible use is expected, Renter shall be responsible for loss, theft, damage or destruction of equipment and/or trailer. Renter shall be responsible for all liability of equipment and trailer use and transportation. Equipment and/or trailer that is lost or damaged beyond repair will be paid for by Renter at regular replacement value. All damaged equipment and trailer will be repaired by the district with the cost of such repairs and replacement parts to be paid for by the Renter with exception of normal wear.

Transport: The renter is responsible for transporting the equipment on the custom trailer provided. Hydraulic transport locks must be in place for transport. The renter is responsible for providing a mode of transportation suitable for towing the equipment and trailer. The District provides a trailer custom made for this specific seed drill. The trailer requires a 2" ball. **See instruction for Transportation and Operation.**

Malfunctions: The Renter shall notify the District immediately if the equipment needs maintenance or repair. The Renter shall not undertake repairs without express permission of the District. If Renter undertakes repairs without the District's permission, the Renter may be held liable for full replacement cost of the equipment and/or trailer.

Use at Renter's Risk: The equipment is used at Renter's sole risk. **50hp tractor minimum required.** Renter agrees to use the equipment in a careful and prudent manner and return the equipment in the same condition as received. Renter agrees that the equipment will be used only on fields capable of being mowed and containing no rocks, stumps or other debris which will damage the equipment. Renter agrees to clean all seed, soil, mud and debris from boxes, seed tubes and all moving parts before returning equipment to the district.

Safe Operation: Renter is responsible for making sure that any tractor and hydraulic lines and fluid are in good working order and can safely operate the equipment in the field. Drill should not be operated in excess of 5mph. **See instruction for Transportation and Operation.**

Return of Equipment: Upon completion of use Renter agrees to return equipment to the District **at previously scheduled time.**

Cleaning: **See handout for cleaning instructions.** Failure to return the equipment in clean condition will incur cleaning costs at \$50 per hour (\$50 minimum) charged to Renter.

Disqualification of Future Equipment Rentals: If Renter is found to have misused equipment, the equipment has incurred damage due to negligence or Renter fails to pay the fees associated with the rental, Renter may be found ineligible for future rental from the District.

Disclaimer of Warranty: Except as otherwise expressly provided by this agreement, the District makes no expressed or implied warranty whatsoever including, and without limitation, the condition of the equipment or its fitness for a particular purpose. No defect of the equipment shall relieve the Renter of their obligation for payment to the District or of any other obligation under this agreement.

Indemnity: Renter is responsible for any accidents resulting from the transportation or use of the equipment. Renter shall indemnify District against, and hold District harmless from, any and all claims, actions, suits, proceedings, costs, expenses, damages, and liabilities, including attorney's fees, arising out of, connected with, or resulting from the Equipment or this Agreement, including without limitation; the manufacture, selection, delivery, leasing, renting, control, possession, use, operation, maintenance or return of the equipment. Renter shall further indemnify District and hold District harmless from all loss and damage to the Equipment during the rental period. Renter recognizes and agrees that included in this indemnity clause, but not by way of limitation, is Renter's assumption of any and all liability for injury, disability and death of workers and other persons caused by the operation, use, control, handling, or transportation of the equipment during rental period.

By signing this agreement, I certify that:

- **I have read and agree to the terms of this agreement**
- **I have received and read the instructions and Tye drill operator's and cleaning manuals which are a part of this agreement, and to its terms and conditions**

Renter's signature _____

Date _____