



Delaware Soil & Water Conservation District
557-A Sunbury Road (Rt. 36-37 East)
Delaware, OH 43015
(740) 368-1921
<https://soilandwater.co.delaware.oh.us/>

The undersigned operator hereby requests the use of the Delaware Soil & Water Conservation District (hereinafter the SWCD) equipment described as follows:

8' Truax FLX-II88 No-Till Drill

Serial Number: 1584

The undersigned operator agrees:

- To cooperate with the SWCD in scheduling timely planting or other field work giving due consideration for other users and the weather conditions.
- To use the equipment for no-till purposes and to use it immediately, weather permitting, and upon completion of work, agrees to immediately notify the SWCD office at (740) 368-1921, or Bob Sherman at bsherman@co.delaware.oh.us or 740-816-2531.
- To assume full liability and responsibility for damage to the drill and/or hydraulic hoses, or damage caused to said equipment while being used or under control of the operator. Should the drill be damaged while in possession of the undersigned operator and should said equipment be under warranty, the SWCD shall take full advantage of any warranty rights to have said equipment replaced or repaired.
- To report immediately to the SWCD any damage to the equipment and/or hydraulic hoses.
- To maintain liability insurance during the time said operator uses or possesses said equipment pursuant to this agreement in the amount of at least \$300,000/\$300,000 or \$500,000 combined single limit liability with **certificate of insurance provided to the SWCD prior to taking possession of and using said equipment.**
- To provide to the SWCD a certificate of insurance for farm liability, auto liability (if using pickup truck or other farm truck to transport the equipment), and physical damage on the equipment while it is in the operator's care, custody, and control. Physical damage insurance coverage on the equipment must be at least \$13,000. **Certificate of insurance must be provided to the SWCD prior to taking possession of and using said equipment.**
- That the use of the equipment is for demonstration and education purposes, and the operator will not hold the SWCD, its representative or agents responsible for any loss, damage, bodily injury, personal injury, or liability to the operator or others resulting from the use of said equipment and shall indemnify the SWCD of any loss or injury sustained.
- Not to hold the SWCD, its representatives or agents responsible for loss of use of the drill because of weather, untimely scheduling, or if the drill is damaged beyond operation and a replacement is not available.
- To transport said equipment from the storage area or previous work site to the operator's work site, and to do so only during daylight hours.

- To not exceed **20 MPH** speed while transporting the equipment.
- To use a vehicle of adequate horsepower to transport the equipment. (The drill weighs approximately 2060 pounds empty.)
- To turn over the drill in good condition, free of mud and debris, and with no seed remaining in the seed boxes.
- To report to the SWCD the acreage meter reading before and after using the drill.

Rental Rate:

Warm Season Grasses: \$6.00 per acre based upon the acre meter reading on the equipment multiplied by two (2).* There will be a minimum charge of \$20 per day for drill rental.

Cool Season Grasses and Small Grains: \$12.00 per acre based upon the acre meter reading on the equipment multiplied by two (2).* There will be a minimum charge to \$24 per day for drill rental.

*NOTE: Because of a change in gear ratio on the drill, the acre meter readings are one-half the actual acres planted.

Payment: Full payment is due within 14 days of statement date. A 1.5% per month late fee will be charged for any unpaid balance 30 days after the statement date.

Penalty: Any unpaid balance 90 days after the original statement date will be brought before the SWCD Board at their next regularly scheduled business meeting for action. A certified letter will be sent to the renter asking for full payment of rent plus late fee. Should payment not be within thirty days of the date of the letter, the matter shall be turned over to the Delaware County Prosecuting Attorney’s office for collection.

Safety

By signing this rental agreement, I declare that I have received and have read the safety information for transportation and use of the Truax No-till Drill owned by the Delaware Soil & Water Conservation District. I affirm that I will use the drill in a safe manner, and that I take responsibility for my safety and for the safety of those near the drill while I am in possession of it. I also recognize that the safety information provided may not be comprehensive, and that additional precautions may need to be taken in order to operate and transport the drill safely.

Drill Pick Up:	Drill Return:	Total Acres Planted:
Date ___/___/___	Date ___/___/___	_____ (Meter Reading) X 2 =
Acre Meter: _____	Acre Meter: _____	_____ Total Acres

Name (print)

Signature

Address

City, State, Zip

Phone