

CULTIPACKER RENTAL AGREEMENT

Renter's Name: _____

Pick-up Date: _____

Phone Number: _____

Location of Use (Township, Section): _____

Address: _____

Expected Acres: _____

Terms & Conditions:

Deposit Required:

A damage deposit of **\$200.00** (to Madison County SWCD) and the expected number of acres are required before using the cultipacker. Deposit must be paid via personal check, cashier's check, money order, or cash (no credit/debit). The deposit will be held after return of equipment for up to 10 days for damage inspection, and the renter will be informed of any damage. If there is damage beyond the normal wear and tear, the repair costs will be taken out of the deposit. The remainder will be refunded to the renter, or the renter will be billed for the balance.

Rental Rates:

\$10.00 per acre (\$50.00 minimum), and an additional \$100.00 for use outside* Madison County. Payment is due upon return and inspection for damages. (*Does not apply to landowners, operators, and residents of Madison County.)

General Conditions:

1. I will inspect the cultipacker and determine it to be in good condition before removing it from the Winterset USDA Service Center.
2. The cultipacker will be transported by a pickup truck with a minimum **half-ton** payload capacity.
3. I agree to use safety chains while transporting the cultipacker.
4. The cultipacker will be pulled by a tractor with 50 horsepower minimum.
5. Operating speed during use in the field will not exceed 7 miles per hour.
6. No one shall sit, stand, or ride on the cultipacker.
7. The cultipacker will not be used over rocky ground, as damage to the wheels may occur.
8. I will follow manufacturer's recommendations pertaining to use and operation.
9. I have at least the minimum liability coverage (as required by the State of Iowa) on the vehicle with which I will transport the equipment on public roadways.
10. I maintain general farm liability insurance.
11. I will protect the cultipacker against theft while in my possession.
12. I agree to return the cultipacker to the Winterset USDA Service Center as soon as possible after use.
13. The cultipacker will be clean when it is returned; if excessively dirty, a clean-up fee may be assessed.

Waiver of Liability:

In consideration of being allowed to use the equipment described, I hereby, for myself, my heirs, my executors, administrators, waive any and all rights and claims for damages I may have against the Madison County Soil and Water Conservation District, its commissioners, employees, representatives, successors, and assigns, for any and all injuries suffered by me in connection with the transportation, operation, or usage of said equipment. I attest and verify that I have been instructed concerning the proper methods of transporting, operating, or otherwise using said equipment, and that I have full knowledge of the risks involved.

X

Renter's Signature

Date

DAMAGE DEPOSIT:

Date Received

Check #

Account Name

Received by (staff)

Date Returned

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CONDITION OF CULTIPACKER (✓ if satisfactory; include comments if necessary):

	Before Use	After Use
Tires		
All pins (#)		
Hydraulic Hoses		
Hydraulic Caps		
Jack		
Jack Handle		
Tongue		
Chain on tongue		
Mud guards (all)		
Slow moving vehicle sign		
Clean		
Overall Condition	<input type="checkbox"/> Satisfactory <input type="checkbox"/> Damaged	<input type="checkbox"/> Satisfactory <input type="checkbox"/> Damaged

Checked by: _____
 Name _____ Pick-up Date _____ Name _____ Return Date _____

DAMAGE INSPECTION:

Inspected by (staff) _____ Date of inspection _____ Condition (Satisfactory/Damaged) _____

Comments: _____

Repairs required? Yes No Estimated cost of repairs: \$ _____ - \$200 (Deposit)
 = \$ _____ Balance
 (+ indicates additional cost billed to renter; - indicates refund owed to renter)

PAYMENT:

_____ x \$10.00/ac = \$ _____ + \$ _____ = \$ _____ +
 Acres Rental fee Additional cost of repairs SUBTOTAL

x 0.07 = \$ _____
 Madison County Sales Tax

or check if exempt**

= \$ _____
TOTAL BALANCE DUE

Check # _____ Received by: _____ Date: _____
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**If exempt, the renter must complete an Iowa Sales Tax Exemption Certificate