

CULTIPACKER RENTAL AGREEMENT

Renter's Name: _____

Pick-up Date: _____

Phone Number: _____

Expected Acres: _____

Renter's Address: _____

Agreed Return Date: _____

Actual Return Date: _____

Location of Use: _____

Outside Madison County

Terms & Conditions:

General Conditions:

1. I will inspect the cultipacker and determine it to be in good condition before transporting it.
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 by the agreed return date.
13. The cultipacker will be clean and free of entanglements (e.g., hay bale netting, wire, etc.) when it is returned.

Deposit Required:

A damage deposit of **\$200.00** (to Madison County SWCD) is required before renting the cultipacker. Deposit must be a 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 and the remainder will be refunded. The renter will be responsible for the cost of damages exceeding the amount of the deposit.

Rental Rates and Fees:

- **\$12.00 per acre** (\$100.00 minimum)
- 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.)
- \$100.00 per day **late return fee** assessed if equipment is not returned by the agreed return date.
- \$50.00 **clean-up fee** if excessively dirty or entangled.
- \$50.00 **late payment fee** assessed if payment not received within 30 days of return date.

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

