



Ashland County Land and Water Conservation Department

Rental Agreement

The Ashland County Land & Water Conservation Department (LWCD) agrees to rent the Truax FLEXII 812 No-Till Drill to the signed renter, at the rate of \$50 per use (Ashland or Iron County), \$75 (Bayfield or Douglas), and \$100 (in counties adjacent to the 4-county area: Burnett, Washburn, Sawyer, and Price) plus \$8.50 per metered acre of use. If this machine is being rented for a Cost-Share Practice with the department, then the acreage fee is waived. The rental fee may be paid at time of rental or submitted upon equipment return. Final payment is due upon equipment return, or end date of use, along with the "Final Accounting" slip; including acres planted, crops seeded, and any additional charges noted. If a rental fee is paid at the pickup, it will be refunded if weather-related delays or scheduling conflicts prohibit the equipment's use.

Rental ONLY in extended counties requires a minimum planting of 10 acres and a maximum of 3 days of use unless otherwise authorized by the department. The equipment must be trailered from the LWCD to and from location of use.

The renter will provide a Certificate of Insurance to the LWCD on, or before, date of rental, and will include Ashland County on their insurance, or provide *a copy of their home owners or farm owners insurance coverage showing the liability of at least \$300,000.00 coverage amount.*

Solely the renter or authorized representative will use the equipment, only for the purposes it was intended, and not beyond normal capacity. The renter must be trained and certified by the LWCD prior to rental.

The renter shall have no rights to sub-lease the equipment.

The renter will complete the inspection and maintenance checklist prior to accepting the equipment from another user and immediately inform the LWCD if problems exist.

The renter will follow the required operation and maintenance procedures for the equipment prior to use.

The renter will provide routine maintenance and prepare the machine for the next use, including cleaning of seed boxes and drop tubes and equipment washing to remove weed seeds and excess soil.

The renter will return all equipment in the same operating condition, order, repair and appearance as when received (normal wear and tear expected). The renter is responsible for any damages to the equipment. The determination of damage beyond normal wear and tear will be made by the LWCD.

The renter will advise the LWCD of the exact location of the equipment upon request. The LWCD may, for the purpose of inspection, at all reasonable times, enter upon any job, building, or property/place where the equipment is located and may remove the same without notice to the renter, if the equipment is, in the opinion of the LWCD, being used beyond its capacity or is in any manner improperly cared for or abused.

The renter is responsible for all final equipment settings and will not receive allowances for inaccurate settings. The renter acknowledges that the LWCD assumes no liability for the crop success or failure as a result of the use of the equipment.

The renter will notify the LWCD immediately of equipment malfunction and upon the equipment's return. The LWCD will determine repair needs, and make arrangements. The renter will not make unauthorized repairs except for routine maintenance.

The LWCD agrees to provide the equipment to the renter in good working order. The LWCD agrees to set the rate and depth if requested by renter. A \$50 minimum service fee may be charged to do so.

If the renter fails to make rental payments when due, the renter agrees to pay all costs of collection, including court costs and reasonable attorney's fees. All accounts past 30 days will be forwarded to the County Prosecutor for collection.

I indemnify and hold harmless the Ashland County Land and Water Conservation Department, its Land Conservation Committee or County Board, and its employees, acting officially or otherwise, from any demand, claim, or suit made or instituted by any third party for injury to body or property in conjunction with my use of this equipment.

I have read this information and understand all its terms and execute it freely and voluntarily and with full knowledge that it is a waiver of all present and future claims.

**PLEASE FILL IN AND RETURN THIS LOWER PORTION TO THE ASHLAND COUNTY
LWCD - 315 SANBORN AVE. SUITE 100, ASHLAND WI. 54806**

Renter Signature: _____ Date: _____

Printed Name: _____

Renter Address: _____

Renter Telephone: _____

Estimated acres of use: _____

Crops to be planted: _____

Time Period(s) Requested (dates): _____


Location of use (Township, Range, Section, 1/4, 1/4): _____


The renter has use of the equipment for the time period(s) identified above and agrees to return the equipment or make it available to the next user by the end date(s) listed unless prior arrangements have been made. If weather or equipment breakdown delay return of the equipment, the renter will notify the LWCD to have the date of return changed. If the LWCD is not contacted in a timely manner with a reason for the delay, a charge of \$75 per day will be incurred for each day of delay.

LWCD Signature: _____ Date: _____
(LWCD Equipment Manager)

315 Sanborn Ave. Suite 100
Ashland WI. 54806
Office: (715) 682-7187

Funded by the Wisconsin Coastal Management Program and the National Oceanic and Atmospheric Administration, Office of Ocean and Coastal Resource Management under the Coastal Zone Management Act, Grant # NA09NOS4190107.

 **WISCONSIN COASTAL
MANAGEMENT PROGRAM**



Final Accounting: (Please return slip with payment)

Renter Name: _____

Date(s) Used: _____

Acre Meter Readings: Start: _____ End: _____ Acres: _____ Cost: _____

Check here if this rental is associated with a Cost-Share Practice (acreage fee waived):

Reservation/Use Fee (\$50, \$75, or \$100): _____

Additional Charges: Late: _____ Cleaning: _____ Service: _____ Transport: _____

Balance Due: _____

Crops Planted and Amounts (acres): _____

Weather and Soil Conditions: _____

Notes and Suggestions: _____

Check payable to: Ashland County LWCD, 315 Sanborn Ave. Suite 100, Ashland WI. 54806
Phone: 715 682-7187

Final Accounting: (Please return slip with payment)

Renter Name: _____

Date(s) Used: _____

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