

**Coles County Soil and Water Conservation District
Equipment Rental Agreement**

I, _____ plan to plant approximately _____ acres of _____ with the **Truax no-till grain drill** owned by the Coles County Soil and Water Conservation District.

I understand:

1. That the rental rate is \$75.00 per day.
2. There is a \$50.00 cleanup charge if the drill seed boxes or exterior needs cleaning when returned.
3. There will be a \$25.00 service charge on all returned checks.
4. The Coles County SWCD reserves the right to deny equipment usage to anyone who has previously been noncompliant with the terms of this contract.

Additional Terms:

1. While the drill is in my care, I am responsible for any damages to the drill, either negligent or accidental, and I agree to pay for all proper repairs to the drill. If the drill is damaged beyond repair and must be replaced, I am responsible for the total assessed value of the drill.
2. I will follow manufacturer's instruction contained in the equipment's manual and follow all safety instructions, operating instructions, maintenance requirements and transportation and storage directions.
3. I will not sublet or allow others to operate the equipment without written consent of the District.
4. I assume all risks and liability for any and all damages to property and injuries or death to persons arising out of the use or transportation of the equipment.
5. I will hold the Coles County SWCD harmless from any loss, expense, or liability for the crops planted by the use of this equipment.
6. After three working days I will return the equipment to the Coles County SWCD office during business hours (M-F, 8am-4:30pm) and report the acres of use. I will contact the Coles County SWCD if my use or return of the drill is delayed due to a weather event or for any other reason. If planting conditions are good and I have not discussed with the Coles County SWCD why I am not using or returning the drill, I may be liable to pay a \$100.00 per day fee.
7. Thirty days after the billing date, interest on the unpaid balance will be added at the rate of 1.5% per month (18% per annum). I also understand that if I do not pay the bill within 150 days after the billing date and the Coles County SWCD incurs additional collection cost (such as services of a collection agency or court and attorney fees), I hereby agree to pay these collection costs in addition to the unpaid balance and accrued interest.

I have read, fully understand and agree to the conditions stated in this contract.

Signature

Date

Phone Number

Address

City, State, and Zip Code

Cell Phone Number

Initials of Person Accepting Contract_____