

**BRILLION CULTI-PACKER
RENTAL AGREEMENT
WITH
MURAY SOIL AND WATER CONSERVATION DISTRICT
2740 22nd St. Suite #3
SLAYTON, MN 56172
PHONE: 836-6990**

This agreement between the Murray Soil and Water Conservation District, henceforth known as the "District" and the Landowner/Operator, known as the "Renter", is provided to give a clear understanding as to how the Brillion Culti-Packer Rental Program will be run.

THE DISTRICT AGREES:

1. To provide a Brillion Culti- Packer.
2. The District will provide any needed instructions regarding the use and care of the culti-packer.

THE RENTER AGREES:

1. To furnish their own equipment for moving the culti-packer to its designated location and returning the packer to the SWCD.
2. The District will not be held responsible for variances in crop yields, crop stands, chemical damages or to the actual outcome of the crop.
3. To exercise normal and reasonable care and maintenance of the culti-packer while in his/her possession.
4. To report equipment breakdown immediately to the District office.
5. To pay for the repair costs resulting from misuse, abuse or willful neglect of the culti-packer, as determined by the District.
6. To assume the Renters own liability for loss of the culti-packer and/or damage to the culti-packer during transportation and/or operation.
7. To utilize the culti-packer at the time scheduled, with consideration given for repairs and weather. You will be given limited time to perform the culti-packer operation.
8. To notify the District office upon the completion of using the Land Roller.
9. To pay the District \$2.50 per acre plus 6.875% sales tax. A minimum charge of \$50.00 plus 6.875% sales tax will be assessed for using the culti-packer on 20 acres or less. A service charge of 1.5% per month, 18% annually will be charged on bills over 30 days old.
10. The Renter shall hold the District exempt from all claims and liabilities arising from the use, operation, or storage of the Land Roller while in the possession of the Renter. The Renter shall indemnify the District for any losses suffered due to operation, use, or storage of the Land Roller by the Renter or someone acting under his/her direction of control.

IN WITNESS WHEREOF, THE PARTIES HAVE HEREBY SIGNED THEIR NAMES.

Renter **Phone Number:** **Date:**

Murray Soil and Water Conservation District **Date:**

Approximate Acres the Culti-Packer will be used on: _____ **Acres**