

**MANDAKO LAND ROLLER
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 Mandako Land Roller Rental Program will be run.

THE DISTRICT AGREES:

1. To provide a 40" Mandako Land Roller.
2. The District will provide any needed instructions regarding the use and care of the Land Roller.

THE RENTER AGREES:

1. To furnish their own equipment for moving the land roller to its designated location and returning the roller 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 Land Roller 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 land roller, as determined by the District.
6. To assume the Renters own liability for loss of the Land Roller and/or damage to the Land Roller during transportation and/or operation.
7. To utilize the land roller at the time scheduled, with consideration given for repairs and weather. You will be given limited time to perform the land roller 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 for the use of the land roller. A minimum charge of \$50.00 will be assessed for using the land roller on 20 acres or less. The acre meter will determine the number of acres that you will be billed for. 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

Date:

Murray Soil and Water Conservation District

Date:

Approximate Acres the Land Roller will be used on: _____ Acres