



Ashland County Land and Water Conservation Department
Rental Agreement

The Ashland County Land & Water Conservation Department, hereinafter called the Lessor, agrees to rent the Truax FLEXII 812 No-Till Drill, hereinafter referred to as the equipment, to the undersigned Lessee, at the rate of \$50.00 per use (Ashland or Iron County) or \$75.00 (Bayfield or Douglas) plus \$8.50 per metered acre of use. The Lessee agrees to provide a “reservation fee” or “use fee” of \$50.00 (\$75.00 if in Bayfield or Douglas County) at the time of application, along with submitting the estimated acreage of use, crops to be planted, and the location of eligible fields. The reservation/use fee will be returned to the lessee if weather-related delays or scheduling conflicts prohibit the equipments’ use.

The Lessee agrees that the equipment shall be used solely by the Lessee or his authorized representative for only the purposes for which it was intended, and shall not be used beyond its normal capacity. The equipment must only be operated by an individual certified by the LWCD, or under the direct and constant supervision of a LWCD-certified individual.

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

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

The Lessee will follow the prescribed operational and maintenance procedures for the equipment prior to use.

The Lessee will perform routine maintenance and otherwise prepare the machine for the next user prior to the scheduled pick-up time. This includes cleanout of seed boxes and drop tubes as well as washing to remove any noxious weed seeds and excessive dirt.

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

The Lessee shall, whenever requested, advise the Lessor of the exact location of the equipment. The Lessor or its representatives 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 Lessee, if the equipment is, in the opinion of the Lessor, being used beyond its capacity or is in any manner improperly cared for or abused.

The Lessee is responsible for all final settings of the equipment and may not receive damages or allowances for inaccurate setting thereof. The Lessee further understands that the Lessor assumes no liability whatsoever for the success or failure of the crop as a result of the use of the equipment.

The Lessee agrees to notify the Lessor immediately upon recognizing that the equipment is not functioning properly and upon completion of use of the equipment. Upon notification to the Lessor, the Lessor will determine the need for repair and make arrangements accordingly. The Lessee is not to initiate maintenance or make unauthorized repairs except for routine maintenance.

The Lessor agrees to provide the equipment to the Lessee in good working order. Lessor agrees to make initial setting of rate and depth if requested by Lessee, although a \$50.00 minimum service fee may be required to do so.

If the Lessee fails to make rental payments when due, the Lessee 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**

Lessee Signature: _____ Date: _____

Printed Name: _____

Lessee Address: _____

Lessee Telephone: _____

Estimated acres of use: _____

Crops to be planted: _____

Time Period(s) Requested (week(s): _____

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

The Lessee has rented the equipment for the time period(s) identified above and agrees to either return the equipment or make it available to the next user by the end of the time period(s) unless prior arrangements have been made. If circumstances such as weather or equipment breakdown delay the return of the equipment, the lessee will notify the Lessor to have the date of return extended or changed. If the Lessor 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.

Lessor Signature: _____ Date: _____
(LWCD Equipment Manager – Dave Schultz)

315 Sanborn Ave. Suite 100
Ashland WI. 54806
Office: (715) 682-7187
Home: (715) 278-3486

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.




Final Accounting

(Please return slip with payment)

Lessee Name: _____

Date(s) Used: _____

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

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

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

Balance Due: _____

Crops Planted and Amounts (acres): _____

Weather and Soil Conditions: _____

Notes and Suggestions: _____

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

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