



Jackson Soil & Water Conservation District  
89 Alder Street, Central Point, Oregon 97502  
Telephone: (541) 423-6159 FAX: (541) 727-7471  
[www.jswcd.org](http://www.jswcd.org)

## Equipment Rental Agreement 2018

Landowners with plans with the District, Southern Oregon Research & Extension Center (SOREC), or Oregon Dept. of Fish & Wildlife (ODF&W) will have use priority over those with no plan, on a first-come first-served basis. Equipment is to be used on land located inside of Jackson County.

Sign this rental agreement and any attached safety and operating instructions prior to releasing the equipment. **In case of an emergency, call Clint Nichols at 541-423-6180 or 541-630-0405**

**Owner of equipment:** Jackson SWCD

**Renter:**

Name: \_\_\_\_\_

Date & time out: \_\_\_\_\_

Address: \_\_\_\_\_

Est. days or return date: \_\_\_\_\_

\_\_\_\_\_

Est. acres to treat: \_\_\_\_\_

Phone: \_\_\_\_\_

Date in: \_\_\_\_\_ = \_\_\_\_\_ days

Email: \_\_\_\_\_

Total acres actually treated: \_\_\_\_\_

Renter has provided driver license and wallet card or other proof of auto insurance: \_\_\_\_\_

- Confirm that the Renter has a tractor with appropriate HP and trailer/hitch equipment to transport the equipment behind a vehicle, load, unload, and pull it in the field.

**JSWCD employee must fill out checklist below at checkout and check-in.**

**Equipment to be rented:**

- Spike tooth harrow
- Flail mower
- Ring roller
- Pasture harrow w/ 5' draw bar
- No-till drill seeder
- Soil augur
- Soil moisture step probe

**Security deposits (Check ONLY those that apply):**

- \$300.00 damage deposit required (will be refunded if equipment is returned undamaged) for field equipment.
- \$100.00 cleaning deposit required (will be refunded if equipment is returned cleaned) for field equipment.
- \$50.00 damage and cleaning deposit required (will be refunded if equipment is returned undamaged and clean) for soil augur and soil moisture step probe.
- Voluntary tax-deductible donation to support equipment maintenance needs. Amount: \_\_\_\_\_.

## **Equipment Rental Procedure:**

1. Complete the rental agreement and schedule a rental time with Jackson SWCD staff.
2. Ensure that you have a tractor or other equipment capable of using the equipment. See the equipment descriptions below for specific information. If you plan to transport equipment with a trailer or truck, make sure you have enough tie downs to secure the equipment in place. The renter assumes responsibility for any damage related to transportation of the equipment.
3. Schedule a time to pick up the rented equipment at least 48 hours prior to arriving at the ODF&W office. All equipment will be picked up on a Thursday and returned the following Tuesday.
  - a. **ODFW phone number, (541) 826-8774.**
  - b. **ODFW address, 1495 E Gregory Central Point, OR 97502**
4. The day you plan to pick up the equipment, drop off your deposit checks and have Jackson SWCD staff sign a copy of your rental agreement. ODF&W staff can turn you away if you do not have a signed rental agreement.
5. Pick up the equipment at the ODF&W office. ODF&W staff does not sign your rental agreement or hold your deposit check and assume no responsibility for securing the equipment to your vehicle. They can assist you with loading the equipment.
6. After using the equipment, schedule a time to bring the equipment to the District office for inspection. JSWCD staff will inspect the equipment and return your deposit checks if everything is clean and in good repair.
7. Return the rented equipment to the ODF&W office. Notify ODF&W at least 48 hours prior to arriving at the ODF&W office. All equipment will be returned on Tuesday the week after you pick up the equipment.

## **JSWCD contact numbers:**

### **Office:**

541-423-6159, Monday-Friday 8:00 am - 4:30 pm.

### **After-hours emergencies:**

Clint Nichols, 541-630-0405

Jenna Sanford, 541-630-0370

Randy White at 541-261-6028

## **Notify District right away if:**

- Equipment is in need of maintenance or repair
- Renter can't get the equipment back onto the trailer
- Renter needs to change the date or time for returning the equipment
- Renter is finished using the equipment or doesn't need it.

**Inspection Checklist (check off equipment used and status of equipment during inspection):**

Spike Tooth Harrow

- Clean (no plant material caught in tines, etc.)
- Spikes not damaged or bent
- Connection points in working order

Flail Mower

- Clean (no plant material caught in blades or around axels, etc.)
- No missing or damaged blades
- Chassis not scratched, dented, or otherwise damaged
- No damage to the roller, skids or transmission
- Connection point in working order

Ring Roller

- Clean (no plant material caught in discs or around axels, etc.)
- No damaged or missing discs or disc teeth
- Connection point in working order

Pasture Harrow

- Clean (no plant material caught in tines, etc.)
- Links still connected
- Drag bar in working order

No-till drill seeder

- Clean (no plant material caught in discs, cultivators, axels, etc.)
- No seed left in seed boxes or seeder chutes
- No damaged or missing cultivators, seeders, or compactors
- Seed boxes operable
- Tires inflated
- Hydraulic hoses in place and undamaged
- Overall chassis undamaged
- Connection points in working order
- Safety and Operating Instruction Binder

**GENERAL TERMS & CONDITIONS:**

This equipment is used at Renter's sole risk. Renter agrees to use the equipment in a careful and prudent manner and return the equipment in the same condition as received. Renter agrees that the equipment will be used only on fields suitable for the equipment being used. Renter agrees to clean all seed, soil, mud, and debris from all areas of the equipment before returning the equipment to the District. **Be sure you have or have secured use of a tractor with sufficient HP and appropriate hitching equipment.**

While normal wear from responsible use is expected, Renter shall be responsible for loss, theft, damage, or destruction of the equipment and accessories. Renter shall be responsible for all liability for equipment use and transportation from the time it is checked out by the District until it is returned. Equipment lost or damaged beyond repair will be paid for by Renter at the regular replacement value. **All costs above the damage deposit will be billed to the Renter.** All damaged equipment will be repaired by District and the cost of such repairs and replacement parts shall be paid for by Renter, except that the costs of normal wear (discs, tire tread, etc.) will be borne by District.

Renter agrees to pay all rental charges and costs to repair damage within **15 days**. Renter shall pay all collection fees, attorney's fees, court costs, other reasonable costs incurred by District to collect amounts owed.

It is Renter's responsibility to ensure that the vehicle that is towing the equipment, as well as the components of the vehicle's hitch, are adequate for the weight of the equipment.

Upon completion of use, Renter agrees to return the equipment ASAP. See "Instructions" handout.

**DISCLAIMER OF WARRANTY:** Except as otherwise expressly provided by this agreement, District makes no expressed or implied warranty as to any matter whatsoever, including, without limitation, the condition of the equipment or its fitness for a particular purpose. No defect or unfitness of the equipment shall relieve Renter of his/her obligation for payment to District provided herein, or of any other obligation under this agreement.

**INDEMNITY:** Renter is responsible for any accidents resulting from the transportation or use of District equipment. Renter shall indemnify District against, and hold District harmless from, any and all claims, actions, suits, proceedings, costs, expenses, damages, and liabilities, including attorney's fees, arising out of, connected with, or resulting from the equipment or the rental agreement, including without limitation, the manufacture, selection, delivery, leasing, renting, control, possession, use, operation, maintenance or return of the equipment. Renter shall further indemnify District, and hold District harmless from all loss and damage to the equipment during the rental period. Renter recognizes and agrees that included in this indemnity clause, but not by way of limitation, is Renter's assumption of any and all liability for injury, disability and death of workers and other persons caused by the operation, use, control, handling, or transportation of the equipment during rental period.

***By signing, I certify that:***

- ***I have read and adhere to the terms of this Agreement***
- ***I have received and read any handouts on safety precautions that are part of this Agreement, and agree to its terms***

Renter' signature: \_\_\_\_\_ Date: \_\_\_\_\_

Jackson SWCD signature: \_\_\_\_\_ Date: \_\_\_\_\_

## APPENDIX A

### INSTRUCTIONS for the TRANSPORTATION, OPERATION, and RETURN of the FLEXII 88 5 FOOT NO-TILL DRILL

#### Renter agrees to:

- Use the drill only on fields capable of being mowed and containing no rocks, stumps, or other debris that will damage the drill. Do not till/prepare fields before using the drill.
- Clean out all seed and debris before returning drill. Vacuum seed boxes and seeder units; shake out and blow out tubes.
- Thoroughly wash the entire drill to remove mud and weed seeds. **Do not put water in seed boxes or tubes.**
- Grease all fittings as needed during use, and again before returning the drill.
- Return all pins that the District provided. Confirm that no parts are missing from the drill, including the seed setting knobs.

#### LOADING, SECURING, AND TRANSPORTATION REQUIREMENTS:

**It is the renter's responsibility to schedule pickup and return of the no-till drill at least 5 working days in advance. Contact Vince Oredson with ODF&W at: 541 826-8774 Ext. 232.**

It is the Renter's responsibility to ensure that the vehicle and the components of the vehicle's hitch are adequate to tow the weight of the drill. Before renting this drill, confirm that your tractor has sufficient power (minimum of 40 hp) to pull the drill when in its working position and proper rear remotes to operate the hydraulics. The drill weighs 3000 lb. empty.

1. Raise the drill to the highest position and install both hydraulic transport channel locks. Rear drive drills require a third transport channel lock (for tongue hydraulic cylinder). Be sure to install them before transporting the drill
2. Be sure that the drill's "slow moving vehicle" (SMV) emblem is clean and visible
3. Attach safety chain between the drill and the towing vehicle.
4. When roading a drill for more than ¼ mile. It is essential to disengage the sprocket lockout hub.
5. When starting out in the transport mode, insure that the clutch is disengaging the drive and the shafts are not turning.
6. Make sure that the drill reflectors are clean and in place.
7. NEVER transport that drill faster than 20 m.p.h. unless the drill is on a trailer.
8. DO NOT transport or haul the drill with seed in boxes, as this will cause settling and packing, which is hard on drive chains when planning is resumed.
9. DO NOT leave seed sacks (empty or partially full) in seed boxes as they may become entangled in the agitators during transport.
10. The drill requires a pin hitch assembly to tow.
11. Be extremely cautious when crossing narrow bridges.
12. When towing the drill on roadways, it is important to watch ground clearance (especially on a crowned road or one that has low shoulders). A towed drill should be secured to the towing vehicle with a safety chain.
13. Transport on a trailer requires chaining or strapping the drill's main frame (not the seed boxes) to the trailer. Raise end wheels so that planters are on trailer deck. Fasten red flags to oversized units. Follow all state and local regulations when transporting a drill.

14. Secure box lids with an additional rope or rubber tie downs (not the seed box cover lid retainers) when moving the drill on the highway. The seed box cover lid retainers may break due to excessive bounce if hooked during transport.
15. Read the attached safety and operating instructions prior to operating the drill.

**TECHNICAL INFORMATION:**

**This drill requires a 40-50 HP tractor with remote rear hydraulic hookups; 50 HP is recommended.** Verify prior to using the equipment that fittings are greased and tire pressures are adequate. If you have to tow the drill without the trailer, do not exceed 20 mph.

**Take the drill jack completely off** and store it on the trailer; otherwise, you may turn a tractor tire into the jack and bend it or break it off. **Do not put fertilizer in the seed boxes.** Refer to seeding the seeding calibrations in the Operator's Manual. Once you have loaded seed and adjusted the settings, stop after one acre or at the end of the field (not in the middle) to make sure the drill is seeding properly (depth and rate), and adjust the settings as necessary. Wide turns are fine, but be sure to **raise the drill before turning sharp corners.** When parking the drill, lower the unit to the ground, lower the parking jack, and disconnect all hydraulic and electrical connections to the tractor before unhitching the drill from the tractor.

## APPENDIX B

### EQUIPMENT PHOTOS AND DESCRIPTIONS



Figure 1: Requires a 20HP tractor minimum with a 3-point hitch and a truck or trailer to transport. Weight 120 lbs. Width 6'.



Figure 4: Requires any small tractor or ATV with a drag bar or standard hitch.



Figure 2: Requires a 20-40HP tractor minimum with a 3-point hitch and a truck or trailer to transport. Weight 485 lbs. Width 6'.



Figure 5: See Appendix A for minimum tractor and transportation requirements.



Figure 3: Requires a 18-40HP tractor minimum with a drag hitch and a truck or trailer to transport. Weight 700 lbs. Width 6'8".