

# Clinton Conservation District

## Native Grass No-Till Drill- USE CONTRACT

Thank you for choosing CCD for your planting needs.



### Rental Contract for FLEXII DRILL

Manufacture by the TRUAX Company  
 Owned by the Michigan Department of Natural Resources  
 Partnered with Pheasants Forever & Ducks Unlimited  
 Managed by: Clinton Conservation District

Renter name: \_\_\_\_\_ Date Rented: \_\_\_\_\_

Location of drop off: \_\_\_\_\_

**Renter may not transport unit on roadway unless if notifying District prior to transport.**

Renter's phone number: \_\_\_\_\_ Best time to call: \_\_\_\_\_

I understand by renting this drill the District is not liable for success of seeds planted. I, as the renter, take on the responsibility of understanding the mechanics of the drill, and if I have questions, I will contact the office prior to any adjustments.

Renter's Signature: \_\_\_\_\_ Date: \_\_\_\_\_

**This unit is as is, fixes or replacement parts will not be reimbursed.**

**Payment of : \_\_\_\_\_ dollars (Check# \_\_\_\_\_ Cash or CC) Date paid: \_\_\_\_\_**

*(Drill will be delivered the night prior to scheduled date if possible. If you are planting on separate dates you will be subject to the \$150 Fee for each date. Drill will be picked up the date scheduled prior to sundown.)*

<p><b>Payment must be made in full to reserve date</b></p> <p><b>Clinton Conservation District</b>  <b>2343 N. US-27</b>  <b>St. Johns, MI 48879</b>  <b>Telephone (989) 224-3720, ext. 3</b></p>	<p><b>\$150 fee for up to 10 acres</b>  <b>Includes delivery &amp; set-up</b></p> <p><b>\$7.00 per acre for each acre</b>  <b>Exceeding 10 acres</b></p> <p><b>\$25 out of county delivery fee if:</b>  <b>5 miles or more outside of county</b>  <b>and \$0.55 per mile if &gt;50 miles</b></p>
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The Applicant and/or Property Owner shall, to the fullest extent permitted by law, fully indemnify and hold harmless the Clinton Conservation District from any and all claims, lawsuits, demands, causes of action, liability, loss, damage and/or injury, of any kind whatsoever, including without limitation all claims for monetary loss, property damage, equitable relief, personal injury and/or wrongful death, whether brought by an individual or other entity, or imposed by a court of law or by administrative action of any federal state, or local governmental body or agency, arising out of, in any way whatsoever, any acts, omissions, negligence, or willful misconduct on the part of the Clinton Conservation District, its Board, personnel, employees, agents, contractors, invitees, or volunteers.

This indemnification applies to and includes, without limitation, the payment of all penalties, fines, judgements, awards, decrees, attorneys' fees, and related costs or expenses, and any reimbursements to the Clinton Conservation District for all legal fees, expenses, and costs incurred by it.

Applicant and/or Property Owner is fully aware and acknowledges there is a risk of injury or damage arising out of the use or operation of the equipment rented hereunder and hereby elects to voluntarily enter into this rental agreement and assume all of the above risks of injury or damage.

Applicant and/or Property Owner agrees to release and discharge the Clinton Conservation District from any and all responsibility or liability from such injury or damage arising out of the use or operation of the equipment; and Applicant and/or Property Owner further agrees to waive, release and discharge any and all claims for injury or damage against the Clinton Conservation District which Applicant and/or Property Owner otherwise may be entitled to assert.

Renters Signature : \_\_\_\_\_ Date: \_\_\_\_\_