



**Kanabec Soil and Water Conservation District
Equipment Rental Agreement
2026 Kanabec SWCD Tree Planter**

Name: _____ Date: _____
Address: _____ County: _____
Cell Phone: _____ Home: _____
Email: _____

Expected Rental Date: _____ Expected return date: _____
of acres to be planted: _____
Species to be planted? _____
\$500 deposit: Check Cash \$50 rental fee: Check Cash
Date deposit returned: _____ and paid: _____

Conditions for Planter Transport

- At least a ½ ton pickup truck must be used to pull the drill when transporting
- The trailer the planter is on is equipped with a 2 5/16” receiver
- Transport only during daylight hours.
- Maximum speed is 30 mph
- When transporting, watch for mailboxes, oncoming cars, narrow bridges and shoulders of road. Slow down and make wide turns.
- Ensure the planter is attached securely to the trailer before transport.
- Only transport the planter while on trailer on public roads.

Conditions for Planter Use

- Cover drill (store indoors) when not in use
- Make sure chisel and packing wheels are calibrated properly for site conditions before use.
- Only use the planter to plant straight rows, lift chisel when turning.
- Plant trees between 3 and 9 inches below surface.
- Plant in firm, dry soil.



Kanabec Soil and Water Conservation District Equipment Rental Agreement

This rental agreement is made on _____ day of _____, 2026 between _____ (Renter), and the Kanabec Soil and Water Conservation District (District).

The parties agree as follows:

1. **Deposit.** Prior to taking possession of the planter, the Renter shall remit a deposit in the amount of Five Hundred Dollars (\$500.00). The District may apply the deposit to any unpaid fees, cleaning costs, damages, or other amounts due under this Agreement. Any remaining balance shall be refunded upon return and inspection of the planter.
2. **Condition of Equipment.** The planter is provided “as is.” The District represents only that the planter is in working condition at the time of rental, to the best of its knowledge.
3. **Calibration.** The District does not calibrate the planter. Calibration and setup are the sole responsibility of the Renter.
4. **Instruction.** The District will provide basic instruction on the proper operation and care of the planter. The Renter assumes responsibility for safe and proper use thereafter.
5. **Use and Responsibility.** The Renter assumes full responsibility for the possession, use, operation, transport, and storage of the planter during the rental period and until it is returned to the District.
6. **Assumption of Risk; Injury, Death, and Indemnification.** To the fullest extent permitted by Minnesota law, the Renter acknowledges that use of the planter involves inherent risks, including the risk of property damage, personal injury, or death, and voluntarily assumes all such risks. The Renter agrees to defend, indemnify, and hold harmless Kanabec SWCD, its Board of Supervisors, officers, employees, and agents from and against any and all claims, demands, damages, losses, liabilities, costs, and expenses, including reasonable attorney fees, arising out of or related to bodily injury, sickness, disease, death, or property damage resulting from or connected to the Renter’s possession, use, operation, transport, or storage of the planter, including the acts or omissions of the Renter or any person acting under the Renter’s direction or control.
7. **Damage and Loss.** The Renter is responsible for any loss of or damage to the planter occurring during the rental period, normal wear and tear excepted. The cost of repair or replacement may be deducted from the deposit, and the Renter shall remain responsible for any additional amounts.
8. **Maintenance and Repairs.** The District shall be responsible for routine maintenance and repairs not attributable to misuse, negligence, or unauthorized modification. Repairs required due to such causes shall be the responsibility of the Renter.
9. **Inspection and Damage Reporting.** The Renter shall inspect the planter prior to use and immediately report any existing damage or operational issues to the District at 320-679-1391. Failure to report pre-existing damage prior to use may result in the Renter being held responsible for such damage upon return.



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10. **Unauthorized Repairs.** The Renter shall not repair, modify, weld, solder, or otherwise alter the planter without prior written authorization from the District.
11. **Prohibited Uses.** The Renter shall not apply fertilizer, pesticides, or any other materials not intended for use with the planter.
12. **Cleaning.** The planter shall be returned in clean condition. A \$40 cleaning fee will be assessed if returned in unsatisfactory condition.
13. **Pickup and Return.** The planter shall be returned between the hours of 8:30 a.m. and 4:00 p.m. at the Kanabec SWCD office, unless otherwise approved. The rental period shall end upon return and inspection by the District.
14. **Scheduling.** The Renter agrees to adhere to the scheduled rental period. The District is not responsible for delays due to weather, maintenance or repair, or failure of another renter to return the equipment on time.
15. **Right to Refuse Service.** The District reserves the right to refuse rental services to any individual who has previously violated this Agreement or engaged in conduct deemed unprofessional or disruptive.
16. **Governing Law.** This Agreement shall be governed by and construed in accordance with the laws of the State of Minnesota.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the dates set forth below.

Kanabec SWCD

By: _____

Name: _____

Title: _____

Date: _____

Renter

Signature: _____

Printed Name: _____

Date: _____