



TRUAX INTERSEEDER
CONTRACT

Desired Pick-Up Date: []

Drop-Off: []

Name: _____

Phone: _____ Alt. Phone: _____

E-mail: _____

You can pick up a receipt at the time of payment or we will email one to you.

Mailing Address: _____

Planting Location (if different from mailing address): _____

- County: [] Mille Lacs
[] Benton
[] Kanabec
[] Other: _____

Type of Planting (check all that apply)

- [] Pasture [] No-Till Farming [] Replant Drown Out [] Native Prairie [] Buffer Strip [] Other: _____

Purpose of Planting [] Agriculture [] Conservation [] Habitat [] Erosion Control [] Other: _____

Use of pre-mixed seed is not recommended

Type of Seed(s) to Plant: _____ Source: _____

Estimate Acreage: _____

Acre meter before: _____

Acre Meter after: _____

Total actually seeded [] x \$21/ac (\$210 minimum) = _____

Cleaning fee \$30 _____

Subtotal []

MN ST3 sales tax exemption form provided? _____

x 7.375% tax _____

Total Due = []

Remember!

\$500 damage deposit []

Was there any damage to the machine or repairs needed? _____

If so, what and where _____ (take pictures)

How did the machine work? _____

Would you recommend it to others? _____

Other comments? _____

(SWCD copy)



TRUAX INTERSEEDER CONTRACT

This rental agreement is made on ___/___/___ between _____ ("the Renter") and the Mille Lacs Soil & Water Conservation District ("the District").

These parties agree as follows:

Renter
Initial

1. The District will provide a Truax Interseeder to Renter in operable condition but does not guarantee it as free from all, including hidden, defect. The interseeder is released in "as is" condition and any use of the interseeder by Renter is at Renter's own risk. Renter is not responsible for conducting normal maintenance and/or repairs on the interseeder and Renter shall immediately return the interseeder if the Renter determines interseeder requires normal maintenance, repairs or if the interseeder becomes defective or otherwise unsafe for use. _____
2. The District will instruct the Renter in the basic care and operation of the interseeder prior to use. Repair costs resulting from misuse or abuse of the equipment, as determined by the District, will be the responsibility of the Renter. Inspection of the equipment will be made by the District and the Renter prior to and following use. _____
3. The District will not provide Renter with liability coverage for claims arising out of the Renter's use of the equipment. Renter's personal liability coverage will apply if a loss occurs. By renting the interseeder, Renter: 1) accepts liability for any injuries arising out of the use of the Interseeder; and, 2) represents Renter has liability insurance to cover any claim arising out of such use. _____
4. Renter shall maintain control and possession of the interseeder from the time it is picked up until it is returned. Planting shall only be performed as stated on the Rental Application and as agreed to by the District. **Renter shall not use the interseeder outside the approved area.** Approved area: Mille Lacs, Benton, Kanabec, Sherburne (east of Hwy 25 and north of County Rd 4NW), Isanti (north of Hwy 95 and west of County Rd1), and Morrison (east of Hwy 25) Counties. _____
5. **Tractor is at least 60 HP** and has independent, dual hydraulics. _____
6. **Tow vehicle is at least ½ ton** pick-up or equivalent with drop-pin hitch. _____
7. Renter affirms consent with all terms and conditions and safety instructions provided on the following pages. _____
8. **Rental Fees and Charges:**
 - a. The Renter agrees to pay **\$21 per acre** with a **\$210 minimum rental fee.**
 - b. A damage **deposit of \$500** must be left with the District when the equipment is picked up.
 - c. **Additional Charges:** There will be a **\$30 cleaning fee** if seed remnants are left in hoppers or mud is packed on machine parts. **\$50 will be charged per day** for any rental longer than 3 days, unless mutually agreed between the District and renter. _____
 - d. All rental fees and additional charges are **subject to Minnesota sales tax unless an exemption form is provided.**

Renter: _____
(signature)

District: _____
(employee signature)

(SWCD copy)



TRUAX INTERSEEDER CONTRACT

Additional Terms & Condition

The time of planting shall be scheduled at a time mutually convenient to the District and the Renter and shall be conducted as stated on the Rental Application and as agreed to by the District. The interseeder must be returned no later than 8:00 a.m. of the day immediately following midnight of the last day of scheduled planting, or the first Monday following the last day of scheduled planting, whichever day occurs first. The Renter is responsible for scheduling delays caused by necessity for repair or maintenance due to misuse, abuse or improper care. The District is not responsible for scheduling delays caused by the failure of another Renter to return the interseeder within that Renter's allotted time or any delays caused by necessity for repair or maintenance including repairs and maintenance due to misuse, abuse or improper care. The interseeder is not deemed to be "returned" until the planter is returned and inspected by District's Representative.

Renter understands Renter is legally and financially responsible for Renter's actions. The Renter shall hold the District, Mille Lacs County, and the Officers, Agents and Employees of the District and Mille Lacs County harmless from all claims and liabilities arising from the use, operation, or storage of the interseeder while in the possession of the Renter. The Renter shall indemnify the District for any losses, including but not limited to Worker's Compensation claims, suffered due to the operation, transportation, use, or storage of the interseeder by the Renter, Renter's employee, agent, or representative.

The District shall not be liable to the Renter or any other party for any loss or damage resulting from a delay nor failure to perform due to unforeseen acts or events outside the District's reasonable control. Such acts and events may include acts of God, acts of terrorism, war, fire, flood, epidemic, acts of civil or military authority, and natural disasters.

It is understood and agreed that the entire agreement between the Renter and the District is contained herein and that this agreement, including any attachments, supersedes all oral agreements and negotiations between the Renter and the District relating to the subject matter hereof, as well as any previous agreements presently in effect between the Renter and the District relating to the subject matter hereof. There are no express or implied warranties made part of this agreement.

The law of the State of Minnesota will govern this agreement. Proper venue and jurisdiction for all lawsuits, claims, disputes, and other matters in question between the parties to this agreement, or any breach thereof, shall be in the courts of the County of Mille Lacs in the State of Minnesota. Should any dispute arise in the interpretation of any provision of this agreement, Renter agrees any terms of this agreement alleged to be ambiguous shall not be construed against the District and the District agrees any terms of this agreement alleged to be ambiguous shall not be construed against the Renter.

Refunds & Equipment Problems

Mille Lacs Soil & Water Conservation District will issue a full or partial refund in the event of equipment breakdown that is not the fault of the renter.

Operator error, misuse of equipment, or poor seed quality are not eligible reasons for a refund; the minimum rental amount will still be due.

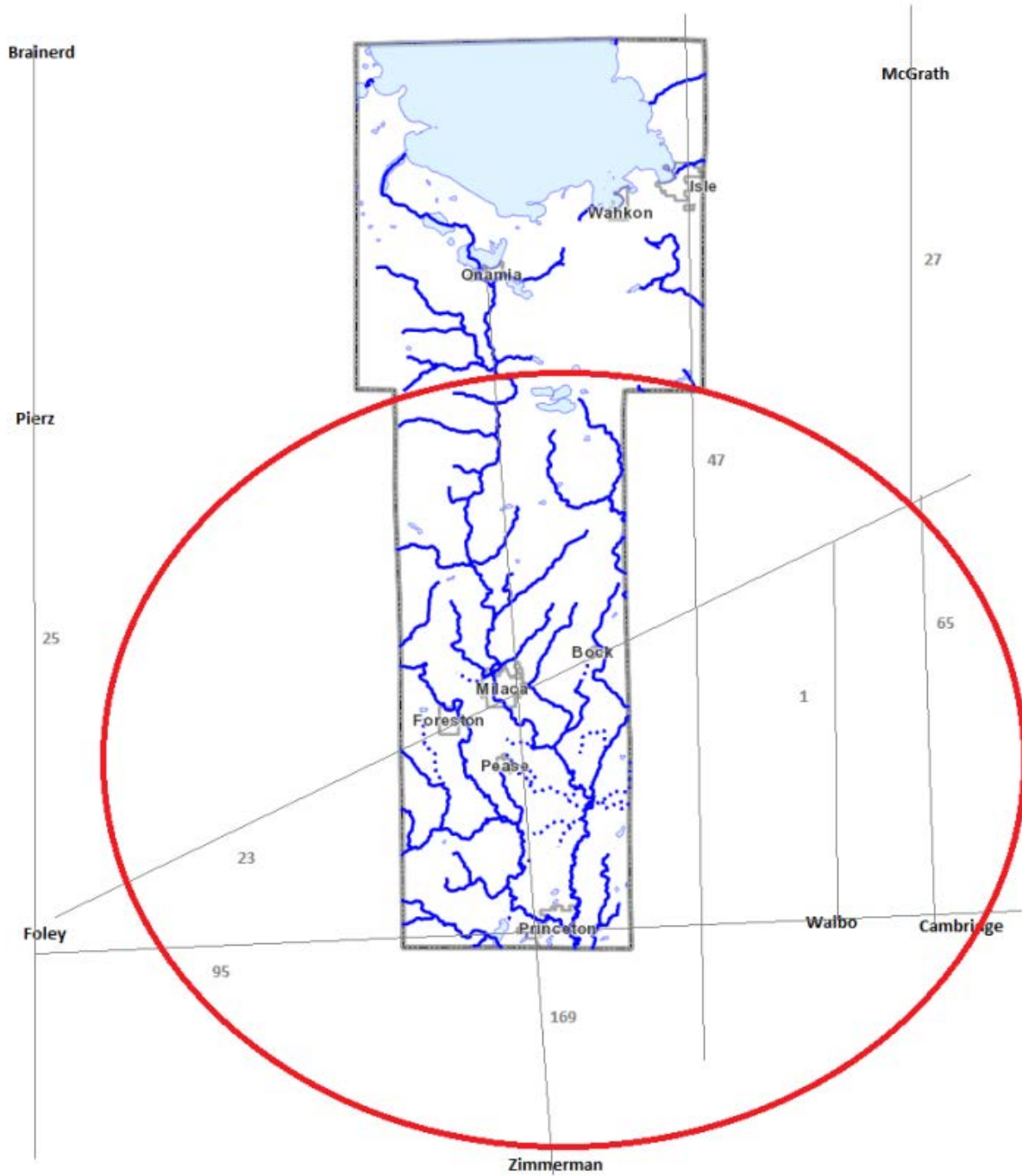
In the event of switching equipment, the minimum charges do not apply (damage deposit does).

Renter Signature: _____

(SWCD copy)



TRUAX INTERSEEDER USAGE INFORMATION





TRUAX INTERSEEDER USAGE INFORMATION

Safety and Use Checklist: **To be completed with Renter**

Safety & Inspection Checklist	Description	Reviewed with Renter prior to rental	Condition when returned
Operators Manual	Provide renter for reference and seed rate tables.		
Safety Suggestions List	Show "Safety Suggestions" list & contract to renter and have them sign indicating they have read and understand the safety suggestions. Insist that they be followed by the renter and those working with the renter.		
Hitch pin	Will customer use our pin?		
Jack	Instruct renter to remove jack during travel.		
Slow Moving Vehicle sign	Towing lights should work but make sure "Slow Moving Vehicle" sign is visible.		
Trailer chains	Instruct renter to verify trailering chain is secured before towing.		
Hydraulic hoses	Any visible damage to hoses deeper the rubber outer layer?		
	Instruct renter to verify hoses are tied up securely before towing.		
Coulters/disks & packer wheels	Any visible damage to the coulters? Missing, worn, bent, muddy?		
Seed tubes	Check that seed tubes are not clogged or that any connections are loose.		
Seed hoppers	Check all 3 hoppers are clean of any seed etc. Ask customer to "vacuum" the small hopper. Compressed air will not be enough. Need to get small seeds from under the cogs or it will sprout and clog with humidity.		
	Instruct renter that there are 3 hoppers (Native w/ auger, small seed, large seed).		
Seeding rate adjustment	Demonstrate how and where the adjustments are made for each hopper.		
Braces	Point out the braces that must be removed for use and re-set before lowering for towing.		
Transport mode	Instruct renter to always have seeder in transportation mode when travelling. Show renter how to change it from planting to travel mode.		

(SWCD copy)



TRUAX INTERSEEDER USAGE INFORMATION

SAFETY AND USE TIPS

TRANSPORT:

- **Turn dial on wheel to TRANSPORT MODE**
- Attach safety chain
- Maximum speed: 20 mph
- Observe all slow-moving vehicle practices
- Avoid highways when possible
- Do not transport equipment when dark (sunset – sunrise)
- Check that the slow-moving vehicle emblem is clean
- No trailering the interseeder

USE:

- **Turn dial on wheel to PLANTING MODE**
- Never stand on the back platform unless hooked to tractor/truck (it will tip)
- Do not step on the tire when in planting mode
- Do not allow any other individual to use the interseeder without previous approval from the District.

CLEANUP:

- Hoppers should be vacuumed (air hose won't be enough).
- Make sure machine is clean of mud.

RETURN:

- Please call ahead to confirm a specific time to return the Interseeder so personnel will be available to inspect the equipment for damages with you. An employee will meet you in the parking lot.
- You will need to make payment for rental at the time you return the interseeder by visiting the SWCD office in the lower level of the courthouse. **Payment with check is preferred.** We cannot accept credit cards and do not have petty cash on hand for exact change.

Call (320) 983-2160 for the SWCD office, or the individual employee cell number if provided to you for questions about operation of the interseeder.

(Renter copy)



TRUAX INTERSEEDER USAGE INFORMATION

SMALL SEED BOX Legumes, Clovers, Alfalfa

SEEDING CHARTS FOR TRUAX DRILLS FLUTED FEED ROLL – SMALL SEED BOX			
TYPE OF BOX	TYPE OF SEED	EXPOSED FLUTE	BULK SEED LBS/ACRE
SMALL SEED BOX Original equipment sprockets. Exposed fluted feed roll measured on inside of cup.	CAVE-IN ROCK SWITCHGRASS P-99.78%, G-84%, PLS-84%	1/2"	6.0
		1/8"	1.5
		1/32"	0.8
SMALL SEED BOX Changed driven sprocket to a 30-tooth from original 20-tooth sprocket.	SAME SEED AS ABOVE	1-1/16"	7.5
		1/2"	3.2
		1/4"	1.78
		1/8"	0.78
SMALL SEED BOX Original equipment sprockets. Exposed fluted feed roll measured on inside of cup.	ALFALFA & LADINO CLOVER	1/2"	27.1
		3/8"	18.9
		1/4"	14.2
		1/8"	7.7
	BIRDSFOOT TREFOIL & CRIMSON CLOVER	1/2"	24.3
		3/8"	17.8
		1/4"	11.8
		1/8"	6.6
	TIMOTHY & RED TOP	1/2"	16.3
		3/8"	11.5
		1/4"	8.1
		1/8"	4.4

Use lever to open/close

(Renter copy)



TRUAX INTERSEEDER USAGE INFORMATION

FLUFFY SEED BOX Native grasses and forbs

SPEED CHANGER VARIABLES – FLUFFY SEED BOX			
TYPE OF BOX	TYPE OF SEED	OUTPUT SETTING	BULK SEED LBS/ACRE
<p>FLUFFY SEED BOX Original equipment sprockets on leg shaft and clutch.</p> <p>DERAILLEUR STYLE SPEED CHANGER When standing in front of drill facing the speed changer: For lowest output, chain should be to the right side of the cone sprockets. The 16tooth sprocket will be driving the 50tooth sprocket. Any stepping of the chain to the left increases the output. Each step will increase the output between 40%-60% depending on the purity and germination of the seed. A higher purity will have a greater change in output with each step. Debearded seed will have the same effect.</p>	<p>SHARP'S COMMON MIX BIG BLUESTEM, SIDEOATS GRAMA, & LITTLE BLUESTEM</p>	50 drive 16	54.7
		44 drive 26	28.4
		36 drive 36	16.8
		26 drive 44	10.7
		16 drive 50	5.3
	<p>STOCK'S COMMON MIX BIG BLUESTEM, INDIANGRASS, & LITTLE BLUESTEM</p>	50 drive 16	27.8
		44 drive 26	15.9
		36 drive 36	9.1
		26 drive 44	5.6
		16 drive 50	3.1
	<p>CAMPER LITTLE BLUESTEM P-86%, G-54%, PLS-46.6%</p>	50 drive 16	54.3
		44 drive 26	27.0
		36 drive 36	15.9
		26 drive 44	9.4
		16 drive 50	4.5
<p>BIG BLUESTEM (Debearded Seed)</p>	50 drive 16	59.5	
	44 drive 26	33.9	
	36 drive 36	19.4	
	26 drive 44	11.0	
	16 drive 50	6.3	

Native grasses: Maximum Pure Live Side: 85%

Move chain between gears to open/close to adjust the rate

Gaskets can reduce the size of the opening to reduce seeding rate

(Renter copy)



TRUAX INTERSEEDER USAGE INFORMATION

COOL SEASON GRAINS Uniform, hard seeds: Oats, wheat, etc.

SEEDING CHARTS FOR TRUAX FLEX DRILLS FLUTED-FEED ROLL COOL SEASON/GRAIN SEED BOX			
TYPE OF BOX	TYPE OF SEED	EXPOSED FLUTE	BULK SEED LB'S/ACRE
COOL SEASON/GRAIN BOX Original equipment sprockets with gates in full up position. Exposed fluted feed roll measured on inside of cup.	PUBESCENT WHEATGRASS P-97.5%, G-86%, PLS-84%	1-7/8"	28.4
		1"	16.4
		1/2"	8.95
		1/4"	3.28
	BUTTE SIDEOATS GRAMA P-90%, G-73%, PLS-65.5%	1-7/8"	6.5
		1"	3.4
		1/2"	1.5
	LODORM OATS	1-7/8"	38.0
		1"	21.0
		1/2"	11.4
		1/4"	4.8
	WHEAT	1-7/8"	276.5
		1"	161.9
		1/2"	78.3
		1/4"	42.5
	SOYBEANS Move all cup levers to the middle notch setting for medium to small soybeans. Use the lowest notch setting for large soybeans.	1-7/8"	460.1
		1"	227.5
		1/2"	99.3
		1/4"	47.1
	SMOOTH BROMEGRASS	1-7/8"	121.6
1"		71.1	
1/2"		36.1	
1/4"		16.1	

Brown boxes can be adjusted individually – consult SWCD office first!

(Renter copy)