



Carver Soil and Water Conservation District
11360 Hwy 212, Suite 6
Cologne, MN 55322
952-466-5230

Tree Planter Rental Agreement

This agreement is intended to provide the Carver Soil and Water Conservation District, henceforth known as the "District" and the Landowner/Operator with a clear understanding of the duties and responsibilities designated to each party.

*See the reversed side of the page for specific rental charges for use of the tree planter. It is agreed that these charges shall be paid within 30 days from the date of invoice. ***A 1.5% monthly service charge will be added after the 30 days.***

District Responsibility

1. The District shall deliver and pick up the Tree Planter at a mutually agreed-upon accessible location. Unless the landowner agrees to pick up and transport the planter themselves.
2. The District shall provide any needed instructions for using the tree planter
3. The District shall properly document any known mechanical or operational defects/problems.
4. The District makes no warranty regarding tree placement or final tree outcomes.

Landowner/Operator Responsibilities

1. The landowner agrees to pay the district the rental charge posted on the reverse side of this agreement. Charges posted on the reverse are subject to change annually.
2. The Landowner/Operator shall pay a **refundable \$100 damage deposit**. The deposit will be retained only to cover repair or replacement costs resulting from damage beyond ordinary wear. A written explanation will be provided if any portion is withheld.
3. The landowner/operator shall exercise normal and reasonable care of the tree planter.
4. If the District must clean the planter of excessive mud and debris for the next usage, a **service fee of \$100 will be applied** to the final invoice to cover cleaning time and labor.

Hold Harmless and Indemnification

To the fullest extent permitted by law, the Landowner/Operator agrees to indemnify and hold harmless Carver County and/or the Carver SWCD, including their officers, employees, agents, and representatives, from any claims, damages, losses, or expenses arising from the Landowner/Operator's use of the planter, except to the extent caused by the negligence or willful misconduct of the District.

Effective Date: 2026

I have read, understand and fully agree with the terms as stated in this agreement. I understand that any infringement may be subject to additional payments, penalties or waiver of recovery for damages. **Please sign below.**

Tree Planter:

Pull Behind

3 Point

Landowner/Operator (Printed Name)

Date

Signature

Address

Phone

District Representative

Date

**Carver Soil & Water Conservation District
Fee-For-Service Schedule**
Tree Planter

(Carver County Resident)

\$50 per day

(Non-Carver County Resident)

\$100 per day

Visible Damage (If any):