No-Till Drill Rental Agreement
10ft Great Plains 1006 No-Till Drill

THIS AGREEMENT, made and entered into this _____ day of _____, 20____, by and between the South Big Horn Conservation District, hereinafter referred to as *"District"* and _____, hereinafter referred to as *"Producer"*.

Lease

The *District* in consideration of the rents, conditions, agreements, and payment hereafter contained, shall allow use to the *Producer* of a:

2020 Great Plains, Model 1006NT 10ft No-Till Drill – Serial Number: GP-5154XX

Starting Acre Count (native seed box) _____
Ending Acre Count (native seed box) _____
Total Acre Count (native seed box) _____

Starting Acre Count (main box) _____
Ending Acre Count (main box) _____
Total Acre Count (main box) _____

Terms of Lease

This lease shall commence on _____ (date) and shall be in effect until _____ (date). Check-out and check-in shall be between 8:00 AM and 4:30PM on weekdays unless otherwise agreed upon.

The *Producer* will use the drill on the above dates. If the *Producer* needs the No-Till Drill for a longer period, the *Producer* will contact the *District* in advance to ensure the drill is not promised to someone else. If not returned by check-in date or permission for an extension was not given an additional fee of $50/day will be assessed.

The No-Till Drill SHALL NOT be sublet by the *Producer*, nor shall he/she assign or transfer any interest in this agreement without written consent of the *District.*

The No-Till Drill does not travel beyond the Big Horn County Border without prior approval.

In the event that the drill is not brought back permission is given to the *District* to enter the property to retrieve the drill.

Rental

The *Producer* will pay for the use of the drill after the use is completed. The *Producer* shall pay the *District* the rental sum of $15.00 per acre. A minimum charge of $200 will be required for the use of the drill. An additional fee of $100 will be charged for a cleaning fee if the No-Till Drill is not properly cleaned after use. This means the seed boxes and hoses must be vacuumed or cleaned out by compressed air. The outside of the drill may be pressure washed. Inspection by *District* personnel will be conducted to determine if the cleaning fee is applicable. Fees will be invoiced following return with payment due in 30 days after which a 1.5% interest will be charged.

Before the *Producer* uses the No-Till Drill, the *Producer* and *District* personnel will review and initial the Equipment Checklist (page 6).

The *District's* No-Till Drill will be used at the *Producer's* sole risk. The *Producer* must use the drill in Big Horn County, Wyoming. The *Producer* agrees to use the No-Till Drill carefully on fields that are appropriate for use. After use, the *Producer* will make sure the No-Till Drill is in the same or better condition than it was received. Normal wear from responsible use is expected. The *Producer* shall be responsible for loss, theft, damage, or destruction of the No-Till Drill and all liability for its use, beginning from the time it is checked out from the *District* until it is checked in to the *District.*

The *Producer* will refer to the operator's manual (located on the front of the drill) for maximum drilling speed and transport speed. Adjust for rough road conditions. **Disengage the drive wheel (lockout) before transporting. Failure to comply with these terms and conditions will result in the *Producer* being charged for any and all repairs at the current rate of repair.**

After the *Producer* uses the No-Till Drill, the *Producer* and *District* personnel will review and initial the Equipment Checklist. *District* personnel will record the acreage counter to determine the actual use. *District* personnel will determine if the billable acreage needs to be adjusted.

Notification

The *Producer* shall immediately notify the South Big Horn Conservation *District* (307) 765-2483 ext. 103 if the drill requires maintenance or repair.

Disclaimer of Warranty

Except as otherwise provided by this agreement, the *District* makes no express 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 the *Producer* of his/her obligation for payment and other charges to the *District* proved herein or any other obligation under this agreement.

Indemnity

The *Producer* shall defend, indemnify, and hold harmless, the *District,* its officers, employees, board members, and agents from any and all claims, actions, suits, proceedings, court awards, costs, expenses, damages, and liability, including attorney fees, arising out of, connected with, or resulting from the equipment or the lease, including without limitation, the manufacture, selection, delivery, leasing, renting, control, possession, use, operation, maintenance, or return of equipment. The Produc*er* shall further indemnify and hold harmless the *District* its officers, employees, board members, and agents from all loss and damage to the equipment during the rental period. The *producer* recognizes and agrees that included in this indemnity clause, but not by way of limitation, is the *Producer's* assumptions of any and all liability for injury, disability, and death of workmen, and other persons caused by the operation, use, control, handling, or transportation of the equipment during this rental period.

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Safety Precautions

Failure to follow the safety precautions as they are stated in the Operator's Manual may result in death or serious injury.

Insurance

The *Producer* shall maintain insurance for the full replacement value of the equipment $31,500.00 and for any liability arising from the *Producer's* use and rental of the No-Till Drill. The *Producer* shall provide proof of insurance covering the rental of the No-Till Drill before receiving the drill.

Insurance Company Name:_____
Address:_____
Policy Number:_____

Certification

My signature below, as the *Producer*, certifies that I have read and understand the No-Till Drill Operator's Manual and safety placards, including all operational, maintenance, and safety requirements. I agree to adhere to those requirements and all terms and conditions of this agreement and understand that all sections of this contract are legal and binding.

Printed Name: _____ Cell Phone: _____

Email: _____

Physical Address: _____
Address City Zip Code

Mailing Address: _____
Address City Zip Code

Producer's signature: _____ Date: _____

Field Operating Checklist (Maintenance)

Lubricate: Drive Chain ---------- As required

Lubricate: Clutches, Grease Banks ---------- Every 8 hours

Lubricate: Fertilizer Tray Bearings, Gauge Wheel Arms & Small seed shaft bearings
---------- Every 15 hours

Lubricate: Felt barrier seals ---------- Every 30 hours

Lubricate: Feed cup drive shaft sprocket, Small seeds fed cup drive sprocket ----- Every 50 hours

Lubricate: Coulter hub bearing, Ground drive wheel bearing ---------- Seasonal

Maintenance & Penalty

Lubrication requirements are listed in the 1006NT Great Plains No-Till Drill Operator's Manual and above. The *District* retains the right to charge the *Producer* accordingly for equipment that is returned damaged, or without cleaning and maintenance.

Technical Information

An operator's manual is kept on the equipment and a copy is also located at the South Big Horn Conservation *District* office. The *Producer* is required to review safety precautions in the operator's manual and international safety placards on the equipment before transporting or operating the equipment and the *Producer* must certify that he/she has read and understood all safety precautions.

Traveling Procedures

Put cylinder locks on both Hydraulic Cylinders when transporting. Make sure the drive lock-out hub is disengaged on both sides while transporting.

If traveling on any roadway, flashing hazard lights must be in use at all times and a slow speed must be maintained.

Once at the field, remove the Cylinder locks and put on the hub above the wheels. Turn the drive lock-out into the drive lock-in position.

No-Till Drill Equipment Checklist

Must be initialed by the *District* and *Producer* at the time the equipment is checked out and checked in for use.

Items to be checked:	Check out:	District	Producer	Check in:	District	Producer
Seed Boxes vacuumed and cleaned out						
Disk Blades						
Tires (40 psi)						
Farm implement sign (slow-moving vehicle sign)						
Electrical Hazard Lights						
Disengage drive wheel						
Acreage Counter						
Operator's Manual (as required in Field Operating Checklist)						
Hydraulic (valve closed, hoses pulled back)						
Tongue/Hitch assembly & pivot pins						
Transport Jack (move to the top for transport)						
Grease Gun						
Vehicle Wiring Adapter						
Other comments or concerns						

Date out:_____ **Time:** _____ **Date in:**_____ **Time:**_____