

# CD RENTAL EQUIPMENT GUIDELINES

## **GOT EQUIPMENT?**

It is always exciting when purchased equipment arrives at your Conservation District (CD) doorstep. Now it is time to put it to its intended use and rent it to local landowners. Before you begin renting, review the 10-minute Rental Equipment training on the CD Bureau's website to make sure that your district is set up for success. This training will help ensure you have all the important processes and paperwork in place to administer a safe and profitable equipment rental program.

Within this document, you will find model rental agreements, checklists, and training resources that are meant to serve as examples and templates for your program; they are not meant to be all inclusive to administer your program. You can adopt and customize these, or you can design your own. Regardless, make sure to have your rental agreement paperwork legally reviewed and in place prior to utilization.

Following are some other important considerations for your rental program.

## **Check-out, User Agreements, and Proof of Insurance**

Every user must sign a rental agreement and should provide proof of their own insurance. This is nonnegotiable – liability is always a concern. Users should have at least the following coverage: \$750,000 per claim and \$1.5 million per occurrence. Remember, it only takes one incident to potentially ruin not only the CD rental equipment program, but also the CD's reputation. Make sure that your CD is covered by your rental agreement and not just your insurance company!

It's imperative that every user should be aware of their responsibilities for the equipment once in their hands. Provide them with checklists and review rental requirements with them.

## **Equipment Transfers, Check-In, and Maintenance**

Considering users typically need to rent equipment at the same busy times of the year, making timely transfers between users is crucial. It is important to check-in equipment between users to ensure the equipment has not been damaged and maintenance is not required. Maintain a system for efficient scheduling of equipment whether it is an online tool or a simple calendar.

It is best practice to require equipment to be returned to the CD between lessees, unless a user-to-user transfer is planned and approved in advance. If your CD does not require that the equipment be returned in between uses, make sure that you are still getting signed agreements and proof of insurance from each user (see above). Regardless, do not allow equipment to trade hands without your knowledge.



When equipment is returned, use a checklist to inspect the equipment for damage and needed repairs. Checklists are not only important for equipment maintenance, but they can also settle disputes when equipment is returned in poor condition. Checklists should be completed, even if equipment is not returned to the CD, and users should send photographs of any issues to the CD when they receive equipment, not after starting use. Also, make sure to have a policy and fee schedule in place to recoup fees outside of the regular rental agreement.

### **Summary**

Remember, CD rental equipment is for local landowner use, not abuse. Rental equipment programs are a privilege to the landowners, not an obligation. Ensuring that your rental equipment program runs as smoothly as possible is a big part of the long-term sustainability of your program. Therefore, any short-term enforcement of rules that you do with an individual user benefits everyone else in your community in the long-term.

Disclaimer: This information is provided for general information purposes only and does not constitute legal advice. The information provided should not be used as a substitute for a legal opinion from your county attorney or otherwise retained and qualified legal counsel. If you need advice regarding a specific legal situation, contact your legal counsel.



# Table of Contents

Standard Equipment Rental Agreement.....4

Rental Agreement Examples\*.....7

Checklist Examples\*.....47

Training Sheet Example\*.....50

Maintenance Plan\*.....53

Advertisement\*.....54

Management Tools\*.....55



Examples compiled for this document were provided by various Montana conservation districts including Roosevelt CCD, Lower Musselshell CD, Dawson CCD, Lake CCD, Petroleum CCD, and Sheridan CD.

Thank you for your contributions and sharing this information with the CD Bureau and CDs statewide.



## EXAMPLE 1: EQUIPMENT RENTAL AGREEMENT (LEASE)

THIS AGREEMENT, made the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by and between \_\_\_\_\_ Conservation District hereinafter called the Lessor(s) and [Print Name, Address, and Phone Number]: \_\_\_\_\_

\_\_\_\_\_ hereinafter called the Lessee.

Lessee and Lessor, for the consideration hereafter named, agree as follows:

Under the General Conditions of Lease, Lessor hereby leases to Lessee all equipment named and identified in the following "List of Equipment," for use at such location and at such rental rate for approximately such time as is herein stated. Lessor shall furnish such equipment in operative condition.

### LIST OF EQUIPMENT

Description of Equipment	Equipment to be Used at or Near	Approximate Rental Period	Equipment Identification Number	Security Deposit	Rental Rate [\$]	Rental Rate Unit Base (e.g. daily, monthly)

Lessor and Lessee, for themselves, their successors, executors, administrators and assigns, agree to the full performance of the covenants herein contained.

IN WITNESS WHEREOF, they have executed this Agreement the day and year first above written:

Lessor

By: \_\_\_\_\_

Lessee

By: \_\_\_\_\_



## GENERAL CONDITIONS OF EQUIPMENT RENTAL AGREEMENT (LEASE)

The conditions of lease here below stated constitute a contract between the parties hereinabove named which contract is hereafter referred to as "this Agreement".

- 1) **RENTAL PERIOD.** The Rental period shall cover all time consumed in transporting the equipment, including the date of legal delivery to a public carrier for transit to Lessee and upon return of the equipment, the date of legal delivery by such carrier to Lessor, or if no public carrier is used, shall include the date upon which transit to Lessee begins and the date upon which transit from Lessee ends at Lessor's unloading point.
- 2) **RENTAL CHARGES.** Lessee shall pay rental for the entire Rental Period on each article of equipment named in the List of Equipment, at the rate therein stipulated and in accordance with the following:
  - a) Monthly Rental Rates shall not be subject to any deductions on account of any non-working time in the month. The amount of rent payable for any fraction of a month at the beginning or end of the Rental Period shall be the monthly rental rate, prorated according to the number of calendar days in such fraction.
  - b) Daily Rental Rates shall not be subject to deductions for any non-working time in the day and shall be paid for each calendar day in the month except Sundays and legal holidays upon which the equipment is not operated. Daily and monthly rental rates stipulated in the List of Equipment contemplate an operating day of a regular single shift of eight (8) hours, and for each hour over such eight (8) hours that the equipment is operated these rates shall be increased six (6) percent of the daily rate throughout such period as the equipment is so operated.
- 3) **PAYMENT.** The rent for any and every item of equipment described in the List of Equipment shall be the amount therein designated and is payable in advance on the first day of each month. Lessee shall pay Lessor interest at twelve percent (12%) or the highest lawful rate, whichever is greater on any delinquent payment from the date when such payment was due until paid and on any other sum for breach of this Agreement, from the date of the breach, and expenses of collection or suit, including actual attorneys' fees.
- 4) **SECURITY DEPOSIT.** Any security deposit paid by Lessee to Lessor is paid to guarantee Lessee's full and faithful performance of all terms, conditions and provisions of this Agreement. If Lessee shall so perform, an equal sum shall be repaid without interest to Lessee at the termination of this Agreement.
- 5) **FEES, ASSESSMENTS, AND TAXES PAID BY LESSEE.** Lessee shall pay all license fees, assessments, and sales, use, property and excise, and other taxes or hereafter imposed, and relating to Lessee's use or possession of the equipment.
- 6) **RECALL NOTICE.** Lessor may recall any or all equipment upon ten (10) days written notice to Lessee and the Lessee may return any or all equipment upon a like notice to the Lessor.
- 7) **MAINTENANCE AND OPERATION.** Lessee shall not remove, alter, disfigure or cover up any numbering, lettering, or insignia displayed upon the equipment, and shall see that the equipment is not subjected to careless, unusually or needlessly rough usage; and Lessee shall at his own expense maintain the equipment and its appurtenances in good repair and



operative condition, and return it in such condition to Lessor, ordinary wear and tear resulting from proper use thereof alone expected.

- 8) **REPAIRS.** The expense of all repairs made during the Rental Period, including labor, material, parts, and other items shall be paid by Lessee.
- 9) **OPERATORS.** Unless otherwise mutually agreed in writing, Lessee shall supply and pay all operators for the equipment during the Rental Period. All operators shall be competent. Should Lessor furnish any operators or other workmen for the equipment, they shall be employees of Lessee during the Rental Period, and Lessee shall pay them salary or wages and all other applicable costs. Lessee shall provide and pay for all workmen's compensation insurance and pay all payroll taxes required by law and applying to such operators and workman.
- 10) **DISCLAIMER OF WARRANTIES.** LESSOR, BEING NEITHER THE MANUFACTURER, NOR A SUPPLIER, NOR A DEALER IN THE EQUIPMENT, MAKES NO WARRANTIES, EXPRESS OR IMPLIED, AS TO ANY MATTER WHATSOEVER, INCLUDING, WITHOUT LIMITATION, THE CONDITION OF THE EQUIPMENT, ITS MERCHANTABILITY, ITS DESIGN, ITS CAPACITY, ITS PERFORMANCE, ITS MATERIAL, ITS WORKMANSHIP, ITS FITNESS FOR ANY PARTICULAR PURPOSE, OR THAT IT WILL MEET THE REQUIREMENTS OF ANY LAWS, RULES, SPECIFICATIONS, OR CONTRACTS WHICH PROVIDE FOR SPECIFIC APPARATUS OR SPECIAL METHODS. LESSOR FURTHER DISCLAIMS ANY LIABILITY WHATSOEVER FOR LOSS, DAMAGE, OR INJURY TO LESSEE OR THIRD PARTIES AS A RESULT OF ANY DEFECTS, LATENT OR OTHERWISE, IN THE EQUIPMENT. AS TO LESSOR, LESSEE LEASES THE EQUIPMENT "AS IS". LESSOR SHALL NOT BE LIABLE IN ANY EVENT TO LESSEE FOR ANY LOSS, DELAY, OR DAMAGE OF ANY KIND OR CHARACTER RESULTING FROM DEFECTS IN, OR INEFFICIENCY OF, EQUIPMENT HEREBY LEASED OR ACCIDENTAL BREAKAGE THEREOF.
- 11) **INDEMNITY.** Lessee shall indemnify Lessor against, and hold Lessor harmless from, any and all claims, actions, suits, proceedings, costs, expenses, damages, and liabilities, including attorneys' 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 the equipment.  
  
Lessee shall further indemnify Lessor and hold Lessor harmless from all loss and damage to the equipment during the rental period. Lessee recognizes and agrees that included in this indemnity clause, but not by way of limitation, is Lessee's assumption 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 the Rental Period.
- 12) **RISK OF LOSS.** Lessor shall not be responsible for loss or damage to property, material, or equipment belonging to Lessee, its agents, employees, suppliers, or anyone directly or indirectly employed by Lessee while said material, property, or equipment is in Lessor's care, custody, control or under Lessor's physical control. Lessee is encouraged to obtain appropriate equipment, material, or installation floater insurance against such risk of loss. Lessee and its insurers waive all rights of subrogation against Lessor for such losses.
- 13) **INSPECTION: CONCLUSIVE PRESUMPTIONS.** Lessee shall inspect the equipment prior to taking receipt thereof unless otherwise provided under Special Provisions or unless Lessee gives written notice to Lessor, specifying any defect in or other proper objection to the equipment. Upon return of the equipment Lessee and Lessor shall inspect the equipment to determine if the equipment is in the same condition as when leased, normal wear and tear excepted. Lessee agrees that it shall be conclusively presumed, as between Lessor and



Lessee, that Lessee has fully inspected and acknowledged that the equipment is in full compliance with the terms of this agreement, in good condition and repair, and that Lessee is satisfied with and has accepted the equipment and returned the equipment in such good condition and repair. Lessor shall have the right at any time to enter the premises occupied by the equipment and shall be given free access thereto and afforded necessary facilities for the purpose of inspection.

- 14) **INSURANCE.** Lessee shall keep the equipment insured against all risks of loss or damage from every cause whatsoever for not less than the full replacement value thereof; and shall carry public liability and property damage insurance covering the equipment and its operation and handling for the amount of at least One Million Five Hundred Thousand Dollars (\$1,500,000.00) or other reasonable amount specified by Lessor. Lessee shall pay the premiums and any deductible portions therefore and deliver said policies, or duplicates thereof, to Lessor.
- 15) **OWNERSHIP.** Lessor shall at all times retain ownership and title of the equipment. Lessee shall give Lessor immediate notice in the event that any of said equipment is levied upon or is about to become liable or is threatened with seizure, and Lessee shall indemnify Lessor against all loss and damages caused by such action.
- 16) **DEFAULT; REMEDIES.** If (a) Lessee shall default in the payment of any rent or in making any other payment hereunder when due, or (b) Lessee shall default in the payment when due of any indebtedness of Lessee to Lessor arising independently of this lease, or (c) Lessee shall default in the performance of any other covenant herein and such default shall continue for five days after written notice hereof to Lessee by Lessor, or (d) Lessee becomes insolvent or makes an assignment for the benefit of creditors, or (e) Lessee applies for or consents to the appointment of a receiver, trustee, or liquidator of Lessee or of all or a substantial part of the assets of Lessee under the Bankruptcy Act, or any amendment thereto (including, without limitation, a petition for reorganization, arrangement, or extension) or under any other insolvency law or law providing for the relief of debtors, then, if and to the extent permitted by applicable law. Lessor shall have the right to under any other insolvency law or law providing for the relief of debtors, then, if and to the extent permitted by applicable law. Lessor shall have the right to exercise any one or more of the following remedies:
  - (a) To declare the entire amount of rent hereunder immediately due and payable as to any or all items of the equipment, without notice or demand to Lessee.
  - (b) To sue for and recover all rents, and other payments, then accrued or thereafter accruing, with respect to any or all items of the equipment.
  - (c) To take possession of any or all items of the equipment without demand, notice, or legal process, wherever they may be located. Lessee hereby waives any and all damages occasioned by such taking of possession. Any said taking of possession shall not constitute a termination of this lease as to any or all items of equipment unless Lessor expressly so notifies Lessee in writing. **LESSEE AUTHORIZES LESSOR, ITS EMPLOYEES, AGENTS, AND APPOINTEES TO ENTER UPON LESSEE'S PROPERTY OR PROPERTY UNDER LESSEE'S CONTROL TO TAKE POSSESSION AND TO REMOVE THE EQUIPMENT LISTED HEREIN UPON ANY RECALL, DEFAULT, OR TERMINATION OF THE LEASE.**
  - (d) To terminate this lease as to any or all items of equipment.
  - (e) To pursue any other remedy at law or in equity.

Notwithstanding any said repossession or any other action which Lessor may take, Lessee shall be and remain liable for the full performance of all obligations on the part of Lessee to be performed under this Lease. All such remedies are cumulative and may be exercised concurrently or separately.



- 17) **NO SUBLETTING ASSIGNMENT.** No equipment shall be sublet by Lessee, nor shall he assign or transfer any interest in this Agreement without written consent of Lessor. Lessor may assign this Agreement without notice. Subject to the foregoing, this Agreement inures to the benefit of, and is binding upon, the heirs, successors, and assigns of the parties hereto.
- 18) **REMEDIES CUMULATIVE: NO WAIVER; SEVERABILITY.** All remedies of Lessor hereunder are cumulative and may, to the extent permitted by law, be exercised concurrently or separately, and the exercise of any one remedy shall not be deemed to be an election of such remedy or to preclude the exercise of any other remedy. No failure on the part of the Lessor to exercise and no delay in exercising, any right or remedy, hereby shall not operate as a waiver thereof; nor shall any single or partial exercise by Lessor of any right or remedy hereunder preclude any other or further exercise thereof or the exercise of any other right or remedy. If any term or provision of this lease is found invalid, it shall not affect the validity and enforcement of all remaining terms and provisions of this lease.
- 19) **EXPENSES.** Lessee shall pay Lessor all costs and expenses, including attorneys' fees, incurred by Lessor in exercising any of its rights or remedies hereunder or enforcing any of the terms, conditions, or provisions hereof.
- 20) **LAW AND VENUE** Any action at law or suit in equity, or judicial proceeding for the enforcement of this Agreement or any provision thereof shall be instituted only in the courts of the State of Montana. This Agreement shall be governed by the laws of the State of Montana, both as to interpretation and performance. In the event of litigation concerning the terms of this Agreement venue shall be in the \_\_\_\_\_ Judicial District in and for the County of \_\_\_\_\_ .
- 21) **ENTIRE AGREEMENT.** This instrument constitutes the entire agreement between Lessor and Lessee; and it shall not be amended, altered or changed except by a written agreement signed by the parties hereto.

**SPECIAL CONDITIONS OF EQUIPMENT RENTAL AGREEMENT**

---

---

---

---

---

---

---



## **EXAMPLE 2: Sheridan County Conservation District John Deere 1590 DRILL RENTAL AGREEMENT**

This DRILL RENTAL AGREEMENT, Made this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_, between the SHERIDAN COUNTY CONSERVATION DISTRICT, hereinafter the Lessor, and \_\_\_\_\_ of \_\_\_\_\_, hereinafter the Lessee.

WITNESSETH: That the said lessor, for and in consideration of the rental rate of Twenty-five (\$25.00) Dollars per day and Twelve (\$12.00) Dollars per acre indicated by the acre meter on the John Deere 1590 no-till drill, with a \$250.00 minimum, to be paid at the conclusion of the agreement, does hereby agree that they shall furnish the equipment in operative condition to said lessee for a period not to exceed 90 days.

That the said lessor reserves the right to deny a future rental agreement to a previous lessee in the event the equipment returns damaged, prompt payment for the previous rental agreement is not received, or the previous rental agreement terminated by Condition 12 below.

That the said lessee, for and in consideration of the rental of the John Deere 1590 no-till drill in operative condition for a period not to exceed 90 days, DOES HEREBY AGREE TO BE SUBJECT TO THE FOLLOWING EXPRESS CONDITIONS:

1. Lessee shall promptly pay the Sheridan County Conservation District the consideration of Twenty-five (\$25.00) Dollars per day and Ten (\$12.00) Dollars per acre indicated by the acre meter on the John Deere 1590 no-till drill, no longer than one week after the conclusion of the agreement.
2. Lessee shall provide the Conservation District with the drill acre meter reading before and after use of the drill.
3. Lessee shall provide a Five hundred (\$500.00) Dollar security deposit to the Conservation District prior to taking possession of the equipment, to be returned upon the conclusion of the agreement.
4. Lessee is responsible for any damages to the drill while in possession and is liable for any repairs the Conservation District deems necessary to return the drill to operative condition incurred while in Lessee's possession.
5. Lessee agrees to assume the full risk of any injuries, death, damages or other loss, regardless of severity, which may be sustained as a result of agricultural services provided by the Conservation District.
6. Lessee shall operate the drill according to the operator's manual instruction
  - Review the **FIELD QUICK CHECK** (*This reference page is intended as a guide to pre-field attachments and settings.*)
  - Be aware that the large drill box is equipped with a half-speed attachment and will need to follow the seed index settings for pounds of seed per acre, on 7.5-inch row spacing, in the operator manual or drill box chart.
  - Before roading and/or moving drill, make sure drive wheel is disengaged.
7. Lessee agrees to grease and provide daily maintenance of the drill at his own expense and provide the necessary hydraulic adapter (if needed).



8. Lessee agrees to pick up the drill at the designated location and tow the drill with a tractor or nothing less than a heavy 1/4-ton truck and at a speed not to exceed 25 miles per hour.
9. Lessee agrees not to turn too sharply in the field with disks down to prevent damage to the disks.
10. Lessee agrees to completely clean out the seed box and fertilizer box before returning the drill.
11. Lessee agrees to notify the Conservation District of any repairs needed prior to conducting them.
12. Failure to follow any one of conditions 6-11 will result in forfeiture of the \$500 security deposit, immediate termination of the agreement, and liability for the lessee in the amount of any accrued rental rate during the course of the agreement.
13. Termination of the agreement according to condition 12 is subject to the additional condition that lessee will be liable for any damages in excess of the \$500 security deposit the Conservation District deems needed to return the drill to operative condition.

### **GENERAL CONDITIONS OF EQUIPMENT RENTAL AGREEMENT (LEASE)**

The conditions of lease here below stated constitute a contract between the parties hereinabove named which contract is hereafter referred to as "this Agreement".

- 1) **RENTAL PERIOD.** The Rental period shall cover all time consumed in transporting the equipment, including the date of legal delivery to a public carrier for transit to Lessee and upon return of the equipment, the date of legal delivery by such carrier to Lessor, or if no public carrier is used, shall include the date upon which transit to Lessee begins and the date upon which transit from Lessee ends at Lessor's unloading point.
- 2) **RENTAL CHARGES.** Lessee shall pay rental for the entire Rental Period on each article of equipment named in the List of Equipment, at the rate therein stipulated and in accordance with the following:
  - (a) Monthly Rental Rates shall not be subject to any deductions on account of any non-working time in the month. The amount of rent payable for any fraction of a month at the beginning or end of the Rental Period shall be the monthly rental rate, prorated according to the number of calendar days in such fraction.
  - (b) Daily Rental Rates shall not be subject to deductions for any non-working time in the day and shall be paid for each calendar day in the month except Sundays and legal holidays upon which the equipment is not operated. Daily and monthly rental rates stipulated in the List of Equipment contemplate an operating day of a regular single shift of eight (8) hours, and for each hour over such eight (8) hours that the equipment is operated these rates shall be increased six (6) percent of the daily rate throughout such period as the equipment is so operated.
- 3) **PAYMENT.** The rent for any and every item of equipment described in the List of Equipment shall be the amount therein designated and is payable in advance on the first day of each month. Lessee shall pay Lessor interest at twelve percent (12%) or the highest lawful rate, whichever is greater, on any delinquent payment from the date when such payment was due



until paid and on any other sum for breach of this Agreement, from the date of the breach, and expenses of collection or suit, including actual attorneys' fees.

- 4) **SECURITY DEPOSIT.** Any security deposit paid by Lessee to Lessor is paid to guarantee Lessee's full and faithful performance of all terms, conditions and provisions of this Agreement. If Lessee shall so perform, an equal sum shall be repaid without interest to Lessee at the termination of this Agreement.
- 5) **FEES, ASSESSMENTS, AND TAXES PAID BY LESSEE.** Lessee shall pay all license fees, assessments, and sales, use, property and excise, and other taxes or hereafter imposed, and relating to Lessee's use or possession of the equipment.
- 6) **RECALL NOTICE.** Lessor may recall any or all equipment upon ten (10) days written notice to Lessee and the Lessee may return any or all equipment upon a like notice to the Lessor.
- 7) **MAINTENANCE AND OPERATION.** Lessee shall not remove, alter, disfigure or cover up any numbering, lettering, or insignia displayed upon the equipment, and shall see that the equipment is not subjected to careless, unusually or needlessly rough usage; and Lessee shall at his own expense maintain the equipment and its appurtenances in good repair and operative condition, and return it in such condition to Lessor, ordinary wear and tear resulting from proper use thereof alone expected.
- 8) **REPAIRS.** The expense of all repairs made during the Rental Period, including labor, material, parts and other items shall be paid by Lessee.
- 9) **OPERATORS.** Operators authorized to lease any and all equipment shall be at the discretion of the Sheridan County Conservation District Board. Unless otherwise mutually agreed in writing, Lessee shall supply and pay all operators on the equipment during the Rental Period. All operators shall be competent. Should Lessor furnish any operators or other workmen for the equipment, they shall be employees of Lessee during the Rental Period, and Lessee shall pay them salary or wages and all other applicable costs. Lessee shall provide and pay for all workmen's compensation insurance and pay all payroll taxes required by law and applying to such operators and workman.
- 10) **DISCLAIMER OF WARRENTIES.** lessor, being neither the manufacturer, nor a supplier, nor a dealer in the equipment, makes no warranties, express or implied, as to any matter whatsoever, including, without limitation, the condition of the equipment, its merchantability, its design, its capacity, its performance, its material, its workmanship, its fitness for any particular purpose, or that it will meet the requirements of any laws, rules, specifications, or contracts which provide for specific apparatus or special methods. lessor further disclaims any liability whatsoever for loss, damage, or injury to lessee or third parties as a result of any defects, latent or otherwise, in the equipment. as to lessor, lessee leases the equipment "as is". lessor shall not be liable in any event to lessee for any loss, delay, or damage of any kind or character resulting from defects in, or inefficiency of, equipment hereby leased or accidental breakage thereof.
- 11) **INDEMNITY.** Lessee shall indemnify Lessor against, and hold Lessor harmless from, any and all claims, actions, suits, proceedings, costs, expenses, damages, and liabilities, including attorneys' 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 the equipment. Lessee shall further



indemnify Lessor and hold Lessor harmless from all loss and damage to the equipment during the rental period. Lessee recognizes and agrees that included in this indemnity clause, but not by way of limitation, is Lessee's assumption 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 the Rental Period.

**12) RISK OF LOSS.** Lessor shall not be responsible for loss or damage to property, material, or equipment belonging to Lessee, its agents, employees, suppliers, or anyone directly or indirectly employed by Lessee while said material, property, or equipment is in Lessor's care, custody, control or under Lessor's physical control. Lessee is encouraged to obtain appropriate equipment, material, or installation floater insurance against such risk of loss. Lessee and its insurers waive all rights of subrogation against Lessor for such losses.

**13) INSPECTION: CONCLUSIVE PRESUMPTIONS.** Lessee shall inspect the equipment prior to taking receipt thereof unless otherwise provided under Special Provisions or unless Lessee gives written notice to Lessor, specifying any defect in or other proper objection to the equipment. Upon return of the equipment Lessee and Lessor shall inspect the equipment to determine if the equipment is in the same condition as when leased, normal wear and tear excepted. Lessee agrees that it shall be conclusively presumed, as between Lessor and Lessee, that Lessee has fully inspected and acknowledged that the equipment is in full compliance with the terms of this agreement, in good condition and repair, and that Lessee is satisfied with and has accepted the equipment and returned the equipment in such good condition and repair. Lessor shall have the right at any time to enter the premises occupied by the equipment and shall be given free access thereto and afforded necessary facilities for the purpose of inspection.

**14) INSURANCE.** Lessee shall keep the equipment insured against all risks of loss or damage from every cause whatsoever for not less than the full replacement value thereof; and shall carry public liability and property damage insurance covering the equipment and its operation and handling for the amount of least One Million Five Hundred Thousand Dollars (\$1,500,000.00) or other reasonable amount specified by Lessor. Lessee shall pay the premiums and any deductible portions therefor and deliver said policies, or duplicates thereof, to Lessor.

**15) OWNERSHIP.** Lessor shall, at all times, retain ownership and title of the equipment. Lessee shall give Lessor immediate notice in the event that any of said equipment is levied upon or is about to become liable or is threatened with seizure, and Lessee shall indemnify Lessor against all loss and damages caused by such action. **DEFAULT; REMEDIES.** If (a) Lessee shall default in the payment of any rent or in making any other payment hereunder when due, or (b) Lessee shall default in the payment when due of any indebtedness of Lessee to Lessor arising independently of this lease, or (c) Lessee shall default in the performance of any other covenant herein and such default shall continue for five days after written notice hereof to Lessee by Lessor, or (d) Lessee becomes insolvent or makes an assignment for the benefit of creditors, or (e) Lessee applies for or consents to the appointment of a receiver, trustee, or liquidator of Lessee or of all or a substantial part of the assets of Lessee under the Bankruptcy Act, or any amendment thereto (including, without limitation, a petition for reorganization, arrangement, or extension) or under any other insolvency law or law providing for the relief of debtors, then, if and to the extent permitted by applicable law. Lessor shall have the right to under any other insolvency law or law providing for the relief of debtors, then, if and to the



extent permitted by applicable law. Lessor shall have the right to exercise any one or more of the following remedies:

- (a) To declare the entire amount of rent hereunder immediately due and payable as to any or all items of the equipment, without notice or demand to Lessee.
- (b) To sue for and recover all rents, and other payments, then accrued or thereafter accruing, with respect to any or all items of the equipment.
- (c) To take possession of any or all items of the equipment without demand, notice, or legal process, wherever they may be located. Lessee hereby waives any and all damages occasioned by such taking of possession. Any said taking of possession shall not constitute a termination of this lease as to any or all items of equipment unless Lessor expressly so notifies Lessee in writing. Lessee authorizes Lessor, its employees, agents, and appointees to enter upon Lessee's property or property under Lessee's control to take possession and to remove the equipment listed herein upon any recall, default, or termination of the lease.
- (d) To terminate this lease as to any or all items of equipment.
- (e) To pursue any other remedy at law or in equity.

Notwithstanding any said repossession or any other action which Lessor may take, Lessee shall be and remain liable for the full performance of all obligations on the part of Lessee to be performed under this Lease.

All such remedies are cumulative and may be exercised concurrently or separately.

**16) NO SUBLETTING ASSIGNMENT.** No equipment shall be sublet by Lessee, nor shall he assign or transfer any interest in this Agreement without written consent of Lessor. Lessor may assign this Agreement without notice. Subject to the foregoing, this Agreement inures to the benefit of, and is binding upon, the heirs, successors, and assigns of the parties hereto.

**17) REMEDIES CUMULATIVE: NO WAIVER; SEVERABILITY.** All remedies of Lessor hereunder are cumulative and may, to the extent permitted by law, be exercised concurrently or separately, and the exercise of any one remedy shall not be deemed to be an election of such remedy or to preclude the exercise of any other remedy. No failure on the part of the Lessor to exercise and no delay in exercising, any right or remedy, hereby shall not operate as a waiver thereof; nor shall any single or partial exercise by Lessor of any right or remedy hereunder preclude any other or further exercise thereof or the exercise of any other right or remedy. If any term or provision of this lease is found invalid, it shall not affect the validity and enforcement of all remaining terms and provisions of this lease.

**18) EXPENSES.** Lessee shall pay Lessor all costs and expenses, including attorneys' fees, incurred by Lessor in exercising any of its rights or remedies hereunder or enforcing any of the terms, conditions, or provisions hereof.

**19) LAW AND VENUE** Any action at law or suit in equity, or judicial proceeding for the enforcement of this Agreement or any provision thereof shall be instituted only in the courts of the State of Montana. This Agreement shall be governed by the laws of the State of Montana, both as to interpretation and performance. In the event of litigation concerning the terms of this Agreement venue shall be in the Fifteenth Judicial District in and for the County of Sheridan.

**20) ENTIRE AGREEMENT.** This instrument constitutes the entire agreement between Lessor and Lessee; and it shall not be amended, altered or changed except by a written agreement signed by the parties hereto.



**ACRE METER READING (located on drill)**

START: \_\_\_\_\_ END: \_\_\_\_\_

**DAYS RENTED**

DATE PICKED UP: \_\_\_\_\_ DATE RETURNED: \_\_\_\_\_

**Definitions:**

“Operative” meaning being fully capable of performing its primary use, in this case, seeding.

Lessor and Lessee, for themselves, their successors, executors, administrators, and assigns, agree to the full performance of the covenants herein contained.

IN WITNESS WHEREOF, they have executed this Agreement the day and year first above written:

LESSOR:

Sheridan County Conservation District

By: \_\_\_\_\_  
(SCCD Signature)

LESSEE:

Print Name:

By: \_\_\_\_\_  
(Lessee Signature)



**EXAMPLE 3: 2008 John Deere BD1113 GRASS/GRAIN DRILL**

**RENTAL AGREEMENT**

This Agreement made and entered into on \_\_\_\_\_, 20\_\_\_\_ by and between the **DAWSON COUNTY CONSERVATION DISTRICT**, a governmental subdivision of State of Montana and a public body, corporate and politic, of 102 Fir Street, Glendive, Montana, 59330, herein referred to as "OWNER" and a land occupier within the Dawson County Conservation District, hereinafter referred to as "RENTER" whose name and address is as follows:

NAME: \_\_\_\_\_

ADDRESS: \_\_\_\_\_

CITY: \_\_\_\_\_ STATE: \_\_\_\_\_ ZIP: \_\_\_\_\_

PHONE NUMBER: \_\_\_\_\_

DAYS USED: \_\_\_\_\_ NO. OF ACRES: \_\_\_\_\_

EQUIPMENT DESCRIPTION: The Owner agrees to rent to the Renter, and the Renter agrees to rent from the Owner the following equipment:

John Deere BD1113 GRASS/GRAIN DRILL

RENTAL FEE: Renter agrees to pay Owner rent for the above-described equipment a rental fee of \$100.00 per day for up to 25 acres, and \$4.00 for each additional acre thereafter, for a maximum of a four-day rental period.

*TERMS*

1. For every day the Renter has possession of the equipment exceeding the stated rental period, the Renter will be charged another \$50.00 per day. If inclement weather occurs, equipment should be returned to the Owner, so as to not be charged for days in the Renter's possession. Please contact the Owner to make arrangements.
2. Equipment **MUST** be returned directly to the Owner at the **DAWSON COUNTY CONSERVATION DISTRICT** office.

TITLE: This Agreement constitutes a rental of equipment only and not a sale or the creation of a security interest therein. The Owner shall remain the sole owner of the equipment, and nothing contained herein, or the payment of rent hereunder shall enable the Renter to acquire any right, title or other interest in and to the equipment other than that as a Renter. Renter shall cause no liens to be placed against the equipment.

OWNER'S DUTIES: All routine service, materials, repairs, and preventative maintenance for the equipment shall be the Owner's responsibility. Owner shall be responsible for the expense of



any annual overhaul to the equipment and the cost of replacement equipment necessitated by ordinary wear and tear.

**RENTER'S DUTIES AND USE OF EQUIPMENT:** Renter agrees to use the equipment in a careful and prudent manner and shall comply and conform to all laws, ordinances and regulations relating to the possession, use or maintenance of equipment. Specifically, Renter agrees to abide by the following responsibilities:

- Renter shall immediately notify Owner as to any damage of the equipment during Renter's use.
- Renter shall pay for all parts and labor required to repair equipment broken or damaged during Renter's use.
- Renter shall not alter the equipment in any way unless Renter obtains prior written authority from Owner.
- Renter shall pull equipment in a safe and reasonable manner taking into account the existing road conditions and should not exceed 35 mph when transporting equipment. Renter agrees to operate the equipment at a speed no greater than 5 mph when seeding and not use equipment over extremely rocky terrain.
- Renter agrees to routinely check tires of the equipment for proper inflation and shall be solely responsible for all tire damage caused during their use of the equipment.
- Renter shall supply all necessary lubricants for the operation of equipment.
- Hitch pin **MUST** be returned with the equipment or there will be a \$15.00 charge to Renter.

**RISK OF LOSS AND DAMAGE:** Renter hereby assumes and shall bear the entire risk of loss and damage to the equipment while equipment is in the Renter's possession. Renter acknowledges that he/she knows how to operate the equipment and/or will hire a competent operator at his/her own expense. Renter further acknowledges that he/she is aware of the risks associated with its use.

**LIMITATION OF WARRANTIES:** Owner grants no warranties, express or implied to Renter, except as contained herein, and Owner shall not be liable for any loss or damage to Renter, nor to anyone else, of any kind and however caused, whether by the repair or maintenance of the equipment. Renter acknowledges that he/she has inspected the equipment, and it is in good, safe and serviceable condition and suitable for the use intended. Renter rents equipment "as is".

**RIGHT OF INSPECTION:** Owner shall have the right to enter the premises of Renter where the equipment is located for the purpose of inspecting equipment, removing the equipment or providing management assistance for the operation of the equipment.

**INDEMNIFICATION:** Renter shall indemnify Owner against, and hold Owner harmless from, any and all claims, actions, suits, proceedings, costs, expenses, damages, and liabilities, including reasonable attorney fees and costs arising out of, connected with, or resulting from the equipment subject to this Agreement, including, but not limited to, the repair, selection, delivery, use, operations, or return of such equipment.

**INSURANCE:** Renter, at all times, shall keep the equipment insured or maintain motor vehicle insurance, property owners' insurance or other liability insurance covering the equipment subject to the Agreement in an amount adequate to cover all risks and indemnification Renter has assumed pursuant to the Agreement. At the time Renter takes possession of equipment, Renter



shall show sufficient proof of insurance to Owner, and such insurance shall have minimum policy limits of \$750,000 per claim and \$1.5 million per occurrence.

RETURN OF EQUIPMENT: Renter shall return equipment, in the same condition as it was when received, to the lot adjacent to the USDA building at 102 Fir Street, Forest Park, Glendive, Montana, with Owner's acknowledgement of equipment return.

DEFAULT: In the event Renter fails to perform any of the terms, conditions, and covenants contained herein in the manner and at the time or times required hereunder, including, but not limited to, the payment in full of any rental payment, Owner shall have the right to exercise either or both of the following remedies:

- (a) To declare the balance of the rental payable hereunder to be due and payable whereupon the same shall become immediately due and payable; and
- (b) To retake and retain the equipment without demand, notice or legal process, free of all rights of Renter, in which case Renter authorizes the Owner or its agents to enter upon any premises where the equipment may be found for the purpose of repossessing the same. Renter specifically waives any right of action it may otherwise have arising out of such entry and repossession and whereupon all rights of the Renter in the equipment shall terminate immediately.

NON-ASSIGNABILITY: This Agreement is non-assignable. Renter shall not loan, lease or assign use or operation of the equipment to any other individual, unless such individual is an employee or agent of Renter operating equipment on Renter's property.

ATTORNEYS FEES: In the event that it is necessary for either party herein to hire an attorney to enforce any of the provisions of this Agreement, the prevailing party in any resulting lawsuit shall be entitled to recover reasonable attorney's fees and costs from the losing party.

DATED the day and year first above written.

---

OWNER – DCCD REPRESENTATIVE

RENTER



**EXAMPLE 4: LAKE COUNTY CONSERVATION DISTRICT NO-TILL DRILL RENTAL AGREEMENT**

- 1) A Contract MUST be signed and a \$1,000 deposit RECIEVED before transport and use of the drill.
- 2) Transport with a pickup with a towing capacity of  $\geq$  4,000 lbs.
- 3) Transport at  $\leq$  55 mph with all vehicle and towing lights in working order.
- 4) It is strongly recommended to pull drill with a 50hp or larger tractor.
- 5) MUST MAKE SURE ALL HOSES ARE SECURED BEFORE USE AND WHEN IN TRANSPORT.
- 6) ALL seed must be removed from seed boxes with a shop vac or similar implement, **\$50 fee for cleaning.**
- 7) Return drill to Lake County Weed District by 4:00 pm. \$100 late fee for all returns after 4:00 pm.

NAME: \_\_\_\_\_ Date: \_\_\_\_\_

Billing Address: \_\_\_\_\_

Physical Address: \_\_\_\_\_

Home Phone: \_\_\_\_\_ Cell Phone: \_\_\_\_\_

Email: \_\_\_\_\_

Deposit Received (\$1,000): Y / N Check # \_\_\_\_\_ Copy of Drivers License: Y N

Drill Acreage Counter @ Check-OUT	acres
Drill Acreage Counter @ Check-IN	acres
Total Acres Seeded:	acres

The No-Till Drill will be used at the following location (s): \_\_\_\_\_

Seed Mix planned for planting: \_\_\_\_\_



Billable Amount Due (Greater Amount of):

\$200 for Day 1 + \_\_\_\_\_ Additional Days @ \$100/day = \$\_\_\_\_\_

Or

\_\_\_\_\_ acres \_\_\_\_\_ X \$10.00/ac = \$\_\_\_\_\_

Late Fee(s): \$100/day: \_\_\_\_\_ Cleaning Fee (\$50): \_\_\_\_\_

**TOTAL DUE: \$\_\_\_\_\_**

### **WAIVER, RELEASE AND INDMENIFICATION**

**Read this form carefully and be aware that you will be waiving and releasing all claims for injury, damage, or unforeseen agriculture production results you may sustain from the agricultural services provided by the Lake County Conservation District (LCCD) and Lake County Weed District (LCWD) Read and initial each box.**

\_\_\_\_A security deposit of **\$1,000** will be paid when the equipment is leased. The deposit will be refunded after use and after inspection by the LCCD or LCWD reveals that the drill is clean and seed boxes are empty, no more than normal wear and the billable amount due for rental has been paid. These charges must be paid in full before the deposit is returned.

\_\_\_\_I have read and agree to operate the no -till drill according to the LCCD operator’s manual.

\_\_\_\_**I will transport the drill with a truck with a towing capacity of ≥ 4,000 lbs with operable vehicle and towing lights.**

\_\_\_\_**I will provide the necessary hydraulic adapter (if needed).**

\_\_\_\_I will be responsible for any damages to the no-till drill while in my possession. If the drill requires any repairs, I will contact the LCCD office and/or LCWD. **DO NOT ATTEMPT TO COMPLETE REPAIRS and/or SERVICE YOURSELF.** Repairs and service are to be completed by the LCCD and/or LCWD only!

\_\_\_\_Agree not to turn to sharply in the field with disks down. This will help prevent damage to the disks.

\_\_\_\_Agree to park the drill at an accessible place and use the cover so it can be moved and protected during poor weather.

\_\_\_\_Agree that the drill is not to be used in pursuit of any ‘for-profit’ enterprise(s).

\_\_\_\_Agree to not use fertilizer in any seed box.

\_\_\_\_Agree to assume the full risk of any injuries, death, damages or other loss regardless of severity which I or my employ- ees may sustain as a result of agricultural services provided by LCCD and/or LCWD.



\_\_\_\_ Waive, release, and discharge LCCD and LCWD, its agencies, supervisors, employees and volunteers from any and all liability for death, disability, personal injury, loss or damage to property, or actions of any kind, including unforeseen agricultural production results of any nature which may hereafter accrues as a result of the agricultural service provided by the LCCD and LCWD

\_\_\_\_ Indemnify, save, and hold harmless the LCCD and/or LCWD its agencies, supervisors, employees and volunteers from any and all claims of any nature, including cost, expenses, and attorney's fees which may in any manner result from or arise out of the LCCD and/or LCWD. \_

\_\_\_\_ User will carry liability insurance for un-owned property as well as Homeowners or Farm Insurance and Motor Vehicle Insurance. Such insurance shall have minimum policy limits of \$750,000 per claim and \$1.5 million per occurrence.

**\_\_\_\_ I WILL CLEAN THE DRILL, INCLUDING COMPLETELY EMPTYING THE SEED BOX USING A SHOP VAC OR SIMILAR IMPLEMENT WHEN I FINISH USING THE DRILL. I UNDERSTAND A \$50 CLEANING FEE WILL BE ASSESSED IF THE SEED BOXES ARE NOT FULLY CLEAN UPON RETURN TO LCCD OR LCWD.**

This waiver, release, and indemnification shall be construed broadly to provide a waiver, release, and indemnity to the maximum extent permissible under applicable law.

Any modification of this waiver must have written approval by the Lake County Conservation District office and/or Lake County Weed District prior to provision of agricultural services.

**I HAVE READ AND FULLY UNDERSTAND THE ABOVE AGREEMENT SPECIFYING MY WAIVER, RELEASE, AND INDEMNIFICATION OF ALL CLAIMS.**

**Name:**

**Signature:**

**Date:**



Tac # at Start \_\_\_\_\_

Tac # at Finish \_\_\_\_\_

**EXAMPLE 5: Lower Musselshell Conservation District**

**1590 NO-TILL DRILL RENTAL AGREEMENT**

I \_\_\_\_\_ agree to pay the Lower Musselshell Conservation District \$16.00 per acre with a minimum of \$200.00 for the rental use of the no-till drill. **Maximum 200 Acres per rental time**

**The No-Till Drill will be used at the following locations:** Include Township, Range, Section and NRCS determination

\_\_\_\_\_

\_\_\_\_\_ x \$16.00 or minimum \$200.00

**Total Acres**

\_\_\_\_\_

**Total Amount Due**

**WAIVER, RELEASE, AND INDEMNIFICATION**

**Read this form carefully and be aware that you will be waiving and releasing all claims for injury, damage, or unforeseen agriculture production results you may sustain from the agricultural services provided by Lower Musselshell Conservation District.**

1. \_\_\_\_\_ **A security deposit of \$500 will be paid before the equipment is leased.** The deposit will be refunded after use and after inspection by the Drill Committee/or supervisor reveals no more than normal wear and the rental fee of \$16.00/acre or a minimum of \$200 for the drill along with any cleaning charges have been assessed. These charges must be paid in full before the deposit is returned.
2. \_\_\_\_\_ Days a producer is allowed to keep the No-Till Drill are as follows:
  - 40 acres or less – 3 days
  - 41-100 acres – 5 days
  - 101-200 acres – 7 days

This allows for 1 day to pick up and 1 day to drop off. If you experience a rain delay, you must contact Wendy as soon as possible to ask for an extension. LMCD reserves the right to charge producers for additional time beyond the allowed days if it is not communicated that additional time will be needed. This charge will be \$160 per day over the allowed time.

3. \_\_\_\_\_ Agree to operate the no-till drill according to the operator’s manual instructions and review of the **FIELD QUICK CHECK** (This reference page is intended as a guide to pre-field attachments and settings) as this is required by the Lower Musselshell Conservation District. **I will do daily maintenance of the drill while it is in my possession. I will provide the necessary hydraulic adapter (if needed). I will tow the no-till drill with a tractor or**



**nothing less than a heavy ¾ ton truck and at a speed not to exceed 25 miles/hr. I will provide my own pin for transport. When towing with a pickup, I will have a flagger follow.**

4. \_\_\_\_\_ **I will be responsible for any damages to the no-till drill while in my possession.** If the drill requires any repairs, I will contact the Lower Musselshell C.D. Office and the Drill Committee supervisor in my area.
5. \_\_\_\_\_ Agree not to turn too sharply in the field with disks down. This will help prevent damage to the disks.
6. \_\_\_\_\_ Agree to park the drill at an accessible place so it can be moved during inclement weather.
7. \_\_\_\_\_ Agree to assume the full risk of any injuries, death, damages or other loss regardless of severity which I or my employees may sustain as a result of agricultural services provided by Lower Musselshell Conservation District.
8. \_\_\_\_\_ Waive, release, and discharge Lower Musselshell Conservation District, its agencies, supervisors, employees, and volunteers from any and all liability for death, disability, personal injury, loss or damage to property, or actions of any kind, including unforeseen agricultural production results of any nature which may hereafter accrue as a result of agricultural service provided by Lower Musselshell Conservation District.
9. \_\_\_\_\_ Indemnify, save, and hold harmless Lower Musselshell Conservation District, its agencies, supervisors, employees, and volunteers from any and all claims of any nature, including cost, expenses, and attorney's fees which may in any manner result from or arise out of Lower Musselshell Conservation District agricultural services.
10. \_\_\_\_\_ I agree to show proof of liability insurance for un-owned property prior to use of the No-till drill. Minimum coverage: \$750,000 per claim and \$1.5 million per occurrence.
11. \_\_\_\_\_ I agree to set a return date of the equipment with the Lower Musselshell Conservation District and honor that date. If unforeseen weather or circumstances occur such that the return date will not be met, I will notify the appropriate persons immediately or set charges will be applied to my bill.
12. \_\_\_\_\_ **I WILL COMPLETELY CLEAN OUT THE SEED BOXS AND FERTILIZER BOX WHEN I FINISH USING THE DRILL AND THE DRILL WILL BE RETURNED CLEAN (POWERWASHED) OR SET RATES WILL BE APPLIED TO MY BILL.**

This waiver, release, and indemnification shall be construed broadly to provide a waiver, release, and indemnity to the maximum extent permissible under applicable law.

Any modification of this waiver must have written approval by Lower Musselshell Conservation District prior to provision of agricultural services.

**I HAVE READ AND FULLY UNDERSTAND THE ABOVE AGREEMENT SPECIFYING MY WAIVER, RELEASE, AND INDEMNIFICATION OF ALL CLAIMS.**

Name: \_\_\_\_\_

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

Billing Address: \_\_\_\_\_ Physical Address: \_\_\_\_\_

Home Phone # \_\_\_\_\_ Cell Phone # \_\_\_\_\_



Email address: \_\_\_\_\_

Scheduled Return Date: \_\_\_\_\_ Deposit Received: Y N Check # \_\_\_\_\_

LMCD Representative: \_\_\_\_\_

Date: \_\_\_\_\_

**For insurance:**

**2019 John Deere 1590 15 foot No-till grass and grain drill**

**Serial # 1N01590XHK0780170**

**Value: \$62,500.00**



## EXAMPLE 6: 1590 No-Till Grass Drill Contract

Daniels County Conservation District- P.O. Box 605, Scobey, MT 59263- (406)487-5366 Ext: 101, danielscountycd@gmail.com

This AGREEMENT made and entered into this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_ by and between Daniels County Conservation District (LESSOR), and Producer (LESSEE). +

**LESSEE** Information: Name: \_\_\_\_\_

Mailing Address: \_\_\_\_\_

Phone Number: \_\_\_\_\_ (Home, Office, or Cell).

Please list number of acres intended to use equipment for: \_\_\_\_\_.

Please list the county the land is in that is intended to use equipment for: \_\_\_\_\_.

Please list the legal description of the land intended to use equipment for (Section, Township, Range): \_\_\_\_\_.

WITNESSETH: That in consideration of payments and rentals provided for and under the following terms, the LESSOR agrees to lease to the LESSEE, and the LESSEE agrees to lease from the LESSOR the following equipment: **1590 No-till Grass Drill**.

DEPOSIT FEE: **\$1,000.00** paid in advance, to be applied towards the rental fee.

RENTAL FEE: **\$12.00 per acre (in county rate), \$15.00 per acre (out of county rate)**. Billing will be from the Daniels County Conservation District office. The LESSOR will refund any amount received in excess of the rental fee to the LESSEE. Any amount owing beyond the deposit will be billed to the LESSEE.

CLEANING FEE: If the equipment is not clean when returned (including greasing of all zerks on equipment, wash all dirt and mud off, be sure there is no twine string or net wrap stuck on the equipment, and excess seed removed after use), a **\$100.00** cleaning fee will be assessed and added to final invoice paid by LESSEE.

RENTAL PERIOD: The rental period shall begin \_\_\_\_\_ and end \_\_\_\_\_. **Rental period shall not exceed five (5) days**. If weather should be inclement during the rental period, the LESSEE must return the equipment. LESSEE will not be charged if equipment was not used, and the equipment use must be rescheduled.

OPERATING RULES: The LESSEE will supply all supplies including competent operators, and this equipment will be used **ONLY FOR THE PURPOSE** for which it is intended. This equipment is **not to be used on steep side hills**. The LESSEE will pay all transport costs of the leased equipment. **Do not exceed 45MPH towing speed. Make sure hitch pin is secured with clip. Be sure drill is in towing mode (differs from seeding mode) and discs are lifted off the ground before transporting.**

MAINTENANCE AND OPERATIONS: LESSEE shall not alter the equipment and will employ competent operators. Maintenance costs will be borne by the LESSEE who agrees to keep the equipment in good condition and repair while in his/ her use. All rental equipment including tires shall be returned to the LESSOR and the LESSEE shall pay for parts broken on the equipment while in the LESSEE's use. Only the LESSEE shall use equipment and/or his employees for the land specified above. **THE EQUIPMENT IS NOT TO BE LOANED TO ANOTHER PARTY WHILE UNDER THIS RENTAL AGREEMENT BY THIS LESSEE UNLESS APPROVED BY LESSOR PRIOR TO EXCHANGE OR EQUIPMENT.**

DAMAGES: LESSEE shall indemnify and hold harmless LESSOR from all expenses, damages, and claims arising out of this rental for any injury or damage to persons or property arising from



the use of the equipment. Further, LESSEE shall be liable for any damages that occur to the equipment, for any reason, including, but not limited to theft, acts of God, and **operator error** during the term of this rental agreement. If LESSEE receives equipment from another producer, LESSEE is liable for any damages done by previous LESSEE unless documented properly upon arrival of equipment.

REQUIRED DOCUMENTS:

- PROOF OF A VALID DRIVER'S LICENSE.
- PROOF OF LIABILITY INSURANCE IN THE AMOUNT OF:
  - \$750,000 PER CLAIM
  - \$1.5 MILLION PER OCCURRENCE
- SIGNED CHECK FOR DEPOSIT FEE IN THE AMOUNT OF \$1,000.00.
- SIGN AND RETURN THIS CONTRACT BEFORE EQUIPMENT PICK UP.

USE OF THE EQUIPMENT: LESSEE acknowledges he/she has inspected the equipment and that it is safe, serviceable, and suitable for the use intended as a 1590 No-till Grass Drill.

DONE AND DATED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 20\_\_\_\_\_.

LESSEE (Print Name): \_\_\_\_\_

LESSEE Signature: \_\_\_\_\_ Date: \_\_\_\_\_

LESSOR Signature: \_\_\_\_\_ Date: \_\_\_\_\_



Tac number at Start \_\_\_\_\_  
Tac number at finish \_\_\_\_\_

### EXAMPLE 7: 1590 No-Till Drill Rental Agreement

I \_\_\_\_\_ agree to pay the Roosevelt County Conservation District \$10.00 per acre and/or \$250 a day minimum for use of the no-till drill.

The No-Till Drill will be used at the following location (s):

\_\_\_\_\_

\_\_\_\_\_ x \$10.00 =

Total Acres

\_\_\_\_\_ x \$250.00 Day/Minimum =

Total Days

\_\_\_\_\_ x \$100.00 Fertilizer Box Use =

#### WAIVER, RELEASE AND INDMENIFICATION

**Read this form carefully and be aware that you will be waiving and releasing all claims for injury, damage, or unforeseen agriculture production results you may sustain from the agricultural services provided by the Roosevelt County Conservation District.**

1.\_\_\_\_ A security deposit of **\$500** will be paid when the equipment is leased. The deposit will be refunded after use and after inspection by the Drill Committee/or supervisor reveals no more than normal wear and the rental fee of \$10.00 per acre and/or \$250 a day minimum for the drill along with any cleaning charges that have been assessed. These charges must be paid in full before the deposit is returned.

2.\_\_\_\_ Agree to operate the no-till drill according to the operator's manual instructions and review of the **FIELD QUICK CHECK** as this is required by the Roosevelt County Conservation District. **I will tow the no-till drill with a tractor or nothing less than a heavy ¾ ton truck and at a speed not to exceed more than 25 mile/hr. I will provide my own pin for transport.**

3.\_\_\_\_ I will be responsible for any damages to the no-till drill while in my possession. If the drill requires any repairs, I will contact the Roosevelt County Conservation District office and the Drill Committee supervisor in my area.

4.\_\_\_\_ Agree not to turn to sharply in the field with disks down. This will help prevent damage to the disks.

5.\_\_\_\_ Agree to park the drill at an accessible place so it can be moved during inclement weather.

6.\_\_\_\_ Agree to assume the full risk of any injuries, death, damages or other loss regardless of severity which I or my employees may sustain as a result of agricultural services provided by Roosevelt County Conservation District.

7.\_\_\_\_ Waive, release, and discharge Roosevelt County Conservation District, its agencies, supervisors, employees and volunteers from any and all liability for death, disability, personal injury, loss or damage to property, or actions of any kind, including unforeseen agricultural production results of any nature which may hereafter occur as a result of the agricultural service provided by Roosevelt County Conservation District.

8.\_\_\_\_ Indemnify, save, and hold harmless Roosevelt County Conservation District, its agencies, supervisors, employees and volunteers from any and all claims of any nature, including cost, expenses, and attorney's fees which may in any manner result from or arise out of Roosevelt County Conservation District agricultural services.



9. \_\_\_ User will carry liability insurance for un-owned property. Minimum coverage: \$750,000 per claim and \$1.5 million per occurrence.

This waiver, release, and indemnification shall be construed broadly to provide a waiver, release, and indemnity to the maximum extent permissible under applicable law.

Any modification of this waiver must have written approval by Roosevelt County Conservation District prior to provision of agricultural services.

**\_\_\_\_\_ I WILL COMPLETELY CLEAN OUT THE SEED BOX AND FERTILIZER BOX WHEN I FINISH USING THE DRILL or pay the cleaning fee assessed by the conservation district at a fee of \$500 plus mileage if travel is required to clean the drill.**

**I HAVE READ AND FULLY UNDERSTAND THE ABOVE AGREEMENT SPECIFYING MY WAIVER, RELEASE, AND INDEMNIFICATION OF ALL CLAIMS.**

Name: \_\_\_\_\_

Signature: \_\_\_\_\_

Date: \_\_\_\_\_

Billing Address: \_\_\_\_\_

Physical Address: \_\_\_\_\_

Home Phone: (\_\_\_\_) - \_\_\_\_ - \_\_\_\_\_

Cell Phone: (\_\_\_\_) - \_\_\_\_ - \_\_\_\_\_

Deposit Received : Y / N Check # \_\_\_\_\_

RCCD Representative: \_\_\_\_\_

(Sign and Date)



Tac number at Start \_\_\_\_\_  
Tac number at finish \_\_\_\_\_

### EXAMPLE 8: 752 John Deere No-Till Drill Agreement

I agree to pay the Petroleum County Conservation District (PCCD) \$8.00 acre for worked ground and \$10.00 per acre for unworked native ground with a minimum of \$200 for the rental use of the no-till drill. A maximum of 200 acres per rental time unless authorized by the PCCD.

\_\_\_\_\_ X \$8.00/worked acre = \_\_\_\_\_                      \_\_\_\_\_ x\$10.00/native acre = \_\_\_\_\_  
# of acres                      \$ Amount Due                      # of acres                      \$ Amount Due

**Read this carefully and be aware that you will be waiving and releasing all claims for injury, damage, or unforeseen agricultural production you may sustain from the agricultural services provided by Petroleum County Conservation District.**

\_\_\_ A security deposit of \$500 will be paid when the equipment is leased. The deposit will be refunded or applied to the total rental charge (renter's choice) after use and inspection by the PCCD if no more than normal wear and tear is evident. Proof of insurance is also due to PCCD office before use. Minimum coverage is \$750,000 per claim and \$1.5 million per occurrence.

\_\_\_ Agree to operate the no-till drill according to the operator's manual instructions and review the Field Checklist. I will grease and do all daily maintenance of the drill.

\_\_\_ I will tow the no-till drill with a tractor or nothing less than a heavy ¾ ton truck and at a speed not to exceed more than 25 mph.

\_\_\_ I will be responsible for any damages to the no-till drill while in my possession. If drill requires any repairs, I will contact the PCCD office before any labor or expenses occur.

\_\_\_ Agrees to lift openers out of the ground before making sharp turns as leaving them in the ground can damage the openers.

\_\_\_ Agree to park the drill at an accessible place so it can be moved during inclement weather.

\_\_\_ Agree to assume the full risk of an injuries, death, damages or other loss regardless of severity which I or my employees may sustain as a result of agricultural services provides by PCCD.

\_\_\_ Waive, release, and discharge PCCD its agencies, supervisors, employees, and volunteers from any and all liability for death disability, personal injury, loss or damage to property, or action of any kind including unforeseen agricultural production results of any nature which may hereafter accrue as a result of agricultural services provided by PCCD.

\_\_\_ Indemnify, save, and hold harmless PCCD, its agencies, supervisors, employees, and volunteers from claims of any nature, including cost, expenses, and attorney's fees, which may in any manner result from or arise out of PCCD's agricultural services.

\_\_\_ I agree to set a return date of the equipment and honor that date regardless of circumstances unless otherwise authorized by PCCD or a charge of \$200 per day will be added to my invoice.

\_\_\_ I will completely clean out the seed box and/or the fertilizer box when I finish using the drill or a cost of \$100.00 plus \$20/hour will be charged.

\_\_\_ If the drill is located at the PCCD office when picked up I will be responsible for all excess mileage incurred. The District will not reimburse for personal mileage.



\_\_\_Planting and seed rating are approximate and vary, I am responsible for calculating the pounds per acre.

This waiver, release, and indemnification shall be construed broadly to provide waiver, release, and indemnity to the maximum extent permissible under applicable law. Any modification of this waiver must have written approval by the Petroleum County Conservation District prior to the provision of agricultural services.

Name:

Signature:

Date:

Renter's Address:

Renter's phone:

PCCD Staff:

Signature:

Date:



### EXAMPLE 9: DCCD Mesh Layer Contract

Daniels County Conservation District - P.O. Box 605, Scobey, MT 59263- (406)487-5366 Ext: 101, danielscountycd@gmail.com

This AGREEMENT made and entered into this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_ by and between Daniels County Conservation District (LESSOR), and Producer (LESSEE).

**LESSEE** Information: Name: \_\_\_\_\_

Mailing Address: \_\_\_\_\_

Phone Number: \_\_\_\_\_ (Home, Office, or Cell).

Please list number of linear feet of mesh fabric intended to use equipment for: \_\_\_\_\_.

Please list the county the land is in that is intended to use equipment for: \_\_\_\_\_.

WITNESSETH: That in consideration of payments and rentals provided for and under the following terms, the LESSOR agrees to lease to the LESSEE, and the LESSEE agrees to lease from the LESSOR the following equipment: **DCCD Mesh Layer.**

DEPOSIT FEE: **\$500.00** paid in advance, to be applied towards the rental fee.

RENTAL FEE: **\$0.05 per linear foot.** Billing will be from the Daniels County Conservation District office. The LESSOR will refund any amount received in excess of the rental fee to the LESSEE. Any amount owing beyond the deposit will be billed to the LESSEE.

CLEANING FEE: If the equipment is not clean when returned (including greasing of all zerks on equipment, wash all dirt and mud off, be sure there is no twine string or net wrap stuck on the equipment), a **\$100.00** cleaning fee will be assessed and added to final invoice paid by LESSEE.

RENTAL PERIOD: The rental period shall begin \_\_\_\_\_ and end \_\_\_\_\_.

**Rental period shall not exceed five (5) days.** If weather should be inclement during the rental period, the LESSEE must return the equipment. LESSEE will not be charged if equipment was not used, and the equipment use must be rescheduled.

OPERATING RULES: The LESSEE will supply all supplies including competent operators, and this equipment will be used **ONLY FOR THE PURPOSE** for which it is intended. This equipment is **not to be used on steep side hills.** The LESSEE will pay all transport costs of the leased equipment. **DCCD Mesh Layer MUST be transported by a trailer provided by LESSEE.**

MAINTENANCE AND OPERATIONS: LESSEE shall not alter the equipment and will employ competent operators. Maintenance costs will be borne by the LESSEE who agrees to keep the equipment in good condition and repair while in his/her use. All rental equipment including tires shall be returned to the LESSOR and the LESSEE shall pay for parts broken on the equipment while in the LESSEE's use. Only the LESSEE shall use equipment and/or his employees for the land specified above. **THE EQUIPMENT IS NOT TO BE LOANED TO ANOTHER PARTY WHILE UNDER THIS RENTAL AGREEMENT BY THIS LESSEE UNLESS APPROVED BY LESSOR PRIOR TO EXCHANGE OR EQUIPMENT.**

DAMAGES: LESSEE shall indemnify and hold harmless LESSOR from all expenses, damages, and claims arising out of this rental for any injury or damage to persons or property arising from the use of the equipment. Further, LESSEE shall be liable for any damages that occur to the equipment, for any reason, including, but not limited to theft, acts of God, and **operator error** during the term of this rental agreement. If LESSEE receives equipment from another producer, LESSEE is liable for any damages done by previous LESSEE unless documented properly upon arrival of equipment.

REQUIRED DOCUMENTS:



- PROOF OF A VALID DRIVER'S LICENSE.
- PROOF OF LIABILITY INSURANCE IN THE AMOUNT OF:
  - \$750,000 PER CLAIM
  - \$1.5 MILLION PER OCCURRENCE
- SIGNED CHECK FOR DEPOSIT FEE IN THE AMOUNT OF \$500.00.
- SIGN AND RETURN THIS CONTRACT BEFORE EQUIPMENT PICK UP.

USE OF THE EQUIPMENT: LESSEE acknowledges he/she has inspected the equipment and that it is safe, serviceable, and suitable for the use intended as a DCCD Mesh Layer.

DONE AND DATED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 20\_\_\_\_\_.

LESSEE (Print Name): \_\_\_\_\_

LESSEE Signature: \_\_\_\_\_ Date: \_\_\_\_\_

LESSOR Signature: \_\_\_\_\_ Date: \_\_\_\_\_



### EXAMPLE 10: DCCD Tree Planter Contract

Daniels County Conservation District- P.O. Box 605, Scobey, MT 59263- (406)487-5366 Ext: 101, danielscountycd@gmail.com

This AGREEMENT made and entered into this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_ by and between Daniels County Conservation District (LESSOR), and Producer (LESSEE).

**LESSEE** Information: Name: \_\_\_\_\_

Mailing Address: \_\_\_\_\_

Phone Number: \_\_\_\_\_ (Home, Office, or Cell).

Please list number of trees intended to use equipment for: \_\_\_\_\_.

Please list the county the land is in that is intended to use equipment for: \_\_\_\_\_.

WITNESSETH: That in consideration of payments and rentals provided for and under the following terms, the LESSOR agrees to lease to the LESSEE, and the LESSEE agrees to lease from the LESSOR the following equipment: **DCCD Tree Planter**.

DEPOSIT FEE: **\$500.00** paid in advance, to be applied towards the rental fee.

RENTAL FEE: **\$0.10 per tree, \$50.00 minimum**. Billing will be from the Daniels County Conservation District office. The LESSOR will refund any amount received in excess of the rental fee to the LESSEE. Any amount owing beyond the deposit will be billed to the LESSEE.

CLEANING FEE: If the equipment is not clean when returned (including greasing of all zerks on equipment, wash all dirt and mud off, be sure there is no twine string or net wrap stuck on the equipment), a **\$100.00** cleaning fee will be assessed and added to final invoice paid by LESSEE.

RENTAL PERIOD: The rental period shall begin \_\_\_\_\_ and end \_\_\_\_\_.

**Rental period shall not exceed five (5) days**. If weather should be inclement during the rental period, the LESSEE must return the equipment. LESSEE will not be charged if equipment was not used, and the equipment use must be rescheduled.

OPERATING RULES: The LESSEE will supply all supplies including competent operators, and this equipment will be used **ONLY FOR THE PURPOSE** for which it is intended. This equipment is **not to be used on steep side hills**. The LESSEE will pay all transport costs of the leased equipment. **DCCD Tree Planter MUST be transported by a trailer provided by LESSEE**.

MAINTENANCE AND OPERATIONS: LESSEE shall not alter the equipment and will employ competent operators. Maintenance costs will be borne by the LESSEE who agrees to keep the equipment in good condition and repair while in his/her use. All rental equipment including tires shall be returned to the LESSOR and the LESSEE shall pay for parts broken on the equipment while in the LESSEE's use. Only the LESSEE shall use equipment and/or his employees for the land specified above. **THE EQUIPMENTS IS NOT TO BE LOANED TO ANOTHER PARTY WHILE UNDER THIS RENTAL AGREEMENT BY THE LESSEE UNLESS APPROVED BY LESSOR PRIOR TO EXCHANGE OR EQUIPMENT**.

DAMAGES: LESSEE shall indemnify and hold harmless LESSOR from all expenses, damages, and claims arising out of this rental for any injury or damage to persons or property arising from the use of the equipment. Further, LESSEE shall be liable for any damages that occur to the equipment, for any reason, including, but not limited to theft, acts of God, and **operator error** during the term of this rental agreement. If LESSEE receives equipment from another producer, LESSEE is liable for any damages done by previous LESSEE unless documented properly upon arrival of equipment.



REQUIRED DOCUMENTS:

- PROOF OF A VALID DRIVER'S LICENSE.
- PROOF OF LIABILITY INSURANCE IN THE AMOUNT OF:
  - \$750,000 PER CLAIM
  - \$1.5 MILLION PER OCCURRENCE
- SIGNED CHECK FOR DEPOSIT FEE IN THE AMOUNT OF \$500.00.
- SIGN AND RETURN THIS CONTRACT BEFORE EQUIPMENT PICK UP.

USE OF THE EQUIPMENT: LESSEE acknowledges he/she has inspected the equipment and that it is safe, serviceable, and suitable for the use intended as a DCCD Tree Planter.

DONE AND DATED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 20\_\_\_\_\_.

LESSEE (Print Name): \_\_\_\_\_

LESSEE Signature: \_\_\_\_\_ Date: \_\_\_\_\_

LESSOR Signature: \_\_\_\_\_ Date: \_\_\_\_\_



## EXAMPLE 11: DCCD Tree Spade Contract

Daniels County Conservation District - P.O. Box 605, Scobey, MT 59263- (406)487-5366 Ext: 101, danielscountycd@gmail.com

This AGREEMENT made and entered into this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_ by and between Daniels County Conservation District (LESSOR), and Producer (LESSEE).

**LESSEE** Information: Name: \_\_\_\_\_

Mailing Address: \_\_\_\_\_

Phone Number: \_\_\_\_\_ (Home, Office, or Cell).

Please list number of trees intended to use equipment for: \_\_\_\_\_.

Please list the county the land is in that is intended to use equipment for: \_\_\_\_\_.

WITNESSETH: That in consideration of payments and rentals provided for and under the following terms, the LESSOR agrees to lease to the LESSEE, and the LESSEE agrees to lease from the LESSOR the following equipment: **DCCD Tree Spade.**

DEPOSIT FEE: **\$500.00** paid in advance, to be applied towards the rental fee.

RENTAL FEE: **\$10.00 per tree, \$50.00 minimum.** Billing will be from the Daniels County Conservation District office. The LESSOR will refund any amount received in excess of the rental fee to the LESSEE. Any amount owing beyond the deposit will be billed to the LESSEE.

CLEANING FEE: If the equipment is not clean when returned (including greasing of all zerks on equipment, wash all dirt and mud off, be sure there is no twine string or net wrap stuck on the equipment), a **\$100.00** cleaning fee will be assessed and added to final invoice paid by LESSEE.

RENTAL PERIOD: The rental period shall begin \_\_\_\_\_ and end \_\_\_\_\_.

**Rental period shall not exceed five (5) days.** If weather should be inclement during the rental period, the LESSEE must return the equipment. LESSEE will not be charged if equipment was not used, and the equipment use must be rescheduled.

OPERATING RULES: The LESSEE will supply all supplies including competent operators, and this equipment will be used **ONLY FOR THE PURPOSE** for which it is intended. This equipment is **not to be used on steep side hills.** The LESSEE will pay all transport costs of the leased equipment. **DCCD Tree Spade MUST be transported by a trailer provided by LESSEE.**

MAINTENANCE AND OPERATIONS: LESSEE shall not alter the equipment and will employ competent operators. Maintenance costs will be borne by the LESSEE who agrees to keep the equipment in good condition and repair while in his/her use. All rental equipment including tires shall be returned to the LESSOR and the LESSEE shall pay for parts broken on the equipment while in the LESSEE's use. Only the LESSEE shall use equipment and/or his employees for the land specified above. **THE EQUIPMENT IS NOT TO BE LOANED TO ANOTHER PARTY WHILE UNDER THIS RENTAL AGREEMENT BY THIS LESSEE UNLESS APPROVED BY LESSOR PRIOR TO EXCHANGE OF EQUIPMENT.**

DAMAGES: LESSEE shall indemnify and hold harmless LESSOR from all expenses, damages, and claims arising out of this rental for any injury or damage to persons or property arising from the use of the equipment. Further, LESSEE shall be liable for any damages that occur to the equipment, for any reason, including, but not limited to theft, acts of God, and **operator error** during the term of this rental agreement. If LESSEE receives equipment from another producer, LESSEE is liable for any damages done by previous LESSEE unless documented properly upon arrival of equipment.

REQUIRED DOCUMENTS:



- o PROOF OF A VALID DRIVERS LICENSE.
- o PROOF OF LIABILITY INSURANCE IN THE AMOUNT OF:
  - o \$750,000 PER CLAIM
  - o \$1.5 MILLION PER OCCURRENCE
- o SIGNED CHECK FOR DEPOSIT FEE IN THE AMOUNT OF \$500.00.
- o SIGN AND RETURN THIS CONTRACT BEFORE EQUIPMENT PICK UP.

USE OF THE EQUIPMENT: LESSEE acknowledges he/she has inspected the equipment and that it is safe, serviceable, and suitable for the use intended as a DCCD Tree Spade.

DONE AND DATED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 20\_\_\_\_\_.

LESSEE (Print Name): \_\_\_\_\_

LESSEE Signature: \_\_\_\_\_ Date: \_\_\_\_\_

LESSOR Signature: \_\_\_\_\_ Date: \_\_\_\_\_



## EXAMPLE 12: Manure Spreader Rental Agreement

This Agreement made and entered into on, 20\_\_\_\_by and between the DAWSON COUNTY CONSERVATION DISTRICT, a governmental subdivision of the State of Montana and a public body, corporate and politic, of 102 Fir Street, Glendive, Montana, 59330, herein referred to as "OWNER" and a land occupier within the Dawson County Conservation District, hereinafter referred to as "RENTER" whose name and address is as follows:

NAME: \_\_\_\_\_

ADDRESS: \_\_\_\_\_

CITY: \_\_\_\_\_ STATE: \_\_\_\_\_ ZIP: \_\_\_\_\_

PHONE NUMBER: \_\_\_\_\_

NO. OF DAYS USED: \_\_\_\_\_ ESTIMATED NO. OF ACRES SPREAD: \_\_\_\_\_

ESTIMATED NO. OF LOADS \_\_\_\_\_

**EQUIPMENT DESCRIPTION:** The Owner agrees to rent to the Renter, and the Renter agrees to rent from the Owner the following equipment:

**H & S HPV 4155 Manure Spreader**

**RENTAL FEE:** Renter agrees to pay Owner rent for the above-described equipment a rental fee of **\$200 per day with a one-week maximum rental.**

- **A \$ 750 deposit will also be required at the time of rental.**
- **Make sure the END GATE is open before use of equipment begins!**
- **If the END GATE is damaged RENTER will be responsible for replacing the parts with ORIGINAL MANUFACTURE PARTS!**

**TITLE:** This Agreement constitutes a rental of equipment only and not a sale or the creation of a security interest therein. The Owner shall remain the sole owner of the equipment, and nothing contained herein, or the payment of rent hereunder shall enable the Renter to acquire any right, title or other interest in and to the equipment other than that as a Renter. Renter shall cause no liens to be placed against the equipment.

**OWNER'S DUTIES:** All routine service, materials, repairs, and preventative maintenance for the equipment shall be the Owner's responsibility. Owner shall be responsible for the expense of and annual overhaul to the equipment and the cost of replacement equipment necessitated by ordinary wear and tear. **RENTER'S DUTIES AND USE OF EQUIPMENT:** Renter agrees to use the equipment in a careful and prudent manner and shall comply and conform to all laws, ordinances and regulations relating to the possession, use or maintenance of equipment. Specifically, Renter agrees to abide by the following responsibilities:

- Renter shall immediately notify Owner as to any damage of the equipment during Renter's use.
- Renter shall pay for all parts and labor required to repair broken or damaged equipment during Renter's use.
- Renter shall not alter the equipment in any way unless Renter obtains prior written authority from Owner.



- Renter agrees to routinely check tires of the equipment for proper inflation and shall be solely responsible for all tire damage caused during their use of the equipment.
- Renter shall supply all necessary lubricants for the operation of equipment.

**RISK OF LOSS AND DAMAGE:** Renter hereby assumes and shall bear the entire risk of loss and damage to the equipment while equipment is in the Renter's possession. Renter acknowledges that he/she knows how to operate the equipment and/or will hire a competent operator at his/her own expense. Renter further acknowledges that he/she is aware of the risks associated with its use.

**LIMITATION OF WARRANTIES:** Owner grants no warranties, express or implied to Renter, except as contained herein, and Owner shall not be liable for any loss or damage to Renter, nor to anyone else, of any kind and however caused, whether by the repair or maintenance of the equipment. Renter acknowledges that he/she has inspected the equipment, and it is in good, safe and serviceable condition and suitable for the use intended. Renter rents equipment "as is".

**RIGHT OF INSPECTION:** Owner shall have the right to enter the premises of Renter where the equipment is located for the purpose of inspecting equipment, removing the equipment or providing management assistance for the operation of the equipment.

**INDEMNIFICATION:** Renter shall indemnify Owner against, and hold Owner harmless from, any and all claims, actions, suits, proceedings, costs, expenses, damages, and liabilities, including reasonable attorney fees and costs arising out of, connected with, or resulting from the equipment subject to this Agreement, including, but not limited to, the repair, selection, delivery, use, operations, or return of such equipment.

**INSURANCE:** Renter, at all times, shall keep the equipment insured or maintain motor vehicle insurance, property owners' insurance or other liability insurance covering the equipment subject to the Agreement in an amount adequate to cover all risks and indemnification Renter has assumed pursuant to the Agreement. At the time Renter takes possession of equipment, Renter shall show sufficient proof of insurance to Owner, and such insurance shall have minimum policy limits of \$750,000 per claim and \$1.5 million per occurrence.

**RETURN OF EQUIPMENT:** Renter shall return equipment, in the same condition as it was when received, to the lot adjacent to the USDA building at 102 Fir Street, Forest Park, Glendive, Montana, with Owner's acknowledgement of equipment return.

**DEFAULT:** In the event Renter fails to perform any of the terms, conditions, and covenants contained herein in the manner and at the time or times required hereunder, including, but not limited to, the payment in full of any rental payment, Owner shall have the right to exercise either or both of the following remedies:

- To declare the balance of the rental payable hereunder to be due and payable whereupon the same shall become immediately due and payable; and
- To retake and retain the equipment without demand, notice or legal process, free of all rights of Renter, in which case Renter authorizes the Owner or its agents to enter upon any premises where the equipment may be found for the purpose of repossessing the same. Renter specifically waives any right of action it may otherwise have arising out of such entry and repossession and whereupon all rights of the Renter in the equipment shall terminate immediately.

**NON-ASSIGNABILITY:** This Agreement is non-assignable. Renter shall not loan, lease or assign use or operation of the equipment to any other individual, unless such individual is an employee or agent of Renter operating equipment on Renter's property.



ATTORNEYS FEES: In the event that it is necessary for either party herein to hire an attorney to enforce any of the provisions of this Agreement, the prevailing party in any resulting lawsuit shall be entitled to recover reasonable attorney's fees and costs from the losing party.

DATED the day and year first above written.

\_\_\_\_\_  
OWNER – DCCD REPRESENTATIVE

\_\_\_\_\_  
RENTER



### EXAMPLE 13: DCCD ATV Dry Material Spreader Contract

Daniels County Conservation District - P.O. Box 605, Scobey, MT 59263- (406)487-5366 Ext: 101, danielscountycd@gmail.com

This AGREEMENT made and entered into this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_ by and between Daniels County Conservation District (LESSOR), and Producer (LESSEE).

LESSEE Information: Name: \_\_\_\_\_

Mailing Address: \_\_\_\_\_

Phone Number: \_\_\_\_\_ (Home, Office, or Cell).

Please list number of acres intended to use equipment for: \_\_\_\_\_.

Please list the county the land is in that is intended to use equipment for: \_\_\_\_\_.

WITNESSETH: That in consideration of payments and rentals provided for and under the following terms, the LESSOR agrees to lease to the LESSEE, and the LESSEE agrees to lease from the LESSOR the following equipment: DCCD ATV Dry Material Spreader.

DEPOSIT FEE: \$500.00 paid in advance, to be applied towards the rental fee.

RENTAL FEE: \$25.00 per day (Includes drag, plastic lid for spreader, & trailer for transport). Billing will be from the Daniels County Conservation District office. The LESSOR will refund any amount received in excess of the rental fee to the LESSEE. Any amount owing beyond the deposit will be billed to the LESSEE.

CLEANING FEE: If the equipment is not clean when returned (including greasing of all zerks on equipment, wash all dirt and mud off, be sure there is no twine string or net wrap stuck on the equipment), a \$100.00 cleaning fee will be assessed and added to final invoice paid by LESSEE.

RENTAL PERIOD: The rental period shall begin \_\_\_\_\_ and end \_\_\_\_\_. Rental period shall not exceed five (5) days. If weather should be inclement during the rental period, the LESSEE must return the equipment. LESSEE will not be charged if equipment was not used, and the equipment use must be rescheduled.

OPERATING RULES: The LESSEE will supply all supplies including competent operators, and this equipment will be used ONLY FOR THE PURPOSE for which it is intended. This equipment is not to be used on steep side hills. The LESSEE will pay all transport costs of the leased equipment. DCCD ATV Dry Material Spreader MUST be transported by a trailer provided by LESSOR. Do not exceed 60MPH speed limit while transporting equipment.

MAINTENANCE AND OPERATIONS: LESSEE shall not alter the equipment and will employ competent operators. Maintenance costs will be borne by the LESSEE who agrees to keep the equipment in good condition and repair while in his/her use. All rental equipment including tires shall be returned to the LESSOR and the LESSEE shall pay for parts broken on the equipment while in the LESSEE's use. Only the LESSEE shall use equipment and/or his employees for the land specified above. THE EQUIPMENT IS NOT TO BE LOANED TO ANOTHER PARTY WHILE UNDER THIS RENTAL AGREEMENT BY THIS LESSEE UNLESS APPROVED BY LESSOR PRIOR TO EXCHANGE OR EQUIPMENT.



DAMAGES: LESSEE shall indemnify and hold harmless LESSOR from all expenses, damages, and claims arising out of this rental for any injury or damage to persons or property arising from the use of the equipment. Further, LESSEE shall be liable for any damages that occur to the equipment, for any reason, including, but not limited to theft, acts of God, and operator error during the term of this rental agreement. If LESSEE receives equipment from another producer, LESSEE is liable for any damages done by previous LESSEE unless documented properly upon arrival of equipment.

REQUIRED DOCUMENTS:

- PROOF OF A VALID DRIVER'S LICENSE.
- PROOF OF LIABILITY INSURANCE IN THE AMOUNT OF:
  - \$750,000 PER CLAIM
  - \$1.5 MILLION PER OCCURRENCE
- SIGNED CHECK FOR DEPOSIT FEE IN THE AMOUNT OF \$500.00.
- SIGN AND RETURN THIS CONTRACT BEFORE EQUIPMENT PICK UP.

USE OF THE EQUIPMENT: LESSEE acknowledges he/she has inspected the equipment and that it is safe, serviceable, and suitable for the use intended as a DCCD ATV Dry Material Spreader.

**DONE AND DATED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 20\_\_\_\_\_.**

**LESSEE (Print Name): \_\_\_\_\_**

**LESSEE Signature: \_\_\_\_\_ Date: \_\_\_\_\_**

**LESSOR Signature: \_\_\_\_\_ Date: \_\_\_\_\_**



### EXAMPLE 14: John Deere 4030 Tractor Contract

Daniels County Conservation District - P.O. Box 605, Scobey, MT 59263- (406)487-5366 Ext: 101, danielscountycd@gmail.com

This AGREEMENT made and entered into this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_ by and between Daniels County Conservation District (LESSOR), and Producer (LESSEE).

**LESSEE** Information: Name: \_\_\_\_\_

Mailing Address: \_\_\_\_\_

Phone Number: \_\_\_\_\_ (Home, Office, or Cell).

Please list number of acres intended to use equipment for: \_\_\_\_\_.

Please list the intended use for renting JOHN DEERE 4030 TRACTOR:  
\_\_\_\_\_.

Please list the county the land is in that is intended to use equipment for: \_\_\_\_\_.

Please list the legal description of the land intended to use equipment for (Section, Township, Range): \_\_\_\_\_.

WITNESSETH: That in consideration of payments and rentals provided for and under the following terms, the LESSOR agrees to lease to the LESSEE, and the LESSEE agrees to lease from the LESSOR the following equipment: **John Deere 4030 Tractor.**

DEPOSIT FEE: **\$1,000.00** paid in advance, to be applied towards the rental fee.

RENTAL FEE: **\$15.00 per hour.** Billing will be from the Daniels County Conservation District office. The LESSOR will refund any amount received in excess of the rental fee to the LESSEE. Any amount owing beyond the deposit will be billed to the LESSEE.

CLEANING FEE: If the equipment is not clean when returned (including greasing of all zerks on equipment, wash all dirt and mud off, be sure there is no twine string or net wrap stuck on the equipment), a **\$100.00** cleaning fee will be assessed and added to final invoice paid by LESSEE.

RENTAL PERIOD: The rental period shall begin \_\_\_\_\_ and end \_\_\_\_\_. **Rental period shall not exceed five (5) days.** If weather should be inclement during the rental period, the LESSEE must return the equipment. LESSEE will not be charged if equipment was not used, and the equipment use must be rescheduled.

OPERATING RULES: The LESSEE will supply all supplies including competent operators, and this equipment will be used ONLY FOR THE PURPOSE for which it is intended. This equipment is **not to be used on steep side hills.** The LESSEE will pay all transport costs of the leased equipment. **Do not exceed 30MPH speed limit during transport of equipment.**

MAINTENANCE AND OPERATIONS: LESSEE shall not alter the equipment and will employ competent operators. Maintenance costs will be borne by the LESSEE who agrees to keep the equipment in good condition and repair while in his/her use. All rental equipment including tires shall be returned to the LESSOR and the LESSEE shall pay for parts broken on the equipment while in the LESSEE's use. Only the LESSEE shall use equipment and/or his employees for the land specified above. **THE EQUIPMENT IS NOT TO BE LOANED TO ANOTHER PARTY WHILE UNDER THIS RENTAL AGREEMENT BY THIS LESSEE UNLESS APPROVED BY LESSOR PRIOR TO EXCHANGE OR EQUIPMENT.**

DAMAGES: LESSEE shall indemnify and hold harmless LESSOR from all expenses, damages, and claims arising out of this rental for any injury or damage to persons or property arising from the use of the equipment. Further, LESSEE shall be liable for any damages that occur to the



equipment, for any reason, including, but not limited to theft, acts of God, and **operator error** during the term of this rental agreement. If LESSEE receives equipment from another producer, LESSEE is liable for any damages done by previous LESSEE unless documented properly upon arrival of equipment.

REQUIRED DOCUMENTS:

- PROOF OF A VALID DRIVER'S LICENSE.
- PROOF OF LIABILITY INSURANCE IN THE AMOUNT OF:
  - \$750,000 PER CLAIM
  - \$1.5 MILLION PER OCCURRENCE
- SIGNED CHECK FOR DEPOSIT FEE IN THE AMOUNT OF \$500.00.
- SIGN AND RETURN THIS CONTRACT BEFORE EQUIPMENT PICK UP.

USE OF THE EQUIPMENT: LESSEE acknowledges he/she has inspected the equipment and that it is safe, serviceable, and suitable for the use intended as a John Deere 4030 Tractor.

DONE AND DATED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 20\_\_\_\_\_.

LESSEE (Print Name): \_\_\_\_\_

LESSEE Signature: \_\_\_\_\_ Date: \_\_\_\_\_

LESSOR Signature: \_\_\_\_\_ Date: \_\_\_\_\_



## EXAMPLE 15: MONTANA POST POUNDER RENTAL AGREEMENT

I, \_\_\_\_\_, agree to pay the Roosevelt County Conservation District \$xx.xx per day for the use of the Montana Post Pounder.

The post pounder will be used at the following location(s):

### WAIVER, RELEASE, AND INDEMNIFICATION

**Read this form carefully and be aware that you will be waiving and releasing all claims for injury, damage, or unforeseen agricultural production results you may sustain from the use of this equipment provided by Roosevelt County Conservation District.**

1.\_\_\_\_ A security deposit of \$250 will be paid when the equipment is leased. The deposit will be refunded after use and inspection by the Roosevelt County Conservation District. The use of the pounder will be billed at \$xx.xx per day. All charges for use and any damages must be paid before deposit will be returned.

2.\_\_\_\_ Agree to operate the post pounder according to the operators' manual and the field guide provided with equipment. I also agree to perform the before use and after use equipment check list. I also agree to grease and perform any daily maintenance needed on the plow.

3.\_\_\_\_ I will be responsible for any damages to the post pounder while in my possession. If the post pounder requires any repairs, I will contact the Roosevelt County Conservation District office and the Rental Equipment committee supervisor in my area.

4.\_\_\_\_ I agree to park the post pounder at an accessible place so it can be moved in the event of inclement weather.

5.\_\_\_\_ I agree to assume the full risk of any injuries, death, damages, or other loss regardless of severity which I or my employees may sustain as a result of using the post pounder provided by the Roosevelt County Conservation District.

6.\_\_\_\_ Waive, release, and discharge the Roosevelt County Conservation District, its agencies, supervisors, employees, and volunteers from any liability for death, disability, and all liability for death, disability, personal injury, loss or damage to property, or actions of any kind, including unforeseen agricultural production results of any nature which may hereafter accrues as a result of the service provided by Roosevelt County Conservation District

7.\_\_\_\_ Indemnify, save, and hold harmless Roosevelt County Conservation District, its agencies, supervisors, employees, and volunteers from any and all claims of any nature, including cost, expenses, and attorney's fees which may end in any manner result from or arise out of Roosevelt County Conservation District agricultural services.

8.\_\_\_\_ User will carry liability insurance in the amount of \$750,000 per claim and \$1.5 million per occurrence.

This waiver, release, and indemnification shall be constructed broadly to provide a waiver, release, and indemnity to the maximum extent permissible under applicable law.

Any modification of this waiver must have written approval by Roosevelt County Conservation District prior to provision of agricultural services.



**I HAVE READ AND FULLY UNDERSTAND THE ABOVE AGREEMENT  
SPECIFYING MY WAIVER, RELEASE, AND INDEMNIFICATION OF ALL CLAIMS.**

**Name:** \_\_\_\_\_

**Signature:** \_\_\_\_\_

**Date:** \_\_\_\_\_

**Billing Address:** \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_

**Physical Address:** \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_

**Home Phone (\_\_\_\_) \_\_\_\_\_ Cell Phone (\_\_\_\_) \_\_\_\_\_**

**Deposit Received: Y/N Check# \_\_\_\_\_**

**RCCD Representative:** \_\_\_\_\_



## EXAMPLE 16: SHALLOW BURY STOCKWATER PLOW RENTAL AGREEMENT

I, \_\_\_\_\_, agree to pay the Roosevelt County Conservation District \$0.25 per foot and/or a day minimum of \$250.00 for the use of the Irrigation Pipeline Plow.

The plow will be used at the following location(s):

### WAIVER, RELEASE, AND INDEMNIFICATION

**Read this form carefully and be aware that you will be waiving and releasing all claims for injury, damage, or unforeseen agricultural production results you may sustain from the use of this equipment provided by Roosevelt County Conservation District.**

1.\_\_\_\_ A security deposit of \$500 will be paid when the equipment is leased. The deposit will be refunded after use and inspection by the Roosevelt County Conservation District. The use of the plow will be billed at \$0.25 per foot and/or a day rate of \$250.00. All charges for use and any damages must be paid before deposit will be returned.

2.\_\_\_\_ Agree to operate the shallow bury stockwater plow according to the operators' manual and the field guide provided with equipment. I also agree to perform the before use and after use equipment check list. I also agree to grease and perform any daily maintenance needed on the plow.

3.\_\_\_\_ I will be responsible for any damages to the shallow bury stockwater plow while in my possession. If the plow requires any repairs, I will contact the Roosevelt County Conservation District office and the plow committee supervisor in my area.

4.\_\_\_\_ I agree to park the plow at an accessible place so it can be moved in the event of inclement weather.

5.\_\_\_\_ I agree to assume the full risk of any injuries, death, damages, or other loss regardless of severity which I or my employees may sustain as a result of using the irrigation plow provided by the Roosevelt County Conservation District.

6.\_\_\_\_ Waive, release, and discharge the Roosevelt County Conservation District, its agencies, supervisors, employees, and volunteers from any liability for death, disability, and all liability for death, disability, personal injury, loss or damage to property, or actions of any kind, including unforeseen agricultural production results of any nature which may hereafter accrues as a result of the service provided by Roosevelt County Conservation District

7.\_\_\_\_ Indemnify, save, and hold harmless Roosevelt County Conservation District, its agencies, supervisors, employees, and volunteers from any and all claims of any nature, including cost, expenses, and attorney's fees which may end in any manner result from or arise out of Roosevelt County Conservation District agricultural services.

8.\_\_\_\_ User will carry liability insurance in the amount of \$750,000 per claim and \$1.5 million per occurrence.

This waiver, release, and indemnification shall be constructed broadly to provide a waiver, release, and indemnity to the maximum extent permissible under applicable law.

Any modification of this waiver must have written approval by Roosevelt County Conservation District prior to provision of agricultural services.



**I HAVE READ AND FULLY UNDERSTAND THE ABOVE AGREEMENT  
SPECIFYING MY WAIVER, RELEASE, AND INDEMNIFICATION OF ALL CLAIMS.**

**Name:** \_\_\_\_\_

**Signature:** \_\_\_\_\_

**Date:** \_\_\_\_\_

**Billing Address:** \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_

**Physical Address:** \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_

**Home Phone (\_\_\_\_) \_\_\_\_\_ Cell Phone (\_\_\_\_) \_\_\_\_\_**

**Deposit Received: Y/N Check# \_\_\_\_\_**

**RCCD Representative:** \_\_\_\_\_



## EXAMPLE 17: No-till Grass and Grain Drill Check Sheet

Lower Musselshell Conservation District  
 747 Main Street, P.O. Box 160  
 Roundup, MT 59072  
 406-323-2103 ext.101

Producer's Name: \_\_\_\_\_

Dates of Use: \_\_\_\_\_

Drill Used: **1590 15' John Deer No-Till Drill** OR **Great Plains 6' No-Till Drill**

Location, field # \_\_\_\_\_

Acre meter reading at start (DO NOT RESET): \_\_\_\_\_

Acre meter reading when finished (DO NOT RESET): \_\_\_\_\_

Please describe anything that needs to be fixed or improved at start:

\_\_\_\_\_  
 Please describe anything that needs to be fixed or improved when finished:

\_\_\_\_\_

<u>Producer, at start</u>		<u>Circle yes or no and comment if needed</u>	<u>LMCD Rep, when done</u>	
Yes	No		Yes	No
		Seed & fertilizer Boxes clean_____		
		Discs dropped and seed tubes clean_____	Yes	No
		Packer wheels missing _____	Yes	No
		Loose disks _____	Yes	No
		Broken or missing chains _____	Yes	No
		Checked for grease & service_____	Yes	No
		Hydraulics leaked _____	Yes	No
		Flat tires _____	Yes	No
		Jackstand in place _____	Yes	No
		Lug nuts tightened _____	Yes	No
		Owner/s Manual and Field Quick Check sheet are there	Yes	No

Recommend Deposit be returned. \_\_\_\_\_ Yes No

Upon receipt:

LMCD Rep: \_\_\_\_\_ Producer \_\_\_\_\_ Date: \_\_\_\_\_

Upon Completion:

LMCD Rep: \_\_\_\_\_ Producer \_\_\_\_\_ Date: \_\_\_\_\_



**EXAMPLE 18: John Deere 1590 No-Till Drill Check-In List**

Producer Name: \_\_\_\_\_

Check-Out Date: \_\_\_\_\_

Check-In Date: \_\_\_\_\_

Check-In Location: \_\_\_\_\_

Acre meter reading at beginning: \_\_\_\_\_

Acre meter reading when finished: \_\_\_\_\_

Check Items	Acceptable	Deficient	Comment
Hitch/Jack <ul style="list-style-type: none"> <li>• Stand undamaged/intact</li> <li>• Jack</li> <li>• Hitch</li> <li>• Trailer Adapter is present</li> </ul>			
Drill body <ul style="list-style-type: none"> <li>• No physical damage</li> <li>• Clean of mud/debris</li> </ul>			
Tire Condition <ul style="list-style-type: none"> <li>• Cuts/Gouges</li> <li>• Pressure</li> <li>• Tread</li> <li>• Lug-nuts</li> </ul>			
Disks/Opener's (#) <ul style="list-style-type: none"> <li>• Undamaged/Intact</li> <li>• Clean</li> </ul>			
Packer Wheel's (#) <ul style="list-style-type: none"> <li>• Undamaged/Intact</li> <li>• Clean</li> </ul>			
Drive Chains <ul style="list-style-type: none"> <li>• Undamaged/Intact</li> <li>• Clean</li> </ul>			
Drill has been greased according to ZERK Chart in User Manual. <ul style="list-style-type: none"> <li>• User Manual has been returned.</li> <li>• GreaseGun returned</li> </ul>			
Hydraulic Lines (Check for leaks/abnormal wear) <ul style="list-style-type: none"> <li>• Couplers</li> <li>• Hoses</li> </ul>			
Seed boxes and Fertilizer Box <ul style="list-style-type: none"> <li>• Clean/Free of Debris</li> <li>• Undamaged/Intact</li> <li>• No damage to lids</li> <li>• Seed cups are clean</li> </ul>			



Do you recommend return of Security Deposit? <i>If not, list specific reasons.</i>			
Other Comments/Notes.			

**Signatures**

RCCD Representative: \_\_\_\_\_ Date: \_\_\_\_\_

Producer/Representative: \_\_\_\_\_ Date: \_\_\_\_\_



## EXAMPLE 19: No-till Grass and Grain Drill Check-In Sheet

**Circle yes or no and comment if needed:**

- YES NO Returned by 4:00 pm on Due Date
- YES NO Seed boxes are fully clean, no seed remains
- YES NO Calibration/Parts Box Returned
- YES NO Hitches Returned
- YES NO Drill is reasonably clean and no dents or damages
- YES NO Packer wheels present and in good, working condition
- YES NO Disks are present and in good, working condition
- YES NO Hoses and Chains are present and in good, working condition
- YES NO Hydraulics and connectors are present and in good working condition
- YES NO Tires are not flat
- YES NO Jackstand in place
- YES NO Calibration crank is in place
- YES NO Recommend Deposit Returned:

Notes:

Total Amount Due: \$

Paid: YES NO Check #:

**Sign upon satisfactory return and payment:**

LCCD/LCWD Representative:

Lessee:

Date:



## EXAMPLE 20: RCCD NO-TILL DRILL LEASE PROGRAM INFORMATION

1. A **contract needs to be signed**, and **\$500 deposit left in office** before moving and using the drill. Proof of equipment rental insurance must be on file in office prior to use of the No-till drill.
2. Use will be allowed in fields with an NRCS determination. Fields without an NRCS determination will be approved on a case-by-case basis after physical inspection.
3. **Transport with a heavy-duty ¾ ton pick-up** or larger, avoid sharp corners with bumper mounted hitch. A flagger either before, after or both will be utilized.
4. **Transport at 25 mph** with "oversized load" signs on drill and on flagman vehicle.
5. **ALWAYS turn the knob on the right rear drive wheel to the unlocked position** when moving drill on road or short distances.
6. With the drill should be an operator's manual and seed opener depth adjusting tool (refer to photo in the operators' manual for use). If not there, check with the previous user.
7. It is strongly recommended to **pull drill** with a **100 hp or larger tractor**.
8. **Drill is equipped with Pioneer male hydraulic hose ends**; the producer is responsible to furnish any adapters if needed.
9. Other than John Deere tractors "CLOSE" the valve with the tag on it. When using newer John Deere tractors turn "OPEN" both valves.
10. Apply active hydraulic downforce, pull ahead 20 feet, stop and put tractor in park. With hydraulic downforce still engaged get out and check several gauge wheels to ensure firm contact with the ground, you shouldn't be able to rotate gauge wheels by hand. Increase down pressure on control valve on drill to get desired contact. In moist conditions excessive downforce can cause compaction that will hinder root growth so don't apply more pressure than is required to firmly contact gauge wheels with soil surface.
11. Turn wheel drive control knob on right rear wheel **to engaged position when you are ready to seed**.
12. Use the special tool to change the depth control on the openers, be sure to adjust openers on both front and rear gangs uniformly.
13. Each depth-change notch equals about 7/16", **use 1<sup>st</sup> or 2<sup>nd</sup> holes for grass or alfalfa seeding**, or about 5/8 or ¾" deep.
14. **Recheck seed placement depth** when **changing fields or different soils**.
15. The middle or **smaller box** is used for **smallest seeds**. The **front box** is used for **grain and grass seed**. The **rear box** is used for **fertilizer**.
16. **\*\*\*USE THE SEED CHART ON OUTSIDE OF OPERATORS MANUAL for MAIN**
  - i. SEED BOX. Drill is NOT equipped with a ½ speed. This chart is different than what is indicated in the seed box and/or equipment manual.
17. Use the **standard setting** for the **small box** and **fertilizer boxes**.
18. It is best to check **seed cups** and **hoses** for **obstructions before setting seeding rate and filling with seed**.
19. Some **zerks need greased every 5 hours and, some, every 10 hours**. **Use NON-CLAY grease only**. Grease the openers and drive chains every 50 hours.



20. If you get stuck **do not raise openers** as this could cause support wheels to sink in deeper, also **don't back up**, as this will plug the openers.
21. **NO 90-degree turns** or **sharp turns with openers in ground**, it works best to seed back and forth lifting openers at end of each pass.
22. **CLEAN LEFTOVER SEED AND DIRT FROM BOXES WHEN DONE** –Seed and dirt tend to transfer between boxes regardless of which box was used. Clean all boxes. There will be a fee of \$50/hour for CD staff to clean the drill, and travel will also be charged.
23. **YOU MUST CONTACT A SUPERVISOR OR ADMINISTRATOR WHEN YOU ARE FINISHED WITH THE DRILL.**

Please sign below to acknowledge that you have read and understand the program information.

Name: \_\_\_\_\_ Date: \_\_\_\_\_

RCCD Representative: \_\_\_\_\_



Leave this information with drill user.

### *Drill Calibration Instructions*

Bulk seed X lbs/acre x 16oz/lb=\_\_\_\_\_Total oz

Total oz/ (divided by) total openings on drill = ounces per opening  
43,560 sq ft per acre (divided by) width of drill= distance to travel

### Example

User wants to seed 8lbs/acre using a 15' drill with 7" spacing  
 $8\text{lbs/ace} \times 16\text{ oz/lb} = 128\text{ total oz}$

$128\text{ total oz} / 24\text{ openings} = 5.3\text{ oz/opening}$

$43560\text{ sq ft per acre} / 15'\text{ drill} = 2904'$

User would need to get 5.3 ounces in a distance of 2904'. User could divide each number by 4 or 5 so they don't have to drive so far. Just make sure to divide both numbers by the same number.

User Initials: \_\_\_\_\_

RCCD Representative Initials:\_\_\_\_\_

### **Drill Cleaning**

User must clean the drill out thoroughly. This means vacuuming out the bins and then driving forward to loosen the seed/fertilizer up and vacuuming it out again. The bottom of the fertilizer box is able to unlatch to release any excess fertilizer left in there. Also, make sure the seed is out of the tubes as well. All boxes need to be cleaned, even if all the boxes were not used. The drill **MUST** be power washed before returning it.

**If the drill comes back with seed/fertilizer in the bins or if it is not power washed, you will be charged a minimum of \$50.00 plus an hourly rate to have it be cleaned. Your deposit will not be returned until the additional fees are paid. If not paid within 10 business days, the additional fees will be taken out of the deposit before it is returned.**

User Initials:\_\_\_

RCCD Representative Initials:\_\_\_\_\_



**No Till Drill with Fert Box Annual Maintenance Plan**

<b>MARCH</b>	Perform full inspection and check grease -Note and schedule any repairs needed for Spring Planting
<b>JUNE</b>	Perform full inspection and check grease
<b>AUGUST</b>	Perform full inspection and check grease - Note and schedule any repairs needed for Fall Planting
<b>OCTOBER</b>	Perform full inspection and check grease in preparation of Fall Planting
<b>NOVEMBER</b>	Perform full inspection and check grease -Winterize Drill and prepare for Winter storage
<b>ADDITIONAL ITEMS</b>	Discs, wheels, and seed tabs replaced at 2,000 acres

**EXAMPLE 21:**  
**For Rent**

<p><b>2011 H &amp; S PUSHOFF MANURE SPREADER</b></p> <p>RENTAL RATE: <b>\$300/DAY</b></p> <p>A \$2500 DEPOSIT is required at the time of rental. Renter is responsible for cleaning and repair before returning to DCCD.</p>	<p><b>2008 JOHN DEERE GRASS DRILL</b></p> <p>RENTAL RATE: <b>\$100 MIN</b></p> <p>A \$1000 deposit is required at time of rental. A minimum of \$100 (25 acres) is charged. Anything over that is \$4.00/acre. One week maximum use. Renter is responsible for leaning and repairing before returning to DCD.</p>	<p><b>2019 JOHN DEERE GRAIN DRILL</b></p> <p>RENTAL RATE: <b>\$100 MIN</b></p> <p>A \$1000 deposit is required at the time of rental.</p> <p>A minimum of \$100.00 (25 acres) is charged. Anything over that is \$5.00/acre. One week maximum use.</p> <p>Renter is responsible for cleaning and repair before returning to DCCD.</p>
<p><b>MISKIN LAND SCRAPER</b></p> <p>RENTAL RATE: <b>\$75/DAY</b></p> <p>A \$1000 deposit is required at the time of rental. There is a two-week maximum use for the Scraper. The blade was replaced in 2015. Renter is responsible for cleaning and repair before returning to DCCD.</p>	<p><b>2020 H&amp;S MANURE SPREADER</b></p> <p>RENTAL RATE: <b>\$400/DAY</b></p> <p>A \$2500 DEPOSIT is required at the time of rental. Renter is responsible for cleaning &amp; repair before returning to DCCD.</p>	<p><b>TREE PLANTER</b></p> <p>RENTAL RATE: <b>\$50 MIN</b></p> <p>A minimum of \$50.00 is charged for up to 300 trees. 15 cents per tree planted is charged thereafter. Must supply tractor and two individuals to assist. Renter is responsible for cleaning and repair before returning to DCCD.</p>

Consider equipment management tools like this check-out board as well as online calendars. See previous page for a concise display advertising different equipment with prices and details.

DEPOSIT DUE AT TIME OF RENT

Equipment	In	Out	Producer	Repairs
HP425 Pushoff Manure (100 horse) Spreader 2500 deposit 2011 (old spreader)				
HPV4155 2500 Deposit Manure Spreader 2020 (New spreader)				At Mndt for bearing replacement 5/13/24
John Deere BD1113 2008 Grass / Grain Drill (old drill) 1000 deposit				<i>Old Bill</i>
John Deere BD1113 2019 Grass / Grain drill (New Drill) 1000 deposit		5/16/24	Amaya 544 Land Livestock Hd. Manual & P...	<i>New 2024 Bill</i>
Tree Planter				
Scraper				