

## 12' No-Till Drill Rental Agreement

The Three Rivers Soil & Water Conservation District, hereinafter called the Lessor, agrees to rent the **12'** Great Plains No-Till Drill, hereinafter referred to as the equipment, to the undersigned Lessee, at the rate of \$7.00 per acre. A minimum charge of \$70.00 will apply to all use under 10 acres. The lessee agrees to make an advanced deposit of \$70.00 prior to the use of the equipment.

The Lessee agrees that the equipment shall be used solely by the Lessee or his employees and for the purposes for which it was intended, that said equipment will be operated only by the competent employees or the Lessee and shall not be used beyond its normal capacity. The Lessee shall have no rights to sub-lease the said equipment.

The Lessee will read and/or follow the prescribed operational and maintenance procedures for all equipment. The Lessee agrees to return all equipment in the same operating condition, order, repair and appearance as when received (ordinary wear and tear expected). The Lessee is responsible for any damages to the unit. The determination of damage beyond normal wear and tear shall be made by the District Representative. The Lessee has rented the equipment effective \_\_\_\_\_ and agrees to return the equipment by \_\_\_\_\_. If circumstances such as weather or equipment breakdowns delays the equipment return, the lessee will notify the lessor to have the date of return extended. If the lessor is not contacted with a reason for the delay, a charge of \$75 per day will be incurred for each day of delay.

The lessee shall, whenever requested, advise the Lessor of the exact location of the equipment. The Lessor or its representatives may, for the purpose of inspection, at all reasonable times, enter upon any job, building, or property/place where the equipment is located and may remove the same without notice to the Lessee, if the equipment is, in the opinion of the Lessor, being used beyond its capacity or is in any manner improperly cared for or abused.

The Lessee is responsible for all final settings of the equipment and may not receive damages or allowances for inaccurate setting thereof. The Lessee further understands that the Lessor assumes no liability whatsoever for the success or failure of the crop as a result of the use of the equipment. The Lessee agrees to notify the Lessor immediately upon recognizing that the equipment is not functioning properly and upon completion of use of the equipment. Upon notification to the Lessor, the Lessor will determine the need for repair and make arrangements accordingly. The Lessee is not to initiate maintenance or make unauthorized repairs except for normal cleaning and lubrication.

The Lessor agrees to provide the equipment to the Lessee in good working order. Lessor agrees to make initial setting of rate and depth if requested by Lessee. Special notes: (1) The equipment must be lifted on all turns to avoid damage to coulters; (2) Road speed should not exceed 30 m.p.h. for drill transportation; (3) Lessee shall furnish a tractor of at least 85 horsepower for the use of the said equipment; (4) Lessee agrees to clean all seed boxes and lubricate the equipment after use – A \$50.00 fee will be assessed for failure to do so; (5) the Lessee must provide safe hitch pin suitable for the towing vehicle.

If the Lessee fails to make rental payments when due, the Lessee agrees to pay all costs of collection, including court costs and reasonable attorney's fees. All accounts must be paid during the month following use of the equipment. A finance charge will be added to accounts over 30 days of age at the rate of 18% per annum (1.5% per month). A minimum finance charge of \$2.00 will be charged to past due accounts.

I indemnify and hold harmless the Three Rivers Soil and Water Conservation District, its Board, Employees, acting officially or otherwise, from any demand, claim, or suit made or instituted by any third party for injury to body or property in conjunction with my use of this equipment.

I have read this information and understand all its terms and execute it freely and voluntarily and with full knowledge that it is a waiver of all present and future claims.

Lessee Signature	Date	Lessor Agent
Address _____		Phone# _____
_____		

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Acreage Meter: Start _____	Finish _____	Total Acres _____
Total Charges _____	Deposit Amount _____	Balance Due _____

Make checks payable to: Three Rivers SWCD, P.O. Box 815, Tappahannock, VA 22560, 804-443-2327 ext. 101,  
804-443-1707 fax