

East Cassia, Minidoka and West Cassia Direct Seed and Cover Crop Project

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Soil & Water Conservation Districts
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DIRECT SEED DRILL LEASE AGREEMENT

THIS AGREEMENT made and entered into this _____ day of _____, 20____, by and between the East Cassia, Minidoka and West Cassia Soil and Water Conservation Districts, hereinafter called "LESSOR" and _____, hereinafter called "LESSEE".

LEASE

LESSOR, for and in consideration of the rents, conditions, and agreements hereinafter contained and agreed to be paid, shall allow use of John Deere direct seed Drill Model # 1590, year 2015, 15 ft.



Cassia # 1 - John Deere Direct Seed Drill – Serial # 1N01590XCF0760209

Starting Acre Count _____ Ending Acre Count _____
Crop being planted _____



Minidoka # 2 – John Deere Direct Seed Drill – Serial # 1No1590XV Fo760213

Starting Acre Count _____ Ending Acre Count _____
Crop being planted _____

Transportation of the Direct Seed Drill to and from LESSEE'S premises is responsibility of LESSEE.

ALL ground must have been previously farmed – no sage brush or rocky areas.

TERMS OF LEASE

This lease shall commence on _____ date and shall be in effect until _____
Check out AND check in shall be between 9:30 a.m. and 1:30 p.m. on weekdays unless otherwise agreed upon.

RENTAL

LESSEE shall pay to LESSOR the rental sum of \$15.00 per acre and \$75.00 per day for use of the Direct Seed Drill. LESSEE will be billed for acreage and days used along with DAMAGES that may have incurred during time of rental. Payment will be due within 30 days of date of billing. LESSEE will be required to complete checklist with LESSOR upon pickup and return.

INSURANCE

LESSEE shall maintain insurance for the full replacement value of the equipment \$60,000.00 and for general liability from the time the equipment is picked up by LESSEE until it is returned to LESSOR. LESSEE shall provide proof of such insurance.

Insurance Co. Name _____ . Phone _____
LESSEE signature _____ Date _____
Owner Name (Printed) _____
Farm Name _____
Insured name if different than listed above _____

TERMS AND CONDITIONS

The Direct Seed Drill equipment is used at LESSEE'S sole risk. LESSEE agrees to use the Direct Seed Drill in a careful and prudent manner on fields that are appropriate for use and to return it in the same or better condition as received; normal wear from responsible use is expected. LESSEE agrees not to use field run seed, as it can damage the drill or plug up the drill and cause added expense to clean out the drill. LESSEE shall be responsible for loss, theft, damage, or destruction of Direct Seed Drill and all liability for its use and transportation, beginning from the time it is checked out from the District until such time as it is returned to the District. See operator manual (upon request from office) for maximum drilling speed and transport speed. Adjust for rough road conditions.

DISENGAGE DRIVE WHEEL BEFORE TRANSPORT. Failure to comply with these terms and conditions will result in LESSEE being charged for all repairs at current shop rate for said repairs.

NOTIFICATION

LESSEE shall notify East Cassia, Minidoka, or West Cassia Soil and Water Conservation Districts if equipment is in need of maintenance or repair.

DISCLAIMER OF WARRANTY

Except as otherwise expressly provided by this agreement. LESSOR makes no express or implied warranty, except as otherwise expressly provided by this agreement, LESSOR makes no expressed or implied warranty as to any matter whatsoever, including, without limitation, the condition of the equipment or its fitness for a particular purpose. No defect or unfitness of the equipment shall relieve the LESSEE of his obligation for payment and other charges to the LESSOR provided herein, or of any other obligation under this agreement.

INDEMNITY

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

SAFETY PRECAUTIONS

Failure to follow the safety precautions as they are stated in the Operator's Manual (manual upon request from office) may result in death or serious injury.

CERTIFICATION

My signature below, as LESSEE, certifies that I have read and understand the Operator's Manual and safety placards, including all operational, maintenance and safety requirements for this equipment. I agree to adhere to those requirements and terms of this agreement and understand that all sections of this contract are legal and binding,

LESSEE signature _____ Date _____

Printed name: _____

Email: _____ Cell phone: _____

Mailing address: _____

Mini-Cassia Direct Seed & Cover Crop Project

For those who rent the Direct seed or No-Till Drill this page is a condensed version of the contract you signed. Along with a brief checklist for maintenance and phone numbers to contact with any concerns.

RENTAL LESSEE shall pay to the renting Soil and Water Conservation District the rental sum of **\$15.00** per acre and **\$75.00** per day for the use of the Direct Seed or No-Till Drill. Payment is due within 30 day of date of billing. There will be a 1.5% late fee for amounts not paid within the 30 days.

TERMS AND CONDITIONS The Direct seed or No-Till Drill equipment is used at LESSEE'S sole risk. LESSEE agrees to use the Direct seed or No-Till Drill in a careful and prudent manner on fields that are appropriate for use. (i.e. cropland that has been in productions within 2-years of rental **NO SAGE BRUSH**) and to return it in the same or better condition as received. **LESSEE agrees to NOT use field run seed, as this can damage the Drill or plug up the drill and cause added expense to clean out the drill at LESSEE's expense.** LESSEE shall be responsible for loss, theft, damage, or destruction of the Direct seed or No-Till Drill and all liability for its use and transportation, beginning from the time it is checked out from the renting District until such time it is. Returned to the District.

Disengage drive wheel before driving/transporting. Failure to comply with these terms and conditions will result in LESSEE being charged for any and all repairs at the current shop rate for repairs.

NOTIFICATION LESSEE shall notify the renting District if the equipment is in need of maintenance or repair.

DISCLAIMER OF WARRANTY Except as otherwise expressly provided by this agreement, LESSOR makes no expressed, or implied warranty, unless provided by this agreement. LESSOR makes no expressed or implied warranty as to any matter whatsoever, including, without limitation, the condition of the equipment or it fitness for a particular purpose. No defect or unfitness of the equipment shall relieve the LESSEE of his/her obligation for payment and other charges to the LESSOR provided herein, or of any other obligation under this agreement.

CERTIFICATION LESSEE or agent of LESSEE signature on the contract as LESSEE certifies that LESSEE has read and understands the operation and safety placards, including maintenance and safety requirements to operate this piece of equipment in a safe manner, and agree to adhere to those requirements and terms of this agreement.

INDEMNITY LESSEE shall defend, indemnify, and hold harmless, LESSOR, its officers, employees, board members and agents from any and all claims, actions, suits, proceedings, costs, expenses, damages, and liabilities, including attorney fees, arising out of, connected with, or resulting from the equipment of 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 and hold harmless LESSOR, its officers, employees, board members, and agents 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 this rental period.

INSURANCE LESSEE shall maintain insurance for the full replacement value of the equipment \$58,502.00 and for general liability from the time the equipment is picked up by LESSEE until it is returned to LESSOR. LESSEE shall provide proof of such insurance – or a binder for said insurance.

FIELD OPERATING CHECKLIST (Maintenance) website for tutorials at www.minicassiaswcd.com

Close all seed gates before filling hopper with seed ----- Before operating
Nuts and Bolts, blades - are secure in good conditions ----- Daily
Equipment checklist items walk around visual inspections ----- Every 10 hours
Items to tighten as needed ----- Every 10 hours
Lubricate: Drive clutch/disengage wheel all 72 zerks/ grease receptors -----When finished planting
Clean seed hoppers ----- When finished planting
Open ALL seed gates ----- When finished planting
Clean your dirt off drill surfaces ----- When finished planting
Disengage drive wheel before hooking up to pickup ----- Before returning

DO NOT USE CLAY BASED GREASE – USE THE TWO TUBES PROVIDED BY THE RENTING DISTRICT

THE PENALTY FOR NOT CLEANING THE SEED BOXES CAN BE UP TO \$500. 00, IF THE DISTRICTS HAVE TO CLEAN UP AFTER YOU.

SAFETY PRECAUTIONS FAILURE TO FOLLOW SAFETY PRECAUTIONS MAY RESULT IN DEATH OR SERIOUS INJURY.

Additional information about the drill can be found: www.minicassiaswcd.com

Any question or concerns please contact the Soil and Water Conservation District you rented the drill from:

East or West Cassia Soil and Water Conservation District - 208- 572- 3375

Or

Minidoka Soil and Water Conservation District - 208 -436-4202

Or

Sharon's cell 208-430-3259

For other information please go to our website:

www.minicassiaswcd.com

Mini-Cassia Direct Seed & Cover Crop Project Equipment Checklist

Must be initialed by LESSOR and LESSEE at the time the equipment is checked out and checked in from use.

Items to be checked:	Ck out	LESSOR	LESSEE	Ck in	LESSOR	LESSEE
Drill Box vacuumed and cleaned out						
Seed Gates are open						
Disk Blades – no chips or bent						
Depth settings (towards back of machine is shallow – to set deeper move towards front of machine) Leave springs alone						
Slow moving sign in place – not bent						
Hazard, brake, signal lights in place						
Disengage drive wheel in neutral						
Acreage Counter						
Grease 72 zerks (fittings)						
Hydraulic valve closed, and hoses pulled back						
Tongue/hitch assembly – pin and chain						
Wiring and plug in adapter						
Tires (52 psi). Spare						
Operator's manual (upon request from office) tutorials at www.minicassiaswcd.com						