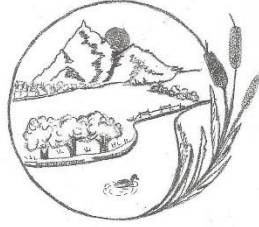


Mini-Cassia Direct Seed & Cover Crop Project

Minidoka SWCD
85 East Baseline Road
Rupert Idaho 83350
Phone: 208 436 4202
minidokaswcd@gmail.com



East & West Cassia SWCD
1361 16th Street
Burley Idaho 83318
Phone: 208 572 3375
ewcswcd@gmail.com

DIRECT SEED DRILL LEASE AGREEMENT

THIS AGREEMENT, made and entered into this _____ day of _____, 20____, by and between the Minidoka, East Cassia, 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:

Minidoka #1 – John Deere Direct Seed Drill – Serial # 1N01590XVF0760213 John Deere 1590, 15 Ft.,

Model 1590, Year 2015

Starting acre count _____ Ending acre count _____

Crop being planted _____

Cassia #2 - John Deere Direct Seed Drill – Serial # 1N01590XCF0760209 John Deere 1590, 15 Ft.,

Model 1590, Year 2015

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.

Term 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.

LESSEE signature _____ Date _____

Owner Name (printed) _____

Farm Name _____

Insurance Co. Name _____ phone# _____

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 condition as received; normal wear from responsible use 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 for maximum drilling speed and transport speed. Adjust for rough road conditions. **Disengage drive wheel before driving. Failure to comply with these terms and conditions will result in Lessee being charged for any and all repairs at current rate of repair.**

Notification

Lessee shall notify Minidoka, East Cassia, or West Cassia SWCD's 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 express or implied warranty as to any matter whatsoever, including, without limitation, the condition of the equipment or its fitness for a particular purpose. No defect or unfitness of the equipment shall relieve the Lessee of his obligation for payment and other charges to the Lessor proved herein, or of any other obligation under this agreement.

INDEMNITY

Lessee shall defend, indemnify, and hold harmless, Lessor, its officer, 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 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 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 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. 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 _____

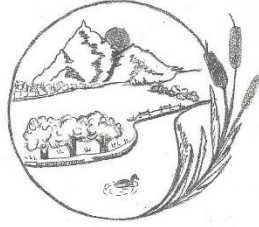
Printed Name: _____

Email: _____ Cell Phone _____

Mailing Address _____

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For those who rent the No-Till Grain Drill

RENTAL Lessee shall pay to 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 Drill. Payment is due within 30 days of date of billing. A 1.5% late fee will be incurred monthly if payment is not made within 30 days.

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. (i.e. cropland that has been in production within 2 years of rental) and to return it in the same condition as received. **Lessee agrees not to use field run seed, as this 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 it is returned to the District. **Disengage drive wheel before driving, Failure to comply with these terms and conditions will result in Lessee being charged for any and all repairs at the current rate of repair.**

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

NOTIFICATION Lessee shall notify Minidoka, East Cassia, or West Cassia SWCD's 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, except as otherwise expressly provided by this agreement. Lessor makes no express or implied warranty as to any matter whatsoever, including, without limitation, the condition of the equipment or its fitness for a particular purpose. No defect or unfitness of the equipment shall relieve the Lessee of his/her obligation for payment and other charges to the Lessor provided herein, or of any other obligation under this agreement.

CERTIFICATION My signature on the contract as Lessee certifies that I have read and do understand the operator's manual and safety placards, including all operational, maintenance and safety requirements. I agree to adhere to those requirements and the 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.

FIELD OPERATING CHECKLIST (Maintenance)

- Nuts and Bolts, blades ----- Daily
- Equipment Checklist items ----- Daily
- Items to tighten ----- Every 10 hours
- Lubricate: Drive Clutch, Wheel Disconnect -----Every 10 hours
- Lubricate: Wheel Pivot, Grass Seed Drive, Closing Wheel Pivots ----- Every 50 hours
- Lubricate: Drive Wheel Hub, Wheel Bearing ----- Every 150 hours
- Lubricate: Depth Gauge Arm, Press Wheel Pivot ----- Once a year

MAINTENANCE & PENALTY Lubrication requirements are listed in the 1590 Drill Operator’s Manual. **IMPORTANT: DO NOT USE CLAY based grease.** John Deere TY 6431 SD polyurea grease is preferred. Drill box must be vacuumed out or cleaned with compressed air before returned. **The penalty of \$500.00** charged for equipment returned without above cleaning and maintenance care.

SAFETY PRECAUTIONS Failure to follow safety precautions may result in death or serious injury. (See Operator’s Manual)

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

Any questions or concerns please contact the SWCD you rented the drill from

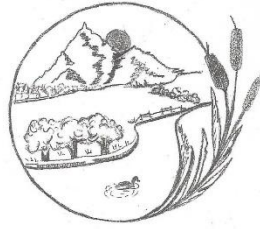
Minidoka SWCD 208 436 4202

Sharon’s cell 208 430 3259

East or West Cassia SWCD 208 572 3375

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Road

Drill Rental Survey.

We would like your feedback, please answer the following Questions so we will know how to make the Direct Seed and future projects better.

- 1) How was your experience with the drill? Hard 1.....2.....3.....4.....5 Easy
- 2) Did it do what you had hoped and expected it to do? Yes _____ No _____
- 3) Would you recommend your neighbor's rent and use the drill? Yes _____ No _____
- 4) What crop residue did you drill into? _____
- 5) Did you till before drilling? Yes _____ No _____ What method did you use? _____
- 6) Please fill out the below crop planting information:
 - a. Seeding rate: _____
 - b. What depth? _____
 - c. What down pressure setting did you use? _____
 - d. Was the ground dry or did it contain some moisture? _____
- 7) We would appreciate any pictures you can provide us for use in project narratives, Facebook, fair board displays, etc. Pictures can be emailed to minidokaswcd@gmail.com or ewcswcd@pmt.org
If you provide photos, please sign and mark the appropriate box
 YES, I give my permission for the Direct Seed & Cover Crop Project to use my photographs.
 NO, I do not give my permission.

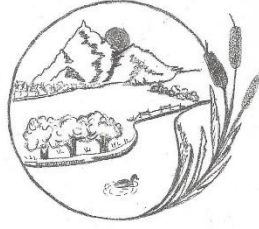
Signature _____

date _____

Is there anything we can do to improve the rental process? Or other comments:

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Equipment Checklist

Must be initialed by Lessor and Lessee at the time the equipment is checked out and checked in for use.

Items to be checked:	Check out:	Lessor	Lessee	Check In:	Lessor	Lessee
Drill Box vacuumed and cleaned out						
Disk Blades						
Tires (52 psi)						
Farm implement sign (slow moving vehicle sign)						
Electrical Hazard Lights						
Disengage drive wheel						
Acreage Counter						
Operator's Manual (in box on equipment)						
Grease fittings :(as required in Field Operating Checklist)						
Hydraulic (valve closed, hoses pulled back)						
Tongue/Hitch assembly & pivot pins						
Transport Jack (move to top for transport)						
Grease Gun						
Vehicle Wiring Adapter						
Other comments or concerns:						