



625 E Madison Ave, Suite 1
Riverton, WY 82501 307-463-0636
lowerwindrivercd.org

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

THIS AGREEMENT, made and entered into this _____ day of _____, 20____, by and between Lower Wind River Conservation District, hereinafter called "*District*" and _____, hereinafter called "*Producer*".

Lease

The *District* in consideration of the rents, conditions, agreements, and payment hereinafter contained, shall allow use to *Producer* of a Greats Plain No-Till Drill Model # 1006:

Great Plains No-Till Drill- Serial # *GP-5623XX* Great Plains 1006, 10 Ft.,
Model 1006NT, Year 2022

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

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

Terms of Lease

This lease shall commence on _____ (date) and shall be in effect until _____ (date). Check out and check in shall be between 8:00 AM and 5:00 PM on weekdays unless otherwise agreed upon.

The *District* will transport the No-Till Drill to and from *Producer's* premises. It is the responsibility of *Producer* to provide a tractor (at least 80 horse power) to pull the drill.

Producer will use the drill on the above dates. If *Producer* needs the No-Till Drill for a longer period of time, *Producer* will contact *District* in advance to make sure the drill is not promised to someone else.

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

Rental

Producer will pay for use of the drill after the use is completed. *Producer* shall pay to *District* the rental sum of \$15.00 per acre. A minimum charge of \$200 will be required for the use of the drill. An additional fee of \$100 will be charged for a cleaning fee which will be refunded if the No-Till Drill is properly cleaned after use. This means that the seed boxes and hoses must be vacuumed out or cleaned out by compressed air. The outside of the drill may be pressure washed. Inspection by *District* personnel is required to determine if the cleaning fee is refundable.

Before *Producer* uses the No-Till Drill, *Producer* and *District* personnel will review and initial the Equipment Checklist (page 5).

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

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

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

Notification

Producer shall immediately notify the Lower Wind River Conservation District (307) 463-0636 if the drill is in need of maintenance or repair.

Disclaimer of Warranty

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

Indemnity

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

Safety Precautions

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

Insurance

Producer shall maintain insurance for the full replacement value of the equipment \$38,000.00 and for any liability arising from the *Producer's* use and rental of the No-Till Drill. *Producer* shall provide proof of insurance covering rental of the No-Till Drill prior to receiving the drill.

Insurance Company Name _____

Address _____

Policy # _____

Certification

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

Producer's signature: _____ Date: _____

Printed Name: _____ Cell Phone: _____

Email: _____

Mailing Address: _____

Field Operating Checklist (Maintenance)

- Lubricate: Drive Chain ----- As required
- Lubricate: Clutches, Grease Banks ----- Every 8 Hours
- Lubricate: Felt barrier seals ----- Every 30 Hours
- Lubricate: Feed cup drive shaft sprocket, Small seeds feed cup drive sprocket --- Every 50 Hours
- Lubricate: Coulter hub bearing, Ground drive wheel bearing ----- Seasonal

Maintenance & Penalty

Lubrication requirements are listed in the 1006 Greats Plain No-Till Drill Operator’s Manual and above. The penalty of \$100 charged for equipment returned without cleaning and maintenance care.

Technical Information

An operator’s manual is maintained on the equipment and a copy is also located at the Lower Wind River Conservation District office. *Producer* is required to review safety precautions in the operator’s manual and international safety placards on the equipment prior to transporting or operating the equipment and must certify the *Producer* has read and understood all safety precautions.

Traveling Procedures

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

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



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No-Till Drill Equipment Checklist

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

Items to be checked:	Check out:	District	Producer	Check in:	District	Producer
Seed Boxes vacuumed and cleaned out						
Disk Blades						
Tires (40 psi)						
Farm implement sign (slow moving vehicle sign)						
Electrical Hazard Lights						
Disengage drive wheel						
Acreage Counter						
Operator's Manual (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						

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



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No-Till Drill Calculation of Rental Charges

Starting Count (native seed box) _____
Ending Count (native seed box) _____
Actual Use-- Acres (native seed box) _____

Starting Count (main seed box) _____
Ending Count (main seed box) _____
Actual Use- Acres (main seed box) _____
TOTAL Actual Use—Acres _____

\$15.00 per acre	\$15 X _____ acres	\$ _____
5.5% sales tax of total acre cost		\$ _____
Cleaning Deposit (if returned dirty)		\$ _____
Damages (if applicable)		\$ _____
Total due		\$ _____