

**MONTGOMERY COUNTY SOIL AND WATER CONSERVATION DISTRICT
NO-TILL DRILL/EQUIPMENT LEASE AGREEMENT**

This Lease Agreement, made this _____ day of _____, 200____, between the Montgomery County Soil and Water Conservation District, of Montgomery City, Missouri, hereinafter called the Lessor, of the one part, and _____, of _____, Missouri hereinafter called the Lessee, of the other part, witnesses that the Lessor hereby leases a _____

(make/model)

to the Lessee for a pre-agreed rental fee of \$_____.

For and in consideration of this Agreement, the Lessor and the Lessee agree to the following:

1. The Lessee agrees to take reasonable care of the drill/equipment and return it to the Lessor in good condition as when rented, normal wear and tear excepted.
2. It is agreed and understood that the Lessor will not be held liable for any property damage done to underground utilities or drainage tile or for any personal injuries or property damage resulting from the use of no-till drill/equipment while in possession of the Lease.
3. The drill/equipment shall be returned by the Lessee to the USDA Service Center Building at 1013 S. Sturgeon, Montgomery City, MO 63361 on or before the _____ day of _____, 200____.
*A late fee of \$50.00 per day will be charged if not returned by agreed date.
4. The Lessee shall be responsible for all liability resulting from or arising out of this Lease and the Lessee shall not seek indemnification from the Lessor for any liability herein created.
5. The Lessor shall be responsible for all repairs excluding that caused by negligent acts committed by the Lessee, however, the Lessee shall be responsible for all repairs if it has not first obtained express prior approval from the Lessor.
6. Lessee shall not assign its rights in this Agreement without the express written approval of the Lessor and shall be fully responsible for the care and operation of the above described no-till drill/equipment until it is returned to the Lessor. The Lessee shall not allow the use of said no-till drill/equipment by another, not a part of this Agreement.
7. Lessee agrees that there will be an additional fee of \$25.00 charged to the Lessee if the drill/equipment is not thoroughly cleaned out before it is returned to the Lessor or transferred to another producer. Feed cups are to be fully opened and all seed is to be run out of the drill.
8. The Lessor may, at any Lessee's expense. Exercise any legal remedy available to assure this Agreement is honored by the Lessee.

IN WITNESS WHEREOF, the said parties hereto have hereunto set their signatures the day and year first above written.

MONTGOMERY COUNTY SOIL AND WATER CONSERVATION DISTRICT

BY _____
LESSOR

LESSEE

ADDRESS: _____

PHONE #: _____