

WASHINGTON COUNTY SOIL & WATER CONSERVATION DISTRICT
NO-TILL DRILL RENTAL AGREEMENT

No. _____

This Agreement is made and entered into this _____ day of _____, 20____, by and between _____, whose address is _____, hereinafter called Lessee, and Washington County Soil & Water Conservation District, whose address is 103 North Missouri Street, Potosi, Missouri 63664, hereinafter called Lessor.

Witnesseth:

1. That equipment which the Lessor hereby rents to Lessee, and Lessee rents from Lessor, subject to the terms and conditions hereon set forth, the following :
Tye 2000 Pasture Pleaser Drill – Model 2007 (7ft.)
Manufacturer's Serial Number: K229137EPP

Lessor represents that to the best of their knowledge and belief that said equipment is in sound and safe condition and free of any known faults or defects, which would affect its safe operation under normal use. Lessee hereby acknowledges delivery and acceptance of the aforesaid equipment, upon the terms and conditions of this agreement.

2. Lessor hereby rents to Lessee, said equipment for the purpose of planting seed, fertilizer or legumes on landowner's property.

3. The Washington County Soil & Water Conservation District is an additional insured as respects rental of equipment for a period of time beginning at _____ o'clock on _____, 20____, and ending at _____ o'clock on _____, 20____.

4. In consideration of said Agreement, Lessee covenants and agrees as follows:

(a) To pay to Lessor for the possession and use of said Equipment for the purpose aforesaid, payable as follows:

(I) The Lessee hereby agrees to make a deposit of \$100 for security deposit with the Lessor, said deposit to be used, in the event of loss or of damage to the equipment during the term of this agreement, to defray fully or partially the cost of necessary repairs or replacement. In the absence of damage or loss, said deposit shall be credited toward payment of the rental fee and any excess shall be returned to the Lessee.

(II) There will be a \$50.00 minimum for use of the equipment.

(III) Rate of equipment rental is \$6.00 per acre, except when Lessee is a Farm Bureau Member, who receives the discounted rate of \$ 5.50 per acre.

(IV) The Lessee will pay for the cost of transporting the equipment from lessor place of storage and returning it thereto. Such transportation shall take place during the term listed in this agreement, and if lessee fails to return equipment promptly at the end of the rental period, additional rental fees will be charged and payable for each day, prorated at one and one-half times the normal rental rate.

(b) To safely keep and carefully use the Equipment and not sell or attempt to sell, remove or attempt to remove, the same or any part thereof, except reasonably for the purpose aforesaid.

(c) Lessee shall, during the term of this lease and until return and delivery of the Equipment to Lessor, abide by and conform to, and cause others to abide by and conform to, all laws and government orders, rules and regulations, including any future amendments thereto, controlling or in any manner affecting operation or use of said Equipment by said Equipment.

(d) Lessee hereby agrees not to use the equipment for illegal purpose; not to operate the equipment in a negligent manner, not to permit the equipment to be operated by any other person other than those named on this agreement without the written permission of the owner, and not to carry property or materials in excess of the rated capacity of the equipment.

(e) Lessee shall pay all taxes, assessments and charges on said Equipment or its use during the time he is in possession of the same, imposed by federal, state, municipal or other public, or other authority; save Lessor free and harmless therefrom; and to these ends reimburse Lessor on a pro rata basis for such taxes or charges paid by Lessor hereto or hereafter.

(f) Lessee accepts the equipment in its present condition, and during the term of this agreement and until return

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and delivery of the Equipment to the Lessor. The Lessee shall maintain it in its present condition, reasonable wear and tear occurring despite standards of good maintenance of Equipment excepted, and shall repair at his own expense any damages to said Equipment caused by operation or use by lessee or by others during the term of this lease and until delivery of the Equipment to Lessor by the date specified on this agreement. A Condition Checklist/Inspection Report shall be completed before and after the rental, initialed by both parties to the agreement.

(g) If Lessee will have someone other than themselves operating the equipment, their information must be recorded in this agreement as follows:

Name of Person(s) To Be Operating Equipment: _____
Age of Person: _____
Proof of Age Given: _____

(h) Lessee acknowledges the proper loading and unloading procedures of the equipment as well as the use and operating procedure of the equipment. If no knowledge of operation is known by Lessee, then instructions will be given to Lessee that are deemed necessary in order to rent this equipment. This information will be recorded as follows:

Name of Person(s) receiving instructions: _____
Name of Person giving instructions: _____
Instructions were given to Lessee as follows: _____

(i) The equipment will be transported by a vehicle with the description as follows:

Year, Make & Model : _____
VIN # : _____
Color of Vehicle: _____
License No. : _____
Vehicle Registered To: _____
Proof of Automobile Insurance Provided? _____
Name of Person driving vehicle: _____
Valid Drivers License : _____

(j) Meter on equipment will be read and acres recorded before the drill is taken out and upon its return.
Meter reading _____

(k) The Lessee will be responsible for the cleaning and removal of seed from the seed tubes and seed boxes before returning equipment.

(l) The equipment will be scheduled out on a first come, first serve basis. The scheduling will be done by the Washington County Soil & Water Conservation District office in Potosi, Missouri.

(m) Neither Lessee nor others shall have the right to incur any mechanic's or other lien in connection with the repair, Maintenance or storage of said Equipment, and Lessee agrees that neither he nor others will attempt to convey or mortgage or create any lien of any kind or character against the same or do anything or take action that might mature into such a lien.

(n) Lessee will be required to present a Certificate of Insurance, issued by an insurance company (not an agent), and should be dated no more than 5-7 days before rental date. There will be no insurance ID cards, cancelled checks, or anything other than the Certificate of Insurance as proof of coverage of insurance. Information on Lessee's Farm-owners and/or Homeowners Insurance could be requested also if Lessee doesn't carry high enough liability limits on their automobile insurance. This is because most individuals do not carry high liability limits on their insurance policies and therefore do not have the public entity exposure of two million dollars like the Soil & Water District has. That is why the information on other kinds of insurance is requested along with automobile insurance information. Employees of Washington County Soil & Water Conservation District will also call to verify insurance before Lessee leaves with equipment.

(o) Lessee shall be responsible and liable to Lessor for, and indemnify Lessor against, any and all damage to the Equipment, which occurs in any manner from any cause or causes during the term of this lease or until return and delivery of the Equipment to Lessor. Lessee shall be responsible and liable for, indemnify Lessor against, hold Lessor free and harmless from any claim or claims of any kind whatsoever for or from, and promptly pay any judgement for, any and all liability for personal injuries, death or property damages, or any of them, which arise or in any manner are occasioned by

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the acts or negligence of Lessee or others in the custody, operation or use of, or with respect to, said Equipment, during the term of this lease or until return and delivery of the Equipment to Lessor.

(p) Lessee will keep insured from and including this day until return and delivery of the Property to Lessor, in such company or companies as Lessor shall approve, according to applicable standard forms of policy, and for the benefit of Lessor (1) against the loss or damage from any cause or causes to the Equipment for the full value thereof in the amount of two million dollars, and (2) against the liability for personal injuries, death, or property damages, or any of them, arising or in any manner occasioned by the acts or negligence of Lessee or others in the custody, operation or use of, or with respect to said Equipment, in the amount of one million dollars relative to personal injuries and/or death and one million dollars relative to property damages.

(q) It is mutually agreed that in case Lessee shall violate any if the aforesaid covenants, terms and conditions Lessor may at his option without notice terminate this agreement and take possession of said Equipment wherever found.

(r) ATTORNEY'S FEES. Should it become necessary for Lessor to employ an attorney to enforce any of the conditions or covenants hereof, including the collection of rentals or gaining possession of the equipment, Lessee agrees to pay all expenses so incurred, including a reasonable attorney's fee.

(s) GOVERNING LAW. This Agreement shall be governed, construed and interpreted by, through and under the Laws of the State of Missouri.

(t) SEVERABILITY. If any provision of this Agreement or the application thereof shall, for any reason and to any extent be invalid or unenforceable, neither the remainder of this Agreement nor the application of the provision to other persons, entities or circumstances shall be affected, thereby, but instead shall be enforced to the maximum extent permitted by law.

(u) BINDING EFFECT. The covenants, obligations and conditions herein contained shall be binding on and inure to the benefit of the heirs, legal representatives, and assigns of the parties hereto.

(v) DESCRIPTIVE HEADINGS. The descriptive headings used herein are for convenience of reference only and they are not intended to have any effect whatsoever in determining the rights or obligations of the Lessor or Lessee.

(w) ALTERATIONS OR IMPROVEMENTS. Lessee shall make no alterations or improvements on the equipment without prior written consent of Lessor.

(x) NON-WAIVER. No indulgence, waiver, election or non-election by Lessor under this Agreement shall affect Lessee's duties and liabilities hereunder.

(y) MODIFICATION. The parties hereby agree that this document contains the entire agreement between the parties and this Agreement shall not be modified, changed, altered or amended in any way except through a written amendment signed by all of the parties hereto.

(z) ASSIGNMENT AND SUBLETTING. Lessee shall not assign this Agreement, or sub-let or grant any license to use the equipment or any part thereof without the prior written consent of Lessor. A consent by Lessor to one such assignment, sub-letting or license shall not be deemed to be a consent to any subsequent assignment, sub-letting or license. An assignment, sub-letting or license without the prior written consent of Lessor or an assignment or sub-letting by operation of law shall be absolutely null and void and shall, at Lessor's option, terminate this Agreement.

IN WITNESS WHEREOF, the parties hereto hereby execute this Agreement on the date first above written.

.....
LESSEE SIGNATURE

.....
LESSOR REPRESENTATIVE
WASHINGTON COUNTY SOIL & WATER
CONSERVATION DISTRICT

.....
LESSEE PRINTED NAME

.....
LESSEE PHONE NUMBER