

DRILL RENTAL AGREEMENT
Roberts Conservation District

I _____, the undersigned Lessee, hereby utilize the JD 1560 no-till Drill, Truax 15' & 12' or Brillion (hereinafter called Equipment) belonging to the Roberts Conservation District (RCD) (hereinafter called Lessor) and will accept the following terms and conditions:

1. The Lessee shall NOT exceed an operating speed of 4-5 miles per hour when using the equipment. Maximum towing speed must not exceed a speed of 20 miles per hour. Speeds in excess of this may damage the equipment. All field sites will be on cropland or sites approved by the Lessor.
2. The Lessee shall NOT allow fertilizer to be put through the drill.
3. The Lessor will furnish assistance to the Lessee with adjustments and/or instructions for use of the equipment. The Lessor makes no warranty either expressed or implied as to the satisfactory operation or operability of the equipment or to the satisfactory results from the use of the equipment.
4. The Lessee shall coordinate use of the drill with the RCD staff. The Lessee shall pay RCD \$11.00 per acre planted for the JD 1560 Drill and \$12.50 per acre for the Truax Drill, according to the drill acre meter. \$50 penalty for not cleaning out the drill of extra seed, residue, etc.
5. It shall be lawful for the Lessor or it agents to enter upon the premises of the Lessee at anytime to inspect the equipment and to secure the return of the equipment.
6. The Lessee shall be responsible for any damage done to the equipment while in the possession of the Lessee, excepting ordinary wear and tear, as determined by the Lessor. Any damages caused by negligent operations will be billed to the Lessee. Any bills in question will be decided by the district board at the next scheduled meeting after billing date. Service calls (for set-up or repair) NOT authorized by the Conservation District are the cooperators expense.
7. The Lessee assumes and agrees to pay for all loss or damage to property, and injury or death of persons, including costs and expenses arising wholly or impart from, or in connection with the said use, transportation, operation, maintenance or repair of said equipment. The Lessee shall forever indemnify the Lessor against, and save it harmless from all liability for any such loss, damage, injury and death, including all costs and expensed incident thereto.

Lessee Signature _____ Date _____

Address _____ Phone _____

Date Reserved _____ Seed Planted _____ Acres to be planted _____

Date In _____ Date Returned _____

Acre Meter Beginning _____ Ending _____

Equipment Condition Upon Return _____ Good _____ Bad _____

Comments _____

RCD Representative _____ Date _____

Rental Rate:

All drills are charged per acre planted, unless Roberts Conservation District custom seeds for you.

\$ 75.00 delivery charge, set & pickup

\$100.00 minimum charge

- \$ 12.50 per acre for all drills - (0-20 acres)
- \$ 12.50 Truax Drill 15' & 12'
- \$ 11.00 JD 1560 No-till
- \$ 7.50 Brillion Drill (over 20 acres)
- \$ 50.00 charge if drill is not cleaned out by Lessee after use. The drill must be returned clean and in the condition you received it.
- Any damages caused by negligent operations will be billed to the producer. Any bills in question will be decided by the district board at the next scheduled meeting after billing date.

Custom seed rates:

Man +Tractor & Drill

\$300.00 minimum charge

\$30.00 per acre to 10 acres

\$24.00 (11-49 acres)

\$20.00 (50+ acres)

RETURN DRILL AGREEMENT TO:

Roberts Conservation District

Attn: Jodi Hook - District Manager

2018 SD Hwy 10 - Sisseton SD 57262

Office 605-698-3923 or Cell 605-759-4324

