

**CONVERSE COUNTY CONSERVATION DISTRICT
NO-TILL DRILL LANDOWNER/OPERATOR AGREEMENT**

This agreement between the Converse County Conservation District (CCCD) and _____ Landowner/Operator is entered into this _____ day of _____, 20_____.

A \$1,000.00 damage and cleaning deposit is required prior to release of the equipment to the landowner/operator. This deposit will be refunded as long as the equipment is returned without damage, is properly cleaned and no infringement upon this agreement has been made. If the drill is not cleaned out a \$100 fee will be applied.

Rental charges for use of the no-till drill will be:

1. **\$50.00/day (24 hour period). Day charge is eliminated when five (5) or more acres are planted and the drill is returned within a five (5) day period.**
2. **A fee of \$12.00/acre will be charged as normal if over five (5) acres planted and returned on time. (if not returned on time day charge will be added to final bill)**
3. It is also agreed that these charges will be paid within 30 days from the date of invoice. **A monthly service charge will be added after the 30 days. Operating the drill without a signed contract is prohibited.**

Said Landowner/Operator will be responsible for contacting the CCCD for instruction on drill operations. The CCCD will not be responsible for ordering seed, loss of seed, or lack of germination.

I. CCCD Responsibilities:

- CCCD will not be responsible for operating or leasing out tractors to operate the drill.
- Upon request, the CCCD shall provide needed instructions regarding the use, care and calibration of the drill.
- CCCD will show operator calibration charts and how to change seeding rate. It is up to the operator to periodically check the seeding rate at his/her discretion.

- CCCD will properly maintain and note any mechanical or operational defects/problems before drill leaves CCCD premises.
- CCCD will bill the landowner/operator for all planted acres according to the acre counter. **No adjustments will be made to the acreage on the counter.**

II. **Landowner/Operator Responsibilities:**

- The landowner/operator is responsible for picking up and returning the drill from/to the CCCD office. If prior arrangements have been made with CCCD to deliver/pick up, a mileage fee will be added at the IRS standard rate for that fiscal year.
- The landowner/operator must use the drill for his/her own use. Loaning the drill to another party is prohibited.
- Custom work performed by the landowner/operator is prohibited.
- The landowner/operator will exercise normal and reasonable care and maintenance of the drill while in his/her possession.
- Landowner will pay for any repairs that need to be made to the drill as a result of misuse or abuse.
- Mechanical alterations to any part of the drill are prohibited.
- The landowner/operator will adhere to the time schedule that has been arranged. **Do not procrastinate.** Use the drill that day if weather conditions permit. Time is limited; we have a tight schedule to fulfill all requests.
- CCCD must be notified upon completion of use so CCCD can notify next renter of pick up date.
- If there is residual seed left in the drill a \$100 cleaning fee will be applied

Note – a minimum 75HP tractor is required for operation of the no-till drill.

III. **Hold harmless and indemnification:**

- Landowner/Operator recognizes the hazards associated with the operation and maintenance of the no-till drill and personal safety requirements necessary to ensure the safe operation and use of this

piece of equipment. To the fullest extent permitted by law, the Landowner/Operator agrees to indemnify Converse County Conservation District, their officers, employees, agents, and others acting on their behalf, to hold them harmless and to defend and protect them, from and against any and all loss, damage, liability, cost and expense of any type whatsoever, based upon, resulting from, or otherwise arising in connection with any actions, claims or proceedings, or any loss, damage indemnified hereunder, by reason of any act of omission of Landowner/Operator, its officers, employees or agents, or any other person(s) or entity(ies) for whose acts or omissions Landowner/Operator obligates under this policy.

I have read, understand and fully agree with the terms as stated in this agreement. I understand that any infringement of this agreement may be subject to additional charges and/or waiver of damage deposit.

Landowner/Operator

Date

Address

Phone

District Representative

Date

_____	Estimated Completion
_____	Time and Date
_____	Date and Time of Delivery
_____	Starting Acreage
_____	Ending Acreage
_____	Actual Number of Acres Planted
_____	Actual Completion Date
_____	Deposit
_____	Amount to be billed
_____	Drill Inspection Date

Comments after inspection: _____

CCCD Employee: _____ Date: _____