

McLeod Soil and Water Conservation District 520 Chandler Avenue North Glencoe MN 55336 320-864-1224

TRUAX NATIVE GRASS DRILL RENTAL AGREEMENT

The McLeod Soil and Water Conservation District, henceforth known as the "District" and the Landowner/Renter, henceforth known as the "Renter", enter into this agreement under the following terms and conditions:

District's Responsibility

- 1. District will make sure the drill is cleaned and fully functional.
- 2. District will provide instruction on calibration, if requested.
- 3. District shall not be responsible for the outcome of the planted acres i.e. disease, chemical damage, yield variances, etc.
- 4. District shall bill the renter for all planted acres according to their conservation plan. However, the acre counter will be monitored and the bill may be adjusted accordingly.

Renter's Responsibility

Renter agrees to pay the district the rental charge that is as follows:

0.1 - 10 acres = \$120.00 plus 7.375% sales tax

Each additional acre = \$12.00 per acre

The Renter also agrees to pay a damage deposit of \$150.00.

- 1. Renter must pick up the drill and return the drill the next day, unless other arrangements are made.
- 2. Renter will provide a **50 hp** tractor, driver, and fuel for the tractor. A tractor without duals provides for a better seed operation.
- 3. Renter agrees that if they want the district to instruct them on the initial calibration, it will be done before the drill leaves the district's premises. With the variability of the seed, it is important to come up with exact settings. It will be up to you to monitor how much you have done, how much seed you have left and make compensations and/or adjustments as needed. It is recommended to use bearded seed.
- 4. Renter is solely responsible for the final setting of the drill and all planting. No warranty is made by the district, implied or expressed, as to crop loss from the set up or use of the drill.
- 5. Renter, when operating the drill is responsible for the repair and costs thereof for damage or broken parts that result from misuse of the drill (rocks, fences, etc.)
- 6. Renter agrees to pay the district \$30.00/hour if the district needs to clean up the drill because the renter planted when the field conditions were to wet.
- 7. Renter agrees to hold McLeod SWCD harmless for any bodily injury or property damage incurred while using and/or transporting said drill.

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- 8. Renter agrees to seed native grasses between May 15th June 30th, or after October 31st in the fall or as approved by NRCS.
- 9. For scheduling purposes when field is ready to plant, contact the SWCD office at: 320-864-1224.
- 10. Renter agrees to not drive any faster than 20 miles per hour while transporting the drill.
- 11. Renter will notify the office at 320-864-1224 if they notice any damage to the drill before planting.

I have read, understand and fully agree with the terms of this agreement. Address: Phone Number Renter's Name (Print) Renter's Signature Date SWCD Representative Signature Date Number of Acres/ Township/ Section Acre Meter Start:_____ Acre Meter End: Visible Damage: