752 John Deer No-Till Drill Agreement

I _____agree to pay the Petroleum County Conservation District (PCCD) $8.00 acre for worked ground and $10.00 per acre for unworked native ground with a minimum of $200 for the rental use of the no-till drill. A maximum of 200 acres per rental time unless authorized by the PCCD.

_____X $8.00/worked acre = _____ _____ x$10.00/native acre =_____

# of acres $ Amount Due # of acres Amount Due

Read this carefully and be aware that you will be waiving and releasing all claims for injury, damage, or unforeseen agricultural production you may sustain from the agricultural services provided by Petroleum County Conservation District.

_____ 1. A security **deposit of $500** will be paid when the equipment is leased. The deposit will be refunded or applied to the total rental charge (renter's choice) after use and inspection by the PCCD if no more than normal wear and tear is evident. Proof of insurance is also due to PCCD office before use.

_____ 2. Agree to provide a flagger in the front of the drill.

_____ 3. Agree to provide the PCCD with the drill acre meter reading before and after use of the drill. NOTE: We will verify acreage through government mapping.

_____ 4. Agree to operate the no-till drill according to the operator manual instructions and review the Field Checklist. I will grease and do all daily maintenance of the drill.

_____ 5. Agree to transport the no-till drill with a tractor or nothing less than a heavy ¾ ton truck and at a speed not to exceed more than 25 mph. **The drive train will be released for transport.**

_____ 6. Agree to be responsible for any damages to the no-till drill while in my possession. If drill requires any repairs I will contact the PCCD office **before any labor or expenses occur.**

_____ 7. Agrees to lift openers out of the ground before making sharp turns as leaving them in the ground can damage the openers.

_____ 8. Agree to park the drill at an accessible place so it can be moved during inclement weather.

_____ 9. Agree to assume the full risk of an injuries, death, damages or other loss regardless of severity which I or my employees may sustain as a result of agricultural services provides by PCCD.

_____ 10. Waive, release, and discharge PCCD its agencies, supervisors, employees, and volunteers from any and all liability for death disability, personal injury, loss or damage to property, or action of any kind including unforeseen agricultural production results of any nature which may hereafter accrue as a result of agricultural services provided by PCCD.

_____ 11. Indemnify, save, and hold harmless PCCD, its agencies, supervisors, employees, and volunteers from claims of any nature, including cost, expenses, and attorney's fees, which may in any manner result from or arise out of PCCD's agricultural services.

_____ 12. Agree to set a return date of the equipment and honor that date regardless of circumstances unless otherwise authorized by PCCD or a charge of $200 per day will be added to my invoice.

_____ 13. **Agree to completely clean out the seed box and/or the fertilizer box when I finish using the drill** or a cost of $100.00 plus $80/hour will be charged.

_____ 14. No Till Drill will be picked up from Hoge's Service & Repair and return there, or prove with photos and/or video that the drill has been maintained at the end of your use.

_____ 15. Planting and seed rates are approximate and vary, I am responsible for calculating the pounds per acre

This waiver, release, and indemnification shall be construed broadly to provide waiver, release, and indemnity to the maximum extent permissible under applicable law. Any modification of this waiver must have written approval by the Petroleum County Conservation District prior to the provision of agricultural services.

Name:_____ Signature: _____

Date: _____

Renter's Address: _____

Renter's phone: _____

PCCD Staff: _____ Signature: _____

Date: _____

Tack # at Start _____

Tack # at Finish _____