



## VALLEY SOIL & WATER CONSERVATION DISTRICT

P.O. Box 580 / 209 N Idaho St / Cascade ID, 83611

[www.valleyswcd.org](http://www.valleyswcd.org)

Durena Farr, District Manager: (208)382-3317 /

[Durena.Farr@id.nacdnet.net](mailto:Durena.Farr@id.nacdnet.net)

Bill Leaf, Board Supervisor: (208)630-4537 / [leaf.ranch@me.com](mailto:leaf.ranch@me.com)

### No-Till Drill Lease Agreement

This agreement is made and entered into and between Valley Soil & Water Conservation District (VSWCD), and "LESSEE" as described below.

**Please Print**

NAME: \_\_\_\_\_ DRIVERS LICENSE NO \_\_\_\_\_

ADDRESS: \_\_\_\_\_ INSURANCE POLICY (W/COPY) \_\_\_\_\_

PHONE: \_\_\_\_\_ EMAIL: \_\_\_\_\_

ESTIMATED ACREAGE \_\_\_\_\_ DATE RESERVED: \_\_\_\_\_ DATE REQUESTED: \_\_\_\_\_

### Lease

\_\_\_ **Truax Flex II / Year 2003 / Serial #2053** Large, 11 ft. wide, No-till drill requiring tractor with at least 65 HP, with two-way remote hydraulic coupling, 8 ft seed bed (Capable of being towed by pickup truck with pintle hitch. Pintle hitch available for use.)

\_\_\_ **Frontier GS1148 / Year 2023 / Serial # IT0333GMPPF448077/** Small, 5 ft wide, 3 pt No-till drill requiring tractor with 3 pt hitch with minimum 35 hp, 4 ft. seed bed. **This No-till drill is intended for small acreages, with a maximum acreage of 10 acres at any one time.** (Must be trailered unless capable of driving tractor to pickup location. Trailer provided for transportation of the implement).

### Term of Lease

This LEASE shall commence on the date DRILL is checked out, for a period of 7 days, and Terminate upon proper check-in by VSWCD Supervisor. Term may be modified by LESSEE with VSWCD approval.

### Rental

LESSEE shall pay to VSWCD a **cleaning and damage deposit fee of \$100** at time of reservation and the **rental sum of \$100 minimum for the first 5 acres** and an additional **\$20 per acre over the basic 5 acres** payable at completion. LESSEE shall be responsible for transportation of the drill to LESSEE'S property and return to VSWCD at a location to be determined by VSWCD. A **Big Tex Tandem Axle Utility Trailer**, with a 2" ball, along with appropriate tie-down hardware, is available to use to transport the **Frontier 3 pt no-till drill** to Lessee's property, but is **not** to be used for personal use during rental period.

### Terms and Conditions

LESSEE agrees to use DRILL in a careful and prudent manner on fields that are appropriate for use and to return it in the same condition as received (normal wear and tear excepted, as verified by VSWCD). VSWCD is not liable for any damage caused by LESSEE'S use of this equipment.

LESSEE shall maintain insurance for the full replacement value of the equipment (\$20,000) and for general liability from the time the equipment is received by the LESSEE until it is returned to VSWCD.

LESSEE will provide proof of such insurance to VSWCD prior to equipment pick-up.

### Notification

LESSEE shall notify VSWCD if any of the following occur:

1. Equipment is in need of maintenance or repair
2. Changes in estimated date of completion of use of equipment
3. Inform VSWCD supervisor of actual return date and time.

### Indemnification

By signing this agreement, LESSEE indemnifies, holds harmless and releases VSWCD, its employees, insurers, successors and assigns from any liability whatsoever, including defense cost and attorney fees that may result from or be in any way related to LESSEES rental or use of this equipment. **LESSEE acknowledges this by providing a copy of insurance coverage before obtaining the DRILL/TRAILER.**

### Acknowledgments *(Please initial each statement)*

\_\_\_\_\_ I have provided a copy of my liability insurance prior to delivery of the equipment.

\_\_\_\_\_ I understand that I will be liable to VSWCD for any damages caused to equipment as a result of negligence or neglect (with the exception of normal wear and tear), loss, theft, destruction, and transportation from the time of checking out until the time of checked in.

\_\_\_\_\_ I acknowledge that the Drill will be cleaned entirely, including the inside of the seed box and all outside vegetation, mud, etc. **Failure to do so will result in a non-refundable cleaning deposit fee of \$100.** When the drill is returned clean and not damaged, the \$100 cleaning and damage deposit will be returned or applied towards the total cost for the use of the drill.

\_\_\_\_\_ I know how to properly use this equipment or avoid any damages to equipment and any injury to others and myself. **If I do not know how to operate or use the equipment, I will inquire about the proper use from VSWCD or the District Manager.**

\_\_\_\_\_ I agree to pay the total costs to repair any damage to the equipment caused by my negligence or neglect (with the exception of normal wear and tear, as verified by VSWCD) including labor and parts cost, in addition to the rental fee and cleaning fee.

\_\_\_\_\_ I agree to contact the VSWCD supervisor or District Manager at the time of completion, and return it in a clean and damage free "ready-to-rent" condition.

\_\_\_\_\_ I agree to the indemnification clauses above and assume all liability for using this equipment.

DATE \_\_\_\_\_ SIGNED \_\_\_\_\_

### Fee Computations

Drill set by: _____	Date Checked out: _____
Drill Returned to: _____	Date Returned: _____
<b>Number of Days Out</b>	<b>Mimimum Fee: \$100.00    Extra acres \$20 per acre</b>
<b>Number of Acres seeded:</b>	<b>Acres over base 5 acres</b>
<b>Total rental charges</b>	<b>Cleaning &amp; Damage Deposit Fee</b>
<b>Damage Charges</b>	<b>TOTAL CHARGES:</b>
<b>How Paid:</b>	<b>Amount Paid:                      Date PAID:</b>

**COLLECTED BY:** \_\_\_\_\_