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## 2022 Great Plains 10ft No-Till Drill Lease Agreement (Model 1006NT Serial Number: GP-5623XX)

### Terms of Lease

**Lease Period:** This lease begins on \_\_\_\_\_ (date) and ends on \_\_\_\_\_ (date). If additional time is needed, the Producer must contact the District as soon as an extension is needed to ensure the drill is not scheduled with someone else. Check-out and check-in shall be between 8:00 AM and 5:00 PM on weekdays unless otherwise agreed upon.

**Transportation:** The District will transport the No-Till Drill to and from the Producer's premises unless otherwise approved by the District for the Producer to transport. The Producer must provide a **tractor with at least 80 horsepower** to operate the drill.

**Restrictions:** The No-Till Drill **shall not be sublet** or transferred without written consent from the District. The drill **must remain within Fremont County**, with additional charges if used outside the LWRCD boundary.

### Lease Pricing

- **In-District Rate:** \$15.00 per acre
- **Out-of-District Rate:** \$18.00 per acre
- **Deposit:** \$200.00, due at or before delivery.
- **Final bill:** The producer will receive an invoice and pay for the use of the drill after the use is complete, along with sales tax, minus the \$200.00 deposit.
- **Mileage Fee:** A mileage fee of **\$1.00 per mile** will be charged for all **out-of-district rentals**. Mileage will be calculated based on the round-trip distance from the LWRCD office (delivery and pickup). **In-district renters will not be charged a mileage fee.**
- **Cleaning Fee:** \$100.00 if the drill is not properly cleaned, including vacuuming or using compressed air for seed boxes and hoses. The exterior may be pressure-washed. District personnel will inspect the drill to determine if the cleaning fee applies.

## **Producer Responsibilities**

**Pre & Post-Use Inspection:** The Producer and District personnel will review and initial the attached Equipment Checklist before and after use.

**Liability:** The Producer is responsible for any **loss, theft, damage, or destruction** of the drill from the time it is checked out until it is checked back in with the District.

**Proper Use:** The drill must be used responsibly on appropriate fields and adjusted for rough conditions. After use, the Producer will make sure the No-Till Drill is in the same or better condition than it was when received. Normal wear from responsible use is expected.

The Producer will refer to the operator's manual (located on the front of the drill) for maximum drilling and transport speed. Lubrication requirements are listed in the *1006NT Great Plains No-Till Drill Operator's Manual*. The District reserves the right to charge the Producer for any equipment returned damaged, uncleaned, or without proper maintenance.

### **Traveling and Engaging Procedures**

The Producer will refer to the operator's manual (located on the front of the drill) for maximum drilling and transport speed.

1. **Cylinder Locks:** Place cylinder locks on both hydraulic cylinders before transporting.
2. **Drive Lock-Out:** Ensure the drive lock-out hub is disengaged on both sides while transporting.
3. **Roadway Travel:**
  - o **Flashing hazard lights must be used at all times.**
  - o **Maintain a speed of 30 MPH or less.**
4. **At the Field:**
  - o **Remove cylinder locks and store them on the hub above the wheels.**
  - o **Turn the drive lock-out into the drive lock-in position.**

## **Notification**

The Producer must **immediately notify** the Lower Wind River Conservation District at (307) 463-0636 if the drill requires maintenance or repairs.

## **Disclaimer of Warranty**

The District provides **no express or implied warranties**, including equipment condition or fitness for a specific purpose. Equipment defects or unfitness **do not relieve** the Producer of rental payment obligations.

## **Indemnity**

The Producer shall defend, indemnify, and hold harmless the District, including its officers, employees, board members, and agents, from any and all claims, actions, suits, proceedings, court awards, costs, expenses, damages, and liabilities—including attorney fees—arising from or related to the equipment or its lease. This includes, but is not limited to, the equipment’s manufacture, selection, delivery, leasing, renting, control, possession, use, operation, maintenance, or return. Additionally, the Producer shall indemnify and hold harmless the District, its officers, employees, board members, and agents from any loss or damage to the equipment during the rental period. This indemnity clause also extends to all liability for injury, disability, or death of workers and other individuals resulting from the operation, use, control, handling, or transportation of the equipment during the rental period.

## **Insurance**

The Producer shall maintain insurance for the full replacement value of the equipment \$38,000.00 and for any liability arising from the Producer’s use and rental of the No-Till Drill. The Producer shall provide proof of insurance covering the rental of the No-Till Drill before receiving the drill.

Insurance Company Name: \_\_\_\_\_  
Address: \_\_\_\_\_  
Policy Number: \_\_\_\_\_

## **Certification**

As the Producer, my signature below certifies that I have read and understand the 10 ft. Great Plains No-Till Drill Operator’s Manual and safety placards, including all operational, maintenance, and safety requirements. I agree to adhere to those requirements and all terms and conditions of this agreement and understand that all sections of this contract are legal and binding.

Producer’s signature: \_\_\_\_\_ Date: \_\_\_\_\_  
Printed Name: \_\_\_\_\_ Cell Phone: \_\_\_\_\_  
Email: \_\_\_\_\_ Mailing Address: \_\_\_\_\_  
Tax Exempt # : \_\_\_\_\_

## No-Till Drill Equipment Checklist

Items to be checked:	Check out:	District	Producer	Check in:	District	Producer
Seed Boxes vacuumed and cleaned out						
Disk Blades						
Tires (40 psi)						
Farm implement sign (slow-moving vehicle sign)						
Electrical Hazard Lights						
Disengage drive wheel						
Acreage Counter						
Operator's Manual (in box on equipment)						
Grease Fittings (as required in Field Operating Checklist)						
Hydraulic (valve closed, hoses pulled back)						
Tongue/ Hitch assembly & pivot pins						
Transport Jack (move to the top for transport)						
Grease Gun						
Vehicle Wiring Adapter						
Other comments or concerns						

