

## 2024 Native Grass Drill Agreement

This agreement dated \_\_\_\_\_ between the Swift County Soil and Water Conservation District (SWCD) and \_\_\_\_\_ (cooperator). Through this agreement, landowners will be allowed to use the SWCD's native grass drill for a **\$100.00** user fee if delivered in county. If delivered out of county, rates are: 0-10 miles: \$175, 10-20 miles: \$250 PLUS a **\$12.00/acre** charge for a **10'** drill and **\$14.00/acre** for the **12'** drill (rates set January 2023). In addition to rental fees, a **\$100 fee** will be added if equipment is not returned in a similar condition to how it was dropped off. This means that ALL seed must be removed from seed boxes and mud cleaned from the drill. If seeding **cover crops**, the user fee will still apply, but the per acre fee will be waived for the first 30 acres, and per acre charges will be ½ rate for each acre after 30 acres.

### CONTACT INFORMATION

\_\_\_\_\_  
Mailing Address

\_\_\_\_\_  
Phone Number

### DROP-OFF AND PICK UP LOCATION

\_\_\_\_\_  
Description of drop-off/pick-up location (enter "Same" if same as mailing address)

### USE INFORMATION

\_\_\_\_\_  
Drill Used (10' or 12')

\_\_\_\_\_  
Est. Acres to be Planted

\_\_\_\_\_  
Desired Use Date

### LESSEE RESPONSIBILITIES

- A. Lessee shall exercise normal and reasonable care of the equipment while it is in his/her possession.
- B. Lessee must recognize the hazards associated with the operation of the equipment and must follow the personal safety requirements necessary to ensure the safe use and operation of the rented equipment, including but not limited to following all manufacturer safety requirements and warnings as contained in the Operator Manual included with the equipment.
- C. Lessee shall, at all times while equipment is in his or her possession and at Lessee's own cost and expense, maintain insurance against all risks of physical loss or damage to equipment and for personal and bodily injury and property damage per occurrence.
- D. The landowner or operator of the drill assumes responsibility for repairs needed due to mechanical breakdown of their own negligence (including but not limited to, flat tires, damaged jack, damaged hydraulic hoses, etc.), other than normal wear and tear and minor parts that commonly need replacing. If the drill has damaged or missing parts when the SWCD picks up the drill, the landowner or operator will be billed for the parts.
- E. Equipment use shall be limited to the location and number of acres identified. Moving equipment by the Lessee to other locations and/or use of the equipment on additional acreage is prohibited unless otherwise approved in advance by the District. Resetting or tampering with acre meters is prohibited.
- F. Lessee shall notify the District immediately upon discovering any missing parts and/or damage that may have occurred while the equipment was in his or her possession.
- G. Lessee shall not replace parts and/or repair any damage unless otherwise agreed to in advance by the District.
- H. Lessee shall be responsible for any and all physical loss or damage to the leased equipment, including the cost to repair or replace such property.
- I. Lessee must use the drill within three days (weather permitting) or the drill will be picked up and moved to the next Lessee. This will be enforced at the discretion of the SWCD.

**DISTRICT RESPONSIBILITIES:** Lessee acknowledges and agrees to the following:

- A. The District will deliver the requested equipment to the drop-off location. The District will make every reasonable effort to deliver equipment on the requested date.
- B. The District will deliver the requested equipment in good working order and free of any safety or operational defects.
- C. Upon request, the District will provide Lessee with instructions regarding the proper use and setup of the equipment. The District shall not, however, be liable for any adverse outcomes related to improper use or settings, including but not limited to poor germination, stand density and/or yield.
- D. Upon being notified of completed use, the District will pick up the equipment as soon as reasonably possible from the pick-up location.
- E. The District will record the acre-meter reading before and after planting. These readings will be used as the basis for determining additional acreage fees, if any.
- F. The District shall bill the Lessee for all planted acres, according to the final acre-meter reading, and any additional fees associated with parts and/or repairs, or refund any deposit balance, if applicable, within 30 days of being notified of completed use.

**HOLD HARMLESS AND INDEMNIFICATION:** To the fullest extent permitted by law, Lessee agrees to indemnify the District, its officers, employees, agents and others acting on its behalf, to hold them harmless, and to defend and protect them from and against any and all loss, damage, liability, cost and expenses (specifically including attorney's fees and other costs and expenses of defense), of any sort whatsoever, based upon, resulting from, or otherwise arising in connection with any actions, claims or proceedings (of any sort and from any source whatsoever brought), or any loss, damage or injury of any type whatsoever sustained, whether or not also caused in part by a party identified hereunder, by reason of any act or omission of Lessee, its officers, employees or agents, or any other person(s) or entity(ies) for whose acts or omissions Lessee may be legally responsible, in the performance of any Lessee's obligation (whether expressed or implied) under this Agreement.

**WAIVER OF LIABILITY.** Lessee understands and acknowledges the risks and hazards of using the type of equipment offered through the Drill Rental Agreement, up to and including serious bodily harm or death. Lessee hereby waives any and all claims arising out of the District, its elected officials, employees, agents and volunteers' negligent acts or omissions arising out of or in association with the leasing, maintenance, ownership and operation of equipment. This waiver does not waive liability for any injuries resulting from the willful, wanton or intentional misconduct by the District, its elected officials, employees, agents or volunteers.

**SIGNATURE**

By signing below, I, the Lessee, hereby acknowledge:

- I have hereby read, understand, and fully agree to abide by the terms as stated in this Agreement, that any infringement may be subject to additional payments, penalties or waiver of recovery from damages, and that the District reserves the right to refuse equipment rental services for any violations of any terms or conditions of this Agreement.
- The District is not responsible for the Lessee's personal safety and hereby releases the District from all liability associated with any injuries or damages incurred while in possession of, and arising out of use of, the equipment.
- The District shall not be held responsible for the outcome of the planted crop.

\_\_\_\_\_  
Lessee signature

\_\_\_\_\_  
Date

By signing below, the District hereby agrees to fulfill its responsibilities as stated in this agreement and to provide Lessee with diligent, professional, and courteous service.

\_\_\_\_\_  
District signature

\_\_\_\_\_  
Date