



1590 John Deere No-Till Drill – 15 Ft 2010 - LEASE AGREEMENT **Serial No1590X735350**

LESSOR: Grant County Conservation District
 1107 South Juniper Drive
 Moses Lake, WA 98837
 Phone: (509)-765-9618
 Cell: (509)-331-6787 (Marie)

LESSEE: Name:
 Address:

Driver's License #:
 Phone:

Crop Planting:

Date Out	
Est. Completion Date	
Date In	
Late Fee \$50 per day	\$
Estimated Acres	
Actual Acres	
Acreage Charge	\$10.00
Maintenance Fee	\$25.00
Total Prepaid	
Total Due	
Certification of Insurance	<u>Attach Copy</u>

RATES: \$10.00 per Acre
\$50.00 per day will be assessed if the drill is not returned by estimated completion date unless other arrangements have been made **prior** to keeping the drill longer. Weather often plays a part in being able to drill as scheduled.

Delivery charge, if necessary, will be by agreement of both parties.

ACREAGE DETERMINATION: Map of actual acres provided by Lessee or GWMA maps located at the district will be used.

EQUIPMENT CHECK LIST: PLEASE CLEAN OUT ALL BOXES AFTER USE

Must be initialed by an employee or supervisor of the Grant County Conservation District prior to picking up the equipment and immediately upon return of equipment. Lessee must call 509-765-9618 to schedule pick up and drop off so that a representative of GCCD is present.

Checked by (Name) _____

	Out	In		Out	In
Tires (35) psi max.	_____	_____	Hydraulic System	_____	_____
Regular Hitch w/Jack&6bolt hubs					
W/2 11L-15 10PR Tires	_____	_____	Disk Blades	_____	_____
Grease Fittings	_____	_____	Electrical Hazard Lights	_____	_____
Farm Implement Sign	_____	_____	Acreage Counter	_____	_____
(Slow Moving Vehicle Sign)					
Operating Manual (in box on equipment)	_____	_____	Grass Seed Box	_____	_____
Electronic Population Rate Control	_____	_____	Standard Seed Boots	_____	_____
Fold Over Markers	_____	_____	Smooth Side Gauge Wheel	_____	_____

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Office: (509) 765-9618 | Fax: (509) 765-4127



Front Rank Lockup/Combo Fertilizer Box ____ Grain Agitator ____
Less Open Center Kit w/Change Valve ____

TERMS & CONDITIONS: No-Till Drill Equipment if used is at Lessee's sole risk. Lessee agrees to use the No-Till Drill in a careful and prudent manner and to return it in the same condition as received: clean out all bins and fertilizer bin, normal wear from responsible use expected. Lessee shall be responsible for loss, theft, damage, or destruction of No-Till Drill and all liability for its use and transportation from the time it is checked out until such time as it is returned to the district. Lessee agrees to have insurance coverage for the entire time period the lessee is in possession of the equipment.

PARAMETERS: See operator manual for maximum usage speed and transport speed. Adjust for rough road conditions.

TECHNICAL INFORMATION: An operator's manual is maintained on the equipment and in the district office. Lessee is required to review safety precautions in the operator's manual and international safety placards on the equipment prior to transporting or operating the equipment, and must certify that lessee has read and understands all safety precautions.

SAFETY PRECAUTIONS:

FAILURE TO FOLLOW SAFETY PRECAUTIONS MAY RESULT IN DEATH OR SERIOUS INJURY. (See owner's manual)

I, the lessee, _____, certify that I have read and understand all safety precautions.

NOTIFICATION: Lessee shall notify **Andy McGuire**, WSU Extension, of their planting plans at least a week before the planned planting date. **Call 509-754-2011 Ext. 4313** or send an email andrew.mcguire@wsu.edu. Please include crop being planted, previous crop, field condition (plowed, disked, vertical tillage, heavy residue, light residue, etc.), acres and location.

In addition, lessee shall notify the Grant County Conservation District at this phone number (509-765-9618) if any of the following occur:

1. Equipment if in need of maintenance or repair
2. Estimated date of completion of equipment use changes
3. Lessee has completed use of the equipment

MAINTENANCE: Lessee shall verify prior to each use of the equipment that fittings are greased, and tire pressures are adequate (35 psi maximum). Minimum lubrication requirements are listed in the Operator's Manual.

FIELD OPERATING CHECKLIST (Maintenance):

Nuts and bolts, blades – Daily
Equipment Checklist items – Daily
Items to tighten – Every 10 hours

LUBE Bearings – Every 8 hours
 Frame pivot points: Tail gate – Monthly

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LOCATION

The No-Till Drill must be picked up and dropped off at Dan Roserburg's Farm, 13120 Road 5 NE, Moses Lake, WA 98837 (Unless prior arrangements have been made) please note below if another location is agreed upon:

Equipment lost or damaged beyond repair will be paid for by the Lessee at the regular replacement value and all damaged equipment will be repaired by the Lessor and the cost of such repairs shall be paid for by Lessee, except that the costs of normal wear (tire tread, etc.) will be borne by the Lessor.

Payment will be required, based on estimated acres prior to acquiring the No-Till Drill. Payment adjustments will be figured at the time the equipment is returned and inspected. If Lessee owes for more acres than originally estimated or for costs for repair damage, Lessee agrees to pay amount owed within 20 days. All collection fees, attorney's fees, court costs and other reasonable costs incurred by the district to collect amounts owed by the Lessee shall be paid by the Lessee. Interest charges on overdue amounts will accrue at the rate of 1% per month from the due date of the first invoice.

Payments are to be made to: **Grant County Conservation District**

DISCLAIMER OF WARRANTY: Except as otherwise expressly provided by this agreement, Lessor makes no express or implied warranty as to any matter whatsoever, including without limitation, the condition of the equipment or its fitness for a particular purpose. No defect or unfitness of the equipment shall relieve the Lessee of his obligation for payment and other charges to the Lessor provided herein, or of any other obligation under this agreement.

CERTIFICATION: My signature below, as Lessee, certifies that I have read and understand the operator's manual and safety placards including all operational, maintenance and safety requirements. I agree to adhere to those requirements and the terms of this agreement.

INDEMNITY: Lessee shall defend, indemnify, and hold harmless, Lessor, its officers, employees, board members, and agents from any and all claims, actions, suits, proceedings, costs, expenses, damages, and liabilities, including attorney fees, arising out of, connected with, or resulting from the equipment or possession, use, operation, maintenance or return of the equipment. Lessee shall further indemnify and hold harmless Lessor, its officers, employees, board members, and agents from all loss and damage to the equipment during the rental period. Lessee recognizes and agrees that included in this indemnity clause, but not by the way of limitation, is Lessee's assumption of any and all liability for injury, disability and death of workmen and other persons caused by the operation, use, control, handling, or transportation of the equipment during this rental period.

LESSEE Signature: _____ **Date:** _____

FEATURES:

Refer to Operator's Manual.

SPECIFICATIONS:

Transport speed – highway towing 25 mph on straight roads. Adjust for rough road conditions.

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