**Wood River Soil Water Conservation District**

**217 West F Street**

**Shoshone, ID 83352**

**Phone: (208) 944-3782**

**wrswcd@gmail.com**

**GREEN RANGE MASTER**

**DRILL LEASE AGREEMENT**

THIS AGREEMENT, made and entered into this \_\_\_\_\_\_\_\_\_\_ day of \_\_\_\_\_\_\_\_\_\_\_\_, 2024 by and between the Wood River Soil & Water Conservation District, hereinafter called "Lessor" and \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_­­­­­­­­­­­­­­­­­­­­­\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, hereinafter called "Lessee."

***LEASE***

Lessor, for and in consideration of the rents, conditions, and agreements hereinafter contained and agreed to be paid, shall allow use of Green Range Master Drill Year 2017:

**Wood River SWCD** – Green Range Master Drill -

Acre count\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

***TRANSPORTATION***

Transportation of the Direct Seed Drill to and from Lessee’s premises is responsibility of Lessee.

***TERM OF LEASE***

This Lease shall commence on \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_date and shall be in effect until\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_. Check out **and** check in shall be between 8:00 a.m. and 4:00 p.m. on weekdays unless otherwise agreed upon.

**RENTAL**

Lessee shall pay to Lessor the sum of ***$75.00 a day***. Prior to the drill being leased the lessee will pay a deposit equal to the acre fee. Lessee will be billed for days used along with damages that may have incurred during time of rental. Payment will be due within 30 days of date of billing. Lessee will be required to complete checklist with Lessor upon pickup & return. ***Tractor speed shall not exceed 3 miles per hour for use of the Rangeland Drill.***

**TERMS AND CONDITIONS**

The Green Rangeland drill is used at Lessee's sole risk. Lessee agrees to use the rangeland 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 from responsible use expected. Lessee shall be responsible for loss, theft, damage, or destruction of direct seed drill and all liability for its use and transportation, beginning from the time it is checked out from the district until such time as it is returned to the district. Operator should drill at speed no more than 3 miles per hour and adhere to a state local driving regulations. Adjust for rough road conditions**.**  The drill may be moved with a tractor if the lessee is within ten miles from the drill.

***Failure to comply with these terms and conditions will result in Lessee being charged for any and all repairs at current rate of repair.***

**NOTIFICATION**

Lessee shall notify Wood River SWCD @ 208-944-3782 if equipment is in need of maintenance or repair.

**DISCLAIMER OF WARRANTY**

Except as otherwise expressly provided by this agreement, Lessor makes no express or implied warranty, as to any matter whatsoever, including, and 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 the Lease, including without limitation, the manufacture, selection, delivery, leasing, renting, control, 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 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.

**INSURANCE**

Lessee shall maintain insurance for the full replacement value of all equipment

$ 44,000.00 and for general liability from the time the equipment is picked up by Lessee until it is returned to Lessor. Lessee shall provide proof of such insurance.

LESSEE signature \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Date \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Insurance Co. Name\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Phone \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**MAINTENANCE & PENALTY**

Lessee shall verify prior to each use of the equipment that fittings are greased and tire pressures are adequate (32 psi). **IMPORTANT: Do not use CLAY based grease. John Deere TY 6431 SD polyuria grease is preferred.** Drill box must be vacuumed out **or cleaned with compressed air before return. Penalty of $100.00 charged for equipment returned without above cleaning and maintenance care.**

**TECHNICAL INFORMATION**

An operator's manual is maintained on the equipment and a copy is also located at the Wood River SWCD’s 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 understood all safety precautions.

**SAFETY PRECAUTIONS**

FAILURE TO FOLLOW SAFETY PRECAUTIONS MAY RESULT IN DEATH OR SERIOUS INJURY. (See Operator’s Manual)

I, \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, the Lessee, certify that I have read and understand all safety precautions and agree to all sections of this contract as binding.

Signature:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Date\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

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

Home Phone\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Cell Phone\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

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