

INDIANA COUNTY CONSERVATION DISTRICT
435 HAMILL RD, INDIANA, PA 15701
PHONE: (724) 471-4751

No-Till Drill Equipment Rental Requirements

LEASE: Lessor hereby leases to Lessee, and Lessee hereby leases from Lessor a Great Plains No-Till Drill, 706 NT, serial # 008039 or ("Equipment") for the following use rate payable as follows

- Minimum of \$75 per rental
 - \$15.00/acre
- \$12.00/acre for cover crops

Failure to complete planting in a timely manner will void contract. Timely use will be declared by Lessor based on amount of acres. 14 acres per day is timely. If drilling 14 acres or less, one day is permitted, timely drilling of larger acreage's will be based on 14 acres per day. (Lessor may consider weather and ground conditions when determining voiding of a contract or charging a daily fee.) If not used in a timely manner a daily fee shall be charged for time equipment is not available for lease to other parties.

DELIVERY: The Lessee will be responsible for transporting the equipment.

NO WARRANTIES BY LESSOR: Lessor makes no warranty, expressed or implied, to anyone as to the fitness, merchantability, design, condition, capacity, performance, or any other aspect of the equipment or its components, and its workmanship. Lessor further disclaims any liability for loss, damage, or injury to Lessee or third parties as a result of any defects, latent, or otherwise, in the equipment, whether arising out of Lessor's negligence or application of the laws of strict liability. As to Lessor, Lessee leases equipment "as is".

CARE, USE, AND LOCATION: Other than normal maintenance, the Lessee, at its own cost and expense, shall maintain and keep the equipment in good repair, condition and working order, shall use the equipment lawfully and shall not alter the equipment without Lessor's prior written consent. The equipment shall be used at the following location(s):

On land owned and/or operated by the lessee.

The equipment shall not be removed from the location(s) above without Lessor's written consent. Lessor shall have the right to inspect the equipment at any reasonable time.

INSURANCE: Lessee shall carry public liability insurance and property damage insurance covering the equipment and its use (or may be self insured and able to prove ability to replace equipment, if needed). By signing this contract you agree to these conditions. All insurance shall be in a form approved by Lessor.

INDEMNITY: Lessee shall indemnify and hold lessor and /or the County of Indiana harmless from, and defend Lessor and/or the County of Indiana against, any and all claims, actions, suits, proceeding costs, expenses, damages, and liabilities, including attorney fees, arising out of, or connected with, resulting from the Lessee's use of the equipment or this lease.

MISCELLANEOUS: This lease is binding upon the heirs, personal representatives, successors and assigns of the parties hereto.

ADDITIONAL CONDITIONS:

- Lessee will be subject to a visual inspection of tillable land prior to rental if deemed necessary by the District.
- Rental includes normal wear and tear of machine.
- Lessee will have the responsibility to review condition of the Drill upon accepting equipment for use. Lessor will confirm any declaration of condition.
- Lessee will be responsible for the cost of any damages to the machine as well as damages associated with improper use or during hauling. Lessor shall charge a fee for those damages.
- Lessee will be responsible for cleaning drill at completion of work (i.e. vacuum or remove seed left in the hoppers) Failure to clean drill will result in a \$25 clean out fee by Lessor.
- Lessee will be responsible for oiling the chains. Failure to oil the chains will result in a \$25 fee by Lessor.
- Lessee must be 18 yr. old to establish contract.
- The Lessor cannot guarantee that the equipment will be available on a pre-scheduled day due to weather conditions that could delay other users who have possession of equipment beforehand.
- Lessee (Customer) must complete this form and submit the \$75.00 non-refundable deposit to the District before equipment can be rented. **NO PHONE RESERVATIONS MAY BE MADE.**
- Deposits will be applied to the rental fee for all acreage planted. Lessee will be billed for the balance.
- Payment must be made in full within 30 days from date of invoice.
- Lessee is responsible for transporting the equipment to and from District office.
- Lessee must pick up equipment during normal business hours: Monday – Friday, 8 AM – 4 PM, and notify a district representative 24hrs prior to anticipated pickup time.
- A Heavy duty (3/4 ton or larger) truck is required to transport the equipment. Safety chains must be fastened to the truck's frame or hitch. Cannot drive on Interstate-highways. Must not drive over 25MPH.
- A 55 HP or larger tractor and one set of hydraulic remotes is required.
- Lessee will store the equipment in a covered building or shelter whenever possible
- Please call the District office if return is after hours to confirm your return.