

**John Deere no-till drill rental agreement**

**Barton County SWCD  
701 E 12<sup>th</sup> Street Lamar MO 64759  
417-682-3571**

**RENTAL RATE:** \$18 per acre, plus \$200 minimum charge payed at pick up. Acres will be determined by the drill meter. Drill usage will be based on drilling 30 acres per day minimum. Drills kept longer than this rate will be charged \$100 per day.

**TERMS:** Rental fees will be billed to the renter. Payment to be made within 30 days after billing. If payment is delinquent after the 30 days a 10% interest on entire bill will be added to all balances not paid within thirty days of initial billing. A monthly 10% charge will be added to the balance per month thereafter. Renter agrees to pay all reasonable attorney's fee and legal expenses allowable by law, incurred by rentee in collection proceedings of past due accounts.

**METHODS OF USE/RESPONSIBILITIES**

1. Drill shall not be requested for use until renter is ready for seeding (ground prepared, seed on hand, etc.) Barring weather and mechanical problems. Keeping equipment past reasonable time limits, as judged by the District Staff will result in a daily charge of \$100.
2. Maximum speed not to exceed rating on drill tires.
3. Renter agrees that drill is in good working condition and that he/she has examined the drill to ensure that it is free from defects.
4. Drill will be used only on fields suitable for crop or hay. Suitability of ground is at the discretion of the Barton County SWCD technician.
5. Renter will use the drill for the purpose for which it is designed and not for any other purpose.
6. Renter shall during the rental term keep and maintain the drill in good condition, repair and shall be responsible for any loss, casualty, damage or destruction to said drill, renter also agrees to return the drill in its present condition, reasonable wear expected.
7. A \$100 fee will be charged if the drill is not returned lubricated, clean and free of seed.
8. Renter will not alter, modify or attach anything to the drill. No fertilizer will be allowed in drill.
9. Make sure drill is fully raised up when turning.
10. Renter shall be solely responsible for all calibrations and settings required for seed type.
11. Renter shall be solely responsible for stand failure.
12. Subleasing or moving the drill between users is not allowed. And will result in a penalty fee of \$100.
13. Renter shall indemnify the BCSWCD against, and hold BCSWCD harmless from, any and all claims, actions, suits, proceedings, costs, expense, damages and liabilities, including attorney fees, arising out of, connected with or resulting from the equipment or the lease, including without limitations, the manufacture, selection, delivery, leasing, renting, control, possession, use, operation, maintenance or return of the drill. Renter shall further indemnify BCSWCD, and hold BCSWCD harmless from all loss and damage to the drill during the rental period. Renter recognizes and agrees that included in this indemnity clause, but not by way of limitation, is the renter's assumption of any and all liability for injury, disability and death of the drill operator or any other persons caused by the operation, use, control, handling or transportation of the drill during the rental period.
14. Renter must show proof of insurance on vehicle that is transporting the drill.
15. It is the renter's responsibility to use the safety chain, maintain proper tire pressure and disengage rear wheel during transportation of drill.

I completely understand and agree to the terms of this contract. *Initials:* \_\_\_\_\_

SIGNATURE: \_\_\_\_\_

DATE: \_\_\_\_\_

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RENTAL STATEMENT

Name: \_\_\_\_\_

Phone: \_\_\_\_\_

Address: \_\_\_\_\_

Estimated Acres: \_\_\_\_\_

City: \_\_\_\_\_

Zip: \_\_\_\_\_

DATE REQUESTED: \_\_\_\_\_

DATE SCHEDULED: \_\_\_\_\_

RETURN DATE: \_\_\_\_\_

.....  
\_\_\_\_\_ Acres X \$X = \_\_\_\_\_

Ending Acres: \_\_\_\_\_

Amount Due: \_\_\_\_\_

Starting Acres: \_\_\_\_\_

Minus Minimum held: \_\_\_\_\_

Acres Planted: \_\_\_\_\_

Other Fees (retrieval/damage): \_\_\_\_\_

Crop Planted: \_\_\_\_\_

TOTAL AMOUNT DUE = \_\_\_\_\_

**Payment to be made within 30 days after billing.** If payment is delinquent after the 30 days, the full amount due plus 10% interest on entire bill will be added to all balances not paid within thirty days of initial billing. A monthly 10% charge will be added to the balance per month thereafter.

**\*Please make check payable to Barton County SWCD\***

For office use only, do not write below this line.  
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Minimum Paid: \_\_\_\_\_ Check #Amt: \_\_\_\_\_ Fields Planted: \_\_\_\_\_

Balance Paid: \_\_\_\_\_ Check #Amt: \_\_\_\_\_

Received By: \_\_\_\_\_

Billing Date: \_\_\_\_\_