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Equipment Rental Agreement

2016 Land Pride 606NT Drill

The Land Pride 606NT:

- 40 HP minimum tractor size and requires 1 hydraulic circuit; 60 HP recommended if using equipment on hilly ground
- Pull type (no trailer required); **maximum driving speed is 20 mph**
- 9 rows at 7.5" spacing (67.5" swath)
- Opener depth range is 0-3.5"
- Transport width: 8' 10", length: 11' 5", height: 5' 1"
- Maximum weight (empty): 2700 lbs., maximum weight full: 4600 lbs.
- Acrometer to assist with seeding rate calculations

AND WE ARE OFFERING THE USE OF THIS EQUIPMENT FOR FREE! The Yamhill Soil & Conservation District (Yamhill SWCD) received grant funds from the Pesticide Stewardship Partnership Program through Oregon Department of Agriculture and Department of Environmental Quality to provide services to reduce risk of pesticides entering waterways from erosion.

Weekday:

FREE TO YAMHILL COUNTY LANDOWNERS: A Yamhill SWCD staff member will transport the drill to and from your property and provide a brief orientation to the equipment.

Weekend:

FREE TO YAMHILL COUNTY LANDOWNERS: A Yamhill SWCD staff member will transport the drill to and from your property and provide a brief orientation to the equipment. ***Equipment transportation is not available on Saturdays or Sundays.***

Security Deposit: \$150 Refundable Cleaning Deposit

A \$150 refundable deposit is due from the renter at the time of this signed agreement. The deposit is for any cleaning and /or equipment damages incurred by the renter for equipment returned in a condition less than what it was delivered and will be applied at the district's discretion for cleaning, damages incurred, other than normal wear or tear, and/or replacing missing or broken parts. Equipment cleaning instructions will be provided.

Certificate of Insurance:

When returning this signed agreement please provide a certificate of insurance coverage that shows the Yamhill Soil & Water Conservation District (Yamhill SWCD) as additional insured with respect to liability arising out of the use or rental of the equipment as provided by contract. There is an example of an additional insured form at the end of this document (exhibit 1).



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Delivery/pickup:

A Yamhill SWCD staff member will transport the drill to and from your property. Equipment pick up/drop off appointments are scheduled Monday-Friday. Please allow time for the Yamhill SWCD representative to orient the user to the implementation of the equipment and to conduct an inspection of the unit upon return.

Custom Seeding:

The Yamhill SWCD does not offer custom seeding services but can provide a list of contract operators for custom services. Custom contractors should make rental arrangements directly with the district.



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EQUIPMENT OWNER: Yamhill Soil and Water Conservation District (District)

RENTER:

Name: _____

Address: _____

Phone: _____

Email: _____

RENTAL INFORMATION:

Delivery Date: _____

Time of Delivery: _____ Driver: _____

Return Date: _____

Number of Days: _____

Est. Acres: _____ Actual Acres Seeded: _____

Renter has provided a valid driver license or ID: _____

Please provide a copy of your driver's license or a state issued ID with this rental application.

Certificate of insurance: _____

(Initials indicate this information has been received/provided and a copy is attached)

A Contract Copy, Operator's Manual, and Cleaning Instructions will be provided to Renter.

Security Deposit of \$150: _____

(Initials indicate that a check has been received for the deposit)

Security deposit check will be refunded if drill is clean and undamaged at return inspection.

Yamhill Soil and Water Conservation District contacts:

Office (general number): 503-472-6403, Monday-Friday 8:00 am – 5:00 pm.

To make a reservation, ask questions regarding operating the drill or arrange for pickup/return:

Marie Vicksta: 503-376-7606; Mon-Fri, 8 am - 5:00 pm

Email: marie@yamhillswcd.org

After-hours emergencies:

Primary: Marie Vicksta, (920) 540-5544

Backup: Larry Ojua, (503) 949-7163 (leave message if no answer).

Notify District Immediately if:

- **Equipment is in need of maintenance or repair, or is out of alignment**
- **You need to change the date or time for returning the equipment**
- **You are finished using the equipment. Someone else may be waiting to use it.**

Delivery/Pick up Arrangements: Pickup and return are by appointment only.



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INSTRUCTIONS for the TRANSPORTATION, OPERATION, and RETURN of the LAND PRIDE 606NT NO-TILL DRILL

Renter agrees to:

- Use the drill only on fields capable of being mowed and containing no rocks, stumps, or other debris that will damage the drill. Do not till/prepare fields before using the drill.
- Transport the unit on the road in a safe and prudent manner. Road speed for unit transport **not to exceed 20 mph**.
- **Raise the coulters, discs, and presswheels off the ground when making turns and when backing up.**
- Clean out all seed and debris before returning drill. See Cleaning Procedures handout provided by the District. Vacuum/air gun seed boxes and seeder holes; shake out/blow out tubes. Do not put water in seed boxes or tubes.
- Clean mud and manure off the coulters, double discs, disc scrapers, presswheels, and tires. See Cleaning Procedures handout.
- Grease fittings if needed during use, and before returning drill. See Manual.
- Return all pins and clips that the District provided. Confirm that no parts are missing, including seed setting knobs, hydraulic cylinder spacers, seed tube collars, and pins.
- Return the notebook that contains the operator's manual, etc.
- Pay \$150 refundable security deposit: ____ By initialing I indicate my understanding that the district will deduct necessary fees for cleaning, damages and/or missing or broken parts, or fertilizer put in the seed box. **An inspection will be done at delivery and upon return of the equipment with the driver and renter.**

OPERATING THE DRILL:

Tractor: This drill requires a 40 HP tractor with remote rear hydraulic hookups. Verify prior to using the equipment that your hydraulic hookups fit the hoses on the drill, fittings are greased, and tire pressures are adequate. Please refer to manual for seeding rates and instructions for drill operation.

Do not put fertilizer in the seed boxes!

Turns and corners: This drill is designed to go in straight lines. Taking corners puts a side force on the coulters, double discs, and presswheels. As you approach the end of the field, reduce your tractor speed and use the hydraulics to lift the coulters, double discs, and presswheels completely out of the ground before you begin your turn, and lower it only after you have completed the turn. After the turn, make sure both tires are making contact with the ground again and accelerate your tractor to operating speed. *Super-gentle turns* of less than 10-15 degrees are okay, but don't pull the drill in concentric circles or around corners. It greatly increases wear and can cause damage that will require repair/replacement. You may want to check the coulter and disc depth again after you have completed your turn and lowered the drill.



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Parking the drill: Lower the unit to the ground and lower the drill jack. If the drill will be parked overnight, place the hydraulic cylinder lockup spacers. Disconnect all hydraulic and electrical connections to the tractor before unhitching the drill from the tractor. **Do not back up drill with coulters lowered.**

TERMS & CONDITIONS:

This drill is used at renter's sole risk. Renter agrees to use the drill in a careful and prudent manner and return the drill in the same condition as received. Renter agrees that the drill will be used only on fields capable of being mowed and containing no rocks, stumps, or other debris which will damage the drill. Renter agrees to clean all seed, soil, mud and debris from seed boxes, seed tubes, and all moving parts before returning the drill to the District.

While normal wear from responsible use is expected, renter shall be responsible for loss, theft, damage, or destruction of drill and accessories. Renter shall be responsible for all liability for equipment use and transportation from the time it is by the District until it is picked up by District. Equipment that is lost or damaged beyond repair will be paid for by renter at the regular replacement value. All damaged equipment will be repaired by District and the cost of such repairs and replacement parts shall be paid for by renter, with exception for costs of normal wear (discs, tire tread, etc.) will be borne by District.

District will bill renter for all fees and other costs incurred. Renter agrees to pay all rental charges and costs to repair damage (above \$150 deposit when applicable) within **10 business days** of bill date. **For unpaid equipment charges:** Renter shall pay all collection fees, attorney's fees, court costs, other reasonable costs incurred by District to collect amounts owed.

If renter misuses the drill or the drill incurs damage due to apparent negligence, renter may be determined to be ineligible to rent/borrow equipment from the District in the future.

It is renter's responsibility to ensure that his/her tractor, hydraulic lines are in good operating condition and can operate the drill in the field and to ensure that their tractor can pull the unit safely. See "**Instructions for the Transportation, Operation, and Return of the Land Pride 606NT Drill**" above.

Upon completion of use, renter agrees to set up an appointment to return the drill.

DISCLAIMER OF WARRANTY: Except as otherwise expressly provided by this agreement, District makes no expressed 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 of the equipment shall relieve renter of his/her obligation for payment to District provided herein, or of any other obligation under this agreement.



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INDEMNITY: Renter is responsible for any accidents resulting from the transportation or use of District equipment. Renter shall indemnify District against, and hold District harmless from, any and all claims, actions, suits, proceedings, costs, expenses, damages, and liabilities, including attorney's fees, arising out of, connected with, or resulting from the equipment or the rental agreement, including without limitation, the manufacture, selection, delivery, leasing, renting, control, possession, use, operation, maintenance or return of the equipment. Renter shall further indemnify District and hold District harmless from all loss and damage to the equipment during the rental period. Renter recognizes and agrees that included in this indemnity clause, but not by way of limitation, is renter's assumption of any and all liability for injury, disability and death of workers and other persons caused by the operation, use, control, handling, or transportation of the equipment during rental period.

By signing, I certify that:

- ***I have read and will adhere to the terms of this Agreement***
- ***I have received and read the Instructions for the Transportation, Operation, and Return of the Land Pride 606NT Drill, which is part of this Agreement, and agree to its terms***

Renter' signature: _____

Date: _____

District Representative: _____

Date: _____



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Equipment Checklist at Check out

Checked by (name) _____

Tires (max 60 PSI): ____	Coulters: ____	Wiring for lights: ____
Jack: ____	Double Discs: ____	Seed setting knobs: ____
Hydraulic, spacers & clips: ____	Scrapers: ____	Seed boxes: ____
Fittings greased: ____	Presswheels: ____	Seed tubes: ____
Drag Chains: ____	Wear points: ____	Bungee for hydraulic hoses: ____
Drive Chains: ____	Nuts and bolts: ____	Operator's Manual: ____

Drill is clean and fully operational (employee initials): _____

Equipment Checklist at Check in

Checked by (name) _____

Tires (max 60 PSI): ____	Coulters: ____	Wiring for lights: ____
Jack: ____	Double Discs: ____	Seed setting knobs: ____
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Fittings greased: ____	Presswheels: ____	Seed tubes: ____
Drag Chains: ____	Wear points: ____	Bungee for hydraulic hoses: ____
Drive Chains: ____	Nuts and bolts: ____	Operator's Manual: ____

Drill is clean and fully operational (employee initials): _____

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**ADDITIONAL INSURED – LESSOR OF LEASED
EQUIPMENT – AUTOMATIC STATUS WHEN
REQUIRED IN LEASE AGREEMENT WITH YOU**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

A. Who Is An Insured (Section II) is amended to include as an additional insured any person or organization from whom you lease equipment when you and such person or organization have agreed in writing in a contract or agreement that such person or organization be added as an additional insured on your policy. Such person or organization is an insured only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your maintenance, operation or use of equipment leased to you by such person or organization.

A person's or organization's status as an additional insured under this endorsement ends when their contract or agreement with you for such leased equipment ends.

B. With respect to the insurance afforded to these additional insureds, this insurance does not apply to any "occurrence" which takes place after the equipment lease expires.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – LESSOR OF LEASED EQUIPMENT

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name of Person or Organization:

(If no entry appears above, information required to complete this endorsement will be shown in the Declarations as applicable to this endorsement.)

WHO IS AN INSURED (Section II) is amended to include as an insured the person(s) or organization(s) shown in the Schedule, but only with respect to their liability arising out of the maintenance, operation or use by you of equipment leased to you by such person(s) or organization(s), subject to the following additional exclusions:

This insurance does not apply:

1. To any "occurrence" which takes place after the equipment lease expires;
2. To "bodily injury" or "property damage" arising out of the sole negligence of the person or organization shown in the Schedule.