



Monument
Soil & Water
Conservation District

Phone & Fax: 541-934-2141 -- PO Box 95 -- 311 Wilson St, Monument, OR 97864 -- www.monumentswcd.org

RANGE DRILL RENTAL AGREEMENT

Date _____

Contract # _____

The following parties agree to the terms of this agreement:

Monument Soil & Water Conservation District
311 Wilson St
Monument, OR 97864

Hereafter called "District"

And

Name (responsible persons or entity): _____

Address: _____

Delivery Location: _____

Place of Use: _____

Phone: _____ Fax: _____

Email: _____

Hereafter called "Renter."

The parties agree as follows:

1. Equipment: District rents to Renter a P&F Services 5' Range Drill, hereafter called "Drill" for use of seeding consistent with soil conservation practices.

2. Delivery and Moving of Drill: Renter acknowledges that other parties may be utilizing the Drill, and its availability at a particular date cannot be assured. District is not responsible for delays in delivery resulting in use of Drill by others. District is not responsible for any equipment failure, weather or soil conditions, or other delays. Renter shall use diligence to complete Renter's seeding project and notify District upon completion.

District shall cause Drill to be delivered to the location agreed upon between Renter and District. Renter agrees to pay District the delivery charges as indicated in Section 13 of this agreement for the delivery of the Drill to Renter's location. Renter must provide suitable tractor and operator at the time of delivery and pick-up for unloading and loading of the Drill. Renter may use a tractor or other suitable vehicle to move the Drill from

field to field. Renter may NOT tow the Drill on a public road. **Renter is NOT allowed to provide the Drill to others.**

3. Condition, Cleaning & Maintenance: Renter acknowledges having inspected the Drill and has found it to be in apparent satisfactory condition and clean of seeds, fertilizer, pesticides, and debris, unless otherwise indicated in Section 13.

Renter shall use the Drill in a careful and prudent manner in accordance with manufacturer's specifications and industry standards. Renter shall use Drill in a safe manner, and will take reasonable care of Drill while in Renter's possession or at location designated by Renter.

Renter shall give up possession of Drill in clean condition, free of seeds and debris. If District determines the Drill is not properly cleaned when returned, then Renter shall pay a cleaning fee as indicated in Section 13.

District is responsible for ordinary maintenance and repair of Drill; PROVIDED HOWEVER, Renter shall be responsible for costs of any repairs to Drill resulting from Renter's improper use, and any damage resulting from Renter's negligence. Renter shall promptly notify District of any repairs that may be required for Drill to be in good and safe operational condition.

4. Planting Acreage: Renter agrees to provide District with an estimate of the number of acres the Renter intends to plant. Within 5 days of completion of planting, Renter shall provide District with actual acres planted, hereafter referred to as "Reported Acres".

Utilizing Farm Service Agency aerial maps, or other source, Reported Acres planted may be confirmed by District. In the event actual acres planted are found to be 10% over Reported Acres, Renter will be disqualified from renting Drill in the future. Renter may ask for review of such determination by the governing Board of District. Such determination by Board shall be final as regards all such matters, including facts and disqualification.

5. Payment: Renter agrees to pay for the delivery of Drill, the use of the Drill in the amount of \$ 12.00 per acre planted, and any other charges that result from the use of the Drill. Renter shall pay a deposit in the amount of \$100 for drill use which will be applied to the total costs of use incurred.

Payment for Drill use shall be made within 30 days of billing date. Billing shall be based upon Reported Acres planted and other fees, including delivery charge as set forth below. If Renter fails to pay such amount billed in full within 30 days of date of such billing, penalty shall accrue at the rate of 18% APR calculated for each month of delinquency.

6. District Held Harmless: District is not responsible for any injuries to persons or damage to property while Drill is in possession, control of, or upon property designated by Renter. In consideration of renting the Drill, Renter agrees to defend, hold harmless and indemnify Monument Soil and Water Conservation District, its officers, employees, board members and agents from any and all liability, damages, costs, expenses and attorney fees arising out of renter's negligence while engaged in the activities arising out of this agreement.

7. No Warranty: District makes no representation or warranty, either expressed or implied, regarding the probable success of Renter's seeding project, nor of success of use of Drill, nor of the applicability or suitability of Drill for Renter's purposes. Renter is responsible for making proper adjustments to Drill for proper seed delivery. Renter is responsible for determining that soil conditions are suitable for proper Drill operation.

8. Agreement Subject to Other Laws: District is a Soil and Water Conservation District formed and operated pursuant to Oregon Revised Statutes Chapter 568. Renter shall utilize Drill in accordance with all federal, state and local laws, rules, and regulations without limitation, and applicable provisions of the Oregon Revised Statutes, The District, the U.S. Environmental Protection Agency or the Department of Environmental Quality. Renter shall not utilize the Drill to apply pesticides. Renter shall be solely responsible for paying any fines or penalties incurred as a result of any improper or illegal operation of the Drill.

9. Non-Discrimination: Neither party shall discriminate or permit discrimination against any individual or group on the grounds of age, race, creed, color, national origin, religious preference, sex, disability or marital status in any way related to this agreement.

10. Records; Non-Assignment; Non-Amendment; Entire Agreement: Renter shall not assign, transfer, convey, sublet or otherwise dispose of this agreement or any of Renter's right, title or interest therein, nor the power to execute this agreement, without the prior written consent of District.

No waiver, modification or amendment of this agreement or any part thereof shall be valid unless in writing and duly executed by both parties. A waiver of any breach hereof shall not prevent forfeiture for any succeeding breach.

This agreement contains the sole and entire agreement between the parties and shall supersede all other agreements, if any, between the parties relating to Drill. Any other statements or representations made by either party are void and have no force or effect.

11. Enforcement, Costs and Fees: In the event that either party must enforce the terms herein, the prevailing party shall be entitled to attorney fees and costs for such enforcement, including appeal.

12. Binding Agreement: This agreement shall be binding not only upon the parties hereto, but upon their successors, heirs, assigns and personal representatives.

13. Rental Rates and Fees:

\$12.00 per acre with a 10-acre minimum of \$120.00.

Delivery Charge: \$45.00 plus \$5.00 per mile.

Equipment Deposit: \$100.00

Extra Day Fee* \$30 per day.

Cleaning Fee (if equipment is returned dirty) \$50.00.

Repair Fees (should the equipment be damaged beyond normal wear and tear)

Parts: Actual Costs of Parts

Labor: In-House = \$45/hour, Outsourced = Actual Costs

* The Renter is allowed a certain amount of time to use the Drill, based off of the estimated number of acres to be seeded. The Renter is allowed one (1) day for every 15 acres to be seeded, plus a first and a last day. Any additional days the Renter keeps the Drill will be charged a Extra Day Fee unless other prior arrangements are made with the District. For example, a Renter planting 40 acres would be allowed 5 days of use for the Drill: 1 day for drill delivery, 3 days for seeding, and 1 day for cleaning and drill return.

14. Signatures of Acceptance and Approval of Rental Agreement

Estimated Acreage to be planted _____ac

Estimated Rental Dates: From _____ To _____

Deposit Due: \$100.00

Delivery Signatures

- The Drill is being delivered in good working order and is clean from excess dirt, grease, and seed material.
- The Drill is delivered dirty or damaged as indicated below.

Description: _____

District : _____ Date: _____

Renter : _____ Date: _____

Return Signatures

- The Drill is being returned in good working order and is clean from excess dirt, grease, and seed material.
- The Drill is returned dirty or damaged as indicated below.

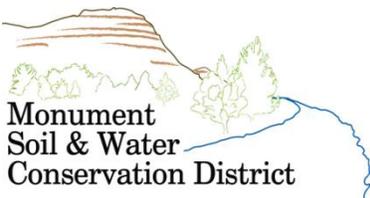
Description: _____

District : _____ Date: _____

Renter : _____ Date: _____

To be filled out by District from information provided by Renter:

Reported Acres planted: _____ Date Finished: _____



Range Drill Operations Information

The minimum tractor size that can be used to pull the range drill is 60hp, and preferably a 4-wheel drive tractor. This should work if the terrain to be seeded is relatively flat. A larger tractor (80-100hp) is needed for areas with hills and steeper terrain. The additional horsepower is needed to pull the drill up hills, but is primarily needed to keep the drill from pushing the tractor down the hill and the operator losing control. A smaller tractor will not have the stopping power needed to keep the drill from pushing the tractor down steeper grades. The operator should ascend and descend hills parallel to the hill. They should not drive diagonal to the hill as this will increase the chance of a roll-over. The tractor must have hydraulic connections that can be used to raise and lower the disks.

The disk should be pulled at approximately 5 mph, but this speed will be affected by soil conditions, obstacles, and terrain. Pulling the disk too fast will make the disks bounce, and cause skips where the disk plates will not open a furrow and seed will be dispensed on the surface.

The drill should NEVER be backed up with the disks lowered! This will cause damage to the drop tubes and possible damage to the disks. **Always lift the disks before backing up.**

The disks should be lifted up when passing over obstacles such as logs or rocks. Leaving the disks lowered when encountering these types of obstacles may cause damage to the arms, disks, and drop tubes.

The lever that engages and disengages the seed dispensing system should always have the keeper installed, regardless of what position the lever is in. If the keeper is not installed when the seed dispensing lever is engaged, the lever could bounce out of the engaged position and seed would stop being released. If the lever is in the disengaged position and the keeper is not installed, the lever could bounce into the "engaged" position while the drill is being towed and the seed delivery drive system would be damaged.

The range drill should never be towed on a public road. The machine does not have the proper placards required to be legal on public roads, and the tires are not designed for faster speeds.

The drill requires daily lubrication in two areas. Each disk has one bearing that needs to be greased twice each day. The lift arm that lifts each disk needs to be greased once each day. Only a small amount of grease is required each time the fitting is lubricated.

Seed quantity adjustments. The drill plants a 5 foot wide swath. It takes 1.65 miles or 8,712 feet of travel to cover 1 acre. The operator can determine how much seed they are planting by filling the seed hoppers completely full, and then traveling the 1.65 miles to complete an acre of seeding. The operator would then determine how many pounds of seed it takes to re-fill the seed hoppers. This would determine how many pounds per acre are being planted. The operator could choose to travel half of the distance indicated above and cover 1/2 of an acre, and then double the amount of seed required to fill the hoppers to determine how many pounds of seed per acre are being planted. To reduce the amount of seed being planted, move the adjustment handle to the left. To increase the amount of seed planted, move the adjustment handle to the right. Since each variety and each seed mix has a different density, there is no specific setting that will deliver a pre-determined amount of seed.

Proper soil conditions are required for optimum seed placement and performance. The disks are designed to plant seed at a depth of approximately 1/2". If soil conditions are too dry, the drill is pulled too fast, the soil is too root-bound, or there is too much litter on the soil surface, the disks may not be able to cut through the soil to the proper depth. This will result in seed being planted too shallow or dropped on the soil surface. If the soil is too wet, the disks may cut too deep of a furrow, the drag chains will have a difficult time properly covering the seed, the wet soil may cling to the disks and cause them to not cut furrows of the proper depth, and the tractor will have a more difficult time pulling the drill. The drill will not function properly in frozen soil.