



DISTRICT EQUIPMENT RENTAL AND USE AGREEMENT

STATE SOIL CONSERVATION COMMITTEE

SFN 50505 (11-95)

This agreement is entered into between the Dunn County Soil Conservation District ("District") and

Name: _____ ("Cooperator")

Address: _____

Phone Number: _____ **Cell Phone Number:** _____

Crop to be seeded _____ Season/Month to seed _____

Is this seeding under contract with a seeding deadline? YES NO

This agreement governs the rental and/or use of equipment and /or materials, provided by the District, for use by the Cooperator, in the application and maintenance of those conservation measures agreed upon by the District and Cooperator on the following land. ("the land")

Legal Description: _____

Please attach a map and highlight the acres to be seeded

Authority to enter into this agreement is found in N.D.C.C.SS 4-22-26.

*The District will provide the following equipment and/or materials for a period of _____ days to be used within the Dunn County Soil Conservation District. 15-foot 1590 John Deere No-Till Drill

*The District will provide for repairs and maintenance required as a result of normal use and wear, as determined by the District. The District will also instruct the Cooperator in the operation of this equipment and/or materials.

*The Cooperator agrees to pay \$10.00/acre for the use of this equipment and/or materials or pay \$12.00/acre for an employee of the DCSCD to transfer the drill. \$300.00 Deposit. The Cooperator shall comply with all federal, state and local laws and ordinances applicable to use of the neglect or abuse resulting to this equipment and /or materials.

*The Cooperator shall indemnify and hold harmless the District and its officers, agents and employees from any and all liability or claims in connection with this agreement or the equipment and/or materials subject to this agreement, including, but not limited to, the selection, delivery, use, operation, or return of such equipment and/or materials.

The Dunn County Soil Conservation District does not guarantee an established grass/crop stand.

The minimum charge for the rental of the drill is \$100 nonrefundable and \$50 for transportation of drill.

*Acres will be calculated according to the Conservation Plan Maps.

*The Cooperator will begin seeding as soon as possible after the drill has been delivered. Payment is required at the time this agreement is entered into. The district will hold the Cooperator's check until the seeding is complete.

Thereafter, if the Cooperator seeds more or less acres than what is shown on this agreement, the Cooperator will submit a check for the correct amount.

**The producer is required to provide their own pin for transporting the drill.

**The producer is required to provide their own adaptor for lights

**The Dunn County SCD is not responsible for the drill calibration. The Cooperator must constantly monitor the seed delivery, seeding rate, and the seed placement.

** Please DO NOT reset the acre meter

**The boxes and tubes need cleaned out after use. Put disks down on ground this will help make sure the seed tubes are completely cleaned out. Failure to do so will result in a \$300.00 charge.

**The Dunn County SCD reserves the right to refuse service to anyone

District Supervisor/Date

Cooperator/Date

PLEASE FILL OUT THE FOLLOWING INFORMATION: Checks can be payable to DCSCD

ESTIMATED:

ACRES TO BE SEEDED: _____ (acres off of map)

AT \$10.00/ACRE for producer to transfer or at \$12.00/ACRE for Employee of DCSCD to transfer

TOTAL AMOUNT DUE: _____

CHECK # _____ AMOUNT _____

** A check for the total amount due must accompany this agreement form

\$300 DEPOSIT MUST ALSO ACCOMPANY THIS FORM

CHECK # _____

DCSCD OFFICAL USE ONLY:

ACTUAL TOTALS:

DATES SEEDED: _____

TOTAL ACRES FROM METER: _____

DIFFERENCE FROM MAPPED ACRES _____

TOTAL AMOUNT DUE: _____

TOTAL AMOUNT PAID: _____

BALANCE: _____

CHECK # _____ AMOUNT _____