

LINGLE FORT LARAMIE CONSERVATION DISTRICT

224 Main Street, Lingle, WY 82223

(307) 534-5768

NO-TILL DRILL LANDOWNER/OPERATOR AGREEMENT

A minimum of 75-horsepower tractor is required.

A \$1,000.00 damage and \$100.00 Cleaning deposit are required prior to the delivery of the equipment to the landowner/operator. This deposit will be refunded if the equipment is returned without damage, is properly cleaned and no infringement upon this agreement has been made.

RENTAL CHARGES FOR USE OF THE NO-TILL DRILL WILL BE:

- A fee of \$12.00 per acre will be charged for all planted acres according to the acre counter. **No adjustments will be made to the acreage on the counter.**
- It is also agreed that these charges will be paid within 30 days from the date of invoice. **A monthly service charge may be added after 30 days.**

LFLCD will not be responsible for ordering seed, loss of seed, or lack of germination.

LFLCD RESPONSIBILITIES:

- LFLCD will not be responsible for operating or leasing out tractors to operate the drill.
- LFLCD employee, supervisor, or a person/persons designated by the district will provide delivery, pickup, and calibration or instructions on calibration of the drill.
- LFLCD will properly maintain and note any mechanical or operational defects/problems before the drill is delivered.
- LFLCD will bill the landowner/operator for all acres planted according to the acre counter.

LANDOWNER/OPERATOR RESPONSIBILITIES:

- The landowner/operator must use the drill for his/her own use. **Loaning the drill to another party is prohibited. Custom work is also prohibited.**
- Landowner/operator is responsible for periodically checking seeding rate at his/her discretion.
- The landowner/operator will exercise normal and reasonable care of the drill while in his/her possession.
- Landowner/Operator will make no repairs to the drill. They are to notify the District Office of any problems. The drill is to be parked until repairs can be made by District contracted repair services. Any unauthorized repairs will be subject to having them reviewed and evaluated at the Landowner/Operator expense.
- Landowner/operator will pay for any repairs that need to be made to the drill, as a result of misuse or abuse.
- Mechanical alterations to any part of the drill are prohibited.
- The landowner/operator will adhere to the time schedule arranged. (Weather permitting). **DO NOT PROCRASTINATE.** Time is limited to fulfill all requests.
- To notify LFLCD upon completion of use.

Check out and in List.

Out In

1. ____/____ Cleanouts are closed
2. ____/____ Maximum field speed is 5 miles per hour
3. ____/____ NOTE: a minimum of 75 HP tractor is needed for operation of the no-till drill.
4. ____/____ The drill must be fully raised before any turn is started
5. ____/____ The wheel hub lock is in the correct position for planting or travel
6. ____/____ Check tires for damage
7. ____/____ Look for signs that adjustments were made to the clutch/counter
8. ____/____ Hydraulic lines for damage
9. ____/____ Any adapters are present None
10. ____/____ Cost Share requirements

HOLD HARMLESS AND INDEMNIFICATION:

Landowner/operator recognizes the hazards associated with operation and maintenance of the No-Till drill and personal safety requirements necessary to ensure the safe operation and use of this piece of equipment. To the fullest extent permitted by law, the Landowner/Operator agrees to indemnify Lingle Fort Laramie Conservation District, their officers, employees, agents, and others acting on their behalf, to hold them harmless and to defend, and protect them, from and against any and all loss, damage, liability, cost and expense of any type whatsoever, based upon, resulting from, or otherwise arising in connection with any actions, claims, or proceedings, or any loss, damage indemnified hereunder, by reason of any act of omission of Landowner/Operator, it officers, employees or agents, or any other person(s) or entity(ies) for whose acts or omissions Landowner/Operator obligates under this policy.

To Reserve the Drill call (307)534-5768

Landowner/Operator

Signature

Date

Mailing Address

Work Location

Phone

Town

State

Zip Code

District Representative

Signature

Date

Acre Counter Start _____ Ending _____ Total Acres _____

Total Acres Planted: _____ Drill & Cleaning Deposit: Check # _____ / \$1100.00

5.25% Sales Tax: _____ Total Deposits Returned: \$ _____

Balance Due: _____

Cost Share intent at time of rental: Site # of ____ acres, seed type _____, field location _____.