

Lakeview Soil & Water Conservation District

Equipment Rental Agreement

January 2026

1994 Aerator

(Serial # BN41N)

The following parties agree to the terms of this agreement:

Lakeview Soil & Water Conservation District 620 N. 1 st Street Lakeview, OR 97630	Renter (Name and Address to be provided in the online rental request
--	--

The parties agree as follows:

1. Equipment: The Lakeview Soil & Water Conservation District (District) rents to Renter the Aerator, for use of aerating for soil conservation practices.

2. Rental Request: All rental requests must be completed through the Lake County SWCD website, <https://lakecountyswcd.quipli.com/lakeview>. All requests will be reviewed for availability and completeness and Renter may be contacted by a Lakeview SWCD representative to confirm details of the request. Renters will receive an email confirming the approval of their request, if it is approved. Renter further agrees that the party renting the Aerator is the legal party for the entity, individual, or non-profit entity, that has the right to rent that Aerator and enter this Agreement on behalf of the entity, individual, non-profit entity. Renter also agrees that upon request it shall provide written documentation that Renter has the legal authority to rent the Aerator and enter into this rental agreement. Furthermore, this Agreement is conditioned upon the District's approval of the documentation provided by Renter and that the Aerator will not be released to Renter until District approves the entry of the Rental Agreement and rental of Aerator.

3. Availability of Aerator: Renter acknowledges several other parties are expected to utilize the Aerator, and its availability at a particular date cannot be assured. District is not responsible for delays resulting in use of Aerator by others. Nor is District responsible for any equipment failure, or other delays. Renter shall use diligence to complete Renter's Aerator project and notify District upon completion.

4. Security Deposit: Renter shall provide a security deposit in the amount of \$150 to the District. This is a refundable deposit given the Aerator is returned in the proper condition described within this agreement.

5. Payment: Renter shall pay the amount of **\$3.00 per acre** aerated. An estimated Payment based on the number of acres the Renter intends to Aerate must be made prior to picking up the Aerator. Billing shall be based upon Reported Acres aerated. If less acreage is aerated, Renter shall be entitled to a refund of the estimated Payment for acreage that is not aerated

after the Reported Acres are reported to the District within 30 days of receipt of Reported Acreage by the District. If additional acreage is aerated after receipt of the Reported Acreage by the District payment shall be made within 30 days of billing date. If Renter fails to pay amount billed in full within 30 days of date of billing, penalty shall accrue at the rate of 18% APR calculated by each day of delinquency, and further requests for rental of this Aerator or other District owned equipment may be denied.

6. Insurance: Prior to rental, the Renter must provide to the District a current equipment rental insurance policy with sufficient coverage for the days and equipment that Renter is requesting. In the event of a disagreement between parties, the District will determine the amount of coverage sufficient to rent the Aerator. The insurance policy will also contain liability coverage insuring the District as additional insured with limits acceptable to the District .

7. Condition, Cleaning & Maintenance: Renter acknowledges having inspected the Aerator and has found it to be in apparent satisfactory condition and clean of debris.

Renter shall use the Aerator in a careful, prudent, and safe manner in accordance with manufacturer's specifications and industry standards.

Renter shall return the Aerator to the District within twenty-four hours (24 hours) of the end of the rental period. If the Aerator is not returned within that period an additional charge of \$150.00 per day will be assessed against renter and other civil and criminal penalties may apply if the Aerator is not returned to the District within forty-eight hours (48 hours) of the end of the rental period. Furthermore, the District may prohibit rental of the Aerator or any other equipment in the future by Renter if it is not returned to the District within 24 hours.

Renter shall give up possession of Aerator in clean condition, free of debris. If District determines the Aerator is not so cleaned and not returned in the same condition as it was rented, then Renter shall pay a fee in an amount to be determined by and at the discretion of the District Manager or Board of Directors, to be paid in the same manner as rent, which is currently the higher of \$150.00 per hour or market shop rate for labor plus the costs of any parts or shop materials necessary to clean or repair the Aerator.

District is responsible for ordinary maintenance and repair of Aerator;

HOWEVER, Renter shall be responsible for costs of any repairs to Aerator 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 Aerator to be in good and safe operational condition. Repairs to the Aerator for improper use shall be charged as a fee in an amount to be determined by and at the discretion of the District Manager or Board of Directors, to be paid in the same manner as rent, which is currently the higher of \$150.00 per hour or market shop rate for labor plus the costs of any parts or shop materials necessary to clean or repair the Aerator.

8. Transport: Renter is responsible for all transportation associated with acquiring the Aerator and returning it after use. The Aerator is located at 17612 Hwy 395, Lakeview, OR 97630, or other location as specified by the District.

9. Estimated Area Aerating: Renter shall provide written estimate of the acreage to be aerated, which pursuant to Section 5 above will determine the estimated Payment for acreage to be aerated. Within 5 days of completing aerating, Renter shall provide District with actual acres aerated, hereafter referred to as "Reported Acres".

10. Confirmation of Acres: Utilizing Farm Service Agency aerial maps, or other source, Reported Acres aerated may be confirmed by District.

In the event actual acres aerated are found to be 10% over Reported Acres, Renter will be disqualified from renting Aerator in the future. Renter may ask for review of such determination by the Board of Directors. Such determination by the Board shall be final as regards all such matters, including facts and disqualification.

11. Location of Use: Renter shall utilize the Aerator at the address provided in the rental request, and must stay within Lake County, Oregon.

12. District Held Harmless: District is not responsible for any injuries to persons or damage to property while Aerator is in possession, control of, or upon property designated by Renter. In consideration of renting the Aerator, Renter agrees to defend, hold harmless and indemnify ***Lakeview Soil and Water Conservation District, its officers, employees, contractors, 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.

13. No Warranty: District makes no representation or warranty, either expressed or implied, regarding the probable success of Renter's aeration practices, nor of success of use of Aerator, nor of the applicability or suitability of Aerator for Renter's purposes.

14. 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 Aerator 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 Aerator 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 Aerator.

15. 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, sexual orientation, disability or marital status in any way related to this agreement.

16. 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 the 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 the Aerator. Any other statements or representations made by either party are void and have no force or effect.

17. 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.

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

19. Acknowledgement: By submitting a request to rent the Lakeview Soil and Water Conservation District Aerator, the Renter acknowledges and agrees to abide by all the requirements set forth herein.

20. Electronic Signature: The parties to this Agreement may be executed by electronic signature and that an electronic signature has the same validity and effect as a written signature. The parties further agree that this Agreement may be executed in Counterpart.

Great Plains 1006NT- No Till Drill

(Serial # GP-4341XX)

The following parties agree to the terms of this agreement:

Lakeview Soil & Water Conservation District
620 N. 1st Street
Lakeview, OR 97630

Renter
(Name and Address to be provided in the
online rental request)

The parties agree as follows:

1. Equipment: The Lakeview Soil & Water Conservation District (District) rents to Renter the Drill, for use of drilling for soil conservation practices.

2. Rental Request: All rental requests must be completed through the Lake County SWCD website, <https://lakecountyswcd.quipli.com/lakeview>. All requests will be reviewed for availability and completeness and Renter may be contacted by a Lakeview SWCD representative to confirm details of the request. Renters will receive an email confirming the approval of their request, if it is approved. Renter further agrees that the party renting the Drill is the legal party for the entity, individual, or non-profit entity, that has the right to rent that Drill and enter this Agreement on behalf of the entity, individual, non-profit entity. Renter also agrees that upon request it shall provide written documentation that Renter has the legal authority to rent the Drill and enter into this rental agreement. Furthermore, this Agreement is conditioned upon the District's approval of the documentation provided by Renter and that the Drill will not be released to Renter until District approves the entry of the Rental Agreement and rental of Drill.

3. Availability of Drill: Renter acknowledges several other parties are expected to utilize the Drill, and its availability at a particular date cannot be assured. District is not responsible for delays resulting in use of Drill by others. Nor is District responsible for any equipment failure, or other delays. Renter shall use diligence to complete Renter's Drill project and notify District upon completion.

4. Security Deposit: Renter shall provide a security deposit in the amount of \$1000 to the District. This is a refundable deposit given the Drill is returned in the proper condition described within this agreement.

5. Payment: Renter shall pay the amount of **\$10.00 per acre** drilled. An estimated Payment based on the number of acres the Renter intends to drill must be made prior to picking up the Drill. Billing shall be based upon Reported Acres drilled. If less acreage is drilled, Renter shall be entitled to a refund of the estimated Payment for acreage that is not drilled after the Reported Acres are reported to the District within 30 days of receipt of Reported Acreage by the District. If additional acreage is drilled after receipt of the Reported Acreage by the District payment shall be made within 30 days of billing date. If Renter fails to pay amount billed in full within 30 days of date of billing, penalty shall accrue at the rate of 18% APR calculated by each day of delinquency, and further requests for rental of this Drill or other District owned equipment may be denied.

6. Insurance: Prior to rental, the Renter must provide to the District a current equipment rental insurance policy with sufficient coverage for the days and equipment that Renter is requesting. In the event of a disagreement between parties, the District will determine the amount of

coverage sufficient to rent the Drill. The insurance policy will also contain liability coverage insuring the District as additional insured with limits acceptable to the District.

7. Condition, Cleaning & Maintenance: Renter acknowledges having inspected the Drill and has found it to be in apparent satisfactory condition and clean of debris.

Renter shall use the Drill in a careful, prudent, and safe manner in accordance with manufacturer's specifications and industry standards.

Renter shall return the Drill to the District within twenty-four hours (24 hours) of the end of the rental period. If the Drill is not returned within that period an additional charge of \$150.00 per day will be assessed against renter and other civil and criminal penalties may apply if the Drill is not returned to the District within forty-eight hours (48 hours) of the end of the rental period. Furthermore, the District may prohibit rental of the Drill or any other equipment in the future by Renter if it is not returned to the District within 24 hours.

Renter shall give up possession of Drill in clean condition, free of debris. If District determines the Drill is not so cleaned, then Renter shall pay a fee in an amount to be determined by and at the discretion of the District Manager or Board of Directors, to be paid in the same manner as rent, to be paid in the same manner as rent, which is currently the higher of \$150.00 per hour or market shop rate for labor plus the costs of any parts or shop materials necessary to clean or repair the Drill.

District is responsible for ordinary maintenance and repair of Drill;

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. Repairs to the Drill for improper use shall be charged as a fee in an amount to be determined by and at the discretion of the District Manager or Board of Directors, to be paid in the same manner as rent, which is currently the higher of \$150.00 per hour or market shop rate for labor plus the costs of any parts or shop materials necessary to clean or repair the Drill.

8. Transport: Renter is responsible for all transportation associated with acquiring the Drill and returning it after use. The Drill is located at 17612 Hwy 395, Lakeview, OR 97630, or other location as specified by the District.

9. Estimated Area Drilled: Renter estimates he/she will drill acres. Within 5 days of completing drilling, Renter shall provide District with actual acres drilled, hereafter referred to as "Reported Acres".

10. Confirmation of 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 Board of Directors. Such determination by the Board shall be final as regards all such matters, including facts and disqualification.

11. Location of Use: Renter shall utilize the Drill at the address provided in the rental request, and must stay within Lake County, Oregon.

12. 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 ***Lakeview Soil and Water Conservation District, its officers, employees, contractors, 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.

13. No Warranty: District makes no representation or warranty, either expressed or implied, regarding the probable success of Renter's drilling practices, nor of success of use of Drill, nor of the applicability or suitability of Drill for Renter's purposes.

14. 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.

15. 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, sexual orientation, disability or marital status in any way related to this agreement.

16. 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 the 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 the Drill. Any other statements or representations made by either party are void and have no force or effect.

17. 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.

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

19. Acknowledgement: By submitting a request to rent the Lakeview Soil and Water Conservation District Drill, the Renter acknowledges and agrees to abide by all the requirements set forth herein.

20. Electronic Signature: The parties to this Agreement may be executed by electronic signature and that an electronic signature has the same validity and effect as a written signature. The parties further agree that this Agreement may be executed in Counterpart.

2020 OTECO Pivot Track Filler

(Serial # 00 02 1371)

The following parties agree to the terms of this agreement:

Lakeview Soil & Water Conservation District
620 N. 1st Street
Lakeview, OR 97630

Renter
(Name and Address to be provided in the
online rental request)

The parties agree as follows:

1. Equipment: The Lakeview Soil & Water Conservation District (District) rents to Renter the Track Filler, for use of filling tracks for soil conservation practices.

2. Rental Request: All rental requests must be completed through the Lake County SWCD website, <https://lakecountyswcd.quipli.com/lakeview>. All requests will be reviewed for availability and completeness and Renter may be contacted by a Lakeview SWCD representative to confirm details of the request. Renters will receive an email confirming the approval of their request, if it is approved. Renter further agrees that the party renting the Track Filler is the legal party for the entity, individual, or non-profit entity, that has the right to rent that Track Filler and enter this Agreement on behalf of the entity, individual, non-profit entity. Renter also agrees

that upon request it shall provide written documentation that Renter has the legal authority to rent the Track Filler and enter into this rental agreement. Furthermore, this Agreement is conditioned upon the District's approval of the documentation provided by Renter and that the Track Filler will not be released to Renter until District approves the entry of the Rental Agreement and rental of Track Filler.

3. Availability of Track Filler: Renter acknowledges several other parties are expected to utilize the Track Filler, and its availability at a particular date cannot be assured. District is not responsible for delays resulting in use of Track Filler by others. Nor is District responsible for any equipment failure, or other delays. Renter shall use diligence to complete Renter's Track Filler project and notify District upon completion.

4. Security Deposit: Renter shall provide a security deposit in the amount of \$1000 to the District. This is a refundable deposit given the Track Filler is returned in the proper condition described within this agreement.

5. Payment: Renter shall pay the amount of **\$75.00 per day** used, hereinafter daily rate. Renter shall provide an estimated number of days of use of Track Filler to the District and shall prepay the daily rate prior taking delivery of the Track Filler. If the Track Filler is used additional days of use beyond the estimated days used the daily rate. Renter must accurately report the days of actual use within 48 hours of returning the Track Filler to District. If Track Filler is not used for the entire estimated period, the district shall provide a refund within 30 days of receipt of a report of the days of use of the track filler.

Payment shall be made within 30 days of billing date. If Renter fails to pay amount billed in full within 30 days of date of billing, penalty shall accrue at the rate of 18% APR calculated by each day of delinquency, and further requests for rental of this Track Filler or other District owned equipment may be denied.

6. Insurance: Prior to rental, the Renter must provide to the District a current equipment rental insurance policy with sufficient coverage for the days and equipment that Renter is requesting. In the event of a disagreement between parties, the District will determine the amount of coverage sufficient to rent the Track Filler. The insurance policy will also contain liability coverage insuring the District as additional insured with limits acceptable to the District .

7. Condition, Cleaning & Maintenance: Renter acknowledges having inspected the Track Filler and has found it to be in apparent satisfactory condition and clean of debris.

Renter shall use the Track Filler in a careful, prudent, and safe manner in accordance with manufacturer's specifications and industry standards.

Renter shall return the Track Filler to the District within twenty-four hours (24 hours) of the end of the rental period. If the Track Filler is not returned within that period an additional charge of \$150.00 per day will be assessed against renter and other civil and criminal penalties may apply if the Track Filler is not returned to the District within forty-eight hours (48 hours) of the end of the rental period. Furthermore, the District may prohibit rental of the Track Filler or any other equipment in the future by Renter if it is not returned to the District within 24 hours.

Renter shall give up possession of Track Filler in clean condition, free of debris. If District determines the Track Filler is not so cleaned, then Renter shall pay a fee in an amount to be determined by and at the discretion of the District Manager or Board of Directors, to be paid in the same manner as rent, to be paid in the same manner as rent, which is currently the higher of \$150.00 per hour or market shop rate for labor plus the costs of any parts or shop materials necessary to clean or repair the Track Filler.

District is responsible for ordinary maintenance and repair of Track Filler;

HOWEVER, Renter shall be responsible for costs of any repairs to Track Filler 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 Track Filler to be in good and safe operational condition. Repairs to the Track Filler for improper use shall be charged as a fee in an amount to be determined by and at the discretion of the District Manager or Board of Directors, to be paid in the same manner as rent, which is currently the higher of \$150.00 per hour or market shop rate for labor plus the costs of any parts or shop materials necessary to clean or repair the Track Filler.

8. Transport: Renter is responsible for all transportation associated with acquiring the Track Filler and returning it after use. The Track Filler is located at 17612 Hwy 395, Lakeview, OR 97630, or other location as specified by the District.

9. Location of Use: Renter shall utilize the Track Filler at the address provided in the rental request, and must stay within Lake County, Oregon.

10. District Held Harmless: District is not responsible for any injuries to persons or damage to property while Track Filler is in possession, control of, or upon property designated by Renter. In consideration of renting the Track Filler, Renter agrees to defend, hold harmless and indemnify ***Lakeview Soil and Water Conservation District, its officers, employees, contractors, 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.

11. No Warranty: District makes no representation or warranty, either expressed or implied, regarding the probable success of Renter's track filling practices, nor of success of use of Track Filler, nor of the applicability or suitability of Track Filler for Renter's purposes.

12. 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 Track Filler 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 Track Filler 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 Track Filler.

13. 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, sexual orientation, disability or marital status in any way related to this agreement.

14. 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 the 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 the Track Filler. Any other statements or representations made by either party are void and have no force or effect.

15. 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.

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

17. Acknowledgement: By submitting a request to rent the Lakeview Soil and Water Conservation District Track Filler, the Renter acknowledges and agrees to abide by all the requirements set forth herein.

18. Electronic Signature: The parties to this Agreement may be executed by electronic signature and that an electronic signature has the same validity and effect as a written signature. The parties further agree that this Agreement may be executed in Counterpart.

2023 Rangeland Drills & Dolly

(Serial # 1 & 2)

The following parties agree to the terms of this agreement:

Lakeview Soil & Water Conservation District 620 N. 1 st Street Lakeview, OR 97630	Renter (Name and Address to be provided in the online rental request)
--	---

The parties agree as follows:

1. Equipment: The Lakeview Soil & Water Conservation District (District) rents to Renter the Drill, for use of drilling for soil conservation practices.

2. Rental Request: All rental requests must be completed through the Lake County SWCD website, <https://lakecountyswcd.quipli.com/lakeview>. All requests will be reviewed for availability and completeness and Renter may be contacted by a Lakeview SWCD representative to confirm details of the request. Renters will receive an email confirming the approval of their request, if it is approved. Renter further agrees that the party renting the Drill is the legal party for the entity, individual, or non-profit entity, that has the right to rent that Drill and enter this Agreement on behalf of the entity, individual, non-profit entity. Renter also agrees that upon request it shall provide written documentation that Renter has the legal authority to rent the Drill and enter into this rental agreement. Furthermore, this Agreement is conditioned upon the District's approval of the documentation provided by Renter and that the Drill will not be released to Renter until District approves the entry of the Rental Agreement and rental of Drill.

3. Availability of Drill: Renter acknowledges several other parties are expected to utilize the Drill, and its availability at a particular date cannot be assured. District is not responsible for delays resulting in use of Drill by others. Nor is District responsible for any equipment failure, or other delays. Renter shall use diligence to complete Renter's Drill project and notify District upon completion.

4. Security Deposit: Renter shall provide a security deposit in the amount of \$1000 to the District. This is a refundable deposit given the Drill is returned in the proper condition described within this agreement.

5. Payment: Renter shall pay the amount of **\$5.00 per acre** drilled. Payment shall be made within 30 days of billing date. . An estimated Payment based on the number of acres the Renter intends to drill must be made prior to picking up the Drill. Billing shall be based upon Reported Acres drilled. If less acreage is drilled, Renter shall be entitled to a refund of the estimated Payment for acreage that is not drilled after the Reported Acres are reported to the District

within 30 days of receipt of Reported Acreage by the District. If additional acreage is drilled after receipt of the Reported Acreage by the District payment shall be made within 30 days of billing date. If Renter fails to pay amount billed in full within 30 days of date of billing, penalty shall accrue at the rate of 18% APR calculated by each day of delinquency, and further requests for rental of this Drill or other District owned equipment may be denied.

6. Insurance: Prior to rental, the Renter must provide to the District a current equipment rental insurance policy with sufficient coverage for the days and equipment that Renter is requesting. In the event of a disagreement between parties, the District will determine the amount of coverage sufficient to rent the Drill. The insurance policy will also contain liability coverage insuring the District as additional insured with limits acceptable to the District.

7. Condition, Cleaning & Maintenance: Renter acknowledges having inspected the Drill and has found it to be in apparent satisfactory condition and clean of debris.

Renter shall return the Drill to the District within twenty-four hours (24 hours) of the end of the rental period. If the Drill is not returned within that period an additional charge of \$150.00 per day will be assessed against renter and other civil and criminal penalties may apply if the Drill is not returned to the District within forty-eight hours (48 hours) of the end of the rental period. Furthermore, the District may prohibit rental of the Drill or any other equipment in the future by Renter if it is not returned to the District within 24 hours.

Renter shall give up possession of Drill in clean condition, free of debris. If District determines the Drill is not so cleaned, then Renter shall pay a fee in an amount to be determined by and at the discretion of the District Manager or Board of Directors, to be paid in the same manner as rent, to be paid in the same manner as rent, which is currently the higher of \$150.00 per hour or market shop rate for labor plus the costs of any parts or shop materials necessary to clean or repair the Drill.

District is responsible for ordinary maintenance and repair of Drill;

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. Repairs to the Drill for improper use shall be charged as a fee in an amount to be determined by and at the discretion of the District Manager or Board of Directors, to be paid in the same manner as rent, which is currently the higher of \$150.00 per hour or market shop rate for labor plus the costs of any parts or shop materials necessary to clean or repair the Drill.

8. Transport: Renter is responsible for all transportation associated with acquiring the Drill and returning it after use. The Drill is located at 17612 Hwy 395, Lakeview, OR 97630, or other location as specified by the District.

9. Estimated Area Drilled: Renter estimates he/she will drill acres. Within 5 days of completing drilling, Renter shall provide District with actual acres drilled, hereafter referred to as "Reported Acres".

10. Confirmation of 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 Board of Directors. Such determination by the Board shall be final as regards all such matters, including facts and disqualification.

11. Location of Use: Renter shall utilize the Drill at the address provided in the rental request, and must stay within Lake County, Oregon.

12. 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 ***Lakeview Soil and Water Conservation District, its officers, employees, contractors, 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.

13. No Warranty: District makes no representation or warranty, either expressed or implied, regarding the probable success of Renter's drilling practices, nor of success of use of Drill, nor of the applicability or suitability of Drill for Renter's purposes.

14. 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.

15. 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, sexual orientation, disability or marital status in any way related to this agreement.

16. 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 the 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 the Drill. Any other statements or representations made by either party are void and have no force or effect.

17. 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.

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

19. Acknowledgement: By submitting a request to rent the Lakeview Soil and Water Conservation District Drill, the Renter acknowledges and agrees to abide by all the requirements set forth herein.

20. Electronic Signature: The parties to this Agreement may be executed by electronic signature and that an electronic signature has the same validity and effect as a written signature. The parties further agree that this Agreement may be executed in Counterpart.