

9. The lessee shall be billed for all repair costs arising from damages to the Haybuster unit. If repair costs exceed the initial deposit the lessee will be billed for, and responsible to deliver prompt payment to cover the excess damages.
10. The lessee will at all times during use, or transport, refrain from exceeding a speed greater than 25 miles an hour. Exceeding 25 miles an hour will cause the Haybuster to become unstable, and can lead to damage to the unit, hazardous conditions, loss of control, injury, and even death.
11. The lessee will cover the costs of lubrication, fuel, and supplies necessary for safe operation of the Haybuster during the rental period.
12. Before returning the Haybuster to the Iron Conservation District's storage location, the lessee is expected and required to lubricate the drill, clean out bins, and clean all seed, mud, and dirt from feeder tubes, discs and chassis. The lessee must also tighten and torque lug nuts (100 foot pounds), check tire pressure (32-35psi), inspect hydraulic cylinder, and hoses. Lessee must report all issues or concerns to Iron Conservation District Staff.
13. The lessee is responsible for protecting the Haybuster from adverse weather conditions while in possession of the Haybuster unit.
14. It shall be lawful for the lessor to enter upon the premises of the lessee at any time to inspect, secure, or retrieve the Haybuster.
15. The lessee will return the Haybuster to Iron Conservation District's Haybuster Storage location within three (3) days, or 72 hours of the initial rental time, unless other agreements or arrangements have been made with Iron Conservation District Staff. Alternate agreements and arrangements must be noted in writing.
16. If the lessee fails to return the Haybuster within the required time, or is unable to transport the Haybuster to the storage location, the lessee will forfeit the entire deposit, be billed for acres used, and be billed for an additional recovery fee, up to \$100.00.
17. Failure to return the Haybuster unit within the required time, may be interpreted as theft, and may be referred to the Iron County Sheriff's Office for prosecution.
18. The lessor makes no warranties either expressed, or implied, as to the satisfactory operation, ease of operation, or end results of the lessee's use of the Haybuster equipment.
19. The lessor shall not be responsible for any failure of crops planted with the Haybuster. The lessor shall not be responsible for the lessee's failures to implement best management practices, or any other circumstance out of the lessor's control.
20. Either the lessor or the lessee may cancel or modify this agreement, upon mutual agreement in writing, due to inclement weather, equipment malfunction, or other reasons. The lessor reserves the right to schedule, or alter scheduled planting commitments, at the lessor's discretion, due to adverse weather, soil, time conditions, or other contingencies.

The lessee assumes all liability, and agrees to pay for all loss, damage to property, persons; and agrees to indemnify the lessor from all costs, or liability; arising wholly, or in part from the said use, transportation, operation, maintenance, or same. The lessee shall forever indemnify the lessor against, and save it harmless from all liability for any loss, damage, injury, or death; including all costs, and expenses, incident thereto.

I have read, acknowledge, understand and agree to the conditions set forth in this document.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Print Name

Date \_\_\_\_/\_\_\_\_/\_\_\_\_