RANGELAND DRILL RENTAL AGREEMENT

1. PARTIES

The Parties to this Agreement are:

A. Grant Soil and Water Conservation District
Kyle Sullivan, District Manager
721 South Canyon Boulevard
John Day, OR 97845
541-575-0135 ext. 111
sullivank@ortelco.net

Hereafter referred to as "District"

B. Individual Name or Entity Name and Representative Person: _____

_____

Billing Address: _____

Drill Delivery and Use Location (If different from above address): _____

_____

Phone Number: _____

Email: _____

Hereafter referred to as "Renter"

2. RENTAL INFORMATION

Section information is to be filled out by the District Representative at delivery and retrieval to document the Drill condition, use period, and seeded acreage to determine applied rental charges and fees.

A. Delivery Information – Section to be filled out by the District prior to signature of the Agreement by the Parties.

Delivery Date: _____

District Delivery Representative: _____

Estimated Seeding Acreage: _____

Estimated Rental Period: Start Date _____ End Date _____

Condition (Mark One):

☐ 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.

Notes: _____

_____

Renter_____ Date_____

District Representative_____ Date_____

B. Retrieval Information – Section to be filled out by the District upon retrieval of the Drill.

Retrieval Date: _____

District Delivery Representative: _____

Actual Acres Seeded: _____ (Refer to Section 8)

Actual Rental Period: Start Date _____ End Date _____

Condition (Mark One):

☐ 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.

Notes: _____

_____

Renter_____ Date_____

District Representative_____ Date_____

3. EXECUTION OF THIS AGREEMENT

Execution of this Agreement by authorized representatives of the Parties constitutes the entire Agreement between the District and Renter. This Agreement shall be binding upon the Parties hereto and their successors, heirs, and assigns. This Agreement incorporates the following forms by reference.

Attachment(s):

1. **Rangeland Drill Reference Photos.**

4. EQUIPMENT

District rents to Renter a P&F Services Full Sized 10 Foot Rangeland Drill, hereafter referred to as "Drill", for field and rangeland seeding purposes.

5. DRILL DELIVERY, POSSESSION, AND RETRIEVAL

District shall deliver and pick up the Drill from the Renter's premises as agreed upon between the Parties. Renter acknowledges that the Drill availability or function is not guaranteed in any way and the District is not responsible for delivery or operational delays. Upon demand, the District reserves the right to take possession of the Drill from the Renter.

Renter shall provide adequate personnel and equipment capable of safely unloading and loading the Drill from the District's transport trailer. Renter shall be responsible for transporting the Drill from field to field. ***Renter is not authorized to provide the Drill to others.***

Time is of the essence during the period the Drill is in the control of the Renter. To maximize the use of the Drill by others, the rental period is limited to not more than one full day for every 15 acres to be seeded, plus a setup day and cleanup day. For example, a Renter seeding 60 acres would be limited to 6 days of Drill use; 1 day Drill setup, 4 days for seeding operations, and 1 day for cleaning the Drill. Unless authorized by the District, the Renter will be assessed the extra day fee listed in Section 9 for every day the Drill remains in their possession beyond the limited rental period.

6. DRILL CONDITION, CLEANING, AND MAINTENANCE

Renter acknowledges they have inspected the Drill upon delivery and confirm the Drill to be in good working order and clean of seed material and excess dirt and debris, unless otherwise indicated in Section 2. Upon completion of Drill use, Renter shall clean the drill to the near equivalent delivery condition, prior to its return to the District's possession. If the District determines the Drill to be less than the condition of delivery, the Renter shall be assessed the established cleaning fee indicated in Section 9.

The District is responsible for ordinary maintenance and repair of the Drill. Renter shall be responsible for all costs of any repairs to the Drill resulting from the Renter's improper use, accidents, or negligence. Renter shall promptly notify the District of any damage or repairs that may be required to maintain the Drill good working order.

The Renter is responsible for performing daily Drill lubrication of 21 bearings when in use as indicated on the attached Drill reference photos. Grease zerks are located at each of the 10 disk openers bearings, 5 pipe sleeve hinges supporting the opener arm assemblies, and 3 on each (6 total) of the seed box actuating mechanisms. Industrial bearing grease is to be used for lubricating purposes. Only a small amount of grease is to be applied to each fitting, frequency is more important the quantity.

7. DRILL OPERATION

Renter shall operate and transport the Drill in a careful and prudent manner at all times, in accordance with industry standards and the operational guidelines within this Agreement. Renter shall be responsible for determining the suitability of the operating tractor size and horse power, along with related components, to allow safe maneuver ability and control of the drill based on the terrain to be operated upon. Tractor must have one hydraulic selective control valve to support required Drill functions. Special operational care shall be taken while operating the Drill on slopes because of the increased roll-over hazard.

The Drill is to not be pulled over 5 miles per hour during seeding operations. Pulling the Drill too fast can cause the disk openers to bounce and cause skips where the opener is not allowed to open a furrow, resulting in exposed seed disbursement. The disk openers must be fully lowered to engage the seed distribution system and allow for the full travel of the disk opener arms to maintain their engagement with the ground. Each disk opener is to have a functional drag chain to cover the dispersed seed with soil material. Proper seed placement should be at the bottom of the opener furrow, with a small amount of soil coverage. The furrow should remain open in a V-shape to allow moisture to be captured and concentrated towards the seed.

The Drill seed boxes and distribution system is designed to only handle small herbaceous plant seed only. **Fertilizer materials shall not be put in the seed boxes at any time.**

The Drill must never be backed up with the disk openers extended in the seeding function. This will cause damage to the seed tubes, openers, and seed dispersing system drive train. To prevent damage, the disk openers should always be lifted up while making abrupt turns and when passing over obstacles such as stumps, logs, trees, or rocks. Turning the Drill or encountering rigid obstacles with the disks extended may cause damage to the Drill's opener disks, arms, and drop tubes.

The levers to operate the seed box actuating mechanism must be engaged to perform seeding or disengaged for transporting purposes. Each lever's safety keeper needs to be installed in both settings to ensure it does not vibrate out of the selected position to cause drive train damage to the Drill or unintentional stoppage of seed distribution.

Towing the Drill on public roads should be avoided and limited to transport between localized fields. Towing operations shall not exceed 15 miles per hour at any time.

Due to the variability is seed sizes, density, germination rates and mixtures, no predetermined seed settings are provided for the Drill. Seed quantity adjustments are to be determined by the Renter. Each of the two seed boxes are fitted with rate adjustment levers. Moving the levers to the right increases the seeding rate, while adjusting them to the left reduces it.

Calibrating the seeding rate of the Drill can be performed multiple ways. One method is to place a small quantity of seed to cover one of the seed cups within a seed box. Then by removing the associated PVC seed tube from the disk opener and fitting with a collection bag, the drill can be operated for a determined distance by counting the number of tire revolutions, allowing seed be distributed in the collection bag. The circumference of the tire is 12.6 feet, therefore 35 revolutions equals 0.10 acres. Multiply the weight of the collected seed converted to pounds by 10 before dividing by 0.10 to determine the current seeding rate. A collected seed quantity of 2 ounces would convert to a seeding rate of 12.5 pounds. An accurate scale capable of weighing a quantity of seed below a pound to the tenth of an ounce will be necessary to perform this calibration method. Adjust the seed box lever accordingly to increase or decrease the rate and retest the Drill until the near rate is achieved. Slight adjustments to the seeding rates may be necessary to fine tune and maintain the correct rate over time due to fluctuations from traveling over rough terrain and changes in the amount of seed within the box.

Proper soil conditions are required for optimum seed placement and Drill performance. The disk openers 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 conditions.

8. SEEDED ACREAGE

Renter shall provide the District with an estimate of the quantity of acres the Renter intends to seed with the Drill in Section 2. Within five days of completing seeding operations, Renter shall provide to the District, the actual tabulation of acres seeded with the Drill to determine the total rental fees owed. The District can assist the Renter with calculating seeded acreages upon request, using the District's office computer mapping systems. Renter reported acreages may be confirmed by the District through a physical site inspection. If actual acres seeded are determined by the District to be 10 percent in excess of the Renter actual reported acreage, Renter may be disqualified from renting the Drill in the future by determination of the District Board of Directors.

9. RENTAL RATES, FEES, AND PAYMENT

Renter agrees to pay for the delivery and retrieval of the Drill, the use of the Drill, and other charges resulting from the use of the Drill in accordance with the following schedule.

Drill Rental Rate =	**$8.75 per acre, 10 acre ($87.50) minimum rental charge applied.**
Delivery and Pickup Charge =	**$100.00 per hour, Actual time incurred rounded to the nearest half hour.**
Cleaning Fee =	**$100.00 Fee, Applied if the drill is returned by the Renter in a state that is of a lessor condition of cleanliness than to how it was delivered.**
Repair Fees =	**Should the drill be damage by the Renter beyond normal wear, actual parts and labor costs for performing restorative repairs will be paid by the Renter.**
Extra Day Fee =	**$25.00 per day, Applied if the Renter retains the use of the drill beyond the limited rental period.**

Payment for the Drill rental and applicable fees shall be made to the District within thirty days of the invoice date. If the Renter fails to pay the invoice amount in full within thirty days of the invoice date, an interest rate of nine percent per annum, will be added to each day of delinquency. Renter will be responsible for payment of all costs incurred by the Grant Soil and Water Conservation District to collect amounts owed.

10. DISCLAIMER OF WARRENTY

Except as otherwise expressly provided by this Agreement, District makes no expressed or implied warranty as to any matter whatsoever, including, and without limitation, the condition of the Drill, its functionality, or its fitness for a particular purpose. No defect of the Drill or its operation by the Renter shall relieve the Renter of their obligation to make payment to the District as provided herein, or of any other obligation under this Agreement.

11. INDEMDITY

Renter is responsible for any accidents resulting from the transportation or use of the Drill while in their possession. Renter shall indemnify the District against, and hold District harmless from, any and all claims, actions, suits, proceedings, costs, expenses, damages, and liabilities, including attorney's fees, arising out of, connected with, or resulting from the Drill or this Agreement, including without limitation, the manufacture, selection, delivery, leasing, renting, control, possession, use, operation, maintenance or return of the Drill. Renter shall further indemnify the District, and hold the District harmless from all loss and damage to the Drill during the rental period. Renter recognizes and agrees that included in this indemnity clause, but not by way of limitation, is Renter's assumption of any and all liability for injury, disability and death of workers and other persons caused by the operation, use, control, handling, or transportation of the Drill while in their control.

12. COMPLIANCE WITH APPLICABLE LAW

The Parties shall comply with all federal, state, and local laws and ordinances applicable to the rental of the Drill under this Agreement.

13. MODIFICATIONS

The terms of this Agreement may not be altered, modified, supplemented or otherwise amended, in any manner whatsoever, except by written mutual agreement signed by authorized representatives of the Parties.

14. RESOLVING DISPUTES

In the event of a conflict regarding the terms of this Agreement, or if the Parties cannot agree to terminate this Agreement without serious conflict, they will enter into a mediated conflict resolution process with a third-party mediator chosen by both Parties. Any costs and fees other than attorney fees associated with the mediation shall be shared equally by the Parties.

If a resolution cannot be achieved through mediation, the Parties agree to submit to binding arbitration of their differences before a single arbitrator in accordance with the arbitration rules of the American Arbitration Association. This Agreement shall be governed by and construed in accordance with the laws of the State of Oregon, and any decision or award by an arbitrator shall be made in accordance with such laws.

15. CERTIFICATION

Renter, by execution of this Agreement, hereby acknowledges that Renter has read this Agreement, understands it, and agrees to be bound by its terms and conditions. If Agreement is emailed, the District and Renter agree that this Agreement will be considered signed when the signature of a Party is delivered by email. Signatures transmitted by email shall have the same effect as original signatures.

16. SIGNATURES

RENTER	**DATE**
DISTRICT REPRESENTATIVE	**DATE**