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| **LESSOR: Harney Soil & Water Conservation District** |  | Date Out: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ |
| LESSEE: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ |  | Estimated Days: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ |
| Phone: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ |  | Estimated Acres to Seed: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ |
|  |  | Date in: \_\_\_\_\_\_\_\_\_\_\_\_ = \_\_\_\_\_\_\_\_\_\_\_\_\_ Days |
|  |  | Actual Acres Seeded: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ |
| **RATE**: $6.50 per acre with a minimum rental charge of $75.00Delivery fee: $150 within 40 miles from office, $l.50 per mile beyond 40 miles.  | **Total Due:** $\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ |
| **EQUIPMENT CHECKLIST:** **Must be initialed by a district director or employee at the time the agreement is completed.** |
|  | Checked by: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ |
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| Tires | \_\_\_\_\_\_\_\_\_ | Jacks/Stands | ­­­­­\_\_\_\_\_\_\_\_\_\_ | Tongue | \_\_\_\_\_\_\_\_\_\_ |
| Hitch | \_\_\_\_\_\_\_\_\_ | Frame | \_\_\_\_\_\_\_\_\_\_ | Discs | \_\_\_\_\_\_\_\_\_\_ |
| Wear Points | \_\_\_\_\_\_\_\_\_ | Nuts/Bolts | \_\_\_\_\_\_\_\_\_\_ | Grease Fittings (3) | \_\_\_\_\_\_\_\_\_\_ |
| Drag Chains | \_\_\_\_\_\_\_\_\_ | Drive Chains | \_\_\_\_\_\_\_\_\_\_ | Chains/Binders | \_\_\_\_\_\_\_\_\_\_ |
| **Terms and Conditions:** The District will transport the rangeland drill to and from the worksite. The Lessee will not transfer possession of the rangeland drill. This drill is used at Lessee’s sole risk. Lessee agrees to use drill in a careful and prudent manner and to return it in the same condition as received; normal wear from responsible use is expected. Lessee shall be responsible for loss, theft, damage, or destruction of drill and its accessories and all liability for its use and transportation from the time it is delivered to the worksite by the District until such time as it is returned to the District.**Transportation Requirements:** The combined weight of the drill is roughly 8,000 lbs. It is the Lessee’s responsibility to ensure that the vehicle that is towing the drill is properly rated for the towing or hauling of said drill. Any vehicle towing the drill must be equipped with an electronic trailer brake controller.**Loading and Securing Requirements:** The rangeland drill must be towed by Lessee’s vehicle unless other arrangements have been made to utilize multiple drills and cart(s). |
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Lessee shall notify the District at 541.573.5010 if any of the following occur:

1. Equipment needs maintenance or repair

2. Estimated date of completion of equipment use changes

3. Lessee has completed use of the equipment

Lessee shall verify prior to each use of the equipment that fittings are greased, and tire pressures are adequate (30 psi). Lubrication requirements are spelled out in the manual.

Equipment lost or damaged beyond repair will be paid for by the Lessee at the regular replacement value. All damaged equipment will be repaired by the Lessor and the cost of the repairs shall be paid for by the Lessee, except the costs of normal wear (discs, tire tread, etc.) will be borne by the Lessor.

Lessee agrees to pay all charges for rental and costs for repair of damage within 15 days. The Lessee shall pay all collection fees, attorney fees, court costs and other reasonable costs incurred by the District to collect amounts owed by the Lessee.

Upon completion of use, Lessee agrees to return the drill at 530 Hwy 20 South, Hines, OR unless other arrangements are made with the District.

**Disclaimer of Warranty**: Except as otherwise expressly provided by this agreement, Lessor makes no expressed or implied warranty as to any matter whatsoever, including and without limitation the condition of the equipment of its fitness for any particular purpose. No defect or unfitness of the equipment shall relieve the Lessee of his/her obligation for payment and other charges to the Lessor provided herein or of any other obligation under this agreement.

**Indemnity:** Lessee shall indemnify Lessor against, and hold Lessor harmless from any and all claims, actions, suits, proceedings, costs, expenses, damages, and liabilities, including attorney fees, arriving out of, connected with, or resulting from the equipment or the lease, including without limitation, the manufacture, selection, delivery, leasing, renting, control, position, use, operation, maintenance of return of the equipment. Lessee shall further indemnify Lessor and hold Lessor harmless from all loss and damage to the equipment during the rental period. Lessee recognizes and agrees that included in this indemnity clause but not by way of limitation is Lessee’s assumption of any and all liability for injury disability and death of workers and other person(s) caused by the operation, use, control, handling or transportation of the equipment during the rental period.

***By signing I certify that I have read and adhere to the terms of tis agreement, and the proper operation of the Rangeland Drill.***

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| LESSEE Signature |  |  | Date |