



# DISTRICT EQUIPMENT RENTAL AND USE AGREEMENT

## STATE SOIL CONSERVATION COMMITTEE

### SFN 50505 (11-95)

This agreement is between the Stark and Billings Soil Conservation District (“District”) and

**Name:** \_\_\_\_\_ (“Cooperator”)

**Address:** \_\_\_\_\_

**Phone Number:** \_\_\_\_\_ **Cell Phone Number:** \_\_\_\_\_

Crop to be seeded \_\_\_\_\_ Date to seed \_\_\_\_\_

Is this seeding under contract with a seeding deadline? YES NO

This agreement governs the rental and/or use of equipment and /or materials, provided by the District, for use by the Cooperator, in the application and maintenance of those conservation measures agreed upon by the District and Cooperator on the following land. (“the land”)

**Legal Description:** \_\_\_\_\_

Please attach a map and highlight the acres to be seeded

Authority to enter into this agreement is found in N.D.C.C.SS 4-22-26.

~The District will provide the following equipment and/or materials for a period of \_\_\_\_\_ days to be used within the Stark and Billings Soil Conservation District. 10-foot John Deere BD1110.

~The District will provide for repairs and maintenance required as a result of normal use and wear, as determined by the District. The District will also instruct the Cooperator in the operation of this equipment and/or materials.

~The Cooperator agrees to pay \$10.00/acre for the use of this equipment and/or materials. The Cooperator shall comply with all federal, state and local laws and ordinances applicable to use of the neglect or abuse resulting to this equipment and /or materials.

~The Cooperator shall indemnify and hold harmless the District and its officers, agents and employees from any and all liability or claims in connection with this agreement or the equipment and/or materials subject to this agreement, including, but not limited to, the selection, delivery, use, operation, or return of such equipment and/or materials.

**The Stark and Billings Soil Conservation District does not guarantee an established grass/crop stand.**

\_\_\_\_\_  
District Supervisor/Date

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

**The minimum charge for the rental of the drill is \$100 nonrefundable. The \$100 Deposit is required before picking up drill.**

Acres will be calculated according to the Conservation Plan Maps.

The Cooperator will begin seeding as soon as possible after picking up the drill. The cooperator will bring back the drill to District’s building as soon as possible after seeding is done.

Payment is required at the time this agreement is entered. The District will hold the Cooperator’s check until the seeding is complete. Thereafter; if the Cooperator seeds more or less acres than what is shown on this agreement, the Cooperator will submit a check for the correct amount.

\*\*A pin with chain will be provided for transporting the drill.

\*\*The Stark and Billings SCD is not responsible for the drill calibration. The Cooperator must constantly monitor the seed delivery, seeding rate, and the seed placement.

\*\*The Stark and Billings SCD reserves the right to refuse service to anyone

**IMPORTANT: The procedures provided for the calibration of John Deere drills are to be used as a guide only – as several factors could affect the rate at which the seed will flow through the seedway passages. The operator of the equipment must constantly monitor the seed delivery and placement!**

PLEASE FILL OUT THE FOLLOWING INFORMATION:

**NAME:** \_\_\_\_\_

**ESTIMATED:**

ACRES TO BE SEEDED: \_\_\_\_\_ (acres off of map)

AT \$10.00/ACRE \_\_\_\_\_ Acres x \$10.00

**ESTIMATED AMOUNT DUE:** \_\_\_\_\_

**\$100 (Nonrefundable) DEPOSIT MUST ALSO ACCOMPANY THIS FORM**

CHECK # \_\_\_\_\_ DATE: \_\_\_\_\_

**ACTUAL TOTALS:**

DATES SEEDED: \_\_\_\_\_

TOTAL ACRES FROM METER: \_\_\_\_\_

DIFFERENCE FROM MAPPED ACRES \_\_\_\_\_

TOTAL AMOUNT DUE: \_\_\_\_\_

TOTAL AMOUNT PAID: \_\_\_\_\_

BALANCE: \_\_\_\_\_

CHECK # \_\_\_\_\_ AMOUNT \_\_\_\_\_