

**DEER LODGE VALLEY
CONSERVATION
DISTRICT**

MAIL: 1002 Hollenback Lane
Deer Lodge, MT 59722
PHONE: (406) 415-4043

(This space for use by the Conservation District only) LESSEE INFORMATION	
Lessee's Name:	
Billing Address:	
Physical Address:	
Home Phone:	Cell Phone:
Deposit Received: Yes/ No Check No.:	
Driver's License No.:	
Vehicle Insurance:	

EQUIPMENT RENTAL AGREEMENT (LEASE)

THIS AGREEMENT, made the _____ day of _____, 20___, by and between Deer Lodge Valley Conservation District hereinafter called the Lessor and [Print Name]:

_____ hereinafter called the Lessee.

Lessee and Lessor, for the consideration hereafter named, agree as follows:
Under the General Conditions of Lease, Lessor hereby leases to Lessee all equipment named and identified in the following "Equipment Lease List," for use at such location and at such rental rate for such time as is herein stated. Lessor shall furnish such equipment in operative condition.

EQUIPMENT LEASE LIST

Description of Equipment	Equipment to be Used at or Near/Location of acreage	Rental Period	Equipment Identification Number	Security Deposit	Rental Rate [\$]	Rental Rate Unit Base (e.g. daily, monthly)
Pick up Date/Time	Return Date/Time	Beginning Meter Reading	Ending Meter Reading	Acres to be Tilled	Payment	

Lessor and Lessee, for themselves, their successors, executors, administrators and assigns, agree to the full performance of the covenants herein contained. The equipment may only be used for the purpose for which it is intended under the terms and conditions of this Agreement.

IN WITNESS WHEREOF, they have executed this Agreement the day and year first above written:

Lessor

By: _____

Lessee

By: _____

GENERAL CONDITIONS OF EQUIPMENT RENTAL AGREEMENT (LEASE)

The conditions of lease here below stated constitute a contract between the parties hereinabove named which contract is hereafter referred to as "this Agreement". Unless otherwise provided in Section 20 Special Conditions, the following apply:

1) **RENTAL PERIOD.** The Rental period shall cover all time consumed in transporting the equipment from the pick up point by Lessee to upon return of the equipment at Lessor's drop off point.

2) **RENTAL CHARGES.** Lessee shall pay rental for the entire Rental Period at the rate herein stipulated in the Equipment Lease List.

3) **PAYMENT.** The rent for equipment described in the Equipment Lease List shall be the amount therein designated. If there is no breach of this Agreement, Lessee may apply the security deposit, if any, to payment of the amount due upon calculation of the amount due upon return of the equipment. Lessee shall pay Lessor interest at twelve percent (12%) or the highest lawful rate, whichever is greater, on any delinquent payment from the date when such payment was due until paid and on any other sum for breach of this Agreement, from the date of the breach, and expenses of collection or suit, including actual attorneys' fees.

4) **SECURITY DEPOSIT.** Any security deposit paid by Lessee to Lessor is paid to guarantee Lessee's full and faithful performance of all terms, conditions and provisions of this Agreement. If Lessee shall so perform, an equal sum shall be repaid without interest to Lessee at the termination of this Agreement.

5) **TRANSPORTATION COSTS.** Lessee is responsible for all transportation costs of the equipment.

6) **MAINTENANCE AND OPERATION.** Lessee shall not alter the equipment nor remove, alter, disfigure or cover up any numbering, lettering, or insignia displayed upon the equipment, and shall see that the equipment is not subjected to careless, unusually or needlessly rough usage; and Lessee shall at his own expense maintain the equipment and its appurtenances in good repair and operative condition, and return it in such condition to Lessor, ordinary wear and tear resulting from proper use thereof alone expected. Lessee shall be responsible for the payment of all damages and broken parts occasioned by Lessee's use. The equipment may only be used on the acreage described on the Equipment Lease List. The equipment may not be loaned or used on acreage not listed in the Equipment Lease List.

7) **OPERATING SUPPLIES.** Lessee is responsible for all supplies and materials necessary for the operation of the equipment for its intended use.

8) **REPAIRS.** The expense of all repairs made during the Rental Period, including labor, material, parts and other items shall be paid by Lessee.

9) **OPERATORS.** Lessee shall use only competent operators in the operation of the equipment during the Rental Period.

10) **DISCLAIMER OF WARRENTIES.** LESSOR, BEING NEITHER THE MANUFACTURER, NOR A SUPPLIER, NOR A DEALER IN THE EQUIPMENT, MAKES NO WARRENTIES, EXPRESS OR IMPLIED, AS TO ANY MATTER WHATSOEVER, INCLUDING, WITHOUT LIMITATION, THE CONDITION OF THE EQUIPMENT, ITS MERCHANTABILITY, ITS DESIGN, ITS CAPACITY, ITS PERFORMANCE, ITS MATERIAL, ITS WORKMANSHIP, ITS FITNESS FOR ANY PARTICULAR PURPOSE, OR THAT IT WILL MEET THE REQUIREMENTS OF ANY LAWS,

RULES, SPECIFICATIONS, OR CONTRACTS WHICH PROVIDE FOR SPECIFIC APPARATUS OR SPECIAL METHODS. LESSOR FURTHER DISCLAIMS ANY LIABILITY WHATSOEVER FOR LOSS, DAMAGE, OR INJURY TO LESSEE OR THIRD PARTIES AS A RESULT OF ANY DEFECTS, LATENT OR OTHERWISE, IN THE EQUIPMENT. AS TO LESSOR, LESSEE LEASES THE EQUIPMENT "AS IS". LESSOR SHALL NOT BE LIABLE IN ANY EVENT TO LESSEE FOR ANY LOSS, DELAY, OR DAMAGE OF ANY KIND OR CHARACTER RESULTING FROM DEFECTS IN, OR INEFFICIENCY OF, EQUIPMENT HEREBY LEASED OR ACCIDENTAL BREAKAGE THEREOF.

11) **INDEMNITY.** Lessee shall indemnify Lessor against, and hold Lessor harmless from, any and all claims, actions, suits, proceedings, costs, expenses, damages, and liabilities, including attorneys' fees, arising out of, connected with, or resulting from the equipment or the Lease, including without limitation, the manufacture, selection, delivery, leasing, renting, control, possession, use, operation, maintenance or 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 workmen and other persons caused by the operation, use, control, handling, or transportation of the equipment during the Rental Period.

12) **INSPECTION: CONCLUSIVE PRESUMPTIONS.** Lessee shall inspect the equipment prior to taking receipt thereof unless otherwise provided under Special Provisions or unless Lessee gives written notice to Lessor, specifying any defect in or other proper objection to the equipment. Upon return of the equipment Lessee and Lessor shall inspect the equipment to determine if the equipment is in the same condition as when leased, normal wear and tear excepted. Lessee agrees that it shall be conclusively presumed, as between Lessor and Lessee, that Lessee has fully inspected and acknowledged that the equipment is in full compliance with the terms of this agreement, in good condition and repair, and that Lessee is satisfied with and has accepted the equipment and returned the equipment in such good condition and repair. Lessor shall have the right at any time to enter the premises occupied by the equipment and shall be given free access thereto and afforded necessary facilities for the purpose of inspection.

13) **OWNERSHIP.** Lessor shall at all times retain ownership and title of the equipment. Lessee shall give Lessor immediate notice in the event that any of said equipment is levied upon or is about to become liable or is threatened with seizure, and Lessee shall indemnify Lessor against all loss and damages caused by such action.

14) **DEFAULT; REMEDIES.** If Lessee shall default in any manner in this Agreement Lessor shall have the right to exercise any remedy at law or in equity. Lessor shall have the right to take possession of any or all items of the equipment without demand, notice, or legal process, wherever they may be located. Lessee hereby waives any and all damages occasioned by such taking of possession. Any said taking of possession shall not constitute a termination of this lease as to any or all items of equipment unless Lessor expressly so notifies Lessee in writing. **LESSEE AUTHORIZES LESSOR, ITS EMPLOYEES, AGENTS, AND APPOINTEES TO ENTER UPON LESSEE'S PROPERTY OR PROPERTY UNDER LEASEE'S CONTROL TO TAKE POSSESSION AND TO REMOVE THE EQUIPMENT LISTED HEREIN UPON ANY RECALL, DEFAULT, OR TERMINATION OF THIS AGREEMENT.**

15) **NO SUBLETTING ASSIGNMENT.** No equipment shall be sublet by Lessee, nor shall he assign or transfer any interest in this Agreement without written consent of Lessor. Subject to the foregoing, this Agreement inures to the benefit of, and is binding upon, the heirs, successors, and assigns of the parties hereto.

16) **REMEDIES CUMULATIVE: NO WAIVER; SEVERABILITY.** All remedies of Lessor hereunder are cumulative and may, to the extent permitted by law, be exercised concurrently or separately, and the exercise of any one remedy shall not be deemed to be an election of such remedy or to preclude the exercise of any other remedy. No failure on the part of the Lessor to exercise and no delay in exercising, any right or remedy, hereby shall not operate as a waiver thereof; nor shall any single or partial exercise by Lessor of any right or remedy hereunder preclude any other or further exercise thereof or the exercise of any other right or remedy. If any term or provision of this lease is found invalid, it shall not affect the validity and enforcement of all remaining terms and provisions of this lease.

17) **EXPENSES.** Lessee shall pay Lessor all costs and expenses, including attorneys' fees, incurred by Lessor in exercising any of its rights or remedies hereunder or enforcing any of the terms, conditions, or provisions hereof.

18) **LAW AND VENUE** Any action at law or suit in equity, or judicial proceeding for the enforcement of this Agreement or any provision thereof shall be instituted only in the courts of the State of Montana. This Agreement shall be governed by the laws of the State of Montana, both as to interpretation and performance. In the event of litigation concerning the terms of this Agreement venue shall be in the 3rd Judicial District in and for the County of Powell.

19) **ENTIRE AGREEMENT.** This instrument constitutes the entire agreement between Lessor and Lessee; and it shall not be amended, altered or changed except by a written agreement signed by the parties hereto.

20) **SPECIAL CONDITIONS OF EQUIPMENT RENTAL AGREEMENT**

A. Lessee shall:

- Provide proof of a valid driver's license and vehicle insurance.
- Tow the drill with a tractor or nothing less than a heavy $\frac{3}{4}$ ton truck and at a speed of not to exceed greater 25 mph.
- If equipment will be returned late, Lessee shall immediately contact Lessor to extend the return date and time as determined by Lessor and at the charge determined by Lessor for the use of the drill. If another producer is scheduled to use the drill no extension will be allowed; the drill must be returned. The Lessee may reschedule the use of the drill.
- Operate the drill according to the operator's manual instructions.
- When seeding is complete and the drill returned Lessee shall certify to Lessor the actual acreage seeded to establish the final billing charges.
- Review, understand and use the "Field Quick Check"- a guide to pre-field attachments and settings.
- Be aware that the large drill box is equipped with a half-speed attachment. Follow the seed index settings for pounds of seeds per acre, on 7.5 inch row spacing, in the operator manual or drill box chart.
- Disengage wheel before roading and/or moving the drill.
- **NOT** turn sharply in the field with the disks down to prevent damage to the disks.
- Completely clean out the seed box and fertilizer box prior to returning the drill.

B. Fees:

- A \$25 fee will be assessed if upon inspection the drill is not completely clean.
- Excepting an Act of God, a late fee charge of \$400.00/day will be assessed if the drill is not returned at the designated time and place.

C. Pick up/Drop off Locations:

- The Pick up Location:
- The Drop off Location: