



MISSOULA CONSERVATION DISTRICT NO-TILL DRILL RENTAL AGREEMENT

This Agreement is entered into by and between:

Missoula Conservation District (“District”)

1075 South Avenue W, Suite #3

Missoula, Montana 59801

Phone: (406) 258-3430

and _____ (“Lessee”), identified as follows:

Lessee Signature: _____

Mailing Address: _____

Telephone Number: _____

Email Address: _____

1. The District hereby rents to Lessee, and Lessee rents from the District, subject to the terms and conditions herein, the following: **Truax Flex II88 No-Till Drill and / or Deck Over Trailer (VIN ending in 259726)** (“Equipment”). The District represents that to the best of its knowledge and belief that the Equipment is in sound and safe condition and free of any known faults or defects, which would affect its safe operation under normal use. Lessee acknowledges delivery and acceptance of the Equipment, upon the terms and conditions of this Agreement.
2. The District rents to Lessee the Equipment for the purpose of planting seed on Lessee’s property or property being leased by Lessee. Lessee will not put any materials other than seed through the Equipment, including but not limited to fertilizer.
3. The term of this Agreement shall be _____ days beginning on _____(date) at _____(am/pm) and ending on _____(date) at _____(am/pm).
4. Lessee acknowledges that their insurance policy will cover the Equipment for liability and damages during the rental period. Lessee will provide acceptable proof of current insurance policy to the District.
5. In consideration of the Agreement, Lessee covenants and agrees as follows:
 - a. To pay the District for the possession and use of the Equipment for the purpose listed in Section 2, payable as follows:
 - i. Lessee shall make a security deposit of \$500 in check or credit card payment to the District, which shall be used in the event of loss or damage to the Equipment during the term of this agreement to defray fully or partially the cost of necessary repairs or replacement. In the absence of damage or loss,



the deposit shall be credited toward payment of the rental fee and any excess shall be returned to Lessee.

- ii. Rate of Equipment rental is \$150 per day, which includes time necessary to haul Equipment.
 - iii. The Lessee will pay for the cost of transporting the Equipment from and returning the Equipment to Missoula Conservation District, 1075 South Avenue W, Missoula, Montana 59801. Transportation shall take place during the term listed in this Agreement. Lessee agrees to return the Equipment to Missoula Conservation District, 1075 South Avenue W, Missoula, Montana 59801 by the time on the ending date of this Agreement as specified in Section 3. If Lessee fails to return the Equipment promptly at the end of the rental period, additional rental fees will be charged and payable for each day, prorated at one and one-half times the normal rental rate.
- b. To safely keep and carefully use the Equipment and not sell, remove, or attempt to remove the Equipment or any piece thereof except as is reasonably necessary for the purpose listed in Section 2.
 - c. Lessee shall, during the term of this Agreement, abide by and conform to, and cause others utilizing the Equipment to abide by and conform to, all laws, rules, and regulations controlling or in any manner affecting operation or use of the Equipment.
 - d. Lessee agrees not to use the Equipment for illegal purposes. Lessee further agrees not to operate the Equipment in a negligent manner. Lessee agrees not to permit the Equipment to be operated by any other person other than those named in this Agreement without written permission of the District. Lessee agrees not to carry property or materials in excess of the rated capacity of the Equipment.
 - e. Lessee accepts the Equipment in its present condition. Lessee shall maintain Equipment in its present condition, reasonable wear and tear occurring despite standards of good maintenance of Equipment excepted.
 - f. Lessee shall not perform nor authorize the repair of any damages and/or modifications to the Equipment without express written consent from the District.
 - g. Lessee will cover at his/her own expense any damages to the Equipment caused by operation or use by Lessee or by others during the term of this Agreement and until delivery of the Equipment to Missoula Conservation District, 1075 South Avenue W, Missoula, Montana 59801 by the date specified in this Agreement. An Inspection Report shall be completed before and after the term of this Agreement and shall be signed by both parties to the Agreement. The District reserves the sole right to determine the best means of performing repairs to any damages to the Equipment.
 - h. If Lessee will have someone other than themselves operating the Equipment, their information must be provided in this Agreement as follows:

Name of person(s) to be operating Equipment: _____

Age of person(s): _____

Proof of age given (i.e. Driver's License No.): _____

- i. Lessee acknowledges the proper loading and unloading procedures of the Equipment as well as the use and operating procedure of the Equipment. If no



knowledge of operation is known by Lessee, then instructions will be given to Lessee that are deemed necessary in order to rent this Equipment. By signing this agreement, the Lessee acknowledges review of operating procedures of the Equipment.

- j. The Equipment will be transported by a vehicle with the description as follows:

Year, Make & Model: _____

Color of Vehicle: _____

License Plate No. : _____

Vehicle Registered To: _____

Name of Person driving vehicle: _____

Valid Driver's License: _____

- k. The Lessee will be responsible for the cleaning and removal of seed from the seed tubes and seed boxes before returning Equipment. If the Equipment is not returned cleaned to the satisfaction of District staff, a cleaning fee of \$150 will be charged.
- l. The Equipment will be scheduled out on a first come, first serve basis with priority given to use within Missoula County. The scheduling will be done by the Missoula Conservation District office in Missoula, Montana.
- m. Neither Lessee nor others shall have the right to incur any mechanic's or other lien in connection with the repair, maintenance, or storage of said Equipment, and Lessee agrees that neither he/she nor others will attempt to convey or mortgage or create any lien of any kind or character against the same or do anything or take action that might mature into such a lien.
- n. Lessee will be required to present an automobile insurance card, issued by an insurance company (not an agent) and that is valid during the entire rental period, as proof of insurance coverage.
- o. Lessee shall be responsible and liable to the District for, and indemnify the District against, any and all damage to the Equipment, which occurs in any manner from any cause or causes during the term of this lease or until return and delivery of the Equipment to the District. Lessee shall be responsible and liable for, indemnify the District against, hold the District free and harmless from any claim, suits or actions, including reasonable attorneys' fees and all costs of litigation and judgment of any kind which arise or in any manner are occasioned by the acts or negligence of Lessee or others in the custody, operation or use of, or with respect to, said Equipment, during the term of this lease or until return and delivery of the Equipment to Lessor.
- p. Lessee will keep insured from and including this day until return and delivery of the Equipment to the District, in such company or companies as the District shall approve, according to applicable standard forms of policy, and for the benefit of the District (1) against the loss or damage from any cause or causes to the Equipment, and (2) against the liability for personal injuries, death, or property damages, or any of them, arising or in any manner occasioned by the acts or negligence of Lessee or



others in the custody, operation or use of, or with respect to said Equipment. Amounts for this coverage will be no less than that required by the State of Montana.

- q. It is mutually agreed that in case Lessee shall violate any of the aforesaid covenants, terms and conditions the District may at its option without notice terminate this Agreement and take possession of the Equipment wherever found. Additionally, the District reserves the right to determine the Lessee ineligible to the privilege of renting the Equipment in the future if Lessee violates any of the aforesaid covenants, terms, and conditions, or if Lessee interacts with District or District staff in a manner that is, in the sole determination of the District, deemed to be unprofessional or threatening.
- r. ATTORNEY'S FEES. Should it become necessary for the District to employ an attorney to enforce any of the conditions or covenants hereof, including the collection of rental fees or gaining possession of the Equipment, Lessee agrees to pay all expenses so incurred, including a reasonable attorney's fee.
- s. GOVERNING LAW. This Agreement shall be governed, construed, and interpreted by, through, and under the Laws of the State of Montana.
- t. SEVERABILITY. If any provision of this Agreement or the application thereof shall, for any reason and to any extent be invalid or unenforceable, neither the remainder of this Agreement nor the application of the provision to other persons, entities or circumstances shall be affected, thereby, but instead shall be enforced to the maximum extent permitted by law.
- u. BINDING EFFECT. The covenants, obligations, and conditions herein contained shall be binding on and inure to the benefit of the heirs, legal representatives, and assigns of the parties hereto.
- v. DESCRIPTIVE HEADINGS. The descriptive headings used herein are for convenience of reference only and they are not intended to have any effect whatsoever in determining the rights or obligations of the District or Lessee.
- w. ALTERATIONS OR IMPROVEMENTS. Lessee shall make no alterations or improvements on the Equipment without prior written consent of the District.
- x. NON-WAIVER. No indulgence, waiver, election or non-election by the District under this Agreement shall affect Lessee's duties and liabilities hereunder.
- y. MODIFICATION. The parties hereby agree that this document contains the entire agreement between the parties and this Agreement shall not be modified, changed, altered, or amended in any way except through a written amendment signed by all of the parties hereto.
- z. ASSIGNMENT AND SUBLETTING. Lessee shall not assign this Agreement, or sub-let or grant any license to use the Equipment or any part thereof without the prior written consent of the District. A consent by the District to one such assignment, sub-letting or license shall not be deemed to be a consent to any subsequent assignment, sub-letting, or license. An assignment, sub-letting, or license without the prior written consent of the District or an assignment or sub-letting by operation of law shall be absolutely null and void and shall, at the District's option, terminate this Agreement.