



Crow Wing Soil and Water Conservation District

2024 No-Till Drill Rental Agreement



Renter: _____

Address: _____

Phone: _____

This rental agreement is made on _____ day of _____, 2024, between _____ (Renter), and the Crow Wing Soil and Water Conservation District (District).

These parties agree as follows:

1. The District, in the interest of promoting soil, water, and energy conserving practices will provide a 10 ft. no-till drill available for rent by landowners in the Pine River Watershed.
2. The District views this as an educational program and would like to let as many Renters as possible use the drill. There is no minimum or maximum amount of acres that the drill can be used for, but the District retains the right to limit use.
3. Happy Dancing Turtle(HDT) shall arrange rental schedules. Landowners in the Pine River Watershed will receive priority in scheduling over landowners outside of the Pine River Watershed.
4. The rental fee of \$14.00 per acre (plus tax) shall be paid to Crow Wing SWCD to cover the drill rental costs prior to use. For landowners outside of the Pine River Watershed, a travel charge of \$5.00/road mile one way outside the county boundary will be applied.
5. **The Renter agrees to \$500 security deposit held in cash or check made out to the Crow Wing Soil and Water Conservation District.** If the Renter breaches any such terms and conditions, the security deposit shall be retained by the District. The Renter shall be required to pay additional damage charges if applicable.
6. The Renter agrees to the rental period and rental charge shown on this Agreement. The renter agrees not to retain the drill beyond the scheduled return date/time without prior notice to HDT and HDT consent. The Renter agrees that **if Renter fails to return the drill within the rental period, Renter will pay an additional rental rate of \$100 per day.**
7. HDT will instruct the Renter in the proper calibration, care, and operation of the drill prior to use.
8. The Renter shall not sub-let the drill during the period of their possession, and will be fully responsible for the acreage covered from the time of pick-up to the time of drop-off. All Renters must complete a rental agreement prior to use.
9. **A \$75 cleaning penalty will be assessed to the renter if the drill is returned with seed in the box.** The remaining seed will be considered forfeited.
10. **No fertilizer or pesticide shall be applied using this drill. If there is evidence of fertilizer or pesticide the full security deposit will be forfeited.**
11. The District reserves the right to refuse the rental of the drill to any landowner/operator.
12. Hold Harmless:
Renter recognizes the hazards associated with the operation of the drill and personal safety requirements necessary to ensure the safe operation and use of this piece of equipment. To the fullest extent permitted by

law, the Renter agrees to indemnify Happy Dancing Turtle, Crow Wing and Cass County and/or Crow Wing SWCD, their officers, employees, agents, and others acting on their behalf, to hold them harmless and to defend and protect them, from and against any and all loss, damage, liability, cost and expense of any sort whatsoever, based upon, resulting from, or otherwise arising in connection with any actions, claims or proceedings (of any sort and from any source whatsoever brought), or any loss, damage or injury of any type whatsoever sustained, whether or not also caused in part by a party indemnified hereunder, by reason of any act of omission of Renter, its officers, employees or agents, or any other person(s) or entity(ies) for whose acts or omissions Renter may be legally responsible, in the performance of any Renter's obligations (whether expressed or implied) under this Memorandum of Understanding.

Is the field in the county? (circle) Crow Wing Cass Other _____

Location: list parcels and acres to be seeding within that parcel or attach a map with areas highlighted.

Parcel	Acres	Parcel	Acres

Total amount of acres to be seeded: _____ x \$14/acre = \$ _____ x 1.07875 = \$ _____

Outside Pine River Watershed: _____ x \$5/ mile = \$ _____

| Total Due \$ _____

What are you planting with the No-Till Drill _____

Previous Years' Crop _____

New Planting/Current Years' Crop _____

Next 2 years rotation (if 3-year program) _____, _____

If Hay into Hay, how long has it been in hay? _____ years

Site Preparation –check all that apply

- chemical burn down/suppression
- heavy grazing
- mowing
- light disk
- stubble

Do you intend to keep the field in No-Till for at least 3 years?

Yes No

Do you intend to fertilize the field this year? (circle) Yes No

If Yes, when? _____

