

JD 1590 SEED DRILL RENTAL AGREEMENT

Box 223 - 111 Sarah Ave Miniota, MB R0M 1M0
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Inglis
204-564-2388

Miniota
204-567-3554

Oak River
204-566-2270

Please complete all information:

Name: _____ Phone: _____ E-Mail: _____

Mailing Address: _____ Postal Code: _____

Legal Description of project(s) (Qtr, Sec, Twp, Rge): _____

Potential Acres: _____ Crop: _____ Target Date: _____

Please provide any comments regarding your use of the seed drill:

For office use:

Date Delivered: _____ Date Completed: _____ Total Acres: _____

Crop Seeded: _____ Date Billed: _____



Terms & Conditions

The Watershed District shall:

1. Determine application priorities in consultation with the Sub-District & Board.
2. Reserve the right to reasonable access to project areas for tours or to inspect the condition of the project site.
3. Require a signed rental agreement to be placed with our office before delivery of the seed drill.

The Applicant shall:

1. Fill out a rental agreement each time you use the seed drill
2. Agree to care for the equipment in a reasonable and prudent manner, reporting any problems resulting from equipment malfunction to AWWD immediately.
3. Contact AWWD staff when you are ready to use. Business hours are Monday to Friday 8am to 4:30pm.
4. Use the seed drill in a timely manner for the benefit of others waiting. Upon completion, notify the AWWD office as soon as possible.
5. Be responsible for missing and/or damaged parts other than normal wear and tear of equipment.
6. Provide minimum \$400.00 rental fee
7. Provide \$20.00/ac for the first 20 acres, \$10.00/ac for the remaining acres
8. Provide and operate a tractor capable of pulling seed drill:
 - Recommended: 90 horse power tractor with 2 hydraulic remotes
9. Be responsible for setting the seeding rate, depth and verifying accuracy
10. Raise the drill out of the ground while turning, do NOT back up with drill in the ground, do NOT transport with drive wheel engaged, do NOT use fertilizer in the drill
11. Upon completion of use, the seed drill will be left in good condition, with seed boxes and boots clean and clear. (Subject to a \$100 cleaning fee)
12. Pay the balance due within 30 days of receiving an invoice.

By signing this rental agreement the operator of the no-till drill agrees to the following:

- To expressly assume the risk and full financial liability and responsibility for any and all personal injuries or property damage caused by the no-till drill during any period of its transportation, use, operation and storage, whether to the operator or any person; to release and forever discharge the AWWD, its directors, members, employees, agents, representatives and their successors, executors, administrators, and assigns forever, from any and all claims for damages for personal injury, property damage and contract, of every kind and nature whatsoever, whether known or unknown, liquidated or unliquidated from the date of the execution of this agreement.
- To indemnify and hold harmless the AWWD, its directors, members, employees, agents, representatives and their successors, executors, administrators and assigns forever from any and all claims for any loss, damage, bodily injury, or other liability, whether in tort or in contract, incurred for the use, transportation, operation and storage of the no-till drill.
- Operator expressly understands and agrees that there are no warranties, expressed or implied concerning the rental, transportation, operation, or storage of the equipment.
- The District reserves the right to pick up the no-till drill if it is not being used in a timely manner.

I hereby declare that I have read and understand the terms and conditions of the No-till Drill Rental Agreement, and do hereby agree to abide by said terms and conditions. I further agree to cooperate fully with the Watershed District in completing and maintaining the project as outlined.



Signature of Applicant

Date

