



Effective December 1, 2012

P. O. Box 100, Davenport, NE 68335 (402)364-2145

Equipment Use Agreement & Release

Name: _____ Phone #: _____

Address: _____ Cell Phone _____

City: _____ State _____ Zip Code _____

Legal description of the field(s) to be seeded and/or planted: _____

Drill will be used to plant: (Check One) Grass; Legumes; Food Plots

Estimated acres to be seeded: _____ Date drill picked up: _____

Predicted number of days of use: _____ Time checked out: _____

I agree to pay the **Little Blue Natural Resources District** a **Deposit of \$500** when completing this form as security for equipment damage, breach of this agreement and/or non-payment of bills. I also agree to pay the required rental rate and all outstanding balances within 30 days of receiving the statement from the LBNRD. I understand that any portion that is not paid within 30 days is subject to 1.5% interest per month on the unpaid balance.

If the grass drill and/or transport trailer is damaged due to my negligence, I agree to pay the Little Blue NRD for all repairs, replacement and labor required to restore the equipment to the condition that I received it today. I understand that my deposit will be returned to me upon delivery of the equipment in as good a condition as received.

The District staff has my permission to inspect the area(s) where I used the grass drill to assure that the site possesses no risk of damage to the equipment, or to investigate any situation where damage may have occurred.

I agree that I will not sublease the equipment, assign this agreement, nor permit anyone other than me, or my agents and employees to operate the equipment.

Cooperator Signature _____ Date _____

Printed Name _____

Address _____

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Attachment 1

This Release is executed by me on the date shown below, herein referred to as Releasor, to the Little Blue Natural Resources District, a Political Subdivision of the State of Nebraska, located at 100 east 6th Street, Davenport, Nebraska 68335, herein referred to as Releasee.

I, the Releasor, having been granted permission to use conservation equipment of the Releasee for a nominal fee, do for myself, my heirs, executors, administrators, agents and assigns, hereby release and forever discharge the Little Blue Natural Resources District, its officers, directors, employees and representatives of and from any and all liability, claims, demands, actions, and causes of action, in any manner from any and all events, transactions or occurrences of whatever nature or character, whether by negligence or not, arising out of the rental of the equipment.

This agreement may not be modified in any way except with consent of the Little Blue NRD, in Davenport, Nebraska. This lease is subject to the laws of the State of Nebraska.

The lease constitutes the entire agreement between parties hereto and the terms of this Release are contractual and not a mere recital.

Releasor further states that he or she has carefully read the foregoing Release and knows the contents thereof and signs this Release of his/her own free act.

IN WITNESS WHEREOF, Releasor has executed this Release on the day and year stated below.

Releasor Signature _____ **Date** _____

LBNRD Representative Signature _____ **Date** _____

TO BE FILLED OUT UPON COMPLETION OF SEEDING JOB

Time Drill Checked In: _____ Date: _____ Drill Checked- Initial: _____

Rental Cost			
Horizon Grass Drill - Charges: \$8.00 / Acre (\$ 24.00 Minimum Charge)			
# of Acres	_____	X \$8.00	= \$ _____
Tye No-Till Drill - Charges: \$12.00 / Acre			
# of Acres	_____	X \$12.00	= \$ _____
Applicable Sales Tax @	_____ %	=	\$ _____
TOTAL RENTAL CHARGES			\$ _____

Little Blue NRD

Drill Rental Procedures

The following procedures will be followed when renting the grass-land and no-till drills of the Little Blue NRD.

- All drills will be stationed at the Little Blue NRD Office in Davenport.
- Cooperators must call the NRD office to make rental arrangements. The following information will be requested of the cooperator: Name, address, county, type of drill desired, number of acres to be sowed, desired dates of seeding. The drills will be rented on a first come, first serve basis.
- The cooperator must read and sign, both the front and back of the “Equipment Use Agreement & Release” before removing the drill from the NRD premises.
- A deposit check in the amount of \$500 made out to the Little Blue NRD is required as security for the equipment when the drill is picked up. (The deposit will be held by the district until final payment for the seeding job has been received by the District.)
- If a cooperator plans to pick up the drill over the weekend, the Equipment Use Agreement & Release form can be mailed or e-mail by the NRD, or the operator provided instructions on how to download the form from the NRDs website. The form must be filled out, signed and mailed to the NRD along with the required \$500 deposit check, but in all cases the drill will not be rented out unless the form has been completed and deposit check provided to the NRD.
- The producer should contact the NRD if any problems, break-downs or damage occurs to the drill. When the drill is returned to the NRD, an NRD official will inspect the drill and transport carrier for any damage and note any problems which are found. The producer will be responsible for all costs for break-downs or damage to the equipment which are shown to be caused by the negligent actions of the producer.
- The cooperator must provide an accurate report of the total number of acres which were seeded for the final billing.
- The producer may pay the bill for services upon delivery of the drill to the NRD, or a bill for services will be mailed from the Little Blue NRD Office within 10 days of completion of the seeding job. Payment of the outstanding balance is due within 30 days.
- The deposit check will be returned to the producer when the NRD receives full payment for the seeding bill.

Over

Please Read Before Using the Drills

1. Set the rate of drop on your tractor's hydraulics so that you do not damage the drill.
2. Depth level is adjusted by the hydraulic cylinders on the no-till Drill and/or the Grassland drill.
3. Set your tractor's hydraulic speed in the **slow position**.
4. Remember to remove the hydraulic cylinder locks (left and right side on the no-till drill) and center cylinder on the grassland drill after hooking up hydraulics and mating to the tractor.
5. Never put grass seed in the drill before transporting it. The seed will pack in the seed box, not feed through the drill properly and may cause damage to the drill.
6. **DRILLS must be lifted before making turns.** Do not make sharp turns or initiate hard braking with the drill in the ground.
7. Planting speed should be controlled by ground conditions or kept between 1.5 and 5.5 miles per hour.
8. Remember to secure hydraulic cylinder locks on both hydraulic cylinders depending on drill type.
9. Do not exceed 25 mph travel speed when no-till drill is in tow. Drill tires are not rated for speeds in excess of 25 mph. Maintain safe speeds when towing the trailered grass drills.
10. We recommend that you check with your insurance agent regarding insurance coverage on rented equipment.
11. Drill must be returned in a cleaned-out condition.
12. Any broken parts or damage to the drills must be reported to the NRD immediately.