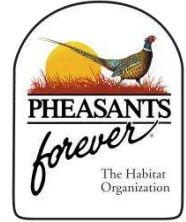




Pheasants Forever

Rental Agreement



Renter shall promptly notify the Pheasants Forever representative of any loss, theft, damage or destruction to the equipment.

Renter shall not sublet the equipment, nor assign this agreement, nor permit anyone to operate the equipment other than the renter, his agents and employees.

Renter shall return the equipment to the representative of Pheasants Forever referenced above during business hours so that the check-in list may be completed.

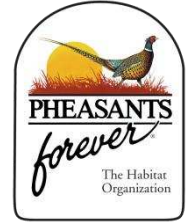
Title of the equipment shall remain at all times in the name of Pheasants Forever, and should the renter be in default of any term or condition of this lease, the renter consents that a Pheasants Forever representative or designee may enter upon the renter's premises using such force as permitted by law to take possession and remove the equipment without prior demand or notice wherever the equipment may be located without any court order or any other process of the law. Renter hereby waives any and all damages occasioned by such taking of possession of the equipment and such taking of possession shall not relieve the renter of its obligations to pay the total amount rent due plus any damage done to the equipment since picked up under this lease. After taking repossession, Pheasants Forever may rent the equipment to anyone and will be under no obligation to return possession of the equipment to the renter.

Failure to demand strict performance of this lease by the renter shall not waive or diminish Pheasants Forever's rights thereafter. Waiver of any default shall not waive any other default, all Pheasants Forever rights here under are cumulative and alternative.

The lease constitutes the entire agreement between parties and may not be modified in any way except with direct consent of the Pheasants Forever state office, in Elba, NE. This lease is subject to the laws of the State of Nebraska.



Rental Agreement



I have read the rental agreement and user recommendations and understand the proper method of mating the tractor of proper size and the proper method of operating a _____ foot no-till "pull type" drill.

I agree with the drill rental checklist as I have picked up this drill on this date _____ / _____ / _____ and **I agree to be financially responsible for any damage or loss that occurs while in my possession** for any parts or labor to restore the equipment to the condition that I received it today.

I agree that the cost of rental for the equipment as follows:

1. \$100.00 deposit (make checks payable to Pheasants Forever)
2. **Current Pheasants Forever Members:** \$ _____ per acre with a \$30.00 minimum cost and \$50.00 per day minimum cost for the 3rd day of possession and every day following until returned. **This payment rate may be selected by non-members, but a charge of \$ _____ will appear on the invoice for the membership.**
3. **Non-Pheasants Forever Members:** \$ _____ per acre with a \$30.00 minimum cost and \$50.00 per day minimum cost for the 3rd day of possession and every day following until returned.
4. Return the drill with all seed boxes clean of any left-over seed and/or fertilizer. A cost of **\$10.00 per box** will be charged for cleaning.

It is further understood that the renter shall:

1. If requested, submit an FSA map or photo detailing the acreage to be planted.
2. Provide an approximate project completion date prior to renting the drill.
3. If provided, place a Pheasants Forever project sign (supplied by Pheasants Forever) in a visible location on the completed project.

I will hold harmless Pheasants Forever from any bodily or property damage by the use of this equipment. I understand Pheasants Forever will not be responsible for any resulting crop failure thereof by my use of this equipment or any loss caused by delay in repairing or maintaining the equipment, including the acts of renter, his agents and employees.

I agree to pay the rental fee of \$ _____ per acre according to the fee structure stated above and the meter on the equipment. I understand that I will be invoiced by the Pheasants Forever State Office (located in Elba, NE) and will pay the balance in full within 30 days of the invoice date (a late fee of 1.5% will be added to balances not paid in full within 30 days). Invoicing will occur the first week of the month following rental of the drill. I further understand that if the Pheasants Forever Membership Rate is selected (#2 above), current membership records will be reviewed, and if found that I am not a current member, I will be charged an additional \$35.00 for membership.

Customer Signature _____ **Date** _____

Drill Rental Checklist

Renter / Billing Information

Please Print

Name _____

Mailing Address _____

Physical Address (if different) _____

Home Phone _____ Cell Phone _____

Driver's License Number and State of Issue _____

E-mail _____

Estimated # of Days Needed _____ Estimated Acres _____

Drill Meter reading when returned _____ **Date Returned** _____

Drill Meter reading when picked up _____ **Date Taken** _____

Total acres used _____ @ \$ _____ = \$ _____

Dollar amount shown above may not be the total amount owed depending on if number of acres drilled exceeds the minimum cost, the total number of days the drill is in possession of the renter, and/or if a seed box cleaning charge is accessed. See page 2 of Rental Agreement for more information.

WHAT TYPE OF SEED IS BEING DRILLED? (check all that apply)

- Native Grasses and Wildflowers/Legumes for new plantings or re-seedings** (such as in CRP when using species like big bluestem, little bluestem, indiagrass, switchgrass, black-eyed susan, showy partridgepea, upright coneflower, alfalfa, red clover, etc.)
- Inter-seeding Wildflowers/Legumes only into existing grass cover** (such as for CRP management, enhancing wildlife habitat, or improving forage quality on grazed rangeland)
- Food Plot(s) specifically for wildlife** (such as PF Food Plot mixes, small milo/corn plantings, clover/alfalfa/etc. "green" deer and turkey plots)
- Alfalfa or other plantings specifically for agricultural purposes** (hay, cover crops, etc.)
- Non-native grasses** (ex. smooth brome, fescue, etc. for things such as pasture seedings)
- Other, such as for yard or landscape plantings** _____

What are the location(s) of the plantings? (section, township, range, location in section)

Did the customer bring a copy of seed tags or other material showing the seeding rate (lbs/ac) so that the drill can be calibrated by the representative of PF? YES NO

COMMENTS (general condition of drill, parts missing or broken, repairs needed, disputes, etc.)

Drill Rental Checklist

Out

In

Copy of Drill Manual Provided		
Customer read the manual for approximate setting of seed to be drilled		NA
Pin in drill hitch		
Safety chain with hitch on drill		
Jack with drill tongue		
4 extra sprockets pinned on drill		
All drive chains on (5)		
All no-till coulters on		
All disc openers on the drill		
All packer wheels are on the drill		
Springs on opener and packers wheels are the same		
Hydraulic depth control stop is on the drill		
Tire pressure is at 40# (tubeless)		
Cylinder depth stop is on the right cylinder		
2 End adapters for Pioneer I.S.O. provided		
Hydraulic hoses are O.K.		
Tail Lights/Flashers work		
Tail Light Wiring Harness		
Tail Light Wiring Harness for Tractor		
Opener and packer arms are not bent		
Grease gun attached and all tools in toolbox including tail light round plug to flat plug conversion (list attached to interior of lid)		
All Zirks (grease fittings) have been greased		NA
Important Drill Safety / Use Points are explained		NA
Drill Calibrated to the Renters Grass Mixture		NA
Pheasants Forever Project Sign provided (if supplied)		NA
Damage Deposit: (check IN box if refunded) \$100.00	check cash	
All 3 seed boxes are clean?		Yes No
Cleaning charge for dirty seed boxes: \$10.00 each	NA	0 1 2 3

Out

_____ Pheasants Forever Drill Managing Partner

Out

_____ Customer

In

_____ Pheasants Forever Drill Managing Partner

In

_____ Customer

Please Read Before Using the Drill

1. Set the rate of drop on your tractor's hydraulics so that you do not damage the drill (Drill cost = \$30,000).
2. Depth level is adjusted by the hydraulic depth control stop (right cylinder), for depth. Seed depth adjustments must be made with knob adjustment on press wheels.
3. Set your tractor's hydraulic speed in the **slow position**.
4. Remember to engage drive lockout hub (left side) and move manual hydraulic valves (left and right side) after hooking up hydraulics and mating to the tractor.
5. Never put grass seed in the drill and transport. The seed will pack, not drill properly and may cause damage to the drill.
6. Don't turn 90 degree corners or 180 degree turns in the ground. No sharp corners or braking for turns with drill in the ground. **Drills must be lifted for turns.**
7. Planting speed should be controlled by ground conditions or kept between 1.5 and 5.5 miles per hour.
8. Remember to disengage drive lockout hub (left side) before transport. Remember to move manual hydraulic lockouts on both hydraulic cylinders.
9. Do not exceed 35 mph travel speed when drill is in tow. Drill tires are not rated for speeds in excess of 35 mph.
10. We recommend that you check with your insurance agent regarding insurance coverage on rented equipment.

Process for Renting the PF Drill

Check-out

1. Contact the next person on the Drill Reservation form BUT prioritize those who are planting habitat (native grasses, food plots, CRP) first above pasture and agriculture plantings.
2. **Make sure the customer reads pages 1 and 2 of Rental Agreement and give them a copy of Please Read Before Using Drill hand-out. Fill in the date and selected rental rate (highlighted in yellow) and have them sign and date the bottom of the Rental Agreement. Most everyone should select the \$12.00 per acre rental rate as even non-members who drill more than 3 acres will save money by paying the \$35.00 PF membership.**
3. Obtain the \$100 deposit (check or cash) and attach it by paper clip to the Rental Agreement. Make a copy of the Rental Agreement form if they want one.
4. Have the customer fill in the Renter / Billing Information down to the Estimated Acres and also answer the first 2 questions in the boxes (Type of Seed and Location of Planting) on the Drill Rental Checklist form.
5. Take the Drill Rental Checklist form out to the drill. With the customer as a witness, record the drill meter reading on the "when picked up" line and the date. Answer question 3 (Did customer bring seed information to calibrate drill) then go through the drill check-list on the back with the customer, marking the OUT box for each one. During this time the customer will need to hook up the drill to their vehicle to check the tail-lights/flashers.
6. Grease each Zirk and then help the customer calibrate the drill if they have their seed information. This is **the most important part of helping the customer** and may take some time. If the customer did not bring their seed information to properly calibrate the drill, explain the importance to him/her of calibrating it at home since they may under-seed (and have to go over the planting 2 or 3 times, making their bill be more expensive) or over-seed (and actually run out of seed before they finish).
7. After completing the check-list, the customer and the employee of Oregon Trail sign the OUT line. Attach the Drill Rental Checklist form to their Rental Agreement and deposit and place inside upper compartment of the clipboard on top of already completed agreements..

Check-in

1. Take the customer's Drill Rental Checklist to the drill. Mark the IN box for each one as you go through the drill with the customer. Circle Yes or No for the question "Are all 3 seed boxes clean?" and then circle the appropriate number that need to be cleaned (circle 0 if no cleaning is needed).
2. Record the current number of acres from the drill meter on the 1st page of the Drill Rental Checklist on the "when returned" line, along with the date returned. Subtract the check-out acre reading from the check-in acre reading to get total number of acres drilled. Record their selected rental rate and multiply to find out how much they'll owe. Actual amount owed may be different depending on how long they kept the drill and if they will receive a charge for not cleaning the seed boxes.
3. If the drill is in the same condition as when it was checked out, return the customer's \$100 deposit check or cash, and have him/her sign the IN box along with an employee of NRCS. If needed, record any comments in the COMMENTS box. If requested, make a copy of the Drill Rental Checklist for the customer. Put original copies of completed Drill Rental Agreements and Drill Rental Checklist in upper compartment of clipboard.
4. Every 2 weeks, scan the front and back of every Drill Rental Checklist form into one PDF document and e-mail to Mary Korth (MKorth@pheasantsforever.org) at the Pheasants Forever State Office for invoicing.
5. If something has happened to the drill beyond normal use that needs repair, and is due to the customer's negligence, retain the \$100 deposit and contact one of the local chapter members.