

GILES COUNTY SOIL CONSERVATION DISTRICT

Truax and Haybuster Drill Lease Agreement

This agreement is made on this date _____, _____, in Giles County, Tennessee, where by the undersigned agrees to lease the Truax Drill or Haybuster Drill from the Giles County Soil Conservation District, pursuant to the provisions contained herein.

For good and valuable consideration, I/We _____, hereinafter referred to as LESSEE agree as follows:

1. The administration of scheduling the machinery and handling of deposit funds will be the responsibility of Giles County Soil Conservation District.
2. Usage fees as follows:
 - A. A twenty-five dollars (\$25.00) a day minimum or four dollars (\$4.00) per acre, whichever is greatest. Example: if you are drilling on three (3) acres you will pay twenty-five dollars (\$25.00) for leasing, if you are drilling on twelve (12) acres you will pay forty eight dollars (\$48.00) for leasing.
 - B. Fees payable upon completion.
3. LESSEE will make the decision as to when to drill and when to cease drilling operation as dictated by environmental or other conditions or considerations.
4. LESSEE will return the drill cleaned out. The LESSEE shall pay a \$50.00 cleaning fee if returned without being cleaned. Subject to inspection by a Giles County Soil Conservation District Representative.
5. LESSEE will be charged a \$10.00 fee if the drill is returned without a hitch pin or if the hitch pin is returned broken or damaged.
6. The LESSEE shall:
 - A. Provide a suitable tractor with at least 70 horsepower for the haybuster.
 - B. Provide a suitable truck to pull the drill to the farm. This truck must be in good mechanical condition with a suitable hitch and be insured. The LESSEE lease will be terminated by the Giles County Soil Conservation District if the above requirements are not met.
7. LESSEE is totally responsible for compliance with all regulatory requirements.
8. This equipment will be used in Giles County. Equipment may be used in adjoining counties, if the equipment is not being used in Giles County.
9. The LESSEE agrees to assume full liability for the equipment at all times it is assigned to the LESSEE, his agents and employees, and for all damages or claims arising from the operation and possession of the equipment. **Special Notice: If the drill is returned damaged, and the damage is determined to be beyond the normal wear and tear, the LESSEE will pay for repairs including parts and labor. Labor costs will be charged at the current shop rates. Normal wear and tear will be determined by a Soil Conservation District Representative.** The LESSEE agrees to indemnify and hold harmless the Giles County Soil Conservation District, Natural Resources Conservation Service, their agents, agencies, employees, officers, and assigns as to any and all claims or damages that may arise from the LESSEE'S use, possession, transportation, and other operation of the equipment. LESSEE further agrees to indemnify and hold the above named parties

harmless as to any and all damages and claims whatsoever as a result of the application of material by the LESSEE.

10. The lease is terminated when the spreader is returned to the Giles County Soil Conservation District.
11. The drill will only be transported during daylight hours.
12. If after 30 days, any amount owed under this agreement is not paid by the LESSEE, the LESSEE agrees to pay the Giles County Soil Conservation District a minimum monthly payment of ten percent (10%) of the original balance plus one and one half percent interest on the unpaid balance per month until the amount owed is paid in full.
13. In the event any amount owed under this agreement is not paid by LESSEE, the LESSEE agrees to pay the reasonable attorney fees and cost incurred in the collection of the said owed amount.

Name: _____

Address: _____

City, ST, Zip: _____

Phone: _____

**Giles County Soil Conservation District
Drill Check In/Out
Check-List**

OUT	DESCREPENCIES	IN
	Press Wheel Disengaged	
	Drill Chain in working order	
	Drill Discs in working order	
	Hoses free of rips, tears, or cuts	
	Hydraulic Fittings present and working	
	Tires free of punctures and has good air pressure	
	Hitch Pin present and working	
	Drill is properly cleaned	
	No Other noticeable damages	

***If damage is present, please list on the back of this page.**

District Rep. _____ Date _____
Signature Out

Lessee _____ Date _____
Signature Out
(my above signature verifies that I have received a copy of the Drill Lease Agreement)

District Rep. _____ Date _____
Signature In

Lessee _____ Date _____
Signature In