

MEMORANDUM OF UNDERSTANDING NATIVE GRASS NO-TILL DRILL PROGRAM

This agreement between the Dakota County Soil and Water Conservation District (DCSWCD) and the Landowner/Operator, is entered into this _____ day of _____, 2008.

This agreement is intended to provide both parties with a clear understanding of the duties and responsibilities designated to each party.

Rental charges for use of the no-till drill shall be a **\$100 setup charge plus \$15 for each acre**. It is agreed that these charges shall be paid within 30 days from the date of invoice. **A 1.5% monthly service charge will be added after the 30 days.**

Operating drill without a signed contract is prohibited.

Any damages incurred to the drill, other than normal wear, shall be the responsibility of the landowner/operator and shall be billed to the landowner/operator.

In an effort to avoid scheduling delays and inconveniences to those waiting to use the drill, the following conditions have been established:

I. District Responsibility

- A. The District shall deliver the no-till drill to the landowner/operator. Upon completion of planting, the District shall pick up the drill from a pre-arranged site.
- B. Upon request, the District shall provide any needed instructions regarding the use, care and calibration of the drill.
- C. The District shall properly document any known mechanical or operational defects/problems before leaving the premises.
- D. The District shall not be responsible for the outcome of the planted acres. The acre meter will be read before and after planting to determine billable acres.
- E. The District shall bill the landowner/operator for all planted acres according to the acre counter.
No adjustments will be made to the acreage.

II. Landowner/Operator Responsibilities

- A. The landowner/operator must use the no-till drill for his/her own use. Loaning the drill to another landowner/operator is prohibited.
- B. Custom work performed by the operator on land that is not pre-approved by the district is prohibited.
- C. The landowner/operator shall exercise normal and reasonable care and maintenance of the drill while in his/her possession.
- D. The drill shall be used only for that amount of acres or time that has been previously arranged with the District.
- E. The drill shall be used only on the fields that have been previously approved by the District.
- F. All mechanical alterations to seed boxes or seeding mechanisms must be preapproved by the district.
- G. The landowner/operator will adhere to the time schedule that has been arranged. When the drill is delivered to you. **Do Not Procrastinate.** Use the drill that day if weather conditions permit. We have a tight schedule to fulfill all requests. Time is limited, so use the drill as you have agreed.
- H. The District must be notified immediately upon completion of planting to insure timely delivery to the next landowner/operator.

III. Hold Harmless and Indemnification

Landowner/Operator recognizes the hazards associated with the operation of the no-till 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 Landowner agrees to indemnify Dakota County and/or DCSWCD, 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 Landowner/Operator, its officers, employees or agents, or any other person(s) or entity(ies) for whose acts or omissions Landowner/Operator may be legally responsible, in the performance of any Landowner's/Operator's obligations (whether expressed or implied) under this Memorandum of Understanding.

I have read, understand and fully agree with the terms as stated in this memorandum. I understand that any infringement may be subject to additional payments, penalties or waiver of recovery for damages. **Please sign below:**

_____	_____
Landowner/Operator	Date
_____	_____
Address	Phone
_____	_____
District Representative	Date
_____	_____
	Estimated # of acres

For Office Use Only:

_____	Estimated Completion Time & Date
_____	Date & Time of Delivery
_____	Starting Acreage
_____	Ending Acreage
_____	Actual Number of Acres Planted
_____	Actual Completion Date
_____	Deposit
_____	Amount to be Billed
_____	Drill Inspection Date
_____	Invoice Number