

- 9.) If any technical assistance is required with the Drill prior to, during, or after its use, Lessee shall immediately contact SWCD to request said assistance.
- 10.) Lessee agrees to pay for all damage to the Drill resulting from causes other than normal wear and tear.
- 11.) SWCD shall not be liable for lost time or any special damages if for any reason the Drill shall become inoperable.
- 12.) Lessee agrees to supply all tools, equipment, and labor incidental to seeding.
- 13.) No photos/video/images taken of the No-Till Drill can be used without expressed permission of SWCD.
- 14.) Lessee shall not load commercial fertilizers in the Drill. Any damage to the Drill resulting from Lessee loading commercial fertilizers into the Drill shall not constitute normal wear and tear and will be the responsibility of the Lessee.
- 15.) Lessee agrees to thoroughly clean all seed out of seed compartments and remove excess debris from disk units, run assembly, etc. after Drill use. Failure to do so will result in a \$100 cleaning fee.
- 16.) SWCD reserves the right to immediately repossess the Drill due to weather, field conditions, or any other reason it sees fit.
- 17.) Lessee agrees and understands that SWCD is not responsible for failure of the seeding.
- 18.) Lessee shall be responsible for all reasonable attorney's fees to enforce any provision of this Agreement.
- 19.) **INDEMNIFICATION:** Lessee assumes all risk and liability arising from Lessee's use of the Drill and agrees to indemnify and hold SWCD harmless from all claims, liens, losses, damages, penalties, liability, costs and expenses, and attorney's fees in connection therewith, as well as and including any claims, demands, suits, or causes of action, etc. which Lessee may have arising from the acts or omissions of SWCD including its agents, servants, contractors, or employees.
- 20.) **WARRANTIES:** SWCD makes no representations or warranties, expressed or implied, as to the Drill, including the implied Warranty of Merchantability and Fitness.
- 21.) **ENFORCEABILITY:** If any term of this Agreement or the application thereof to any person or circumstances shall to any extent be held by a Court of competent jurisdiction to be invalid or unenforceable, the remainder of the Agreement shall not be affected thereby and shall be valid and enforced to the fullest extent possible permitted by law.
- 22.) **WAIVER:** Failure or delay of SWCD to exercise any right under this Agreement shall not be considered a waiver of that right.
- 23.) **MODIFICATION:** There shall be no oral modification of this Agreement.
- 24.) **ASSIGNMENT:** This Agreement may not be assigned by Lessee.

Lessee Signature

District Signature