

**Butler County Conservation District
No-Till Drill Rental Program
User Agreement**

This agreement is made this _____ day of _____, 20____ between the Butler County Conservation District, hereinafter referred to as the District, and _____, hereinafter referred to as the Lessee.

The District, subject to and in accordance with the provision of this Agreement, hereby agrees to lease their 10 Foot Haybuster No-till Drill, hereinafter referred to as equipment.

It is agreed and understood by both the District and the Lessee that the above-described equipment is leased under the following terms and conditions.

Terms and Conditions

- 1) The Lessee understands they are solely responsible for ensuring that the equipment is returned upon completion by the Lessee to the equipment's main location. **No exchanges of equipment between landowners will occur.** Equipment must be inspected before and after each rental.
- 2) Equipment is to be used by Butler County taxpayers only. Equipment is to be used only on land in and/or closely adjacent to Butler County. The District or its designated individuals shall have access to the equipment at all reasonable times. The vehicle towing the equipment must have liability insurance, and the driver must have a valid driver's license.
- 3) It is the Lessee's responsibility to use the equipment in a careful manner, keep it in good condition, and lubricate it daily while in use. Equipment will be used only for native grasses/grain/pasture/hay land seeding or renovation. **Equipment is NOT TO BE USED ON ROCKY OR RE-CLAIMED GROUND OR NEWLY CLEARED GROUND.** The equipment should only be used on prepared soils free of stumps, roots, debris, or other obstructions. **Use of equipment under these conditions constitutes negligence, and the District will seek reimbursement for the repair of damages plus any costs incurred to provide replacement equipment during the repair process.**
- 4) **The District recommends a minimum 75 horsepower tractor to operate the rental equipment.**
- 5) The equipment is to be operated by or under the direction of the Lessee. Lessee agrees NOT to make alterations or modifications to the equipment. **DO NOT TRY TO REPAIR EQUIPMENT YOURSELF.** If repairs and/or maintenance are needed, contact Dana Pendley at the District office as soon as possible during reasonable hours. **District Office (270) 526-3765, ext 3065**
- 6) Lessee assumes responsibility for all the risks arising from the possession and/or use of said equipment. Lessee agrees to hold and save the District harmless from any loss, expense, or liability from injury to persons or damage to property caused by said equipment or the use thereof, including any costs and attorney fees. Lessee shall notify the District immediately in writing of any such injury or damage.
- 7) The Lessee agrees to inspect the equipment, and ensure it is in good mechanical and working condition. Lessee agrees they will use said equipment in a careful manner so as to keep the same in good repair and condition at their expense.
- 8) Equipment condition will be inspected prior to rental and upon return of equipment. Lessee agrees to clean the equipment after they are finished using it. If equipment is not clean and in acceptable working condition upon return, the Lessee will be charged a **\$40 clean-up fee.** Seed boxes AND seed tubes should be free of excess/leftover seed. Outside of equipment should be free of mud, grass, lime, and debris.
- 9) Prompt payment of invoiced fees is expected. All invoiced amounts are subject to a \$20 late fee if not paid by the due date. The date due is the 10th of each month (no less than 30 days from date of invoice). Late fees will be compounded every 30 days until the balance is paid in full.

10) Lessee has the right to use the equipment a maximum of three (3) consecutive days. This 3-day limit applies only when other requests have been made for the equipment and will be adjusted for inclement weather if there are no pending requests.

11) During inclement weather, the Lessee agrees to contact the District Office as soon as possible during reasonable times so appropriate adjustments can be made to the equipment schedule.

12) The rental rate of \$10.00 per acre, with a \$100.00 minimum, will be charged as determined by the acre counter on the equipment. The base maintenance fee is \$60.00, and a clean-up fee of \$40.00 will be added as the District sees fit. The minimum fee and base maintenance fee must be paid as a deposit to secure rental of the equipment. If more acres are drilled and the total per acre fee exceeds the minimum, the difference over \$100 will be billed along with any other additional fees such as clean-up fee.

13) State sales tax will now be added to the cost of the total equipment bill of 6%. To opt out of this tax you must show proof of tax exemption upon securing the equipment agreement.

By signing below, the Lessee is confirming they have received a copy of this user agreement and have read and understand their rights and responsibilities.

In witness whereof, the parties hereto have executed this Agreement as of this _____ day of _____, 20____.

District Representative

Lessee

Butler County Conservation District
216 W. Ohio St. – Suite C
P.O. Box 70
Morgantown, KY 42261
(270) 526-3765, ext 3065

BUTLER COUNTY CONSERVATION DISTRICT
EQUIPMENT USE SUMMARY

CONTACT INFORMATION FOR LESSEE:

NAME: _____

MAILING ADDRESS: _____

PHONE: _____

TYPE OF SEED BEING USED: _____

WORK COMPLETED FOR: _____

IF NOT SELF, ADDRESS: _____

IF NOT SELF, PHONE: _____

PICK UP DATE: _____ METER READING: _____

DROP OFF DATE: _____ METER READING: _____

DEPOSIT \$160.00 - DATE PAID: _____ CHECK #: _____

INVOICE MAILED DATE: _____ (IF BALANCE IS NOT PAID BY 30 DAYS AFTER USE)

BALANCE - DATE PAID: _____ CHECK #: _____

CALCULATION OF BALANCE DUE AMOUNT:

TOTAL # OF ACRES: _____ (FROM METER READINGS ABOVE)

EQUIPMENT RENTAL PER ACRE RATE - \$10.00 (\$100.00 MINIMUM)

MAINTENANCE FEE - \$60.00

CLEAN UP FEE - \$40.00

KENTUCKY SALES TAX - 6% (EXEMPT ONLY IF KY AG EXEMPT # ON FILE)

TOTAL # OF ACRES _____ X \$10.00 = _____

MAINTENANCE & CLEAN UP FEES + _____

KY SALES TAX (EXEMPT ONLY IF KY AG EXEMPT # IS ON FILE) X _____

SUBTOTAL = _____

LESS DEPOSIT - _____

BALANCE DUE (TO BE INVOICED) = _____