



High Desert Conservation District
 628 West 5th Street, Cortez, CO 81321 970-529-8368
 hdcd.manager@highdesertconservation.org
 www.highdesertconservationdistrict.org

Planting Seeds of Inspiration to Promote Conscious Stewardship of our Natural Resources

The District assumes the operator listed below has a working knowledge of farming practices and experience with basic farming equipment i.e. Tractors and tractor implements.

Conservation District Equipment Lease Agreement

According to this Equipment Lease Agreement made _____(date) between the High Desert Conservation District and _____ (name, hereinafter referred to as lessee), the lessee agrees to:

- Submit a credit card number for damage and cleaning deposit of the no-till drill beyond normal wear and tear. CLEANING the drill after use will prevent a \$30 cleaning charge!
- Pay \$ 175 (plus tax) per 24-hour day for possession of equipment (if returned late, \$150 late fee assessed)
- If additional consultation or a site visit is required to operate the drill, there will be an additional charge of \$45 per/hour.
- Minimum 2-day charge for seeding over 12 acres, \$ 10 per additional acre over 25 acres
- Utilize at least a 40-horsepower tractor with rear-hydraulic hook-ups to operate the drill
- Transport the drill no further than a 25-mile radius of the USDA service center without a trailer

If lessee transfers drill to another user who has not been approved by the Conservation District lessee will be fully liable for the rental until the drill is returned and for any damage or neglect upon its return. It is further understood by the District and Lessee that the described Equipment is made available under the conditions outlined on page two of this agreement. PLEASE READ THE TERMS AND CONDITIONS

Lessee Address _____

Phone: _____ E-Mail: _____

Physical Location of Planting Project _____

Estimated # of Acres to be drilled _____

Lessee Signature: _____ District Representative, Signature

Lessee Name, Printed _____ District Representative, Printed

Please initial to confirm that you have received and will follow the HDCCD No-Till Drill User Manual and Equipment Lease Agreement.

PAID BY CHECK # _____ CREDIT (attached) _____ CASH (amount) _____

Conservation District Equipment Lease Agreement – Page 2

1. GENERAL CONDITIONS

- a. All user scheduling will be made through the District. The District shall have access to said equipment at all reasonable times.
- b. Lessee agrees that in the case of equipment breakdown or inclement weather conditions, it may be necessary to reschedule use of equipment.
- c. District staff may, with the Lessee, conduct assessment of individual sites to determine suitability for use of equipment. This site visit will incur a charge of \$45 per/hour.
- d. It is agreed that neither the Lessee nor the District is in any matter acting as agent or representative of the other.

2. CHARGES AND PAYMENT

- a. A credit card number is to be provided by lessee to be used as a damage deposit. It will not be charged for any other reason, and written report of damage charges will be provided to lessee.
- b. Payment for equipment lease is due upon return for days by check, money order, cash, or debit/credit card. Checks and money orders are to be payable to: High Desert Conservation District, 628 W. 5th St. Cortez, CO. 81321
- c. During inclement weather and times of equipment breakdown, Lessee will not be responsible for paying equipment breakdowns or inclement weather. Lessee must make the District aware of such conditions. ***If the District is not notified, no adjustments will be made!***
- d. If you reserve the equipment for a specified time, you will be charged for the time reserved.

3. LIABILITY

- a. Lessee agrees to use said equipment in a careful manner and assumes responsibility for ALL risks arising from transportation, possession and / or use of said equipment.
- b. Lessee agrees to protect, indemnify and hold harmless the District from and against any and all losses, expenses, or liabilities obligations, damages or costs, including but not limited to attorney fees and court costs, resulting from or arising out of any failure or breach of Lessee's responsibilities or obligations set forth in this Lease or for any injury to persons or damage to property caused by said equipment or by use thereof, and will immediately notify District in writing of any failure, breach or injury or damage.
- c. Lessee assumes all liability and responsibility for any and all losses resulting from use or malfunction of said equipment, including but not limited to loss of seed.
- d. Lessee assumes all liability and responsibility for loss of, or damage to, said equipment while it is subject to this lease, AND ASSUMES RESPONSIBILITY FOR THE REPAIR EXPENSE beyond normal wear and tear.
- e. Normal wear and maintenance of equipment is the District's responsibility.

4. RESPONSIBILITY:

- a. Lessee agrees to keep the said equipment in the same good repair and condition as when leased, and to keep the equipment properly housed at all times.
- b. Lessee agrees that said equipment will be operated by or under the direction of competent operators.

5. RETURN CONDITION:

- a. Equipment condition will be inspected by the District before leasing and upon return of said equipment.
- b. **Equipment MUST BE CLEANED THOROUGHLY before return. This includes dirt, mud, vegetation and LEFTOVER SEED etc.**
- c. Lessee agrees not to make alterations or modify the equipment without consultation from the District.
- d. Upon return of the drill, it will be inspected for damage and condition. If it is undamaged and clean, ready for next use, the card on file will not be charged for damages or cleaning. If damage has occurred and/or the equipment is returned without cleaning, appropriate charges will be deducted from the credit card provided.

Damage Deposit Credit Card Information Form

The lessee should be advised that a credit card number is REQUIRED for a damage deposit upon rental of the District Seed Drill. This credit card information will ONLY be used in the event of damages incurred during the rental above and beyond normal maintenance and wear and tear, or in the event of a cleaning charge. It is the lessee's responsibility to read carefully the terms and conditions outlined on page 2 of the rental agreement, and to follow all operation instructions carefully. Please do not hesitate to contact the District if you have questions regarding the use of the drill. At no time will this credit card be charged without notification to the lessee.

Type of Credit Card (circle one): Visa MasterCard American Express Discover

Name on Credit Card: _____

Credit Card Number: _____

Expiration Date: _____

Security Code: _____

Zip Code: _____

By signing below, you acknowledge that you have read, and understand, the terms and conditions outlined on page 2 of the rental agreement. You also understand that your credit card information will be kept secure and will not be used for any other charges other than damages and cleaning fees, should they be incurred during the rental period. PLEASE REMEMBER IT IS YOUR RESPONSIBILITY TO USE THE DRILL AS OUTLINED IN THE TERMS AND CONDITIONS.

Signature of Lessee

Date

Signature of District Employee

Date

Charges

Day(24) X \$ 175.00 _____

Acres over 12 acres (2-day Charge) \$ 10 per additional acre over 25 acres _____

Consultation charge (if applicable) _____

Damage and repair Charge (if applicable) _____

Sub Total _____

Tax 7.35 % _____

Total to be paid by Lessee _____

