

Fayette County Conservation District Equipment Lease Agreement

According to this Equipment Lease Agreement made this _____ day of _____, 200__ between the Fayette County Conservation District, hereinafter referred to as District, and _____, hereinafter referred to as Lessee, agrees to lease the following equipment:

_____ Great Plains Drill # _____ (\$125/day) _____ In-line Bale Wrapper (\$150/day)
 _____ Batwing Chain Harrow (\$75/day) _____ No-till Tobacco Transplanter (\$125/day)

It is understood by the District and Lessee that the described equipment is made available under the following conditions:

1. **CHARGES:** Charges for said equipment will be \$_____ per day (9:30 AM to 9:30 AM the next day) according to the above designations. If returned LATER than 9:30 AM, an additional 1-day charge will be made. Equipment must be returned during the hours Southern States is opened. If picked up Saturday, equipment cannot be returned until Monday morning, a 2-day charge will be made. During inclement weather and times of equipment breakdown, Lessee will not be responsible for paying above rates for time not used. The District and Southern States will determine weather conditions and/or equipment breakdowns. Lessee must make the District and/or Southern States aware of such conditions. ***If the District and/or Lexington Southern States Manager are not notified, no adjustments will be made!*** Payment of equipment is paid for one day and on return for days of use. **Check and money order only.** Absolutely NO charge, credit card, debit card, or cash payments will be accepted.
 - a. Checks and money orders are to be payable to: Fayette County Conservation District or FCCD.
 - b. Farm Exemption Certificate must be completely filled out, if you qualify for exemption. If you do not qualify, you must add 6% sales tax to your total and include with payment.
2. **USE:** Lessee agrees that said equipment would be used only for a pasture/hayland/grain seeding or renovation on land in, or closely adjacent to Fayette County, with priority to Fayette County landowners. All user scheduling shall be made through the Lexington Southern States Manager. The District or designated individual shall have access to said equipment at all reasonable times.
3. **LIABILITY:** Lessee agrees to use said equipment in a careful manner and assumes responsibility for ALL risks arising from possession and/or use of said equipment. Lessee agrees to hold and save the District harmless from any loss, expense, or liability for injury to persons or damage to property caused by said equipment or by use thereof, and will immediately notify the District in writing of any injury or damage.
4. **RESPONSIBILITY:** Lessee agrees to keep the said equipment in the same good repair and condition at the Lessee expense, properly housed at all times and will be operated by or under the direction of competent operators. The District assumes NO responsibility due to the loss of seed resulting from use of said equipment. Lessee assumes all responsibility for loss of or damage to said equipment while it is subjected to this agreement.
5. **RETURN CONDITION:** Equipment condition will be inspected before leasing and upon return of said equipment. ***Before using, the said equipment is to be greased and is not to be turned when coulter disks are in the down condition. Before returning, the said equipment is to be removed all seed and other products used by the Lessee. Before returning the Batwing Chain Harrow and No-Till Tobacco Setter, all foreign materials should be removed.*** IF THE LESSEE BREAKS ANY PART, THEY ARE RESPONSIBLE FOR THE REPAIR EXPENSE. Normal wear and tear is the District's responsibility. Lessee agrees not to make alterations or modify the said equipment without prior approval from the District. It is agreed that neither the Lessee nor the District is in any matter acting as agent or representative of the other.

Witness whereof, both parties have executed this agreement as of the day and year written above.

 Lessee Signature

 FCCD and/or Southern States Management

 Lessee Name, Printed

Address: _____ City: _____ Zip Code: _____

Home Phone: _____ Cell Phone: _____

Email Address: _____

_____ # Acres Seeded with No-Till Drill _____ # Bales Wrapped with Bale Wrapper _____ # Acres Set with transplanter
 Acreage Meter Reading Start _____ End _____

Total # of Days Equipment Used _____ Amount Collected \$ _____ Check/MO # _____