

**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.

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

**Terms and Conditions**

- 1) Lessee understands they are solely responsible for ensuring that the Drill is picked up by Cale Hop upon completion. **No exchanges of equipment between landowners will occur.** Equipment must be inspected prior to 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 repair of damages plus any costs incurred to provide replacement equipment during the repair process.**
- 4) **The District recommends a minimum 60 horsepower tractor to operate the rental equipment.**
- 5) The equipment is to be operated by or under the direction of 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 Cale Hop or the District office as soon as possible during reasonable times. **Cale Hop (270) 999-9810 or District Office (270)526-3784**
- 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 machine after they are finished using it. If machine 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 10<sup>th</sup> 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 from the execution of this contract. 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 Cale Hop as soon as possible during reasonable times so appropriate adjustments can be made to the equipment schedule.

12) **Rental rate of \$8.00 per acre with a \$100.00 minimum** will be charged as determined by the acre counter on the drill. Base delivery fee is \$60.00, with a \$1.00 per mile charge over 15 miles. **The minimum fee and delivery fee must be paid as a deposit up front to secure rental of the drill.** 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 mileage over 15 miles or a clean-up fee.

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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 the date

\_\_\_\_\_  
District Representative                      Date

\_\_\_\_\_  
Lessee    Date

Butler County Conservation District  
P.O. Box 70 // 216 W. Ohio St. – Suite C  
Morgantown, KY 42261  
(270)526-3784

## Butler County Conservation District Equipment Use Summary

**Contact Information for Lessee:**

Name: \_\_\_\_\_

Address: \_\_\_\_\_

Phone: \_\_\_\_\_

Type of Seed: \_\_\_\_\_

Work Completed for:  Self  Other

If other, Name: \_\_\_\_\_

Address: \_\_\_\_\_

Phone: \_\_\_\_\_

**Pick-up Information:**

**Return Information:**

Date	Meter Reading	Date	Meter Reading
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**Calculation of Payment Amount:**

Total # of Acres: \_\_\_\_\_ Total # of Miles: \_\_\_\_\_

	X	\$8.00	Drill Rental Per Acre Rate (or \$100 minimum)	=	\$
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		\$60.00	Delivery	=	\$ 60.00
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	X	\$1.00	Additional Mileage over 15 miles	=	\$
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		\$40.00	Clean Out Fee (if necessary)	=	\$
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	Subtotal:	\$
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	Less Deposit:	\$ -160.00
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Deposit:  Cash  Check # \_\_\_\_\_

Balance:  Cash  Check # \_\_\_\_\_

	Balance Due:	\$
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Invoice Mailed: \_\_\_\_\_