

**Pasture & Hayland Renovation/Wildlife Enhancement Program
Memorandum of Understanding and Agreement**

Between the

Buncombe County Soil & Water Conservation District, Lessor

And

_____, **Landuser/Lessee**

Purpose

The Buncombe County Soil & Water Conservation District and the landuser/lessee named above have a common interest in promoting economic enhancements in the community by planting or renovating pasture, hay, wildlife or other land uses that achieve soil and water conservation and related natural resource enhancements to the lessee's land. Therefore, the parties herein want to pursue their common interest by focusing joint effort to achieve goals outlined within this agreement.

The Buncombe County Conservation District has a no-till grass drill and certain services available to assist in making improvements to farmland as requested by the above named landuser/lessee. The landuser/lessee has need to make improvements to pasture, hay, wildlife, or other suitable lands on his/her farm and the desire to use available equipment and/or services of the District to achieve those improvements. Both parties deem it mutually advantageous to cooperate in this undertaking for economic and environmental reasons and hereby agree as follows:

The Buncombe County Soil and Water Conservation District Agrees To:

1. Provide one fully operational Truax FlexII-88 No-Till Grass Drill at the rental rate of **\$50 per day or \$10 per acre** which ever is more to the landuser/lessee for the purpose of planting/renovating pastureland , hayland , or wildlifeland on his/her farm.(check applicable blocks)
2. Approve a reasonable equipment lease schedule for completion of the planting or renovation task described by the landuser/lessee.
3. Reschedule use of the drill, as possible, when inclement weather or other problems beyond the control of the landuser/lessee prohibits the user from completing the job by the agreed-to equipment return date, if requested by the landuser/lessee.
4. Repair or arrange for repairs to the drill in the event of a breakdown while in possession of the landuser/lessee.
5. Provide technical services of the District, as available, in planning and/or, where required, certifying land treatments/conservation practices on the farm or field being planted/renovated by the landuser/lessee.

The Landuser/Lessee Agrees To:

1. Schedule use of the District's no-till drill as far in advance as is possible and pay 50% of calculated rental fees when the drill is picked up based on planned acres to be planted and all remaining rental fees, and late fees, if applicable, due upon return of the drill.
2. Transport, operate, and handle the no-till drill in a responsible manner protecting it against abuse and unapproved use while in the landuser/lessee's possession. The landuser/lessee will be responsible for reimbursing the District for all repair costs for damages to the equipment resulting from abuse or irresponsible use while in the landuser/lessee's possession.
3. Tow/pull the no-till drill using appropriate equipment and a roadworthy locking hitch pin at all times. If the user does not have the proper hitch pin, one can be purchased from the District at a cost of \$_____.
4. Return the no-till drill and any associated equipment to the District in the same condition as received by 8:00 AM on the date due and pay **\$50.00** per day assessed fee for any late return.
5. Clean the seed hoppers and all associated working components of the no-till drill before return to the District.
6. Contact the District office for instructions on how to proceed should the drill require repairs while in the landuser/lessee's possession. The District will not pay the landuser/lessee for work he/she performs on the equipment or parts purchased without its prior approval.
7. Contact the District office before using the drill on any other person's property not a part of the original lease understanding with the District. The landuser/lessee signing this agreement will be responsible for payment of all acres planted, wherever planted, without prior approval by the District.
8. Request the services of the District for planning or certification of conservation practices installed with the no-till drill, where required, as far in advance as possible to aid in scheduling to meet the landusers needs.

It Is Mutually Agreed That:

1. Neither the Buncombe County Soil and Water Conservation District, the District's Board of Supervisors, nor staff assisting the District will have any responsibility or liability for any damages to the property of the landuser/lessee or that of others or injuries resulting from actions of the landuser/lessee concerning use, management, and/or care of the no-till drill while in the user's possession.
2. The no-till drill will be picked up and returned by the landuser/lessee at the District's designated equipment storage facility.

3. The maximum rental period of the no-till drill is two (2) calendar days including the date picked up and the date returned to the District's equipment storage facility.
4. A late fee of **\$50.00** per day will be assessed to the landuser/lessee if the drill is not returned by 8:00 AM on the date due or by any extended date approved by the District.
5. The landuser/lessee must have paid all previous leases and any late fees applicable to the no-till drill due to the District before the equipment can be leased again.
6. This agreement represents the full understanding between the landuser/lessee and the District for the lease, transport, care, use, management, repair, return and all associated matters relating to the no-till drill made available to the landuser/lessee by the District.

Signatures of Acceptance and Approval of Lease Agreement

For the Landuser/Lessee

For the Conservation District

Name: _____
Address _____

Name: _____
Address: _____

Phone No.: (____) (____)-(____)
Farm/Tract No. _____ Date: _____

Phone No.: (____)-(____)-(____)
Date: _____

No-till Drill Use and Fee Payment Records

- Date of no-till drill scheduled pick-up _____ Date of scheduled drill return _____
- Date no-till drill picked up: _____ Date returned to the District: _____
- Acres on meter when rented: _____ (ac.) Acres on meter when returned: _____ (ac.)
- Total acres to be planted: _____ Total acres actually planted: _____
 - Hayland: _____ (ac.)
 - Pasture: _____ (ac.)
 - Wildlife: _____ (ac.)
 - Other (list) _____ (ac.) _____
- Equipment rental prepaid: \$ _____ Rental paid after return to the District: \$ _____
Late fees paid: \$ _____ Total of all rents and fees paid: \$ _____

Signature: _____ Date: _____ (Landuser/Lessee)

Signature: _____ Date: _____ (District)

(If any problems occur with the drill while in possession of the land user or any changes in this agreement are needed, contact Anthony Dowdle, Conservation District representative, at 828-250-4785 before proceeding with any repairs or extended use of the equipment)