

Memorandum of Understanding and Agreement
Between the
Buncombe County Soil & Water Conservation District, Lessor
And
_____, **Land User/Lessee**
For Use Of

Shaver HD-10 Post Driver

Purpose

The Buncombe County Soil & Water Conservation District and the land user/lessee named above have a common interest in promoting pasture expansion; pasture renovation; cross fencing; livestock exclusion from environmentally sensitive areas; 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 fence post driver and certain services available to assist in making improvements to farmland as requested by the above named land user/lessee. The land user/lessee has a need to make improvements to pasture land 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 SHAVER HD-10 post driver with hydraulic base plate and pilot auger at the rental rate of **\$50.00** per day to the land user/lessee for the purposes of expanding pasture acres; re-fencing pastures; cross-fencing for rotational grazing; and excluding livestock from environmentally sensitive areas.
2. Approve a reasonable equipment lease schedule for completion of fencing task described by the land user/lessee.
3. Reschedule use of the post driver, as possible, when inclement weather or other problems beyond the control of the land user/lessee prohibits the user from completing the job by the agreed-to equipment return date, if requested by the land user/lessee.
4. Repair or arrange for repairs to the post driver in the event of a breakdown while in possession of the land user/lessee.
5. The District does not guarantee the performance of the equipment in any manner and assumes no liability for any damages that may occur due to the misuse or malfunction of said equipment.
6. Provide technical services of the District, as available, in planning and/or, where required, certifying land treatments/conservation practices on the farm or field where the post driver is being used by the land user/lessee.

The Land User/Lessee Agrees To:

1. Schedule use of the District's post driver as far in advance as is possible and pay all rental and late fees, if applicable, due upon return of the post driver.
2. Transport, operate, and handle the post driver in a responsible manner protecting it against abuse and unapproved use while in the land user/lessee's possession. The land user/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 land user/lessee's possession.
3. Transport the post driver using appropriate equipment and take all necessary safety precautions at all times.
4. Return the post driver 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. Contact the District office for instructions on how to proceed should the post driver require repairs while in the land user/lessee's possession. The District will not pay the land user/lessee for work he/she performs on the equipment or parts purchased without its prior approval.
6. Contact the District office before using the post driver on any other person's property not a part of the original lease understanding with the District. The land user/lessee signing this agreement will be responsible for payment for all days used, wherever used, without prior approval by the District.
7. Request the services of the District for planning or certification of conservation practices installed with post driver, where required, as far in advance as possible to aid in scheduling to meet the land users needs.
8. **Thoroughly read and understand the SHAVER HD-10 post driver owner's manual prior to any operation in the field. Any questions regarding use of the post driver should be directed to the appropriate personnel at the Buncombe County Soil and Water Conservation District.**
9. Lessee specifically acknowledges that lessee is familiar with the applicable state, federal, and local laws and regulations regarding the use and transportation of the equipment.
10. Lessee agrees to pay a \$25.00 cleaning fee should the equipment be returned in an unsatisfactory condition.

It Is Mutually Agreed That:

1. The Lessee will indemnify and save harmless Buncombe County and the Buncombe County Soil and Water Conversation District, their board members, employees, agents and assigns from all loss, cost and expense arising out of any liability for injury or damages to persons or property sustained or claimed to have been sustained by anyone whomsoever by reason of Lessee's willful or negligent act(s) arising out of the use of the equipment herein above described.
2. The post driver will be picked up and returned by the land user/lessee at the District's designated equipment storage facility.
3. The maximum rental period of the post driver is seven (7) 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 land user/lessee if the post driver is not returned by 8:00 AM on the date due or by any extended date approved by the District.
5. The land user/lessee must have paid all previous leases and any late fees applicable to the post driver due to the District before the equipment can be leased again.
6. This agreement represents the full understanding between the land user/lessee and the District for the lease, transport, care, use, management, repair, return and all associated matters relating to the SHAVER HD-10 post driver made available to the land user/lessee by the District.

Signatures of Acceptance and Approval of Lease Agreement

For the Land user/Lessee

For the Conservation District

Name: _____

Name: _____

Address _____

Address: _____

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

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

Farm/Tract No. _____ Date: _____

Date: _____

Post Driver Use and Fee Payment Records

- Date of post driver scheduled pick-up _____ Date of scheduled drill return _____
- Date post driver picked up: _____ Date returned to the District: _____
 - Total days planned for rental: _____ Total days rented _____

Please estimate the acres and feet below as applicable:

- Pasture re-fenced/repaired: _____(ac.)
- Pasture expanded: _____(ac.)
- Pasture Cross-Fenced: _____(ac.)
- Livestock exclusion: _____(linear ft.)
- Equipment rental prepaid: \$ _____ Rental paid after return to the District: \$ _____
- Late fees paid: \$ _____ Total of all rents and fees paid: \$ _____

Signature: _____ Date: _____ (Land user/Lessee)

Signature: _____ Date: _____ (District)

(If any problems occur with the post driver 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)