

2012

**Barber County Conservation District  
12' Horizon Drill Rental Agreement**

Barber County Conservation District  
800 W. Third Ave.  
Medicine Lodge, Kansas 67104  
(620) 886-5311 ext 3

Lessee:

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

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

Telephone Number(s): \_\_\_\_\_

Lessor: Barber County Conservation District

The Lessor hereby leases to the above named Lessee the equipment described with rental payments as set forth below. The Lessor agrees to provide the equipment in a good state of repair and usable condition. The Lessor may remove the equipment if in the opinion of the Lessor, it is being used beyond its capacity or in any other manner improperly cared for or abused or if the Lessee has failed to use the equipment in the specified time.

Rental Cost: \$5.00 per acre with a \$250 deposit required at pickup.  
\$50 Minimum

Rental payments shall be made to the Barber County Conservation District address shown above within thirty (30) days following use of equipment. A 1 ½ % per month (18% annual) service charge will be added for all accounts past thirty (30) days. All accounts past due more than sixty (60) days will be given to the county prosecutor for collection. Any producer with an outstanding bill of more than 30 days will not be permitted to rent District equipment until all outstanding bills are paid.

Lessee agrees to use and care for the equipment in a careful and prudent manner. Equipment shall be returned in as good condition as received, reasonable wear and tear and defects of material or workmanship excepted. The Lessee will be charged for repairs at prevailing shop rates, as determined by the Board of Supervisors, as a result of any abuse or misuse of the drill.

- Lessee must check drop tubes for possible blockage from germinating seeds prior to usage.
- Lessee agrees to repair any damage to the drill while in his custody, except for normal wear and tear. Any needed repairs are to be reported to the Conservation District. Lessee must call office prior to service/repairs. Any repairs/service reimbursement without office notification will be based on Barber County Conservation District determination.

The Lessee assumes all risk and liability with respect to the use of any drill, and shall hold Lessor and its agents, employees, successors and assigns harmless from all damages for injuries or death to persons and property arising out of the use, possession or transportation of the equipment. Lessor is free from all risk and liability from all damages for injuries or death to persons and property arising out of the use, possession or transportation of the equipment, as Lessee assumes all risk and liability.

Lessee will pick up equipment from previous user location (within one business day of notification) and transport to Lessee's point of use. All equipment taken across county lines will be returned to a location (designated by Barber County Conservation District) within the county for pick up by the next user.

Lessee will be limited to a maximum of three working days of use of the equipment at any one time unless prior arrangements have been made with the Barber County Conservation District.

Due to conditions beyond the Lessor's control, the Lessor provides no guaranty, either express or implied, as to the successful establishment of a crop using District equipment.

A \$100 per hour clean-up fee will be charged for removing any seed left in the seed boxes or drop tubes after use and if the drill is not washed off upon return of the drill. Drill disks and all moving parts shall be hosed off and free from all mud and debris.

The drill will be used only on fields capable of being mowed for hay. This equipment is not suited for rocky soil or spoil material. If damage occurs due to use on rocky soil, spoil material, or misuse, Lessee is responsible for replacement costs.

User agrees to operate drill as recommended in the operator's manual.

The drill will be scheduled on a first-come, first-serve basis. The person who is ready first will be scheduled first. Date of request will have no bearing.

If it rains on the date schedule, we will reschedule you for the next available date. The drill will be rented to the next scheduled person. *The drill is NOT to be left in the field while it rains.*

The Barber County Conservation District will not be liable for any accidents resulting from the transportation and use of this equipment. There will be a speed limit of 25 mph.

The drill will be returned to the Conservation District or location indicated by the Conservation District by 9 a.m. or user will be charged a late fee of \$25 per hour for every hour past 9 a.m. unless other arrangements have been made with the Barber County Conservation District.

Barber County Conservation District reserves the right to modify this Agreement as needed.

Signing this agreement acknowledges your acceptance of the above terms and conditions.

Lessee's Signature: \_\_\_\_\_ Date: \_\_\_\_\_

This agreement is effective January 1<sup>st</sup> to December 31<sup>st</sup> for the current year.