

Gratiot Conservation District

Cooperative Lease Agreement for Use of District No-till Equipment

Lease Rates

15' No-Till Drill (John Deere): \$15.00/acre* w/\$100.00 min.

**Discount of \$1.00/acre will be applied to accounts paid in full within 30 days.*

1. This agreement between the Gratiot Conservation District (henceforth known as the District) and landowner (henceforth known as lessee) for the use of the District no-till equipment. **This is a contractual agreement; please read completely before signing below.**
2. Full payment for acres planted is to be made no later than 30 calendar days from the date of invoice. After 30 calendar days, an interest rate of 1.5% per calendar month will be charged until full payment is received. Accounts not brought current within 180 days may be turned over to small claims court or a collection agency. Additionally, delinquent accounts may result in denial of future leasing privileges with the District.
3. A meter reading will be taken when equipment arrives at lessee's property and will be read again before the equipment leaves the lessee's possession.
4. For residents living outside of Gratiot County, there will be a delivery and return fee of \$4.00 per mile each way, beyond the Gratiot County line.
5. The District no-till equipment will be moved beyond the lessee's property only by the District technician. District equipment will not be transferred to another property without prior written permission from the District.
6. The lessee shall agree to operate equipment according to Operator's Manual; manual(s) will be with equipment when delivered.
7. Operating speed of the drill is 4-6 mph depending on conditions.
8. Lubrication of no-till equipment will be performed by lessee as needed while in the lessee's possession.
9. Lessee agrees to begin immediate use of no-till equipment upon delivery. If for any reason, the lessee is unable to begin or continue use of no-till equipment after delivery, the lessee agrees to contact the technician immediately for retrieval.
10. A cleaning fee of up to \$100.00 may be assessed if, when returned, the equipment has not been cleaned of seed, fertilizer, mud, soil or any other debris.
11. Lessee is liable for all damages due to misuse or negligence. Additionally, if the acre meter becomes damaged or missing from equipment, an automatic 100 acres usage charge will be assessed. Damage to the Equipment may result in denial of leasing privileges with the District. Maintenance resulting from reasonable wear will be the responsibility of the District.
12. In no event, will the District and/or State of Michigan, their departments, officers, employees and agents be held liable for incidental or consequential damages or injuries, including, but not limited to loss of crops, loss of profits, rental of substitute equipment or other commercial loss.
13. This Agreement constitutes the entire Agreement between the parties. This Agreement supersedes all prior oral or written agreements between the parties. This Agreement may be amended only as mutually agreed upon in writing.

I, the undersigned, have read the above and hold harmless the Gratiot Conservation District of all claims arising out of the use of this equipment. I further agree to use the planting equipment as outlined in this agreement and provided Operator's Manual.

Print Name _____ Date _____

Address _____ Phone _____

City _____ MI Zip _____

Signature _____

District programs and services are offered on a nondiscriminatory basis without regard to race, color, national origin, religion, sex, age, marital status, or handicap.

----- Office Use Only -----			
Delivery Date _____	Planting Date _____	Pick up Date _____	
Meter Reading: Start _____	Finish _____	Total Acres _____	
Amount Paid _____	Check # _____	Cash _____	Date _____