



**Garfield Pitkin Counties of Conservation Districts
Bookcliff, Mount Sopris & South Side Conservation Districts**

258 Center Drive, Glenwood Springs, CO 81601
970-945-5494 ext. 105

Conservation District Equipment Lease Agreement

According to this Equipment Lease Agreement made _____ (date) between the Bookcliff, Mount Sopris & South Side Conservation Districts and _____, (hereinafter referred to as "Lessee") agrees to:

	No Till Drill	Lessee agrees to utilize at least a 40-horse power tractor with hydraulic hookups to operate the drill.	\$150 per 24-hour day	If returned late an additional 1 day charge will be assessed.
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It is understood by the District and Lessee that the described Equipment is made available under the conditions outlined on page two of this agreement.

Date _____

Lessee Signature Conservation District representative

Lessee Name, Printed

Address: _____

City: _____ State: _____ Zip: _____

Home Phone : _____ Cell Phone: _____

Email Address: _____

_____ # Acres Seeded with No-till Equipment

Equipment: Acreage Meter Reading Start _____ End _____

Total # of Days Equipment Used _____

Amount Collected \$ _____ Check # _____

Do not transfer drill to another user who has not been approved by the conservation district or you will be fully liable for the rental until the drill is returned and any damage or neglect!

Please check to confirm that you have received the safety packet and agreement.

1. GENERAL CONDITIONS

- a. All user scheduling will be made through District, which shall have access to said equipment at all reasonable times.
- b. Lessee agrees that in the case of equipment breakdown or inclement weather conditions, it may be necessary to reschedule use of equipment.
- c. District staff shall, with the Lessee, conduct assessment of individual sites to determine suitability for use of equipment.
- d. It is agreed that neither the Lessee nor the District is in any matter acting as agent or representative of the other.

2. CHARGES AND PAYMENT

- a. Payment for equipment lease is due upon return for days by check or money order only. Absolutely NO charge, credit card, debit card or cash payments will be accepted. Checks and money orders are to be payable to: Gar-Pit CO CD, 258 Center Drive, Glenwood Springs, CO 81601.
- b. During inclement weather and times of equipment breakdown, Lessee will not be responsible for paying equipment breakdowns or inclement weather. Lessee must make the District aware of such conditions. ***If the District is not notified, no adjustments will be made!***
- c. If you reserve the equipment for a specified time you will be charged for the time reserved.

3. LIABILITY

- a. Lessee agrees to use said equipment in a careful manner and assumes responsibility for ALL risks arising from possession and / or use of said equipment.
- b. Lessee agrees to maintain insurance sufficient to cover any loss that could be caused in any manner by its use of equipment. The District may request proof of said insurance to be provided at the time Lessee takes possession of equipment.
- c. Lessee agrees to protect, indemnify and hold harmless the District from and against any and all losses, expenses, or liabilities obligations, damages or costs, including but not limited to attorney fees and court costs, resulting from or arising out of any failure or breach of Lessee's responsibilities or obligations set forth in this Lease or for any injury to persons or damage to property caused by said equipment or by use thereof, and will immediately notify District in writing of any failure, breach or injury or damage.
- d. Lessee assumes all liability and responsibility for any and all losses resulting from use or malfunction of said equipment, including but not limited to loss of seed.
- e. Lessee assumes all liability and responsibility for loss of, or damage to, said equipment while it is subject to this lease, AND ASSUMES RESPONSIBILITY FOR THE REPAIR EXPENSE.
- f. Normal wear and maintenance of equipment is the District's responsibility.

4. RESPONSIBILITY:

- a. Lessee agrees to keep the said equipment in the same good repair and condition as when leased, and to keep the equipment properly housed at all times.
- b. Lessee agrees that said equipment will be operated by or under the direction of competent operators.

5. RETURN CONDITION:

- a. Equipment condition will be inspected by the District before leasing and upon return of said equipment.
- b. **Before returning, Lessee shall remove all seed and other products from the equipment.**
- c. Equipment must be cleaned thoroughly before return.
- d. Lessee agrees not to make alterations or modify the equipment without prior written approval from the District.