



## **Alpena-Montmorency Conservation District**

*1900 M-32 West  
Alpena, Michigan 49707  
(989) 356-3596*

### **EQUIPMENT RENTAL AGREEMENT - GRAIN DRILL**

The Alpena Conservation District Board believes the District-owned equipment is a valuable resource, which may be loaned for community use under certain conditions only, provided that such use does not infringe on the original and necessary purpose of the equipment or interfere with the mission of the District and with approval granted by the District Administrator.

I, the undersigned Lessee, hereby agree to rent and lease from the Alpena Conservation District (Lessor) their no-till grain drill (hereinafter called equipment), subject to the following terms and conditions:

1. The lessee shall pay to the Lessor the sum of **\$15.00 per acre with a minimum \$250 per use**. The equipment has an acre meter. Payment is due within 30 days of invoice date. 1.5% per month (18% annually) interest will be charged on all overdue accounts. Payment in advance will be required if Lessee has ever been delinquent on previous billings. Transport of the equipment to and from the planting site shall be the responsibility of the Lessee. Residents of adjoining counties are welcome to lease this equipment provided it is available and not reserved by residents of Alpena or Montmorency Counties first.
2. There will be a **\$100 charge for cleaning** any seed left in the seed boxes.
3. A maximum speed of forty (40) mph while transporting, and five (5) miles per hour while operating is allowed when using this equipment. Speeds in excess of this may damage the equipment. All field sites will be prepared cropland or sites approved by the lessor.
4. A tractor required to pull the drain grill needs to be at least **75 horsepower**.
5. Equipment shall be operated in accordance with procedures specified by the Alpena Conservation district technician. However, the lessor makes no warranty either express or implied as to the satisfactory operation or operability of the equipment, or to the satisfactory results from use of the equipment.
6. The lessee shall be responsible for calling the Lessor at **(989) 356-3596 x 5** upon completion of its intended use to the Lessor when no longer needed, or on demand of the Lessor, in as good condition and repair as when use began by the Lessee, except for ordinary wear and tear. It shall be lawful for the Lessor or its agents to enter upon

the premises of the lessee at any time to inspect the equipment and to secure the return of the equipment.

7. The Lessee shall be responsible for any damage to the equipment due to negligence while in the possession of the lessee, excepting ordinary wear and tear, as determined by the lessor. *The lessee is responsible for reporting to the lessor any malfunctions of the Equipment while in use.* Equipment that is not returned in good condition will be repaired by the Lessor with an hourly rate of \$75.00 per hour for labor and all costs for parts needed to return the equipment to good condition will be charged to the lessee when the condition resulted from improper use or abuse of Equipment. At no time will the Lessee perform maintenance or repairs on Equipment without contacting Lessor first. If it is necessary to take the Equipment to an authorized dealer for repairs the total charges will be billed to the lessee.
  
8. The Lessee assumes and agrees to pay for all loss or damage to property and injury to or death of persons, including costs and expenses thereto arising, wholly or in part from or in connection with said use, operation, maintenance or repair of said equipment or any defect therein or failure thereof causing same or contributing thereto, and the Lessee shall forever indemnify the Lessor against and save it harmless from liability for any such loss, damage, injury and death, including all costs and expenses, incident thereto.

**THIS AGREEMENT MUST BE SIGNED AND RETURNED WITH DEPOSIT TO THE ALPENA CONSERVATION DISTRICT PRIOR TO THE USE OF THE EQUIPMENT**

Lessee signature: \_\_\_\_\_ Date: \_\_\_\_\_

Lessee Name: \_\_\_\_\_ Email: \_\_\_\_\_

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

City: \_\_\_\_\_ ZIP: \_\_\_\_\_ Phone: \_\_\_\_\_

Planting date(s): \_\_\_\_\_

Total Acres to be planted: \_\_\_\_\_

Total Amount due: \$250.00 (Deposit) Cash / Check #: \_\_\_\_\_

An invoice will be issued for balance due to the Lessor.

Lessor/ Administrator \_\_\_\_\_ Date: \_\_\_\_\_

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