

## Tygarts Valley Conservation District Equipment Lease Agreement

This equipment lease is made and effective this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_, by and between the Tygarts Valley Conservation District (Lessor), and \_\_\_\_\_ (Lessee).  
Lessee address and phone number: \_\_\_\_\_

The Lessee desires to lease from the Lessor the following equipment \_\_\_\_\_.

The Lessee agrees to pay the Lessor for equipment rent in the amount of \$ \_\_\_\_\_ per day.

The Lessee estimates to have the equipment returned by \_\_\_\_\_ AM/PM on \_\_\_\_\_.

The Lessee agrees to the following terms of the lease:

1. Equipment will be used only in the counties of Barbour, Randolph, Taylor, Tucker, and Upshur, unless permission is otherwise granted.
2. To inspect equipment for damage and safety prior to accepting delivery from Lessor, and report any concerns to Lessor.
3. To be responsible for damage to equipment incurred while in Lessee possession.
4. To use a tractor of sufficient size to safely use leased equipment.
5. To have in possession a valid driver's license and to be properly insured.
6. To be responsible for picking up the equipment, protecting it from weather and returning equipment to Lessor unless other arrangements are made.
7. To be responsible to use the equipment as weather permits.
  - a. Any delays must be reported to Lessor as quickly as possible.
8. To be a District Cooperator.
9. To not use the equipment for any commercial purposes.
10. An advance deposit of one day's rental fee will be required when picking up equipment.
  - a. In the case of spreaders, this is to ensure the machine has been adequately cleaned prior to being returned. If this service has been performed in a satisfactory manner, the deposit will be returned or applied toward the final invoice.
11. There is a maximum rental period of three (3) days. If an extension is necessary, the district office must be contacted immediately.
12. On weekdays fees for rental equipment will be a flat rate per day. Cooperators will be charged a flat rate for days used on weekends.

13. The Lessor reserves the right to pick up the equipment at the landowner's expense if time delays are excessive.
14. The Lessor may remove the equipment, if in the opinion of the Lessor, it is being used beyond capacity, or any manner improperly cared for or abused.
15. The Lessor assumes no liability whatsoever for the failure or success of the crop as a result of the use of this equipment.
16. The Lessor assumes no liability during the use of this equipment. This liability shall not be limited to use in the field, but included both transportation to and from the field, including over the highway.
17. Additional charges may be enforced by the Lessor for any damages to the rental equipment that are incurred while in possession of the Lessee.
18. ***Unless other arrangements are made*** all rental equipment should be picked up and returned within the normal operating hours of the district office. (Monday through Friday from 8:00 AM until 4:00 PM.)
19. The lessee shall not transfer the rental equipment to another user. During the agreement period as listed on this form or thereafter, unless the Tygrats Valley Conservation District has received a new and signed lease agreement, all responsibility lies with the Lessee of the most recent contract.

**Payment for services will be made by the Lessee within 30 days** of billing by the Lessor. A service charge of 3% per month will be added to delinquent bills. Payment will signify acceptance of service provided. Make check payable to: TVCD, 16346 Barbour County HWY, Philippi, WV 26416

Signed: \_\_\_\_\_

**FOR OFFICE USE ONLY**

Deposit Received: \_\_\_\_\_ Date: \_\_\_\_\_ Check #: \_\_\_\_\_ Cash: \_\_\_\_\_

Date Equipment Picked Up \_\_\_\_\_ Date Returned \_\_\_\_\_

# of Days Used: \_\_\_\_\_ Total Due: \_\_\_\_\_ Check # \_\_\_\_\_ Cash: \_\_\_\_\_