

**Caldwell Pasture Improvement/Wildlife Enhancement Program**  
**Memorandum of Understanding and Agreement**  
*Between the*  
**Caldwell Soil & Water Conservation District, Lessor**  
*And*  
\_\_\_\_\_, **Landuser/Lessee**

**Purpose**

The Caldwell Soil & Water Conservation District and the landuser/lessee named above have a common interest in promoting economic enhancements in the community by planting or renovating pasture, hay, wildlife or other land uses that achieve soil and water conservation and related natural resource enhancements to the lessee's land. Therefore, the parties herein want to pursue their common interest by focusing joint effort to achieve goals outlined within this agreement.

The Caldwell Conservation District in cooperation with its partner agency, the North Carolina Cooperative Extension Service Caldwell County Center has a no-till drill and certain services available to assist in making improvements to farmland as requested by the above named landuser/lessee. The landuser/lessee has need to make improvements to pasture, hay, wildlife, or other suitable lands on his/her farm and the desire to use available equipment and/or services of the District to achieve those improvements. All parties deem it mutually advantageous to cooperate in this undertaking for economic and environmental reasons and hereby agree as follows:

**The Caldwell Conservation District Agrees To:**

1. Provide one fully operational Truax FlexII-88 No-Till Drill at the rental rates listed on page 3, to the landuser/lessee for the purpose of planting/renovating pastureland, hayland, wildlifeland or other land on his/her farm.
2. Approve a reasonable equipment lease schedule for completion of the planting or renovation task described by the landuser/lessee.
3. Reschedule use of the drill, as possible, when inclement weather or other problems beyond the control of the landuser/lessee prohibits the user from completing the job by the agreed-to equipment return date, if requested by the landuser/lessee.

*This Project received financial support from the NC Foundation for Soil & Water Conservation and the Golden Leaf Foundation.*



North Carolina Foundation for  
Soil & Water Conservation, Inc.

4. Repair or arrange for repairs to the drill in the event of a breakdown while in possession of the landuser/lessee.

5. Provide technical services as available, in planning and/or, where required, certifying land treatments/conservation practices on the farm or field being planted/renovated by the landuser/lessee.

### **The Landuser/Lessee Agrees To:**

1. Schedule use of the District's no-till drill as far in advance as is possible and pay all rental fees, and late fees if applicable, when billed by the District.
2. Transport, operate, and handle the no-till drill in a responsible manner protecting it against abuse and unapproved use while in the landuser/lessee's possession. The landuser/lessee will be responsible for reimbursing the District for all repair costs for damages to the equipment resulting from abuse or irresponsible use while in the landuser/lessee's possession.
3. Tow/pull the no-till drill using appropriate equipment and a roadworthy locking hitch pin at all times.
4. Return the no-till drill and any associated equipment to the Caldwell County Library in the same condition as received by 5:00 PM on the date due.
5. Clean the seed hoppers and all associated working components of the no-till drill before return.
6. Contact the Extension office for instructions on how to proceed should the drill require repairs while in the landuser/lessee's possession. The District will not pay the landuser/lessee for work he/she performs on the equipment or parts purchased without its prior approval.
7. Contact the Extension office before using the drill on any other person's property not a part of the original lease understanding with the District. The landuser/lessee signing this agreement will be responsible for payment of all acres planted, wherever planted, without prior approval.
8. Request the services of the District for planning or certification of conservation practices installed with the no-till drill, where required, as far in advance as possible to aid in scheduling to meet the landusers needs.

### **It Is Mutually Agreed That:**

1. Neither the Caldwell Conservation District, the District's Board of Supervisors, the N.C. Cooperative Extension Service Caldwell County Center, nor staff assisting the District will have any responsibility or liability for any damages to the property of the landuser/lessee or that of others or injuries resulting from actions of the landuser/lessee concerning use, management, and/or care of the no-till drill while in the user's possession.
2. The no-till drill will be picked up and returned by the landuser/lessee at the designated equipment storage facility at the Caldwell County Library.
3. A late fee of \$ 25.00 per day will be assessed to the landuser/lessee if the drill is not returned by 5:00 PM on the date due or by any extended date approved by Extension.
4. The landuser/lessee must have paid all previous leases and any late fees applicable to the no-till drill due to the District before the equipment can be leased again.
5. This agreement represents the full understanding between the landuser/lessee and the District for the lease, transport, care, use, management, repair, return and all associated matters relating to the no-till drill made available to the landuser/lessee by the District.

**Signatures of Acceptance and Approval of Lease Agreement**

Estimated Acres to be planted: \_\_\_\_\_

Rental Reservation Dates: \_\_\_\_\_ to 5:00 PM \_\_\_\_\_

Rental Fees: \$10.00 per acre planted for five acres or less – MINIMUM RENTAL FEE IS \$40.00  
\$ 8.00 per acre planted for more than 5 acres  
\$25.00 per day late fee for each day after the return date and time

**NOTE: THE ACRES PLANTED IS EQUAL TO THE DRILL METER READING MULTIPLIED BY 2.**

Tractor Requirements – Minimum 40 HP required

***For the Landuser/Lessee***

***For the Conservation District***

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

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

Address \_\_\_\_\_  
\_\_\_\_\_

Address: 120 Hospital Avenue Suite 2  
Lenoir, NC 28645

Phone No. (\_\_\_\_) (\_\_\_\_)- (\_\_\_\_)

Phone: 828-758-1111  
828-758-1290 (Coop. Extension)

Tract No. \_\_\_\_\_ Date: \_\_\_\_\_

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

Physical Location: \_\_\_\_\_

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

**No-till Drill Use and Fee Payment Records**

- Date no-till drill picked up: \_\_\_\_\_ Date returned to the District: \_\_\_\_\_
- Meter reading when rented: \_\_\_\_\_ (ac.) Meter reading when returned: \_\_\_\_\_ (ac.)
- Total acres to be planted: \_\_\_\_\_ Total acres actually planted: \_\_\_\_\_
  - Hayland: \_\_\_\_\_ (ac.)
  - Pasture: \_\_\_\_\_ (ac.)
  - Wildlife: \_\_\_\_\_ (ac.)
  - Other (list) \_\_\_\_\_ (ac.) \_\_\_\_\_
  - What planted \_\_\_\_\_

Signature: \_\_\_\_\_ Date: \_\_\_\_\_ (Extension)

- Rental Due: \$ \_\_\_\_\_
- Late fees Due: \$ \_\_\_\_\_
- Total Due: \$ \_\_\_\_\_
- Amount Received: \$ \_\_\_\_\_
- Statement Mailed Date: \_\_\_\_\_
- Date Received: \_\_\_\_\_