

# Memorandum of Understanding and Agreement

Between

Buncombe County Cooperative Extension, Lessor

And

\_\_\_\_\_, Land User/Lessee For Use Of  
Model 1600 Series II Water Wheel Transplanter



Buncombe County Cooperative Extension and the land user/lessee named above have a common interest in improving production practices through the usage of plasticulture equipment on the lessee's farmland. Therefore, the parties herein want to pursue their common interest by focusing joint effort to achieve goals outlined within this agreement.

Buncombe County Cooperative Extension has a Water Wheel Transplanter and certain services available to assist in employing plasticulture production practices as requested by the above named land user/lessee. The land user/lessee has a need to utilize plasticulture equipment on his/her farm and the desire to use available equipment and/or services of Cooperative Extension to achieve those improvements. Both parties deem it mutually advantageous to cooperate in this undertaking for economic and environmental reasons and hereby agree as follows:

## **Buncombe County Cooperative Extension Agrees To:**

1. Provide one fully operational Model 1600 Series II Water Wheel Transplanter at the rental rate of \$40.00 per day to the land user/lessee for the purpose of improving plasticulture production practices.
2. Approve a reasonable equipment lease schedule for completion of transplanting tasks described by the land user/lessee.
3. Reschedule use of the water wheel transplanter, as possible, when inclement weather or other problems beyond the control of the land user/lessee prohibits the user from completing the job by the agreed-to equipment return date, if requested by the land user/lessee.
4. Repair or arrange for repairs to the water wheel transplanter in the event of a breakdown while in possession of the land user/lessee.
5. Buncombe Cooperative Extension does not guarantee the performance of the equipment in any manner and assumes no liability for any damages that may occur due to the misuse or malfunction of said equipment.

## **The Land User/Lessee Agrees To:**

1. Schedule use of Cooperative Extension's water wheel transplanter as far in advance as is possible and pay all rental and late fees, if applicable, due upon return of the water wheel transplanter.
2. Transport, operate, and handle the water wheel transplanter in a responsible manner protecting it against abuse and unapproved use while in the land user/lessee's possession. No materials other than OMRI-listed water-soluble fertilizers are permitted to be used with the transplanter. The land user/lessee will be responsible for reimbursing Cooperative Extension for all repair costs for damages to the equipment resulting from abuse or irresponsible use while in the land user/lessee's possession.
3. Transport the water wheel transplanter using appropriate equipment and take all necessary safety precautions at all times.
4. Return the water wheel transplanter and any associated equipment in the same condition as received by 5:00 PM on the date due and pay \$50.00 per day assessed fee for any late return.

5. Contact Buncombe Cooperative Extension for instructions on how to proceed should the water wheel transplanter require repairs while in the land user/lessee's possession. Cooperative Extension will not pay the land user/lessee for work he/she performs on the equipment or parts purchased without its prior approval.
6. Contact Buncombe Cooperative Extension before using the water wheel transplanter on any other person's property not a part of the original lease understanding. The land user/lessee signing this agreement will be responsible for payment for all days used, wherever used, without prior approval by Cooperative Extension.
7. Thoroughly read and understand the Model 1600 Series II Water Wheel Transplanter owner's manual prior to any operation in the field. Any questions regarding use of the water wheel transplanter should be directed to the appropriate personnel at Buncombe County Cooperative Extension.
8. Lessee specifically acknowledges that lessee is familiar with the applicable state, federal and local laws and regulations regarding the use and transportation of the equipment.
9. Lessee agrees to pay a \$100.00 cleaning fee should the equipment be returned in an unsatisfactory condition.

**It Is Mutually Agreed That:**

1. The Lessee will indemnify and save harmless Buncombe County and Buncombe County Cooperative Extension, their employees, agents and assigns from all loss, cost and expense arising out of any liability for injury or damages to persons or property sustained or claimed to have been sustained by anyone whomsoever by reason of Lessee's willful or negligent act(s) arising out of the use of the equipment herein above described.
2. The water wheel transplanter will be picked up and returned by the land user/lessee at the designated equipment storage facility.
3. The maximum rental period of the water wheel transplanter is seven (7) calendar days including the date picked up and the date returned to the equipment storage facility.
4. A late fee of \$ 50.00 per day will be assessed to the land user/lessee if the water wheel transplanter is not returned by 5:00 PM on the date due or by any extended date approved by Cooperative Extension.
5. The land user/lessee must have paid all previous leases and any late fees applicable to the water wheel transplanter due to Cooperative Extension before the equipment can be leased again.
6. This agreement represents the full understanding between the land user/lessee and Buncombe County Cooperative Extension for the lease, transport, care, use, management, repair, return and all associated matters relating to the water wheel transplanter made available to the land user/lessee by Cooperative Extension.

Equipment Rentals Made Possible Through the

**TVA Ag & Forestry Fund**

Sponsored By:





**Buncombe County Cooperative Extension - Equipment Rental Contract  
Signatures of Acceptance and Approval of Lease Agreement**

**For the Land user/Lessee, please provide the following information:**

Name \_\_\_\_\_

Phone \_\_\_\_\_

Email \_\_\_\_\_

Address \_\_\_\_\_

County \_\_\_\_\_

1. Number of estimated acres on which the raised bed mulch layer will be utilized: \_\_\_\_\_

2. List of crops produced on this acreage: \_\_\_\_\_  
\_\_\_\_\_

3. Is the farm GAP-Certified?  YES  NO

4. Does the farm follow USDA Organic Production Practices?  YES  NO

5. Is the farm USDA-Certified Organic?  YES  NO

**Equipment Use and Fee Payment Records**

Dates equipment reserved: \_\_\_\_\_ thru \_\_\_\_\_

Estimated days of actual equipment use: \_\_\_\_\_

Equipment rental estimate: \$ \_\_\_\_\_

Signature: \_\_\_\_\_ Date: \_\_\_\_\_ (Land user/Lessee)

**This portion to be completed by Buncombe County Cooperative Extension**

• Rental period charges: \$ \_\_\_\_\_

• Late fees: \$ \_\_\_\_\_ Cleaning fees: \$ \_\_\_\_\_

• Total of all rents and fees charged: \$ \_\_\_\_\_

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