

# Campbell County Conservation District Equipment Lease Agreement

According to this Equipment Lease Agreement made this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_ between the Campbell County Conservation District, (hereinafter referred to as "District") and \_\_\_\_\_, (hereinafter referred to as "Lessee") agrees to lease the following equipment:

## **Crickett/BBI Lime Spreader**

It is understood by the District and Lessee that the described equipment is made available under the following conditions:

### **CONDITIONS - Specific to Crickett/BBI Lime Spreader**

1. Lessee of the Crickett/BBI Lime Spreader agrees to attend a mandatory safety training program provided by the Campbell Cooperative Extension Service (contact Don Sorrell at 859-752-2600) prior to leasing the lime spreader for the first time. Equipment will not be leased to individuals without the safety training.
2. Lessee of the Crickett/BBI Lime Spreader agrees to use the equipment only for the spreading of lime on land in Campbell County. **No fertilizer is allowed in the spreader.** Lime must be delivered in bulk to the farm and loaded into the spreader on site. No road transportation of lime is permitted.
3. Lessee agrees to utilize at least a 40-horse power tractor with hydraulic hookups to operate the Crickett/BBI Lime Spreader. For steep terrain, a larger tractor is highly recommended, along with smaller loads to limit weight.

### **GENERAL CONDITIONS:**

1. Speed limitations must be followed when transporting equipment on the road.
2. All user scheduling shall be made through the District Representative (Ron McCormick 635-2745), who shall have access to said equipment at all reasonable times.
3. Lessee agrees that in the case of equipment breakdown or inclement weather conditions, it may be necessary to reschedule use of equipment.
4. Sites considered too steep, too rocky, too wet ,too hard/dry or wet with dew or that have other obstructions such as tree limbs, stumps, ravines are not appropriate for equipment use, and Lessee agrees not to utilize equipment in or on said sites.
5. It is agreed that neither the Lessee nor the District is in any matter acting as agent or representative of the other.

### **LIABILITY:**

1. Lessee agrees to use equipment in a careful manner and assumes responsibility for ALL risks arising from possession and/or use of equipment.
2. Lessee agrees to maintain insurance sufficient to cover any loss which could be caused in any manner by use of equipment.
3. 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 attorneys 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 the District in writing of any failure, breach, injury or damage.

4. Lessee assumes all liability and responsibility for any and all losses resulting from use or malfunction of leased equipment, including but not limited to loss of product.
5. Lessee assumes all liability and responsibility for loss of, or damage to, equipment while it is subject to this Lease, **and assumes responsibility for the repair expense**. Normal wear and tear is the District's responsibility.

**RESPONSIBILITY:**

1. Lessee agrees to keep the equipment in the same good repair and condition as when leased.
2. Lessee agrees that the equipment will be operated by or under the direction of trained, competent operators.
3. Lessee agrees not to make alterations to or modify the equipment.
4. Lessee agrees to notify the District representative immediately if equipment breaks down. Do not attempt to make repairs yourself.

**CHARGES:**

1. Charges for lease of equipment.
2. During inclement weather and times of equipment breakdown, Lessee will not be responsible for paying above rates for time not used. The District will determine applicability of weather conditions and/or equipment breakdowns. Lessee must make the District aware of such conditions. **If the District is not notified, no adjustments will be made.**

Equipment	Charge	Conditions
Cricket/BBI Lime Spreader	\$25 per day	A charge of \$50 per day will be assessed for every day the equipment is kept beyond the return date and time stated in this agreement. An additional \$20 clean-up fee will be charged if the equipment is not returned in properly cleaned condition.

3. Payment for equipment lease is due at pick up for the days to be used by **check and 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: Campbell County Conservation District. Any adjustment to lease payment will be made upon return.

**RETURN CONDITION:**

1. Equipment condition will be inspected by the District and Lessee before leasing and upon return.
2. Before returning, Lessee shall remove all product from equipment and agrees to properly clean equipment after use. Mud and dirt must be removed. **There will be an additional \$20 clean-up fee charged if the equipment is not properly cleaned, as determined by the District representative.**

**Lease Agreement**

**Documentation of vehicle insurance**

Insurance Company: \_\_\_\_\_

Policy Number: \_\_\_\_\_

Mandatory Safety Training for Cricket/BBI Lime Spreader completed on: \_\_\_\_\_

Date \_\_\_\_\_

Lessee Name, Printed \_\_\_\_\_

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

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip Code: \_\_\_\_\_

Home Phone: \_\_\_\_\_ Cell Phone: \_\_\_\_\_

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

Witness whereof, both parties have executed this agreement as of the day and year written above.

\_\_\_\_\_  
*Lessee Signature*

\_\_\_\_\_  
*Campbell County Conservation District representative*

# Acres Treated _____	Total # of Days Equipment Used at \$25per day _____
Tons of Lime _____	Late Return Fee at \$ 50/day (if applicable) _____
Equipment inspected upon checkout and return:	Clean-Up Fee at \$20 (if applicable) _____
Lessee (initial) checkout _____return:_____	Total Amount Collected \$ _____
District representative (initial) checkout _____return:_____	
Check out: Date _____ Time _____ a.m./p.m.	Check/MO # _____ Date _____
Return by: Date _____ Time _____ a.m./p.m.	Received by: _____

NOTES: