

# Equipment Lease Agreement

According to this Equipment Lease Agreement made \_\_\_\_\_ between the Boone County Conservation District (hereinafter referred to as "District"), and \_\_\_\_\_ (hereinafter referred to as "Lessee") agrees to:

| LEASING | EQUIPMENT                              | REQUIREMENTS  | CHARGE  | CONDITIONS   |
|---------|--|---|---|--|
|         | <b>Fimco Lawn &amp; Garden Sprayer</b> |   | <b>\$25/day</b> (up to 7 days) <i>with \$50 deposit</i>   | If returned later seven days, where applicable, an additional one-day charge will be assessed.                         |
|         | <b>Truax Native Grass Drill</b>        | Lessee agrees to utilize at least a 40-hp tractor with hydraulic hookups to operate the drill   | <b>\$125/day</b> (8:00am – 8:00 am the next day) or <b>\$62.50 for 9.5 hours</b> (8:00am – 4:30pm same day) | If returned later than 8:00am or 4:30pm, where applicable, an additional one-day charge or 9.5 hours will be assessed. |
|         | <b>Fesco Tree Planter</b>              | Lessee agrees to utilize at least a 25-hp tractor with three-point hitch to operate the planter | <b>\$40/day</b> (8:00am – 8:00am the next day)  | If returned later than 8:00am, where applicable, an additional one-day charge will be assessed.                        |

*It is understood by the District and Lessee that the described equipment is made available under the conditions outlined on Page Two of this agreement.*

Date \_\_\_\_\_

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

\_\_\_\_\_  
Lessee signature

\_\_\_\_\_  
District Representative signature

\_\_\_\_\_  
Lessee Name, printed

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

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

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

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

\_\_\_\_\_ # Acres Seeded with No-Till Equipment or # Acres Planted with Tree Planter

Equipment: Acreage Meter Reading Start: \_\_\_\_\_ End: \_\_\_\_\_

Total # of Days Equipment Used: \_\_\_\_\_

Amount Paid: \$ \_\_\_\_\_ Check/MO#: \_\_\_\_\_

Amount Collected: \$ \_\_\_\_\_ District Representative Initials: \_\_\_\_\_

*\*Checks for sprayer are made out to Kenton County Conservation District.*

# Equipment Lease Agreement

## 1. GENERAL CONDITIONS

- a. All user scheduling shall be made through the District, which shall have access to said equipment at all reasonable times.
- b. Lessee agrees that in the case of equipment breakdown or inclement weather conditions, it may be necessary to reschedule use of equipment.
- c. District staff shall, with the Lessee, conduct assessment of individual sites to determine suitability for use of equipment. Sites considered too steep, too rocky, or that have other obstructions such as tree stumps are not appropriate for equipment use, and Lessee agrees not to utilize equipment in or on said sites.
- d. It is agreed that neither the Lessee nor the District is in any matter acting as agent or representative of the other.
- e. Equipment will be used only for intended purposes on land in Boone, Kenton or Campbell counties, with priority to Boone County landowners, and in accordance with governing state and federal law, as well as local county ordinances.
  - i. Lessee agrees that said drill will be used only for pasture/hayland/grain seeding or renovation. NO fertilizer or fescue is to be applied with the seed drill.
  - ii. Lessee agrees that said tree planter will be used only for tree planting.

## 2. CHARGES and PAYMENT

- a. All equipment shall be picked up and returned to the Boone County Conservation District office, 6028 Camp Ernst Road, Burlington, KY 41005 (Phone: 859-586-7903), 8:00 a.m. – 4:30 p.m., Mon. – Fri.
- b. If picked up Friday for a 24-hour rental, equipment cannot be returned until Monday at 8:00 a.m., and a 2-day charge will be assessed.
- c. 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!
- d. Payment for equipment lease is due upon return for days of use 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: Boone County Conservation District, 6028 Camp Ernst Road, Burlington, KY 41005 (Phone: 859-586-7903).

## 3. LIABILITY:

- a. Lessee agrees to use said equipment in a careful manner and assumes responsibility for ALL risks arising from possession and/or use of said equipment.
- b. Lessee agrees to maintain insurance sufficient to cover any loss that could be caused in any manner by its use of equipment. The District may request proof of said insurance to be provided at the time Lessee takes possession of equipment.
- c. 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 attorney 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 or injury or damage.
- d. Lessee assumes all liability and responsibility for any and all losses resulting from use or malfunction of said equipment, including but not limited to loss of seed.
- e. Lessee assumes all liability and responsibility for loss of, or damage to, said equipment while it is subject to this lease, AND ASSUMES RESPONSIBILITY FOR THE REPAIR EXPENSE.
- f. Normal wear and maintenance of equipment is the District's responsibility.

## 4. RESPONSIBILITY:

- a. Lessee agrees to keep the said equipment in the same good repair and condition as when leased, and to keep the equipment properly housed at all times.
- b. Lessee agrees that said equipment will be operated by or under the direction of competent operators.
- c. Lessee agrees to transport equipment in compliance with all state and federal laws.
- d. Do not tow seeder over 20 mph as tire, wheel, and/or bearing failure may result.

## 5. RETURN CONDITION:

- a. Equipment condition will be inspected by the District before leasing and upon return of said equipment.
- b. Before returning, Lessee shall remove all seed and other products from the equipment.
- c. Equipment must be cleaned thoroughly before return.
- d. Lessee agrees not to make alterations or modify the equipment without prior written approval from the District.