

OFFICE USE ONLY:

Days used ____ X _____/\$100.00/Day or \$150.00/Weekend =

_____ Sub Total

- \$25.00 for Farm Bureau Member
- \$25.00 for Soil Test in Last 2 (Two) Years
- \$50.00 Dollar Deposit

Total Due

SCIOTO SOIL AND WATER CONSERVATION DISTRICT
 12167A STATE ROUTE 104, LUCASVILLE OH 45648
 Phone 740-259-9231

RENTAL AGREEMENT FOR THE STOLZFUS LIME SPREADER

NAME: _____
please print

(Address) (City) (State) (Zip Code)

_____ hereinafter called Lessee, for the sum of
(Phone Number)

A Fifty Dollar rental deposit is required for the use of the Stolfus 5 Ton lime spreader. The rental rate will be \$100.00 per week day, or \$150 for a weekend (Saturday and Sunday). The equipment is to be returned to the pickup point no later than _____ (date) at ____ a.m./p.m.

Return date is determined by number of days used or in possession of the Lessee.

IN CONSIDERATION OF THE USE OF SAID EQUIPMENT AS HEREIN SPECIFIED:

_____ I certify that I have liability insurance on the vehicle used to transport the equipment, and this insurance also applies to the equipment being towed by the vehicle.

A cooperators agreement (if not already a cooperators) and a rental agreement must be signed before transporting the lime spreader.

The Lessee agrees to rent the said piece of equipment at a rate of one hundred dollars (\$100.00) per week day in their possession. Weekends (Saturday and Sunday) will be one hundred fifty dollars (\$150.00). **The balance is due within thirty (30) days of completion**, and shall be based on the number of actual days in the Lessee's possession or use. After 30 days, the unpaid balance shall bear interest at the rate of 1.5% monthly.

The Lessee will clean the lime spreader after use. Any mud or debris on the exterior of the lime spreader will be cleaned using a water hose (NO POWER WASHER IS TO BE USED). The Lessee will grease all fittings following cleanup. A cleanup deposit of \$25.00 will be paid at the time of application. Upon return of the cleaned and greased lime spreader, the deposit will be credited toward the rental charge.

The unauthorized late return of the lime spreader will result in a one hundred dollar (\$100.00) per day late charge. If the Lessee keeps the lime spreader in excess of two days over the return date (without authorization), then that Lessee cannot use the lime spreader for one calendar year following the date of the late return. To receive authorization for the late return of the lime spreader, the Lessee must contact the District staff. The staff, if contacted, can make the decision regarding the extension of the return date for bad weather, breakdowns, etc. The call and their decision will be documented on the office copy of the contract. It is suggested that the Lessee also make note of the call and decision on his/her copy of the contract.

Indemnification. Lessee shall indemnify and hold harmless the Scioto Soil and Water Conservation District, its elected officials, agents and employees from any and all losses, claims, damages, lawsuits, costs, judgements, expenses and any other liabilities which they may incur as a result of bodily injury, sickness, disease or death, or injury to or destruction of tangible property including the loss of use resulting therefrom, caused in whole or part by the negligent act or omission of the Lessee, any sub-lessee, any person directly or indirectly employed by any of them or any person for whose acts any of them may be liable. Lessee further agrees to defend the Lessor (Scioto Soil and Water Conservation District, its elected officials, agents, and employees) in any lawsuit, arbitration or other legal proceeding seeking recovery as a result of any accident or incident arising out of or in any way connected with the equipment.

The Lessee is responsible for any damage to the lime spreader be it due to misuse and/or negligence, whether intentional, or unintentional, while in the Lessee's possession. The payment for such damages shall be made to the Lessor as determined by the Scioto Soil and Water Conservation District Board of Supervisors.

Lessee will not transfer or assign their rights hereunder without obtaining the prior written consent of Lessor.

The Lessee is responsible for transportation of the lime spreader from the point of pickup to the farm and back to the original point of pickup. The pickup point is the District office unless otherwise specified by the District office.

The lime spreader will be transported only during daylight hours and no faster than **20 miles per hour** and in accordance with the Ohio Motor Vehicle Laws and the Ohio Revised Code pertaining to transportation of farm equipment. Lime shall not be hauled to the farm in the spreader – the lime must be loaded into the spreader at the farm.

Lessee will report to the District office, immediately, the total number of days used.

The Lessee shall use a tractor with the proper horsepower. The tractor must be at least 60 horsepower to be used to pull the lime spreader. The lime spreader may not be used on slopes greater than 16%.

The lime spreader can only be used within the boundaries of Scioto County, or on District Cooperator property, adjacent to Scioto County, unless approved by the Scioto Soil and Water Conservation District Board of Supervisors.

Lessee shall adhere to the attached policy, as adopted by the Lessor.

If default be made in payment of said rent or any part thereof or in fulfillment of any of the covenants or agreements herein specified to be fulfilled by the Lessee or if any unnecessary damage is done upon or to said lime spreader the Lessor may declare the said lease ended and enter upon the Lessee's property without notice and reclaim the lime spreader and sue for and recover all rent and damages.

The terms and conditions and covenants of this lease shall be binding upon and shall inure to the benefit of each of the parties hereto, their heirs, personal representatives and assigns.

Scioto Soil and Water Conservation District
Board of Supervisors

I agree to the rental terms.

Signature

Date

District Representative

Date

Type and size (horsepower) of tractor to be used for spreader

If using either of the items listed below, please initial and understand if these items are not returned with the spreader you will be charged replacement cost of either or both items used and not returned.

_____ Hitch pin

_____ Adapter for lights