

Campbell County Conservation District Equipment Lease Agreement

According to this Equipment Lease Agreement made this _____ day of _____, 2024-2025 between Campbell County Conservation District, hereinafter referred to as District, and _____, hereinafter referred to as Lessee, and agrees to the following equipment:

Cricket/BBI Lime Spreader (\$75/day plus tax & fees as they apply) **MAXIMUM TOWING SPEED 30 MPH & 40 HORSEPOWER TRACTOR WITH HYDRAULIC HOOKUPS**

Kasco Vari-Slice 5' Seeder Model KOS-604 (\$75/day plus tax & fees as they apply) **MUST BRING 3-POINT TRACTOR TO LOAD & UNLOAD EQUIPMENT**

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

CONDITIONS

1. The Lessee agrees to the safety training video/PowerPoint provided before leasing the equipment.
2. **The Lessee of the Cricket/BBI Lime Spreader agrees to use the equipment only for the spreading of lime.** No fertilizer is allowed in the spreader. **All Equipment is to be used on Campbell County land only.** 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 that equipment shall be used following any governing state and federal law, as well as local county ordinances. Speed limitations must be followed when transporting equipment on the road. Seeder is to be transported by trailer only.
4. All user scheduling shall be made through the District.
5. Lessee agrees that in the case of equipment breakdown or inclement weather conditions, it may be necessary to reschedule the use of equipment.
6. Lessee agrees equipment will only be used for pasture/hay land/grain seeding purposes and an environment relatively clear of rock, tree stumps, and debris.

LIABILITY:

1. Lessee agrees to use equipment in a careful manner and assumes responsibility for **ALL** risks arising from possession and/or use of the equipment and has sufficient insurance coverage for any loss that could be caused in any manner by the use of equipment. **Initial _____**
2. Lessee agrees to protect, indemnify, and hold harmless the District and/or Southern States from and against all losses, expenses, liabilities obligations, damages, or costs, including but not limited to attorney's fees and court costs, resulting from or arising out of any failure or breach of Lessee's responsibilities or obligations outlined in this Lease or for any injury to persons (including third parties), 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.
3. Lessee assumes all liability and responsibility for all losses resulting from the use or malfunction of leased equipment, including but not limited to loss of product.
4. 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, and to keep the equipment properly housed at all times.
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 immediately if equipment breaks down. Do not attempt to make repairs yourself until approval from the District is received.

RETURN CONDITION:

1. Equipment condition will be inspected by the Southern States representative and Lessee before leasing and upon return.
2. Before returning, Lessee shall remove all products from the equipment and agree to properly clean the equipment after use. Mud and dirt must be removed from the spreader. **Do NOT use water to clean up the seeder; use a shop vac or air compressor. There will be an additional \$35 clean-up fee charged if the equipment is not properly cleaned, as determined by the Southern States representative.**

Lease Agreement

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

Lessee Name (printed): _____

Mailing Address: _____

City: _____ **State:** _____ **Zip:** _____

Phone: _____

Email: _____

Lessee Signature _____

CCCD Signature: _____

Payment is due now—only checks are accepted and payable to Campbell County Conservation District. Adjustments can be made during inclement weather but only if Southern States is notified.

Check-Out (SS and Lessee to Complete)	Check-In (SS & Lessee to complete)
Date: _____ Time: _____ m./p.m.	Date: _____ Time: _____ a.m./p.m.
Lessee initials: _____	Lessee initials: _____
Southern States rep. initials: _____	Southern States rep. initials: _____

Office Use Only:

Total # _____ of Days Equipment Used at \$75.00/ day (**plus 6% sales tax if not exempt**): _____

Late Return Fee at \$150.00/day plus tax: (If applicable) _____

Clean-up Fee at \$35.00 plus tax: (If applicable) _____

Total Amount Collected: \$ _____

Check #: _____

Credit Card Authorization: _____

Ag Exemption Number (if applicable) _____

Received by: _____