

TERMS AND CONDITIONS FOR WARREN COUNTY CONSERVATION EQUIPMENT DRILL RENTAL

TERMS

The terms of this lease are as follows: The equipment shall be delivered and picked-up by a Warren County Conservation District Representative. The equipment shall be billed per farm number and shall not be moved unless a Warren County Conservation District Representative is notified and the equipment is inspected. This agreement is binding and shall expire at the time the property leaves the farm designated and payment is rendered. No person who has failed to make payment for rental of equipment shall be allowed to rent any additional equipment until payment has been made with interest at the rate allowed by the Commonwealth of Kentucky for judgments. In the District’s discretion prior to delivery, payment equal to one day’s rental and all delivery charges shall be made to the District.

INDEMNITY

Lessee shall indemnify lessor against, and hold lessor harmless from, any and all claims, actions, suits, proceedings, costs, expenses, damages, and liabilities, including reasonable attorney fees arising out of, connected with, or resulting from the property subject to this lease, including, but not limited to the manufacture, selection, delivery, use, operation, or return of such property.

LOSS OR DAMAGE

Lessee assumes and shall bear the entire risk of loss, theft, destruction, or damage of or to any part of the equipment (“loss or damage”) from any cause whatsoever, whether or not covered by insurance, and no such loss shall release lessee of its obligation under this agreement in the event of loss or damage. Lessee, at the sole option of lessor, shall (a) at lessee’s expense, repair the equipment to the satisfaction of lessor; or (b) at lessee’s expense, and to the satisfaction of lessor, replace the equipment with similar or like equipment in good condition and repair and of comparable value, with clear title thereto in lessor.

SAFE AND PROPER USE OF EQUIPMENT

Lessee warrants that he or she is familiar with the proper and safe use of the equipment, and that he or she will use the equipment in accordance with manufacturer’s recommendations. Lessee is aware that additional training concerning the proper and safe use of the equipment will be provided free of charge at the Warren County Soil and Water Conservation, 925 Lovers Lane, Bowling Green, KY 42103. To schedule a training session, contact Morgan Mairs or Penny Warwick at 270-846-4506 prior to use of the equipment.

ASSIGNABILITY

Without lessor’s prior written consent, lessee shall not (a) assign, transfer, pledge, or otherwise dispose of this lease, the equipment, or any interest therein or (b) sublet or lend the equipment or permit it to be used by anyone other than lessee or lessee’s employees.

LOCATION AND MAINTENANCE

The equipment shall be surrendered on agreed date. On that date or on demand by lessor, lessee shall notify the lessor to pick up the equipment and shall make the equipment available at a time and place agreeable to lessor. In the event of inclement weather or other circumstances beyond the control of the lessee, the lessee shall notify Billy Sears to request an extension, which shall not unreasonably be withheld. The equipment shall be surrendered in good repair, ordinary wear and tear excepted.

WARRANTIES

Lessor does not warrant the fitness, merchantability, design, condition, capacity, suitability, or performance of the property leased. Lessor makes no express or implied warranties and leases the property “as is” and “with all faults.” Warranties made by the seller and/or manufacturer of the leased equipment are assigned by lessor to lessee. In event of any claim concerning the location, installation, repair, or use of the property leased or any other claim concerning property, regardless of cause or consequence, lessee’s only remedy, if any, is against the seller or manufacturer of the property. No defect regardless the cause or consequence shall relieve lessee from performance under this lease, including rental payments.

In witness whereof, each party has caused this agreement to be executed on the date indicated below.

Printed Name

Signature

Phone Number

Date

Mailing Address