

**AGREEMENT, TERMS, & CONDITIONS FOR
WARREN COUNTY CONSERVATION DISTRICT EQUIPMENT RENTAL - NO-TILL DRILL
925 Lovers Lane, Bowling Green, KY 42103 | 270-202-3667**

This Equipment Lease ("Lease") is made and entered into between the Warren, County, Conservation, District ("WCCD" or "Lessor") and _____, ("Lessee").

The WCCD provides no-till seed drills ("the Equipment") as a service for lease and use by residents of Warren, County, Kentucky. In order to ensure that the Equipment is available to all residents on a timely basis and is properly used and maintained, the following terms and conditions apply:

TERMS. INT _____

1. The Equipment shall be transported and delivered **only** by the WCCD's designated contractor.
2. The Lessee agrees to be in control of the Equipment from the time the Equipment is delivered until the time the Equipment is picked up. The Lessee agrees to exercise this control so that only the Lessee or the Lessee's employees shall use or operate the Equipment. Further, the Lessee agrees that the Equipment shall only be used on property owned or operated by Lessee in Warren County, Kentucky.
3. The Lessee may request use of the Equipment by contacting the WCCD. The WCCD will notify the WCCD's delivery contractor and the contractor will deliver the Equipment as soon as it is available and is practicable, or as close to the date the Lessee requests delivery, considering availability of the Equipment and practicability of delivery. The calculation for the Lease payment shall begin on the Day **after** the equipment is delivered to the Lessee's property, and shall end on and include the Day the Lessee notifies the WCCD or the WCCD's contractor that the Equipment is available and ready to be picked up. The Lease payment shall be a fee of \$75+\$10/acre (with a minimum rate of 10 acres charged at \$175 [\$75+\$10(10)]).
4. The Lessee understands and agrees that the delivery and pickup location on Lessee's property must be accessible to the WCCD contractor and the vehicles needed to move the Equipment. If the location is not accessible, Lessee shall pay for the cost of delivery or pickup, regardless whether the Equipment has or will be used by the Lessee.
5. If the Lessee has informed the WCCD or the WCCD's contractor that the Equipment will be used for a certain number of days, or if the Lessee is informed by the WCCD or the WCCD's contractor that the Equipment must be surrendered by a certain date, the Lessee agrees that the WCCD or the WCCD's contractor is hereby granted permission and authorized to go onto the property owned or operated by the Lessee to pick up the Equipment.
6. Lessee agrees to pay any amounts due and owing within 30 days from the date of the WCCD invoice. If the Lessee does not make payment within 30 days, 8 percent interest may be assessed by the WCCD. If the Equipment is not available and accessible upon demand by the WCCD, Lessee agrees to pay a penalty of \$100 per day until the Equipment is available to be picked up.
7. If payment is not remitted, Lessee will not be eligible to rent equipment from WCCD until payment is made and received.
8. To be eligible for tax exemption a current tax exemption form must be filed with WCCD.
9. In case of inclement weather or other circumstances beyond the control of the Lessee, the Lessee may notify WCCD's contractor or the WCCD to request an extension, which shall not unreasonably be withheld.
10. The equipment shall be surrendered by the Lessee in good repair, and the Lessee shall notify the WCCD's contractor of any repairs or maintenance needed on the Equipment.
11. This lease agreement is effective the date that has been signed by the Lessee and an authorized representative of the WCCD. This Lease ends when the Equipment has been removed from the Lessee's property by the WCCD contractor and Lessee has paid all outstanding fees to the WCCD.
12. If the WCCD, in its sole discretion, determines that the Lessee has violated any of the provisions of this agreement, the WCCD may, after Lessee has been provided an opportunity to contest the violation at a Board meeting, refuse to lease any equipment owned by WCCD for a period of up to 18 months, or bring an action for damages against Lessee in Warren District or Circuit Court.

SAFE AND PROPER USE OF EQUIPMENT. INT _____ The 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 safely and in accordance with the manufacturer's recommendations.

WARRANTIES. INT _____ Lessor does not warrant the fitness, merchantability, design, condition, capacity, suitability or performance of the Equipment. Lessor makes no express or implied warranties and leases the Equipment "as is". In the event of any claim concerning the Equipment, its location, installation, repair, or use, or any other claim concerning the Equipment, regardless of cause or consequence, Lessee's only remedy, if any, is against the seller or manufacturer of the Equipment. No defect, regardless of the cause or consequence, shall relieve the Lessee from performance under this Lease, including Lease payments.

LOSS OR DAMAGE. INT _____ Lessee assumes and shall bear the entire risk of loss, theft, destruction, or damage of or to any part of the Equipment from any cause whatsoever, whether or not covered by insurance, during the time the Equipment is on property owned or

operated by Lessee, or is under the control of Lessee pursuant to this agreement, and no such loss shall release Lessee of their obligations under this agreement.

INJURY. INT _____ Lessor shall not be responsible for injuries to any persons which may arise from, or be attributable or incident to, the use and or operation of the Equipment.

INDEMNITY. INT _____ 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’s fees, arising out of, in connection with, or resulting from the Equipment or the use of the Equipment, including, but not limited to the delivery, use, operation or return of the Equipment.

This agreement shall be interpreted under the laws of the Commonwealth of Kentucky.

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

Delivery Address

Designated WCCD contractor: Jerry “Billy” Sears