

**AGREEMENT, TERMS, & CONDITIONS FOR WARREN COUNTY CONSERVATION DISTRICT EQUIPMENT RENTAL
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 an earth pan ("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 by appropriate equipment, at least a three quarter ton truck.
2. The Equipment shall be operated by appropriate equipment, at least 150 horse power minimum and 300 horsepower maximum .
3. Lessee will have and provide appropriate auto insurance information.
4. Equipment will be inspected prior to rental and upon return.
5. 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.
6. The Lessee may request use of the Equipment by contacting the WCCD. The WCCD will notify the WCCD's contractor and the contractor will arrange and schedule pick up 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.
7. Rate will be \$250 per day, excluding weekends.
8. 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.
9. 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.
10. If payment is not remitted, Lessee will not be eligible to rent equipment from WCCD until payment is made and received.
11. To be eligible for tax exemption a current tax exemption form must be filed with WCCD.
12. In case 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.
13. The equipment shall be returned by the Lessee in good repair, and the Lessee shall notify the WCCD's contractor of any repairs or maintenance needed on the Equipment. Before returning, Lessee shall remove all product from equipment and agrees to properly clean equipment after use. Mud and dirt must be removed. There will be an additional \$100 clean-up fee charged if the equipment is not properly cleaned, as determined by the District representative. A \$200 fee will be applied if receiver is missing.
14. 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.
15. 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

