

MUSKINGUM SOIL AND WATER CONSERVATION DISTRICT
225 Underwood Street, Suite 100, Zanesville, Ohio 43701
Phone (740) 454-2027 FAX (740) 454-1451

RENTAL AGREEMENT FOR THE STOLZFUS LIME SPREADER

RECEIPT IS HEREBY ACKNOWLEDGED BY _____ as agent

for the Muskingum Soil and Water Conservation District, hereinafter called Lessor, from

(Name)

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

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

_____ (\$ _____ . _____) Dollars, in payment of rental deposit

for the use of the Stolzhus 4 Ton lime spreader. The rental rate will be \$75.00 per week day, or \$100 for a weekend (Saturday and Sunday). Travel time equals _____ hours. 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:

- The Lessee will show proof of insurance by submitting an official Certificate of Insurance. Certificate must show proof of the following: minimum general farm liability/farm liability insurance coverage required is \$250,000; minimum automobile liability coverage required is \$1,000,000; rented equipment must have a \$25,000 minimum; and Muskingum Soil and Water Conservation District must be added as an additional insured party. A sample certificate will be provided for the lessee to show his/her insurance company. Failure to provide the Certificate of Insurance will terminate any contract for use of the lime spreader.**
- The Lessee agrees to rent the said piece of equipment at a rate of seventy-five dollars (\$75.00) per week day in their possession. Weekends (Saturday and Sunday) will be one hundred dollars (\$100.00). The Lessee further agrees that the rental deposit shall be one-half of the total estimated days of use, but no less than one day's or weekend use, or \$75/\$100, whichever is applicable, plus a cleanup deposit of \$25.00. **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 10% per annum.**

3. **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 power washer or equivalent. 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 returned or credited toward the rental charge.**
4. **Because a locking hitch pin is supplied with the spreader, there is a twenty –five dollar (\$25.00) deposit on the hitch pin. If the hitch pin is returned in working order with the lime spreader, the deposit will be returned or credited towards the rental charge.**
5. **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.**
6. Indemnification. Lessee shall indemnify and hold harmless the Muskingum 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 (Muskingum 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.
7. **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 Muskingum Soil and Water Conservation District Board of Supervisors.**
8. **Lessee will not transfer or assign their rights hereunder without obtaining the prior written consent of Lessor.**
9. No fertilizer will be applied to the soil with the lime spreader. If the lime spreader is used to spread fertilizer, the Lessee cannot use the lime spreader for one calendar year, and will be assessed \$100 for cleanup.
10. 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.

11. A Muskingum Soil and Water Conservation District representative will assist the first time user in making all adjustments. The repeat user shall make all adjustments unless the service of a technician is requested to assist in making the adjustments.
12. The lime spreader will be transported only during daylight hours 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.
- 13. Lessee will report to the District office, immediately, the total number of days used.**
14. 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%.
15. The lime spreader can only be used within the boundaries of Muskingum County, or on District Cooperator property, adjacent to Muskingum County, unless approved by the Muskingum Soil and Water Conservation District Board of Supervisors.
16. Lessee shall adhere to the attached policy, as adopted by the Lessor.
17. 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.
18. 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.

Muskingum Soil and Water
 Conservation District
 Board of Supervisors

By: _____

_____ Date

 Lessee

 Date

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