

CAPITOL CONSERVATION DISTRICT EQUIPMENT LEASE AGREEMENT

This equipment lease is made and effective this _____ day of _____, 20____, by and between the Capitol Conservation District (Lessor), and _____ (Lessee)

Must be a District Cooperator

Address: _____ Phone: _____

Valid Driver's License Number: _____ (copy of license)

Have in possession a valid driver's license and Properly Insured by _____ (Agent)

The Lessee desires to lease from the Lessor the following equipment: Stoltzfus Two (2) Ton Lime Spreader
A deposit of \$_____ must be paid before Lime Spreader can be scheduled.

Lime Spreader must be returned no later than _____. A late charge of \$_____ per _____ may be assessed.

The Lessee agrees to the following terms of the Lease:

- Equipment will be used only in Kanawha County unless permission is otherwise granted.
- Lessee is responsible for pick-up and return of Lime Spreader. Lime Spreader will be picked up at _____ and returned to the same location.
- Inspect equipment for damage and safety prior to accepting from Lessor, and report any concerns to Lessor.
- Complete and sign attached Lime Spreader inspection checklist.
- Lessee is responsible for any damage to equipment incurred while in Lessee possession.
- Lessee will not use spreader to haul lime from supplier to farm.
- Lessee will use a tractor with 50 HP or greater for safe operation.
- Any delays, damage or equipment failure must be reported to Lessor at (304) 759-0736.
- The Lessor reserves the right to pick up the equipment at the Lessee's expense. Lessor may remove the equipment, if in the opinion of the Lessor, it is being used beyond capacity, or any manner improperly cared for or abused.
- The Lessee assumes all liability during the use of this equipment, including liability for any property damage or personal injuries. This liability shall not be limited to use in the field, but included both transportation to and from the field, including over the highway. The Lessee agrees to be solely responsible for all claims arising out of the transportation and use of the Lime Spreader which may be asserted against the Lessor or Lessee, and Lessee agrees to fully indemnify the Lessor for all such claims.
- Lessee must clean equipment after use and oil and grease as required. Failure to do so will forfeit deposit.

\$100.00 Deposit Required

Make Check Payable to: Capitol Conservation District
418 Goff Mountain Road, Suite 102
Cross Lanes, WV 25313

Lessee Signature: _____ Date: _____

Lessor Signature: _____ Date: _____

Rates: \$100 first day, \$50 each additional day Weekend Rate: \$150 (11 a.m. Friday to 9 a.m. Monday)
(Pick up by _____ use next full day return by 9 a.m. following day)

Deposit Collected by: _____ Check No.: _____ Deposit must be paid prior to leasing equipment.

CAPITOL CONSERVATION DISTRICT

LIMESPREADER INSPECTION CHECKLIST

SPREADER NUMBER _____

DATE PICKED UP _____

PROJECTED RETURN DATE _____

Lessee agrees he/she has inspected the Lime Spreader and it is in the pick-up condition as noted below.

LESSEE PICKUP SIGNATURE: _____

LESSOR PICKUP INSPECTOR: _____

OVERALL PICKUP CONDITION OF SPREADER: _____

(Initials of Lessor and Lessee)

ITEMS FOR REVIEW	PICKUP CONDITION	RETURN CONDITION	COMMENTS (Include and problems or damages)
	(Yes/No)	(Yes/No)	
Equipment Clean			
Dents Noted			
Tires in Good Shape			
Hitch Pin Present & Chain Attached			
Jack Returned & In Operating Condition			
Emergency Cable in Good Condition			
Lights Returned & In Working Condition			
Spinners in Good Condition & Clean			
PTO in Good Condition & Clean			
Chain Drive Checked & Oiled			
Pulley System Cleaned			
Machine Greased (do not over grease)			
Safety Chain Attached			

Initials of Lessee _____

ACTUAL RETURN DATE: _____

LESSEE RETURN SIGNATURE: _____

RETURN INSPECTOR: _____

OVERALL RETURN CONDITION OF SPREADER: _____

Lessor

Lessee (Initials)