



CLINTON COUNTY CONSERVATION DISTRICT

45 COOPERATION LANE, MILL HALL, PA 17751

PHONE: (570) 726-3798

FAX: (570) 726-7977

Lease/ Rental Agreement

This agreement, made this _____ day of _____, 20____ by and between the Clinton County Conservation District, 45 Cooperation Lane, Mill Hall, PA 17751 ("Lessor") and

_____ ("Lessee").

It is agreed:

LEASE: Lessor hereby leases to Lessee, and Lessee hereby leases from Lessor a Sukup No-Till drill, model 2300, serial # 008039 ("Equipment") for the following use rate payable as follows

- 10 acres and above will be \$8.00/acre
- Less than 10 acres will be \$10.00/acre

Failure to complete drilling in a timely manner will void contract. Timely use will be declared by Lessor based on amount of acres. 14 acres per day is timely. If drilling 14 acres or less, one day is permitted, timely drilling of larger acreage's will be based on 14 acres per day. (Lessor may consider weather and ground conditions when determining voiding of a contract or charging a daily fee.) If not used in a timely manner a daily fee may be charged for time equipment is not available for lease to other parties.

DELIVERY: The Lessee will be responsible for picking up the equipment and returning it to the Conservation District at the Lessee's expense. If Lessee requests the District to mobilize and demobilize, these functions will be based on two-way mileage at \$1.20/mile. (August 2008)

NO WARRANTIES BY LESSOR: Lessor makes no warranty, expressed or implied, to anyone as to the fitness, merchantability, design, condition, capacity, performance, or any other aspect of the equipment or its components, and its workmanship. Lessor further disclaims any liability for loss, damage, or injury to Lessee or third parties as a result of any defects, latent, or otherwise, in the equipment, whether arising out of Lessor's negligence or application of the laws of strict liability. As to Lessor, Lessee leases equipment "as is".

CARE, USE, AND LOCATION: Other than normal maintenance, the Lessee, at its own cost and expense, shall maintain and keep the equipment in good repair, condition and working order, shall use the equipment lawfully and shall not alter the equipment without Lessor's prior written consent. The equipment shall be used at the following location(s):

On land owned and/or operated by the lessee.

The equipment shall not be removed from the location(s) above without Lessor's written consent. Lessor shall have the right to inspect the equipment at any reasonable time.

INSURANCE: Lessee shall carry public liability insurance and property damage insurance covering the equipment and its use (or may be self insured and able to prove ability to replace equipment, if needed). By signing this contract you agree to these conditions. All insurance shall be in a form approved by Lessor.

INDEMNITY: Lessee shall indemnify and hold lessor and /or the County of Clinton harmless from, and defend Lessor and/or the County of Clinton against, any and all claims, actions, suits, proceeding costs, expenses, damages, and liabilities, including attorney fees, arising out of, or connected with, resulting from the Lessee's use of the equipment or this lease.

MISCELLANEOUS: This lease is binding upon the heirs, personal representatives, successors and assigns of the parties hereto.

Updated 3/31/2016

ADDITIONAL CONDITIONS:

- Rental includes normal wear and tear of machine.
- Lessee will be responsible for cleaning drill at completion of work (i.e. vacuum or remove seed left in the hoppers) Failure to clean drill will result in a \$25 clean out fee by Lessor.
- Lessee will have the responsibility to review condition of drill upon accepting drill for use. Lessor will confirm any declaration of condition.
- Lessee must be 18 yr. old to establish contract.
- Lessee is responsible for refueling engine at completion of rental period. Failure to return engine full will result in a \$4.50/gal fuel surcharge.
- Lessee will be responsible for the cost of any damages to the machine as well as damages associated with improper use or during hauling. Lessor may charge a fee for those damages.
- The Lessor cannot guarantee that the equipment will be available on a pre-scheduled day due to weather conditions that could delay other users who have possession of equipment beforehand.
- **Payment must be made in full within 30 days from date of invoice.**

Clinton County Conservation District, (Lessor) 

_____, Lessee signature & Date _____

Bill To:

Name: _____

Address: _____

Phone: _____