

## Kenton County Conservation District Equipment Rental Agreement

According to this Equipment Rental Agreement made this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_ between the Kenton County Conservation District, (hereinafter referred to as "District") and \_\_\_\_\_, (hereinafter referred to as "Lessee") agrees to rent the following equipment:

Quantity Rented	Item	Charge per unit rented	Deposit per unit rented
	Tree Planting Bar	\$ 5 up to five days	\$ 25
	Tree planting bag	\$ 5 up to five days	\$ 25
	Planting shovel	\$ 5 up to five days	\$ 25
	5-gallon Sprayer	\$ 25 up to five days	\$ 50
	25 gal. ATV sprayer	\$ 75 up to five days	\$ 100
	Broadcast sling seeder for native grasses	\$ 50 up to five days	\$ 100

It is understood by the District and Lessee that the described equipment is made available under the conditions outlined on page two of this agreement.

Date \_\_\_\_\_

Witness whereof, both parties have executed this agreement as of the day and year written above.

\_\_\_\_\_  
Lessee Signature

\_\_\_\_\_  
Kenton County Conservation District representative

\_\_\_\_\_  
Lessee Name, Printed

Address: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip Code: \_\_\_\_\_

Home Phone: \_\_\_\_\_ Cell Phone: \_\_\_\_\_

Email Address: \_\_\_\_\_

Practice installed with equipment \_\_\_\_\_

\_\_\_\_\_ # Acres (approximately) affected by installed practice

Total # of Days Equipment Used \_\_\_\_\_

Amount Collected \$ \_\_\_\_\_ Check/MO # \_\_\_\_\_

Deposit Returned \$ \_\_\_\_\_ Check # \_\_\_\_\_ Date Returned \_\_\_\_\_

It is understood by the District and Lessee that the described equipment is made available under the conditions outlined below.

1. **GENERAL CONDITIONS:**

- a. Lessee agrees that said equipment will be used only for conservation practice installment or improvement on land in Boone, Kenton or Campbell counties, with priority to Kenton County landowners, and in accordance with governing state and federal law, as well as local county ordinances.
- b. All user scheduling shall be made through the District, which shall have access to said equipment at all reasonable times.
- c. Lessee agrees that in the case of equipment breakdown or inclement weather conditions, it may be necessary to reschedule use of equipment.
- d. District staff shall, with the Lessee, conduct assessment of individual sites to determine suitability for use of equipment.
- e. It is agreed that neither the Lessee nor the District is in any matter acting as agent or representative of the other.

2. **CHARGES and PAYMENT**

- a. Charges and deposits for each item are listed in this agreement.
- b. Equipment must be picked up and returned to the Kenton County Conservation District office during regular office hours, Monday – Friday, 8:00 a.m. – 4:30 p.m.
- c. During inclement weather or in the unlikely event of equipment breakdown, Lessee will not be responsible for paying above rates for time not used. The District will determine applicability of weather conditions and/or equipment breakdowns. Lessee must make the District aware of such conditions. If the District is not notified, no adjustments will be made.
- d. **Payment for equipment rental and deposit are due at time equipment is picked up.** Payment must be made by **check and money order only**. Absolutely NO charge, credit card, debit card, or cash payments will be accepted. Checks and money orders are to be payable to: Kenton County Conservation District, 6028 Camp Ernst Road, Burlington, KY 41005 (Phone: 859-586-7903). Deposits will be refunded, if equipment is returned clean and in good condition, by check from the Kenton County Conservation District.

3. **LIABILITY and RESPONSIBILITY:**

- a. Lessee agrees to use said equipment in a careful manner and assumes responsibility for ALL risks arising from possession and/or use of said equipment.
- b. Lessee agrees to protect, indemnify and hold harmless the District from and against any and all losses, expenses, or liabilities obligations, damages or costs, including but not limited to attorneys fees and court costs, resulting from or arising out of any failure or breach of Lessee's responsibilities or obligations set forth in this Lease or for any injury to persons or damage to property caused by said equipment or by use thereof, and will immediately notify the District in writing of any failure, breach or injury or damage.
- c. Lessee assumes all liability and responsibility for any and all losses resulting from use or malfunction of said equipment.
- d. Lessee assumes all liability and responsibility for loss of, or damage to, said equipment while it is subject to this Lease, AND ASSUMES RESPONSIBILITY FOR THE REPAIR EXPENSE. Normal wear and tear is the District's responsibility.
- e. Lessee agrees to keep equipment in the same good repair and condition as when leased, and to keep the equipment properly housed at all times.
- f. Lessee agrees that equipment will be operated by or under the direction of competent operators.

5. **RETURN CONDITION:**

Equipment condition will be inspected by the District before rental and upon return.