

## ***MANURE SPEADER LEASE CONTRACT***

The St. Mary's Soil Conservation District (hereto referred to as the District) is able to make available a Gehl side discharge manure spreader to apply livestock manure to agricultural land as prescribed in a nutrient management plan.

The spreader was made available to the District by a grant from the Chesapeake Bay Trust.

In order to administer the program and provide needed maintenance and repair, a fee will be assessed to each leasee as outlined in the following terms of lease:

- A contract must be signed in advance by the responsible party that is leasing the equipment, and that person will be held liable for the safe transportation and use of the spreader.
- The equipment will be used in the manner it was intended for as outlined in the Operator's Manual. The Leasee will be held responsible for any damage to the equipment from negligence or improper use as determined by a District Representative.
- An Operators Manual will be available at the District office.
- It will be the responsibility of the leasee to inspect the equipment prior to use and report any problems at that time to the District. In the event the equipment does not work properly or equipment fails during use, the problem is to be immediately reported to the District. In either case, the equipment should not be used until repaired or authorized by the District. Failure to report the need for repair or the continued use of the equipment when not functioning properly will be cause for the Districts full compensation of repair costs from the Leasee.
- A fee will be assessed at \$25.00 per day and \$7.00 per load. The Leasee must call the District upon completion and report total loads spread. Office hours for reporting are Monday through Friday between the hours of 8:00 a.m. and 4:30 p.m.
- **HOLD HARMLESS:** YOU assume all risks inherent in the operations and use of the rental equipment by you and anyone else. You agree to assume the entire responsibility for the defense of, and to pay indemnity and hold us harmless from, and release us from any and all claims for damage to property or bodily injury (including death) or from loss of time or convenience resulting from the use, operation, or possession of the rental equipment, whether or not it be claimed or found that such damage or injury resulted in whole or in part from our negligence from the defective conditions of the rental equipment or from any other cause.
- **RENTER RESPONSIBILITY:** It is the responsibility of the renter to pick-up and deliver the equipment to it's point of storage.
- **DAMAGE TO TOW VEHICLE:** The St. Mary's Soil Conservation District is not responsible for any damage to any and all tow vehicles used to tow the equipment rented under this Agreement.

- **CHARGES AND PAYMENT:** YOU are responsible for the rental charges for the total days used and total loads spread as specified on the Agreement.
- **REPOSSESSION:** YOU give the St. Mary's Soil Conservation District and it's representative the right to enter your property to inspect or repossess the equipment at any time. YOU hereby waive any right of action against the equipment at any time. YOU hereby waive any right of action against the St. Mary's Soil Conservation District or it's representative for such entry and retaking. In addition, you acknowledge that the consignment, misappropriation, sale, or failure to return the rented equipment within a reasonable time may constitute a crime.

"I have read the above and agree to all the listed terms and conditions."

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Signature

Date