

MUSKINGUM SOIL AND WATER CONSERVATION DISTRICT  
225 Underwood Street, Suite 100, Zanesville, Ohio 43701  
Phone (740) 454-2027 or (740) 454-2767

**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 Stolfus 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:

- 1. 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 insurance coverage required is \$250,000; minimum automobile liability coverage required is \$250,000; rented equipment must have a \$25,000 minimum. 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.**
- 2. 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 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.**
4. The Lessee will hold the Lessor harmless at all times from any liability or damage on account of injury to employee or customers or to the general public growing out of the transportation, use, or operation of the lime spreader.
5. **The Lessee is responsible for any damage to the lime spreader be it due to misuse, negligence, 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.**
6. **Lessee will not transfer or assign their rights hereunder without obtaining the prior written consent of Lessor.**
7. 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.
8. 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.
9. 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.
10. 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.
11. **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.**
12. **Lessee will report to the District office, immediately, the total number of days used.**
13. 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%.

14. The lime spreader can only be used within the boundaries of Muskingum County, or on District Cooperator property, adjacent o Muskingum County.
15. **Because a locking hitch pin is supplied with the spreader, there is a twenty dollar (\$20.00) 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.**

The attached policy as adopted by the Lessor shall be adhered to.

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.

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.

\_\_\_\_\_  
Lessor or Lessor's Agent

\_\_\_\_\_  
Date

\_\_\_\_\_  
Lessee

\_\_\_\_\_  
Date

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