

Union County Equipment Rental Agreement

MASTER EQUIPMENT RENTAL AGREEMENT

THIS MASTER AGREEMENT ("Master Agreement") is made this _____ day of _____, 20____, by and between the Union County Conservation District, with a principal place of business at 155 N. 15th Street, Lewisburg, PA 17837 ("Lessor"), and _____ a(n) (individual / partnership / corporation), with a principal place of business at _____ ("Lessee").

1. The Lessee may, subject to the terms of this Master Agreement, rent, from time to time, equipment by submitting a Rental Form to the Lessor.
2. Lessor hereby leases to Lessee, and Lessee hereby leases from Lessor the pieces of equipment that are marked with an "X" on the attached form (the "Equipment"). The Lessee shall be responsible to provide a qualified operator for the equipment.
3. This Master Agreement shall be ongoing and apply to all Equipment rented by Lessee after the date this Agreement is executed, until and unless a new Master Agreement is entered into by the parties.
4. Rent shall be in the amount indicated on the individual Rental Form. If the Equipment is returned late, the Lessee shall be billed \$100.00 per day until returned, plus interest in the amount of 1% per month (12% APR) on additional fees not paid within thirty (30) days.
5. Lessee's use of the Equipment shall be independent from the Lessor. Lessee shall not be considered an employee, agent or representative of the Lessor.
6. Lessee shall be responsible for any necessary repairs, maintenance and servicing of the Equipment at Lessee's cost and expense that are due to Lessee's use of the Equipment. Lessee shall notify Lessor immediately upon discovery of any need for repairs, maintenance or servicing of the Equipment.
7. Lessee agrees to use the Equipment in a careful and proper manner, in conformity with manufacturer's specifications, industry practices and any restrictions stated by Lessor. Lessee shall comply with all federal, state and local laws, ordinances and regulations in any way relating to the possession or use of the Equipment.

8. Lessee acknowledges its responsibility to cease operating or using the Equipment in the event of any unsafe condition. In the event that Lessee, or any of its agents, servants or employees, discovers any unsafe condition in any way related to or arising out of Lessee's use of the Equipment, Lessee shall immediately cease using the Equipment and notify Lessor of the unsafe condition.

9. All risks of loss, damage, theft or destruction to the Equipment shall be borne by Lessee during Lessee's transport, use, possession or operation of the Equipment. If the Equipment is damaged or destroyed during Lessee's transport, use, possession or operation of the Equipment, other than by act or omission of Lessor, Lessee shall promptly notify Lessor and shall reimburse Lessor on demand for the cost to repair or replace the Equipment, as well as for any and all damages incurred by Lessor as a result of Lessee's failure promptly to report any damages or the need for repairs.

10. Lessee assumes all risk of liability of any kind or nature whatsoever, known or unknown, foreseeable or unforeseeable, arising out of or pertaining to Lessee's transport, use, possession or operation of the Equipment. Lessee shall defend, indemnify and hold harmless Lessor and its elected officials, agents and employees of and from any and all claims, liabilities, penalties, damages, costs and expenses, including reasonable attorneys' fees and costs of suit, of any kind or nature whatsoever, which may be asserted against, incurred by or required to be paid by Lessor or its elected officials, agents or employees by reason of or account of Lessee's transport, use, possession or operation of the Equipment. Lessee's obligation under this section is unconditional and shall survive termination of this Agreement.

11. Lessor at all times retains sole and exclusive title to the Equipment. Lessee agrees that it will not do anything to impair or destroy Lessor's rights in and to the Equipment, it being understood that Lessee holds possession of the Equipment only as a lessee subject to the terms and conditions of this Agreement.

12. Lessee shall insure the Equipment against fire, theft, liability and such other risks as Lessor may request in amounts approved by Lessor, naming the Lessor as an additional insured on Lessee's insurance policy or policies. Lessee shall furnish to Lessor evidence of such insurance upon request. The proceeds of any insurance may be applied at Lessor's option to repair or replace the Equipment.

13. If Lessee defaults in performance of any provision of this Agreement, Lessor may terminate this Agreement immediately at Lessor's option. If Lessor commences any action to recover any amount due from Lessee, or if Lessor commences any action in any way related to or arising out of this Agreement, Lessee shall be liable for and shall pay Lessor's reasonable attorney's fees.

14. No assignment of this Agreement or of any party's rights and obligations hereunder is valid without the express written consent of Lessor.

15. This Agreement contains the entire agreement between Lessor and Lessee relating to its subject matter and may be amended or altered only by a writing duly executed by both parties.

16. This Agreement is governed by and construed in accordance with the laws of the Commonwealth of Pennsylvania. Any claim, demand or suit arising out of or pertaining to this Agreement and/or its subject matter shall be brought in and only in the Court of Common Pleas of Union County.

Intending to be legally bound, the parties, by and through their duly authorized agents, have set their hands on the day and year first written above.

UNION COUNTY CONSERVATION DISTRICT

By: _____

LESSEE

By: _____

Printed Name (Attach photocopy of government issued identification)

Organization

Billing Address:

Telephone Number:

EQUIPMENT RENTAL FORM

I, _____, on behalf of _____ (Lessee), hereby submit this Rental Form for the rental of the Equipment marked with an "X" below. The rental is subject to the Master Rental Agreement that _____ has entered into with the Union County Conservation District (the "District").

Equipment	Rate	Mark "X" if Rented
Grain Drill Haybuster 107C w/rollers (2016) SN#101506507C	\$10.00 / Acre	
Grain Drill Haybuster 107C (2013) SN #194	\$10.00 / Acre	
Hydra Ram Manure Spreader Model #790B SN#70215014	\$100 / Day \$50 / Half Day	
RJ Veg Transplanter, Model # RJV600, SN# 02261	NO CHARGE	

The above rental shall begin on _____, 20____, and end on _____, 20____. I agree to return the above Equipment on or before the end date.

I hereby acknowledge that a Master Equipment Rental Agreement ("Master Agreement") must be agreed to prior to the rental/use of any equipment. Further, I acknowledge that I have signed such a Master Agreement and that the terms of said Master Agreement govern my use and rental of the above equipment.

LESSEE

By: _____

Printed Name (Attach photocopy of government issued identification)

Organization

Acknowledgment of rental.

UNION COUNTY CONSERVATION DISTRICT

By: _____