

LACKAWANNA COUNTY CONSERVATION DISTRICT

BULK MATERIAL SPREADER-RENTAL POLICY AND AGREEMENT

2018

FEES: \$150.00 per day.

ADDITIONAL FEES: \$150.00 cleaning charge may be imposed at the discretion of Conservation District staff if the spreader is returned unclean and/or containing leftover material.

-Due to the surrounding counties not having this equipment available for use, our Conservation District Board has agreed to service their farmers. However, we will give a higher priority to Lackawanna County farmers for equipment use. In addition, out of county farmers will be charged \$1.00 per mile for towing from the Lackawanna County line to their farm and return.

LATE CHARGES: While no late charges will be incurred for past due bills, the spreader will not be rented to any person(s) with an unpaid balance on any previous District account.

DISCLAIMER: Lessee shall be liable for all expenses, personal injury, property damage, and claims arising out of its possession, operation and transportation of the spreader and shall hold the Lackawanna County Conservation District, Lackawanna County, and its assigns harmless therefrom. The lessee also agrees not to hold the District liable for any crop damage arising out of the use of the spreader.

- Lessee shall allow the Lackawanna Conservation District, its agents, and employees ingress, egress, and regress over and upon the lands of the lessee for the purpose of retrieving machinery upon lessee's completion of its use and agrees to hold the Lackawanna County Conservation District harmless from any damage to the lessee's real estate as a result thereof.

- Lessee shall promptly notify the Lackawanna County Conservation District upon completion of use of the spreader. All unused material should be removed and the spreader should be clean and free from excess material, debris, mud, etc.

- The lessee does remise, release, quit-claim, and forever discharge and by these presents for the lessee, their Heirs, Executors, Administrators, Successors, or Assigns.

- Lessee, on behalf of his/her Executors, Administrators, Successors, or Assigns, hereby remise, release, quit-claim and forever discharge the said Lackawanna County Conservation District, their Heirs, Executors, Administrators, Successors, or Assigns, and every of them, of and from all, and all manner of

action and actions, cause and causes of action and actions, suits, debts, dues, duties, sum and sums of money, account, reckonings, bonds, bills, specialties, covenants, contracts, agreements, promises, variances, damages, judgments, extents, executions, claims, and demands, whatsoever, in law or equity, or otherwise howsoever, which against the said lessee ever had, now have, or which Lackawanna County Conservation District, their Heirs, Executors, Administrators, Successors, or Assigns, hereafter can, shall or may have, for, upon, or by reason of any matter, cause or thing whatsoever by reason of rental of the spreader which lessee acknowledges is inherently dangerous.

***This agreement is for the entire 2018 season regardless of the number of times the equipment is delivered to the farm.**

I have read the above policy and agree to abide by the terms and conditions.

Print Name (Lessee)

Sign Name (Lessee)

Print Name (C.D. Staff)

Sign Name (C.D. Staff)

Dated: _____, **2018**