

**Northern Kentucky Cattleman's Association  
Lime & Fertilizer Spreader  
Equipment Lease Agreement  
(Kenton County Residents Only)**

According to this Equipment Lease Agreement made this \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_ between the Northern Kentucky Cattlemen's Association (Kenton County) (hereinafter referred to as "Cattle Association") and \_\_\_\_\_ (hereinafter referred to as "Lessee") agrees to lease the following equipment:

**Lime & Fertilizer Spreader**

It is understood by the Cattle Association and Lessee that the described equipment is made available under the following conditions:

**Conditions – Specific to Lime & Fertilizer Spreader:**

1. Lessee of the Lime & Fertilizer Spreader agrees to attend a mandatory safety orientation with the Lime & Fertilizer Spreader Manager prior to leasing the Lime & Fertilizer Spreader for the first time. Equipment will not be leased to individuals without the safety training. Training must be repeated annually prior to use.
2. Lessee of the Lime & Fertilizer Spreader agrees to use the equipment only for the spreading of lime or fertilizer on land in Kenton County. Lime or fertilizer must be delivered in bulk to the farm and loaded into the spreader on site. **No road transportation of loaded spreader is permitted.**
3. Lessee agrees to utilize at least a 40-horse power tractor with hydraulic hookups to operate the Lime & Fertilizer Spreader. For steep terrain, a larger tractor is highly recommended, along with smaller loads to limit weight.

**General Conditions**

1. Speed limitations must be followed when transporting equipment on the road, not to exceed manufacturer's recommendations displayed on the spreader.
2. All user scheduling shall be made through the Spreader Manager, Earl Eastwood, which shall have access to said equipment at all reasonable times.
3. Lessee agrees that in the case of equipment breakdown or inclement weather conditions, it may be necessary to reschedule use of equipment.
4. Sites considered too steep, too rocky, too wet, too hard/dry or wet with dew or that have other obstructions such as tree limbs, stumps, ravines are not appropriate for equipment use, and Lessee agrees not to utilize equipment in or on said sites.
5. It is agreed that neither the Lessee nor the Cattle Association is in any matter acting as agent or representative of the other.

**Liability:**

1. Lessee agrees to use equipment in a careful manner and assumes responsibility for ALL risks arising from possession and/or use of equipment.

2. Lessee agrees to maintain insurance **sufficient to cover** any loss which could be caused in any manner by use of equipment. Valid proof of insurance or insurance binder required, or a letter from the insurance company confirming coverage. (See attached Lease Agreement).
3. Lessee agrees to protect, indemnify and hold harmless the Northern Kentucky Cattle Association and Spreader Managers 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 Cattle Association and Spreader Managers in writing of any failure, breach, injury or damage.
4. Lessee assumes all liability and responsibility for any and all losses resulting from use or malfunction of leased equipment, including but not limited to loss of product.
5. Lessee assumes all liability and responsibility for loss of, or damage to, equipment while it is subject to this Lease, and **assumes responsibility for the repair/replacement expense.**

**Responsibility:**

1. Lessee agrees to keep the equipment in the same good repair and condition as when leased. Lessee will allow adequate daylight time for inspection at the time of pick up and return. Spreader Manager and Lessee will jointly inspect and agree as to the condition of equipment.
2. Lessee agrees that the equipment will be operated by competent operators that have completed the safety orientation with the Manager for Lime & Fertilizer Spreader.
3. Lessee agrees not to make alterations to or modify the equipment.
4. **Lessee agrees to notify the Spreader Manager immediately if equipment breaks down. Do not attempt to make repairs yourself.**
5. Lessee agrees to grease prior to returning the spreader to Spreader Manager.

**Charges:**

1. Charges for lease of equipment.
2. During inclement weather and times of equipment breakdown, Lessee will not be responsible for paying rates below for time not used. The Cattle Association will determine applicability of weather conditions and/or equipment breakdowns. Lessee must make the Spreader Manager aware of such conditions because it may affect the next Lessee. If the Spreader Manager is not notified, no adjustments will be made.

Charge	Conditions
\$65 per day \$100 per 2 days \$35 for 3 <sup>rd</sup> day \$35 for 4 <sup>th</sup> day	A charge of \$100 will be assessed for every day the equipment is kept beyond the return date and time stated in this agreement. An additional \$75 clean-up fee will be charged if the equipment is not returned in properly cleaned condition. 4 days maximum rental time per agreement.

3. Payment for equipment lease is due at pick up for the days to be used by two checks or money orders, one of which will be for the rental fee and one will be for cleanup fee. The check/money order for the cleanup fee will be returned to Lessee upon return of a clean spreader. Absolutely NO charge, credit card, debit card, or cash payments will be accepted.

**Checks or money orders are to be payable to The Northern Kentucky Cattle Association.** Any adjustment to lease payment will be made upon return.

4. Reservations for the spreader may be made between 9:00 a.m. and 8:00 p.m., local time, by calling the Spreader Manager, Earl Eastwood, at 859 363-0787.
5. Before you call the Spreader Manager to schedule use of the equipment, provide your insurance company with the following information:  
Barron & Brother, International (BBI) Pull type Lime Spreader, Model PSGD,  
S/N P2026 valued at \$15,063.00.
6. The daily rental period begins at 9:00 a.m. and ends at 9:00 a.m. the following day, regardless of the number of days rented.
7. The Spreader Manager has the final discretion of times of pick up and return. When repairs are needed, the Spreader Manager will be responsible for repairs.
8. No frozen or wet fertilizer to be used in the spreader.

## Lease Agreement

**Documentation of insurance:**

Insurance Company: \_\_\_\_\_  
 Policy/Binder Number \_\_\_\_\_

(Date of Letter, if applicable, from Insurance Company) \_\_\_\_\_

Mandatory Safety Orientation with the Manager for Lime & Fertilizer Spreader completed on: \_\_\_\_\_

Date \_\_\_\_\_

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

Address \_\_\_\_\_

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

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

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

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

\_\_\_\_\_  
 Lime & Fertilizer Spreader Manager/Northern Kentucky Cattle Association Representative

# Acres Treated \_\_\_\_\_

Lease Period Amount \_\_\_\_\_  
 (per number days of lease)

Tons of Lime \_\_\_\_\_

Late Return Fee at \$100/day \_\_\_\_\_

Equipment inspected upon checkout and return:

Lessee (initial)

Clean Up Fee at \$75 \_\_\_\_\_

Checkout \_\_\_\_\_ Return \_\_\_\_\_

(Returnable upon Acceptable Final Inspection)

Lime & Fertilizer Spreader Mgr./NKY Cattle Assoc. Rep. (initial)

Checkout \_\_\_\_\_ Return \_\_\_\_\_

Total Amount Collected \_\_\_\_\_

Check/Money Order # \_\_\_\_\_ Date \_\_\_\_\_

Check out:

Date \_\_\_\_\_ Time \_\_\_\_\_

Received by: \_\_\_\_\_

Return by:

Date \_\_\_\_\_ Time \_\_\_\_\_

NOTES:

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