Buffalo Turbine/Carbide Tipped Grader Blade Lease Agreement

This agreement is entered into be and between the Sullivan County Conservation District, hereinafter referred to as "Owner"

| AND | |
|-----|---------------------------------------|
| | , hereinafter referred to as "Lessee" |

WHEREAS, Owner has two pieces of equipment commonly known as Buffalo KB5EFI Debris Blower and Carbide Tipped Grader Blade ("Equipment") which Lessee desires to lease either piece under the terms and conditions as hereinafter set forth.

NOW THEREFORE, which intent to be legally bound, the parties do hereby agree as follows:

- 1. The Lessee may rent one or both pieces of equipment for 3 consecutive days after which the equipment is to be returned to the owner.
- 2. The Lessee agrees that he will use the said equipment in a careful manner, will properly house (cover) the equipment at all times so as to keep it out of adverse weather conditions and the equipment will be operated by operators who are familiar with the equipment and know how to safely and properly operate the same.
- 3. It is expressly understood that no alterations or modifications may be made to the said equipment.
- 4. The Lessee is responsible for an inspection of the equipment upon receipt of the same as well as an inspection of the equipment upon return so as to determine whether or not any damage had occurred while the equipment has been in the possession of the Lessee and Lessee agrees to notify Owner of any such damage.
- 5. The Lessee agrees to indemnify, save and hold harmless the Owner of and from any loss, expense, transport, maintenance, or other activities undertaken in connections with the said equipment regardless of whether the loss, expense, liability, or damage which occurs results in either injury to persons or property.
- 6. The Lessee hereby warrants and represents that he is familiar with the equipment being leased, knows how to competently and carefully operate it, and will be responsible for it at all times during the Lessee's possession of the same.
- 7. The Lessee understands from the moment the said equipment is delivered until it is picked up he is in full control and possession of the equipment and accordingly all damages,

expenses, or loss which may result from the utilization of the equipment shall be the full and sole responsibility of the Lessee.

- 8. The Lessee further agrees to be responsible for nay damage or injury caused to the equipment while the equipment is in the possession of the Lessee excepting normal wear and tear. In the event of any damage or injury to equipment, the Owner is authorized to have the said equipment replaced or repaired (as Owner in its sole discretion deems appropriate) to recover any such expenses or costs for the same from the Lessee. The Lessee agrees to be bound to pay any such expenses or costs.
- 9. The Lessee agrees to return the equipment in reasonably clean condition or as clean as received. In the event the equipment is returned in unsatisfactory condition, Lessee will be assessed a charge.
- 10. The Lessee will not hold the Owner responsible for the success of the seeding of any noxious weeds that may occur.
- 11. This Agreement shall be binding upon the parties hereto, their heirs, successors and assigns.

| IN WITNESS WHEREOF, the parties hereto | |
|--|----------------------|
| day of | , 20 |
| Beginning Reading: | Ending Reading: |
| Total: | |
| Comments (damages if any): | |
| | |
| | |
| (Lessee) | (Lessee's Signature) |
| (Street Address) | |
| (City, State, Zip) | |
| (Phone) | |
| | |
| Sullivan County Conservation District | |
| (Owner) | (Owner Signature) |
| 9219 State Route 487 | |
| (Street Address) | |
| Dushore, PA 18614 | |
| (City, State, Zip) | |

| (570) 928- 7057 | |
|-----------------|--|
| | |

(Phone)