2 TON WET LIME SPREADER

February 2016

General Information

The Greene County Conservation District (GCCD) rents a Stoltzfus 2 ton wet lime spreader. A **minimum** of a **50hp tractor** is required. The lime spreader may be rented for use outside of the county, but preference will be given to GCCD cooperators. Each operator is responsible for pick-up and return of the lime spreader to Frosty Springs Farm on Garards Fort Road. **You will need your own hitch pin. NO INTERSTATE HAULING.**

Please take care of the lime spreader as if it was your own. While the lime spreader is on your farm it must be stored inside or covered. You will be responsible for any negligent misuse and abuse of the machine. Careless use or abuse will prohibit you from using the drill in the future. GCCD staff/Board member and user/operator will inspect the lime spreader before pick-up and after return for general maintenance and damages.

Rental Costs & Information

Tons of Lime	Rate
100 tons or less	$3/ton
100 tons or more	$2.50/ton

******Please be prepared to provide copies of your weigh slips or receipts******

To schedule the lime spreader you must complete a rental request form and return it with a $50 deposit. You **WILL NOT** be placed on the schedule until your deposit has been received. The deposit can be used to towards the rental fee – all or partial. If the lime spreader is returned unclean or damaged, the user may lose all or part of their deposit.

The term of rental is 3 days and 2 nights; after which there will be a $25/day late fee beginning on the 4th day after pick-up. If there is inclement weather, please contact the District promptly.

The payment is due in full 30 days from the time you are finished using the lime spreader. Make checks payable to:

Greene County Conservation District
22 West High Street, Suite 204
Waynesburg, PA 15370

If for any reason your check is returned to the District, you will be charged a $25 returned check fee plus any other charges assessed by the Bank to the District.

Scheduling Information

Please try to schedule the lime spreader as soon as possible. You will not be placed on the schedule until you have completed your rental agreement and submitted your $50 deposit. Scheduling is done on a first come, first serve basis. **We cannot guarantee that the drill will be available on the days that you requested.** We will do our best to meet your scheduling needs.

We will notify you when the drill is ready for pick up and each operator is responsible for pick up and return to the Frost Springs Farm. Due to changes in weather, we will do our best at scheduling you for you chosen dates. If you're not ready, call the District Office. Scheduling could be adjusted to accommodate for the delay.

Lime Spreader Rental Agreement

February 2016

AND NOW, THIS _____ DAY OF _____, 20____

BY AND BETWEEN:

User/Operator: _____

Address: _____

City:_____ State: _____ Zip: _____

Phone: _____ Alt. Phone: _____

Email: _____

AND

THE GREENE COUNTY CONSERVATION DISTRICT, (an agent of the County of Greene), hereinafter "Owner", having an office at 22 West High Street, Suite 204, Waynesburg, PA 15370 (Phone: 724-852-5278).

AND NOW IN CONSIDERATION OF THE FOREGOING, the Parties agree as follows:

DATES OF USE: _____

Approximate Tons to be spread: _____

Truck/Auto Insurance Carrier: _____

Tractor Make, Model, Horsepower: _____

NOTE: Attach copy of PA Driver's license

User acknowledges that the Stoltzfus 2 ton wet lime spreader requires at least a 50 horsepower tractor to operate safely, and as the manufacturer's recommendation, the User will do so.

User accepts the responsibility for all damages caused by negligence or careless use, and misuse of this equipment to include, but not limited to, all repairs and replacement of any non-wear and parts.

Lime Spreader Rental Agreement

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The County of Greene, and/or the Greene County Conservation District, do not accept any responsibility or liability for the use of the Drill by the user. The User, by signing this form, accepts all responsibilities for towing the Drill over public and private roads. The User, or User's insurer, will be solely responsible for damages caused during towing.

USER HEREBY RELEASES, WAIVES, DISCHARGES, AND COVENANTS NOT TO SUE the Owner, or any agents thereof, including their directors, officers, agents, employees, representatives, owners, members, affiliates, land owners, owners, successors and assigns all for the purposes herein referred, FROM ALL LIABILITY TO THE UNDERSIGNED, its personal representatives, assigns FOR ANY AND ALL LOSS OR DAMAGE AND ANY CLAIM OR DEMANDS THEREFOR ON ACCOUNT OF INJURY TO THE PERSON OR PROPERTY OR RESULTING IN DEATH OF THE UNDERSIGNED ARISING OUT OF OR RELEATED TO THE EVENT(S), WHETHER CAUSED BY THE NEGLIGENCE OF THE COUNTY OR OTHERWISE.

USER HEREBY ASSUMES FULL RESPONSIBILTY FOR ANY RISK OF BODILY INJURY, DEATH OR PROPERTY DAMAGE arising out of or related to the equipment.

AGREED:

User Signature: _____ Date: _____

User Name Printed: _____

Witness Signature: _____ Date: _____

Witness Name Printed: _____

Lime Spreader Payment Record

February 2016

User/Operator: _____

Address: _____

City:_____ State: _____ Zip: _____

Phone: _____ Alt. Phone: _____

Date of Pick-up: _____ Date of Return: _____

Payment is due within 30 days of use

If the Lime Spreader is **damaged**, please call **724-852-5278** and document here:

_____

_____

Rates:

Tons of Lime	Rate
100 tons or less	$3/ton
100 tons or more	$2.50/ton

#Tons_____ X rate_____ - $50 deposit = **$_____total amount owed**

# of extra days: _____ (+$25 for each day)
Inclement weather will be assessed in all situations.

Please attach copies of receipts or weigh slips.

Signature: _____ Date: _____

I agree to accept responsibility for the District's Lime Spreader in accordance with the lease agreement.

Signature of Authorized Agent of the Conservation District, the Equipment was returned in satisfactory condition:_____Date: _____

Make checks payable to: **Greene County Conservation District**
22 West High Street, Suite 204
Waynesburg, PA 15370