GRACO FERTILIZER COMPANY

LIME & FERTILIZER SPREAD

EQUIPMENT LEASE AGREEMENT

According to this Equipment Lease Agreement made this\_\_\_\_\_\_ day of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ 20\_\_\_ between Graco Fertilizer Company (hereinafter referred to as Graco) and \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_(hereinafter referred to as “Lessee”), agrees to lease the following equipment:

**LIME AND FERTILIZER SPREADER**

It is understood by Graco 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 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, Thad LeGette, 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 Graco 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 latter from the insurance company confirming coverage. (see attached Lease Agreement).
3. Lessee agrees to protect, indemnify, and hold harmless Graco from and against any and all losses, expenses, or liabilities obligations, damages or costs, including but not limited to attorney’s 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 Graco Fertilizer Company 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 pickup 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 Graco immediately if equipment breaks down. Do not attempt to make repairs yourself.**

**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. Graco will determine applicability of weather conditions and/or equipment breakdowns. Lessee must make Graco aware of such conditions because it many affect the next Lessee. If Graco is not notified, no adjustments will be made.

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| CHARGE | CONDITONS |
| $50 PER DAYSPECIAL WEEKEND RATE1 DAY RENTAL FEE PICKUP ON FRIDAY, RETURN SUNDAY.  | A CHARGE OF $50 WILL BE ASSESSED FOR EVERY DAY THE EQUIPMENT IS KEPT BEYOND THE RETURN DATE AND TIME STATED IN THIS AGREEMENT. NO MATERIALS NOT PURCHASED FROM GRACO FERTILIZER COMPANY MAY BE USED IN THE EQUIPMENT.  |

1. Reservations for the spreader may be made between 8:00 am and 5:00 pm, local time, by calling Graco Fertilizer Company at 229-377-1602.
2. When you contact the Spreader Manager to schedule use of the equipment, you will need to provide Graco with your valid driver’s license and proof of insurance.
3. The daily rental period begins at 9:00 am and ends at 9:00 am the following day, regardless of the number of days rented.
4. Graco has the final discretion of times of pick up and return. When repairs are needed, Graco will be responsible for repairs.