



Schoharie County Soil and Water Conservation District

173 South Grand Street, Suite 3

Cobleskill, NY 12043

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TIRE SIDEWALL REMOVER LEASE AGREEMENT

This Lease Agreement, dated this ____ day of _____ 20__, is by and between _____, residing at _____, (hereinafter called "LESSEE") and the Schoharie County Soil and Water Conservation District with offices at 173 South Grand Street, Cobleskill, NY 12043 (hereinafter called "LESSOR"), LESSEE does hereby agree to lease from LESSOR, a tire sidewall remover (hereinafter called Equipment) for the time period of _____ to _____. In consideration of this lease, the LESSEE does hereby agree to the following terms and conditions:

1. The Lessee will provide a \$100 deposit made out to the Schoharie County Soil and Water conservation district, which will be returned when the equipment is returned in the same condition it was received. Provided the equipment is returned in good condition, the fees for the use of the equipment will first be taken out of the deposit, and the Lessee will be billed for the remainder of the balance due.
2. The LESSEE agrees that the rates provided for in this agreement are based on the amount of time the equipment is used. The cost shall be \$1 per week. In addition, a \$25 per week fee will be charged when return is more than 7 days from initial date leased.
3. The rental period shall begin on and include the date of pickup of the Equipment at 173 South Grand St. Cobleskill by the LESSEE. This period shall end on and include the date of return to the LESSOR at the same address unless an alternate return location is agreed to by both parties in advance.
4. **THE LESSOR OF THE EQUIPMENT HEREIN LEASED MAKES NO REPRESENTATIONS OR WARRANTIES, EXPRESSED OR IMPLIED (INCLUDING THE IMPLIED WARRANTY OF MERCHANTABILITY AND FITNESS).** It is the LESSEE's obligation to determine if the Equipment and the use of the Equipment comply with any laws, rules, specifications or contracts, which provide for special machinery, apparatus or special methods.
5. LESSOR Shall use reasonable care to see that the Equipment is in proper working condition before delivery to LESSEE. If LESSEE so requests, the Equipment will be operated in the LESSEE's presence at the time of delivery. LESSEE shall note and make known to the LESSOR at the time of delivery or demonstration any damage or other problems with the Equipment.
6. LESSEE agrees to care for the Equipment properly, to use it within its rated capacity, to restrict its use to LESSEE'S AUTHORIZED PERSONNEL and to prohibit anyone other than the LESSOR's AUTHORIZED PERSONNEL to repair, modify or adjust the Equipment, and to notify LESSOR immediately of accidents, disabilities, failures or like information concerning the Equipment. LESSEE further agrees to pay for all damage to the Equipment resulting from causes from other than normal

wear and tear, upon receipt of invoice therefore from LESSOR for LESSOR'S cost and expense of repair. LESSEE shall take care of normal needs of the Equipment and shall be responsible for all electrical charges connected to its operation. LESSOR will service and maintain the Equipment in proper working condition.

- 7. In the event the Equipment becomes inoperable for reasons other than accident, improper use or failure of LESSEE to comply with its obligations hereunder, no rental shall be charged for the period of time between actual notice to LESSOR of the inoperable condition of the Equipment and the time when it is returned to service. LESSOR shall not be obligated to furnish substitute Equipment, nor shall it be liable for down time or special or consequential damages of any nature whatsoever.
- 8. **LESSEE ASSUMES ALL RISK AND LIABILITY** for and agrees to indemnify, save and hold LESSOR harmless for all claims, liens, all losses or damages to the Equipment and all loss, damage, claims, penalties, liability and expenses including attorneys fees howsoever arising or incurred because of the Equipment or the storage, use or operation thereof.
- 9. This is an Agreement of rental only and nothing herein conveys to LESSEE any right, title or interest in or to any of the Equipment except as LESSEE.

IN WITNESS WHEREOF, the parties hereto have signed this Agreement on the date first set forth above.

LESSEE

LESSOR