

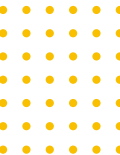
EQUIPMENT RENTAL AGREEMENT (LEASE)

THIS AGREEMENT, made the _____ day of _____, 20____, by and between _____, hereafter called the Lessee, and _____ Conservation District, hereafter called the Lessor. Lessee and Lessor, for the consideration hereafter named, agree as follows:

Under the General Conditions of Lease attached to this sheet, Lessor hereby leases to Lessee all equipment named and identified in the following "List of Equipment," for use at such location and at such rental rate for approximately such time as is therein stated. Lessor shall furnish such equipment, F.O.B., in operative condition.

LIST OF EQUIPMENT

Description of Equipment	Location of Equipment Use	Duration of Equipment Use	Lessor Identification Number	Rental Rate Per Article	Rental Rate Unit (daily,monthly)



Lessor and Lessee, for themselves, their successors, executors, administrators and assigns, agree to the full performance of the covenants herein contained.

IN WITNESS WHEREOF, they have executed this Agreement the day and year first above written:

_____, Conservation District,
Lessor

By: _____

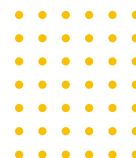
_____, Lessee

By: _____

GENERAL CONDITIONS OF EQUIPMENT RENTAL AGREEMENT (LEASE)

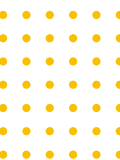
The conditions of lease here below stated, together with the Agreement set forth on the reverse side of this sheet, constitute a contract between the parties therein named which contract is hereafter referred to as "this Agreement".

RENTAL PERIOD. The Rental period shall cover all time consumed in transporting the equipment, including the date of legal delivery to a public carrier for transit to Lessee and upon return of the equipment, the date of legal delivery by such carrier to Lessor, or if no public carrier is used, shall include the date upon which transit to Lessee begins and the date upon which transit from Lessee ends at Lessor's unloading point.



RENTAL CHARGES. Lessee shall pay rental for the entire Rental Period on each article of equipment named in the List of Equipment, at the rate therein stipulated and in accordance with the following:

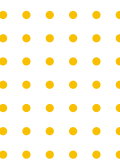
- i. Monthly Rental Rates shall not be subject to any deductions on account of any non-working time in the month. The amount of rent payable for any fraction of a month at the beginning or end of the Rental Period shall be the monthly rental rate, prorated according to the number of calendar days in such fraction.
- ii. Daily Rental Rates shall not be subject to deductions for any non-working time in the day and shall be paid for each calendar day in the month except Sundays and legal holidays upon which the equipment is not operated. Daily and monthly rental rates stipulated in the List of Equipment contemplate an operating day of a regular single shift of eight (8) hours, and for each hour over such eight (8) hours that the equipment is operated these rates shall be increased six (6) percent of the daily rate throughout such period as the equipment is so operated.
- iii. Unit of Work Rates shall be paid for each unit of work in which the equipment participates, and the amount of rental shall, unless otherwise agreed in writing be determined by the number of units shown in the supervising engineer's or architect's estimates.



PAYMENT. The rent for any and every item of equipment described in the List of Equipment shall be the amount therein designated and is payable in advance on the first day of each month. Lessee shall pay Lessor interest at twelve percent (12%) or the highest lawful rate, whichever is greater, on any delinquent payment from the date when such payment was due until paid and on any other sum for breach of this Agreement, from the date of the breach, and expenses of collection or suit, including actual attorneys' fees.

OPERATORS. Unless otherwise mutually agreed in writing, Lessee shall supply and pay all operators on the equipment during the Rental Period. All operators shall be competent. Should Lessor furnish any operators or other workmen for the equipment, they shall be employees of Lessee during the Rental Period, and Lessee shall pay them salary or wages and all other applicable costs. Lessee shall provide and pay for all workmen's compensation insurance and pay all payroll taxes required by law and applying to such operators and workman.

RISK OF LOSS. Lessor shall not be responsible for loss or damage to property, material, or equipment belonging to Lessee, its agents, employees, suppliers, or anyone directly or indirectly employed by Lessee while said material property, or equipment is in Lessor's care, custody, control or under Lessor's physical control. Lessee is encouraged to obtain appropriate equipment, material, or installation floater insurance against such risk of loss. Lessee and its insurers waive all rights of subrogation against Lessor for such losses.



NO SUBLETTING ASSIGNMENT. No equipment shall be sublet by Lessee, nor shall he assign or transfer any interest in this Agreement without written consent of Lessor. Lessor may assign this Agreement without notice. Subject to the foregoing, this Agreement inures to the benefit of, and is binding upon, the heirs, successors, and assigns of the parties hereto.

REMEDIES CUMULATIVE: NO WAIVER; SEVERABILITY. All remedies of Lessor hereunder are cumulative and may, to the extent permitted by law, be exercised concurrently or separately, and the exercise of any one remedy shall not be deemed to be an election of such remedy or to preclude the exercise of any other remedy. No failure on the part of the Lessor to exercise and no delay in exercising, any right or remedy, hereby shall operate as a waiver thereof; nor shall any single or partial exercise by Lessor of any right or remedy hereunder preclude any other or further exercise thereof or the exercise of any other right or remedy. If any term or provision of this lease is found invalid, it shall not affect the validity and enforcement of all remaining terms and provisions of this lease.

EXPENSES. Lessee shall pay Lessor all costs and expenses, including attorneys' fees, incurred by Lessor in exercising any of its rights or remedies hereunder or enforcing any of the terms, conditions, or provisions hereof.

ENTIRE AGREEMENT. This instrument constitutes the entire agreement between Lessor and Lessee; and it shall not be amended, altered or changed except by a written agreement signed by the parties hereto.