



625 E Madison Avenue, Suite 1
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SC Ranch Worx Aerator Lease Agreement (8' X 36" SC)

Terms of Lease

Lease Period: This lease begins on _____ (date) and ends on _____ (date). If additional time is needed, the Producer must contact the District immediately to determine whether the aerator is available for an extension. Check-out and check-in shall be between 8:00 AM and 5:00 PM on weekdays unless otherwise agreed upon.

Transportation: The District will transport the Aerator to and from the Producer's premises unless otherwise approved by the District for the Producer to transport. The Producer must provide a **tractor with at least 80 horsepower** to operate the Aerator.

Restrictions: The Ranch Worx Aerator **shall not be sublet** or transferred without written consent from the District. The Aerator **must remain within LWRCD boundary**.

Lease Pricing

- **In-District Rate:** \$150 per day
- **Deposit:** \$150 due at or before delivery.
- **Final bill:** The producer will receive an invoice and pay for the use of the Aerator after the use is complete, along with sales tax, minus the \$ 150 deposit.
- **Cleaning Fee:** \$100.00 if the Aerator is not properly cleaned. The exterior may be pressure-washed. District personnel will inspect the Aerator to determine if the cleaning fee applies.

Producer Responsibilities

Pre & Post-Use Inspection: The Producer and District personnel will review and initial the attached Equipment Checklist before and after use.

Liability: The Producer is responsible for any **loss, theft, damage, or destruction** of the Aerator from the time it is checked out until it is checked back in with the District.

Proper Use: The Aerator must be used responsibly on appropriate fields and adjusted for rough conditions. After use, the Producer will make sure the Aerator is in the same or better condition than it was when received. Normal wear from responsible use is expected.

The Producer will refer to the operator's manual for maximum Aerator speed. Lubrication requirements are listed in the *Ranch Worx Aerator Operator's Manual*. The District reserves the right to charge the Producer for any equipment returned damaged, uncleaned, or without proper maintenance.

1. **Cylinder Locks:** Place cylinder locks on the hydraulic cylinder before transporting.
2. **Drain:** Ensure the drum has been drained before LWRCD staff schedules pickup
3. **Roadway Travel:**
 - **Flashing hazard lights must be used at all times.**
 - **Maintain a speed of 20 MPH or less.**
4. **At the Field:**
 - **Remove the cylinder lock and store in the proper position.**

Notification

The Producer must **immediately notify** the **Lower Wind River Conservation District at (307) 463-0636** if the Aerator requires maintenance or repairs.

Disclaimer of Warranty

The District provides **no express or implied warranties**, including equipment condition or fitness for a specific purpose. Equipment defects or unfitness **do not relieve** the Producer of rental payment obligations.

Indemnity

The Producer shall defend, indemnify, and hold harmless the District, including its officers, employees, board members, and agents, from any and all claims, actions, suits, proceedings, court awards, costs, expenses, damages, and liabilities—including attorney fees—arising from or related to the equipment or its lease. This includes, but is not limited to, the equipment's manufacture, selection, delivery, leasing, renting, control, possession, use, operation, maintenance, or return. Additionally, the Producer shall indemnify and hold harmless the District, its officers, employees, board members, and agents from any loss or damage to the equipment during the rental period. This indemnity clause also extends to all liability for injury, disability, or death of workers and other individuals resulting from the operation, use, control, handling, or transportation of the equipment during the rental period.

Insurance

The Producer shall maintain insurance for the full replacement value of the equipment, \$40,000.00, and for any liability arising from the Producer's use and rental of the Aerator. The Producer shall provide proof of insurance covering the rental of the Aerator before receiving the Aerator.

Insurance Company Name: _____

Address: _____

Policy Number: _____

Certification

As the Producer, my signature below certifies that I have read and understand the Aerator Operator's Manual and safety placards, including all operational, maintenance, and safety requirements. I agree to adhere to those requirements and all terms and conditions of this agreement and understand that all sections of this contract are legal and binding.

Producer's signature: _____ Date: _____

Printed Name: _____ Cell Phone: _____

Email: _____ Mailing Address: _____

Tax Exempt # : _____

Aerator Equipment Checklist

	Check out			Check in	
Items to be checked:	District	Producer		District	Producer
Frame					
Hitch					
Safety Chains					
Tires					
Wheel Bearings					
Blades					
Axels					
Safety Decals					
Grease Points					
Overall Condition					

[illegible]

Aerator Calculation of Rental Charges

\$ 150 per day (In-District)	\$150 X _____ Day	\$ _____
\$ Deposit Received		\$ _____
5% sales tax on the total cost (2026)		\$ _____
Cleaning Deposit (if returned dirty)		\$ _____
Damages (if applicable)		\$ _____
Total due		\$ _____