

**CONTRACT FOR LEASE OF NON TITLED EQUIPMENT**

**Lessor: Chuck Henry Sales, Inc.**

**525 N Poplar  
Solomon Ks 67480  
785-655-9430 785-655-9460 FX**

**Lessor: Chuck Henry Sales, Inc.**

**3585A N Williams Road  
Garden City, Ks 67846  
620-277-2367 620-277-2397 FX**

Caller Name: \_\_\_\_\_  
Date Called: \_\_\_\_\_  
Lessee Name: \_\_\_\_\_  
Address: \_\_\_\_\_  
E-mail Address: \_\_\_\_\_

Physical Location of Unit: \_\_\_\_\_  
Contact: \_\_\_\_\_  
Phone: \_\_\_\_/\_\_\_\_/\_\_\_\_  
Cell: \_\_\_\_/\_\_\_\_/\_\_\_\_

**Accounts Payable Information**

Contact Name: \_\_\_\_\_  
Phone: Work: \_\_\_\_/\_\_\_\_/\_\_\_\_ Cell: \_\_\_\_/\_\_\_\_/\_\_\_\_  
Fax: \_\_\_\_/\_\_\_\_/\_\_\_\_

SS# / EIN: \_\_\_\_\_  
DL# for Principle User: \_\_\_\_\_ State: \_\_\_\_\_  
Insurance Co. Name: \_\_\_\_\_  
Insurance Contact #: \_\_\_\_\_

**TYPE OF LEASE** Day Week Month

Length of Lease \_\_\_\_\_ Rate \$ \_\_\_\_\_

1st month Rent \$ \_\_\_\_\_

Delivery Freight \$ \_\_\_\_\_

Freight Pickup \$ \_\_\_\_\_

Sales Tax \$ \_\_\_\_\_ **AG/ICC EXEMPT**

Deposit: \$500.00 or Ins. deductible whichever is greater

Deposit \$ \_\_\_\_\_ Received Yes / No

1st Month Total Due \$ \_\_\_\_\_

**DUE ON OR BEFORE PICKUP OF UNIT**

County or City Code \_\_\_\_\_ Rate \_\_\_\_\_ %

Salesman \_\_\_\_\_

2<sup>nd</sup> month Rent \$ \_\_\_\_\_

Tax \$ \_\_\_\_\_ **AG/ICC EXEMPT**

2<sup>nd</sup> Month Total Due \_\_\_\_\_

**DUE DATE** \_\_\_\_/\_\_\_\_/\_\_\_\_

3<sup>rd</sup> month Rent \$ \_\_\_\_\_

Tax \$ \_\_\_\_\_ **AG/ICC EXEMPT**

3<sup>rd</sup> Month Total Due \_\_\_\_\_

**DUE DATE** \_\_\_\_/\_\_\_\_/\_\_\_\_

**DESCRIPTION OF EQUIPMENT TO BE LEASED:**

UNIT #: \_\_\_\_\_ YEAR \_\_\_\_\_ MFG. \_\_\_\_\_

TYPE: \_\_\_\_\_ MODEL#: \_\_\_\_\_

SERIAL#: \_\_\_\_\_

INSURANCE EQUIPMENT VALUE: \_\_\_\_\_

Start Date of Lease: \_\_\_\_/\_\_\_\_/\_\_\_\_ End Date of Lease: \_\_\_\_/\_\_\_\_/\_\_\_\_  
Start Date of Lease: \_\_\_\_/\_\_\_\_/\_\_\_\_ End Date of Lease: \_\_\_\_/\_\_\_\_/\_\_\_\_

# CONTRACT FOR LEASE OF NON TITLED EQUIPMENT

## TERMS OF LEASE:

No Equipment will be reserved for anyone until this lease is completed & funds are received.

If Lessee fails to pay rent in a timely matter, you will be charged an annual 18% interest or a minimum of \$5.00 per month late fee.

Any trailers leased for less than a 3 month period are subject to sale without notice to Lessor.

All Leases will require a deposit based on Insurance deductible and mileage from Lessor's location to Lessee location, which will be refunded within 1 month after the equipment is returned at the end of the lease term and our shop has reported equipment as being in the same condition as when lease began (ordinary wear and tear is excepted). **The deposit cannot be applied to rent.**

All Leases will require AT LEAST one advance rent payment. **Lessee will remain at least one payment in advance**, with payments on weekly rentals due one week in advance and payments on monthly rentals due one month in advance. **If Lessee fails to pay rent in advance, Lessor will pick up the equipment at Lessee's expense and forfeit their deposit.** There will be no exceptions. If you feel you may be too busy to send check during use, pay in full now.

Equipment shall be clean when returned or a **\$75.00 fee** will be deducted from deposit.

If Lessee returns equipment before the end of the agreed lease terms, and has not paid Lessor in full, **Lessee will forfeit deposit and remain responsible for all rent due throughout the remainder of the lease term, which shall become immediately due and payable.**

Lessee will be responsible for any damages not noted in advance of the lease.

Lessee realizes that tree branch scratches and stop sign scratches are the most common type of damage on Rental Grain Trailers. I also understand that I am responsible for the repair bills or the trailer depreciation caused by damage.

Lessee will be responsible for excessive rock chips on undercoating; Lessee should always have mud flaps on truck.

Lessee shall have all repairs made at a shop approved by the Lessor and manufacturing company, so that any and all remaining warranties remain in effect.

Lessee will carry FULL COVERAGE insurance that states Lessor as the loss payee. Proof of insurance with unit serial number will be provided to Lessor and remain in effect until equipment is returned and a release is signed by Lessor. Any damages to product hauled/stored in leased equipment will not be Lessor responsibility.

Lessee is responsible for return of equipment in the same condition as described in this contract, ordinary wear and tear excepted, to Lessor, at the location initially rented from, during regular business hours. Any and all cost incurred by Lessor to recover said equipment will be charged to the lessee.

Lessor may terminate this lease at any time and Lessee shall be responsible for return of the equipment to Lessor upon termination.

Equipment cannot be subleased from Lessee.

Sales Tax – All orders picked up or shipped within Kansas boundaries are subject to Kansas sales tax. For orders shipped to other states, the tax applicable to that state may apply. If you are exempt, either a signed agricultural exemption or resale exemption certificate must be sent to Lessor. All applicable taxes will be charged if your signed certificate is not in our files.

Prices – The Lessor feels that we are more than competitive in our prices. We reserve the right to make changes in design, material, specification, or price without notice or liability thereof. Prices are subject to change without notice and will be processed accordingly to the prices in effect at the date of shipment unless notified otherwise.

Abandonment – If the equipment is not returned to the property owned by Lessor, within five (5) days from breach of contract, unless other arrangements are made in writing signed by both parties, said equipment shall be deemed abandoned by

## **CONTRACT FOR LEASE OF NON TITLED EQUIPMENT**

the Lessee. With said abandonment, said equipment and any attachment there to, shall become the property of Lessor, free and clear of any claim by the Lessee. In addition, it is specifically acknowledged that Lessor would incur certain storage fees and/or other losses due to the items being on the premises owned by Lessor. It is further acknowledged that the actual determination of the amount of loss is difficult to determine and said products or goods would be retained by Lessor as liquidated damages and not as a penalty. Finally, the Lessee expressly waives any claim to any items stored within said equipment being rented under this lease.

If Lessor determines that it must recover the equipment from a location not owned by Lessor, Lessee irrevocably agrees that Lessor shall have the right to go onto said property and hook onto the equipment and remove it. If the equipment is attached to a truck or any other object, Lessor will have the right to have a tow truck or its truck attach and remove any attached vehicle or equipment to retrieve the Lessor's equipment without notice to the Lessee.

In the event of non-payment or other breach of any of the Terms and Conditions of this agreement or the results of any other litigation in any way to this lease, Lessee agrees to pay any and all collection costs, including but not limited to attorney's fees, interest, late charges, court costs, and expenses of Lessor.

This Agreement shall solely and only be interpreted under the laws of the state of Kansas. Any litigation involving this agreement shall be resolved solely in the District Court of Dickinson County, Kansas or the related federal District Court for the District of Kansas. All matters involving this agreement shall be governed by Kansas law.

Except for the representations and warranties contained in the Agreement, Lessor does not make any other express or implied written or oral, representations or warranties with respect to the products or goods leased hereunder.

No prior oral or written statements made or alleged to be made to the Lessee may be relied upon by said Lessee as it is specifically understood that all terms and conditions are contained in this written document and that Lessee may not rely upon any prior written or oral statements made.

Location of Vehicle, Unless otherwise noted on the Lease, Lessee will garage the equipment at the Lessee's address as listed herein and, other than for operating the equipment, Lessee shall not remove the equipment therefrom unless Lessee gives Lessor written notice of such removal and the new location where the equipment will be garaged at least 14 days prior to removal.

Lessor shall have the express right (without prior demand or notice and without hereby waiving or prejudicing any other rights, powers or remedies under this Lease) to enter any premises under the control of Lessee, without any obligation to pay rent to Lessee, by Lessor's own means through self-help and without judicial process, breaking locks where necessary but without breaching the peace, or with legal process, in which case Lessee agrees not to resist or interfere, and render the equipment unusable without permanently diminishing its value and/or to take possession of the equipment.

The Lessor shall not by any act of delay, commission, failure to act or otherwise be deemed to have waived any right, power, privilege or remedy hereunder, and no waiver whatever shall be valid unless in writing signed by Lessor, and then only to the extent therein set forth, nor shall any single or partial exercise of any right, power, privilege or remedy hereunder preclude any further exercise thereof, or the exercise of any other right, power, privilege or remedy.

### **TERMS AND CONDITIONS**

# CONTRACT FOR LEASE OF NON TITLED EQUIPMENT

Lessor does not provide any express warranty for the products or goods sold or rented. Any and all products and services sold or rented may be subject to a manufacturer's warranty only. In no event shall Lessor assume any responsibility regarding the manufacturer's warranty procedures and coverage. Lessor does not assume responsibility or liability for the use or misuse of any and all products based on manufacturer's operational specifications. Defective merchandise will be handled in accordance with the manufacturer's warranty program to either repair or replace items considered for warranty. All freight charges incurred for warranty items are Customer's responsibility. In the event of non-payment or other breach of any of the Terms and Conditions of this agreement, Customer agrees to pay any and all collection costs, including but not limited to attorney's fees, interest, late charges, court costs, and expenses for collection entities, of Lessor.

## DISCLAIMER OF WARRANTY

Lessor hereby disclaims to the extent that they can be disclaimed by law, any and all warranties whether express or implied, including but not limited to implied warranties of merchantability and fitness for purpose. Lessee should rely upon warranties from the manufacturer of the product, and the manufacturer of this product is not Lessor. Lessor makes no express or implied warranties with regard to this product, except to the extent any said implied warranties are not disclaimable by Lessor. Further, Lessor disclaims and excludes, to the extent disclaimable by law, any consequential or incidental damages due to any losses, damages, injuries, or other claims arising from this product. Lessor does not provide any express warranty for the equipment rented. Any and all equipment may be subject to a manufacturer's warranty only. In no event shall Lessor assume any responsibility regarding the manufacturer's warranty procedures and coverage. Lessor does not assume responsibility or liability for the use or misuse of any and all equipment based on manufacturer's operational specifications. Defective equipment will be handled in accordance with the manufacturer's warranty program to either repair or replace items considered for warranty. All freight charges incurred for warranty items are Lessee's responsibility.

**LESSEE ACKNOWLEDGES READING ALL OF THE ABOVE PARAGRAPHS!!**

LESSEE SIGNATURE: \_\_\_\_\_ DATE: \_\_\_\_/\_\_\_\_/\_\_\_\_

**Customer's Signature acknowledges acceptance of all terms and conditions set forth on page 2, 3 & 4 of this contract.**

ACCEPTED BY: \_\_\_\_\_

# CONTRACT FOR LEASE OF NON TITLED EQUIPMENT

1<sup>st</sup> Reference

Name: \_\_\_\_\_

Address: \_\_\_\_\_

\_\_\_\_\_

Phone \_\_\_\_/\_\_\_\_/\_\_\_\_

2<sup>nd</sup> Reference

Name: \_\_\_\_\_

Address: \_\_\_\_\_

\_\_\_\_\_

Phone \_\_\_\_/\_\_\_\_/\_\_\_\_

3<sup>rd</sup> Reference




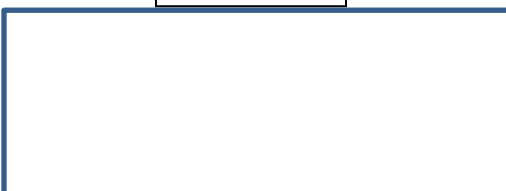
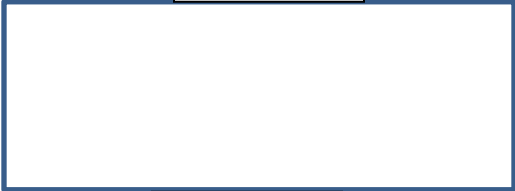

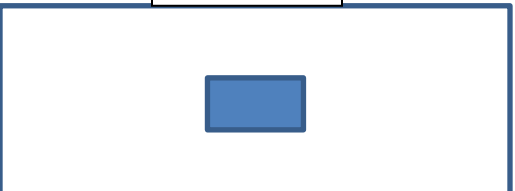
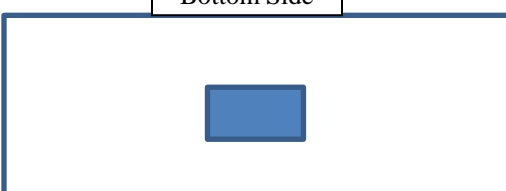




Name: \_\_\_\_\_

Address: \_\_\_\_\_

\_\_\_\_\_

Phone \_\_\_\_/\_\_\_\_/\_\_\_\_

# CONTRACT FOR LEASE OF NON TITLED EQUIPMENT

Condition at time of Pickup	Condition at time of Return
Left Side	Left Side
	
Right Side	Right Side
	
Top Side	Top Side
	
Bottom Side	Bottom Side
	
Front	Front
	
Rear	Rear
	

**EQUIPMENT LEASED TO:** \_\_\_\_\_

**UNIT #:** \_\_\_\_\_

**We agree that there are no damages to this unit other than what is noted above.**

(PU) Lessee Initial: \_\_\_\_\_

(Return) Lessee Initial: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_

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**Walk Around Inspection  
WITH CUSTOMER AT TIME OF PICKUP & RETURN**

EQUIPMENT LEASED TO: \_\_\_\_\_

UNIT #: \_\_\_\_\_

License Plate#: \_\_\_\_\_

YEAR \_\_\_\_ . MFG. \_\_\_\_ . TYPE \_\_\_\_\_ .

MODEL# \_\_\_\_\_ SERIAL# \_\_\_\_\_ .

**PICKUP**

**RETURN**

**Tarp & Tarp Bows Condition**

**Tarp & Tarp Bows Condition**

\_\_\_\_\_

\_\_\_\_\_

Tire % \_\_\_\_\_ Tire Size \_\_\_\_\_

Tire % \_\_\_\_\_ Tire Size \_\_\_\_\_

**Caps Yes/NO**

**Caps Yes/NO**

**Matching set YES / NO If no explain below**

**Matching set YES / NO If no explain below**

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

PLEASE NOTE ANY DAMAGES TO EQUIPMENT WHEN PICKED UP

PLEASE NOTE ANY DAMAGES TO EQUIPMENT WHEN RETURNED

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

**We agree that there are no damages to this unit other than what is noted above.**

**We swear that there are no other damages to this unit other than what is noted above. If damage other than what is noted is found then it will become the responsibility of the Lessee.**

Lessee Signature: \_\_\_\_\_

Lessee Signature: \_\_\_\_\_

Lessee hand print: \_\_\_\_\_

Lessee hand print: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_

Lessor Signature: \_\_\_\_\_

Lessor Signature: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_

**Keep deposit for Wheat or Fall ? (circle one)  
YES or NO (circle one)**

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**Full Coverage Insurance Request  
For Rental Unit**

Customer \_\_\_\_\_

Requirements: **No More** than \$500 Deductible  
**No Less** than \$1,000,000 Liability  
**No Less** than 15 day Notice before Cancellation

Loss Payee & Additional Insured  
**Chuck Henry Sales, Inc.**  
**525 N. Poplar St.**  
**Solomon, Ks. 67480**

Equipment Info:  
**Type:** \_\_\_\_\_  
**Year:** \_\_\_\_\_  
**Make:** \_\_\_\_\_  
**Model:** \_\_\_\_\_  
**VIN:** \_\_\_\_\_  
**CHS Unit #:** \_\_\_\_\_  
**New Value:** \_\_\_\_\_  
**Required Coverage:** \_\_\_\_\_

FAX To: Chuck Henry Sales, Inc.  
Fax: 785-655-9460 and 620-277-2397



KANSAS DEPARTMENT OF REVENUE  
**AGRICULTURAL EXEMPTION CERTIFICATE**

The undersigned purchaser certifies that the tangible personal property or service purchased from:

Seller: \_\_\_\_\_  
Business Name

Address: \_\_\_\_\_  
Street, RR, or P. O. Box City State Zip + 4

is exempt from Kansas sales and compensating use tax for the following reason (check one box):

- Ingredient or component part       Consumed in production       Propane for agricultural use
- The property purchased is farm or aquaculture machinery or equipment, repair or replacement parts, or labor services on farm or aquaculture machinery or equipment which will be used exclusively in farming, ranching, or aquaculture.
- Seeds and tree seedlings; fertilizers, insecticides, herbicides, germicides, pesticides, fungicides; and services, purchased and used for the purpose of producing plants in order to prevent soil erosion on land devoted to agricultural use.

**Description of tangible personal property or services purchased:** \_\_\_\_\_

The undersigned understands and agrees that if the tangible personal property or services are used other than as stated above or for any other purpose that is not exempt from sales or compensating tax, the undersigned purchaser becomes liable for the tax.

Purchaser: \_\_\_\_\_  
Business Name

Address: \_\_\_\_\_  
Street, RR, or P. O. Box City State Zip + 4

Authorized Signature: \_\_\_\_\_ Date: \_\_\_\_\_

**THIS CERTIFICATE MUST BE COMPLETED IN ITS ENTIRETY.**

**WHO MAY USE THIS CERTIFICATE?** Farmers, ranchers, feedlots, fisheries, grass farms, nurseries, Christmas tree farms, custom cutters, crop dusters, and others engaged in farming, ranching, aquaculture, or farm and ranch work for hire are entitled to this exemption.

**WHAT PURCHASES ARE EXEMPT?** This certificate contains five separate exemptions. Examples of items or uses that are exempt, and those that are taxable are given for each exemption. In addition to meeting the definition for an "ingredient or component part" or the "consumed in production" exemption, items purchased with this certificate must be used exclusively in agriculture or aquaculture to produce a product for resale — food, fiber, fur, or offspring for such purposes.

**RETAINING THIS CERTIFICATE:** Sellers should retain a completed copy of this certificate in their records for at least three years from the date of sale. A seller is relieved of liability for the tax if it obtains a completed exemption certificate from a purchaser with which the seller has a recurring business relationship. A certificate need not be renewed or updated when there is a recurring business relationship between the buyer and seller. A recurring business relationship exists when a period of no more than 12 months elapses between sales transactions.

**INGREDIENT OR COMPONENT PART:** EXEMPT: Wheat, corn, milo, soybean, and sunflower seed used to produce these crops; feed for beef or dairy cattle, sheep and hogs, ground grain for chickens in a poultry or egg-laying operation; food for aquatic plants and animals (fish); baler twine, baler wire and bale wrap used on hay that will be resold or used in the farmer or rancher's own livestock production operation. TAXABLE: Bedding plants and seeds for a home garden; or food for pets and pleasure animals.

**CONSUMED IN PRODUCTION:** EXEMPT: Insecticides, herbicides, fungicides, fumigants, germicides, pesticides, and other such chemicals used on growing agricultural crops for resale or used in the processing or storage of fruit, vegetables, feeds, seeds, and grains; antibiotics, biologicals, pharmaceuticals, vitamins, minerals, and like products which are fed, injected, or otherwise applied to livestock for resale; off-road diesel fuel, oil, and oil additives consumed by farm tractors and combines; LP gas for agricultural use. TAXABLE: Insecticides and the like purchased for use in a home garden; antibiotics, vitamins, etc. purchased for pets or pleasure animals; fuels, oils, for cars, trucks, and ATVs.

**PROPANE FOR AGRICULTURAL USE:** EXEMPT: Propane used to operate farm machinery. TAXABLE: Propane for non-agricultural use, including for barbecue grills, campers, RV equipment and vehicles licensed to operate on public highways.

**FARM OR AQUACULTURE MACHINERY AND EQUIPMENT:** To qualify, the machinery or equipment must be used **ONLY** in farming, ranching, the operation of the feedlot or nursery, farm or ranch work for hire, or aquaculture. The exemption applies to the rental or purchase of farm or aquaculture machinery and equipment, as well as the parts and labor purchased to repair or maintain the farm or aquaculture machinery and equipment. EXEMPT: Combines, discs, farm tractors, harrows, hay balers, irrigation and milking equipment, planters, plows, tillers, and work-site utility vehicles (see NOTICE 06-02). TAXABLE: Air compressors and tanks, all terrain vehicles (ATVs), automobiles and trucks, barn ventilators, building and electrical materials, bulldozers, fencing materials and tools, garden hoses, grain bins, hand tools, lawnmowers, silos, water and gas wells, welding equipment, and any equipment that becomes a part of a building, facility, or land improvement.

**SEEDS AND TREE SEEDLINGS:** All components of a shelter belt or wind break planted on **agricultural land** are exempt from sales tax. This includes the trees, fertilizers, pest control chemicals, moisture/weed barrier and staples, and above ground irrigation equipment. Furthermore, all services related to the planting or caring of the trees planted on **agricultural land** are exempt from sales tax.

**Note:** See Publication KS-1550, Kansas Sales & Use Tax for the Agricultural Industry, at [www.ksrevenue.org](http://www.ksrevenue.org) for additional information.