



CHESHIRE COUNTY
CONSERVATION DISTRICT



ESCH 7' NO-TILL DRILL RENTAL AGREEMENT

PROMOTING RESPONSIBLE MANAGEMENT OF SOIL, WATER AND WILDLIFE

Lessee

Name: _____

Address: _____

Telephone Number: _____

Email: _____

Lessor

Name: **Cheshire County Conservation District**

Address: **11 Industrial Park Dr. Walpole NH 03608**

Telephone Number: **401-578-1608**

Email: amanda@cheshireconservation.org

Contact: **Amanda Littleton**

Date: _____ **Rental Term** Begins on : _____ and Ends on: _____ **Acres of Use Intended:** _____

Equipment will be used at: (County) _____ (City) _____ (State) _____

Equipment : Model: Esch 5607 No-till Drill **Size:** width 6'10" working width, 9' 4" travel width, 4,500 lbs **Serial #:** 231324

Value: \$27,500

Requirements: No less than 60HP Tractor with Hydraulics on level ground, 80HP tractor on hillsides, Towing– straight drawbar pin

Rental Rate: \$15/acre for first 10ac, \$10/acre after that

Minimum Charge: \$125/use **Late Fee:** \$100/day

Cleaning Fee: Lessee is responsible for returning the no-till drill in the same condition as it was when picked up, seed boxes and tubes must be cleaned and emptied and fittings must be greased after each use. A fee of \$200 will be charged if not returned in clean condition.

Payment shall be due upon signing the rental agreement. **No Fertilizer** is allowed in the machine.

Required Communication: Take a picture of the acreage meter before use and after use. These two photos should be texted to 401-578-1608 or emailed to info@cheshireconservation.org at the close of your rental.

Transportation: Towing is allowed if within 40 miles of CCCD Walpole Office at a **speed not to exceed 35 mph** with 3/4 ton or vehicle equipped with a double tongue hitch. Lessee is responsible for any damage to their own vehicle or the implement itself during transport.

Above rates do not include the cost of transportation or the fee to load. The lessee is responsible for arranging transportation of the seed drill to and from the Cheshire County Farm, Westmoreland NH.

The above-named Lessor hereby leases to the above-named Lessee the equipment listed herein ("Equipment") for the term and with the rental payments set out above. Rental payments shall be made to Lessor at the address shown above. Lessee will pay the cost of transporting the Equipment from Lessor's place of business and returning it thereto. Such transportation shall take place during the term hereof.

Lessee shall indemnify Lessor against all loss or damage to the Equipment while it is out of Lessor's possession. Damage to the Equipment, other than a total loss, shall not abate or excuse the making of prescribed rental payments. The CCCD reserves the right to refuse rentals.

Lessee agrees to use and care for the Equipment in a careful and prudent manner, to pay all operation and maintenance expenses while the Equipment is out of the possession of the Lessor, and to make, at his/her expense, any and all repairs. The Equipment shall be returned to Lessor in as good condition as received, reasonable wear and tear excepted. If, upon its return to Lessor, the Equipment is not in such good condition, Lessor may repair it and Lessee will pay the cost of any such repairs at Lessor's regular shop rates.

Lessee assumes all risk and liability for and shall hold Lessor and its assigns harmless from all damages for injuries or death to persons and property arising out of the use, possession or transportation of the Equipment. Lessee, at his/her own expense will carry insurance with minimum general liability limits in the amount of \$300,000 per occurrence for bodily injury and/or property damage. Neither Lessor, its assigns, the wholesale distributor, nor the Manufacturer shall be liable for any incidental or consequential damages which may result from any failure or use of the Equipment.

The Lessee must provide a Certificate of Insurance that displays these terms and the Certificate must list Cheshire County Conservation District as Additional Insured.

Lessee Signature: _____

Lessor: **Cheshire County Conservation District**

Our mission is to promote the conservation and responsible use of our natural and agricultural resources for the people of Cheshire County by sharing financial, technical, and educational resources.