

# HAYBUSTER NO-TILL DRILL RENTAL AGREEMENT



CHESHIRE COUNTY  
CONSERVATION DISTRICT



## 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: **603-756-2988 x.4**

Email: [info@cheshireconservation.org](mailto:info@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: Haybuster 77 All Purpose Drill **Size:** width 7'7", length 15'11", weight 3,360lbs, **Serial #:** JJ-7447, **Value:** \$24,000

**Requirements:** No less than 40HP Tractor with Hydraulics, Towing– straight drawbar pin

**Rental Rate:** <10 acres: \$12/acre with expectation of 10 acres/day, >10 acres first 10 acres \$12/acre remaining acres \$8/acre

**Minimum Charge:** \$100/use **Late Fee:** \$100/day Payment shall be due upon signing the rental agreement. Lessee is responsible for returning the no-till seeder in the same condition as it was when picked up, seed boxes and tubes must be cleaned and emptied. If the seeder is clean upon return to the CCCD a **cleaning fee of \$100** will not be charged. **No Fertilizer** is allowed in the machine.

**Transportation:** Towing is allowed if within 30 miles of CCCD Walpole Office at a **speed not to exceed 30 mph** with vehicle equipped with a double tongue hitch. Lessee must be responsible for any damage to their own vehicle or the implement itself during transport.

**Requires: An 8' top over trailer** for transporting outside the 30 mile radius. If Lessor plans to transport with their own trailer they must provide their own tractor to load and discuss with CCCD. Above **rates do not include the cost of transportation**. The lessee is responsible for arranging transportation of the seeder to and from the District's Office, 11 Industrial Drive, Walpole N.H. The CCCD reserves the right to refuse rentals.

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.

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.*