

WOODASH/LIME SPREADER 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

Contact: **Amanda Littleton**

Date: _____ Rental Term Begins on : _____ and Ends on: _____

Tons intend to Spread: _____

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

Equipment : Model: Stoltzfus BMS Woodash/Lime Spreader Size: width 6'6" Capacity: 5 tons

Value: \$15,395 Serial Number: M3574914

Requirements: 65HP or Greater Tractor, Towing— straight drawbar pin,

Rental Rate: \$100 per day + \$3 per ton spread not to exceed \$200 per day*

*Payment shall be due upon signing the rental agreement.

Lessee is responsible for returning the Spreader in the same condition as it was when picked up. Spreader must be cleaned of all wood ash and lime. The spreader must also be greased. **If the spreader is not cleaned there will be a fee of \$200.**

Transportation: Recommended tow speed not to exceed 35 mph. Requires 3/4 ton pick-up equipped with a double tongue hitch. **Lessee must be responsible for any damage to their own vehicle or the implement itself during transport.**

The lessee is responsible for arranging transportation of the spreader to and from the designated housing location. We encourage farm to farm cooperation.

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 equipment home 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.*