

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

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 number: JJ-7447

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

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

Minimum Charge: \$125/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. A cleaning fee of \$200 will be charged if not returned in clean condition. **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 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 to individuals or businesses that cause damage to equipment and do not cover the costs.

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.

This contract serves as an invoice. Invoice only provided upon request.

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.