

NO-TILL VEGETABLE TRANSPLANTER 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 x4**

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: p1500 pull type transplanter with no-till attachment **Size:** 1 row, pws 26 super wheel with 18 spikes incl. **Value:** \$4,000

Requirements: No less than 30 HP Tractor with Hydraulics, Towing– straight drawbar pin

Rental Rate: First use is free, following uses are \$12/ac

Cleaning Fee: A fee of \$200 will be charged if not returned in clean condition. Lessee is responsible for returning the no-till drill in the same condition as it was when picked up.

Payment shall be due upon signing the rental agreement.

Transportation: Towing is allowed if within 40 miles of CCCD Walpole Office at a **speed not to exceed 40 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-er to and from the District's Office, 11 Industrial Drive, Walpole N.H.

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.

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.