



ORANGE COUNTY SOIL & WATER CONSERVATION DISTRICT

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2019 No-Till Rental Agreement

The Orange County Soil and Water Conservation District (SWCD) rents out no-till seeding and planting and other equipment as part of its soil and water conservation program. This program works best when all farmers are considerate of the equipment and of other farmers who participate in the program. Please be respectful in your use and timing of the rented equipment as a courtesy to your fellow farmers.

This rental agreement discusses several important considerations in an effort to clarify the intent and nature of the program and the responsibilities and obligations of the user ("User") of the rental equipment.

The SWCD provides advice and instruction on the proper use of rental equipment. All other aspects of the equipment's use and operation are the responsibility of the User, more specifically:

1. The SWCD is responsible for necessary repairs to rental equipment due to normal wear and tear. If it is determined that rental equipment damage is due to reckless or inappropriate use (for example, planting fields with unreasonably large or numerous rocks or planting at speeds inappropriate for conditions), the User will be responsible to pay for the cost of necessary repairs. A User's refusal to pay for such repairs may warrant legal action and/or denial by the SWCD of future requests to rent equipment.
2. It is the responsibility of the User to become aware of all proper operating procedures, adjustments, and safety requirements/recommendations. The User agrees to utilize the equipment in a manner consistent with all safety requirements/recommendations. Equipment should be returned in the same condition as it was delivered.
3. It is the User's responsibility to provide insurance coverage when using SWCD equipment. The User is responsible for any property damage or liability resulting from his/her operation or transport of SWCD rental equipment.

Before bringing our equipment to the User, the SWCD will require evidence of property insurance showing the old corn planter is insured for \$18,052, new corn planter insured for \$31,000, the older seeder is insured for \$14,000 and the newer seeder is insured for \$20,000 on the User's insurance policy, and that the SWCD is listed as an additional insured/lessor of leased equipment on that same policy.

The insurance paperwork can be taken care of by phone/ email right before you receive the equipment. You may wish to contact your agent ahead of time to find out if there will be any charge to you for issuance of the insurance certificate. Also, you must authorize them to issue the certificate before we can request a copy of it from them.

- : **Old Corn Planter: John Deere 1750 4-Row Conservation Planter
SN - HO1750R 676087, Value \$18,052**
- : **New Corn Planter: John Deere 1750 4- Row Conservation Planter
SN- 1A01750F LDM 755224, Value \$31,000.00**
- : **Old Seeder: Great Plains Model EWNT-1107
SN GP – 15690, Value \$14,000.**
- : **New Seeder: Great Plains Model 706NT-1075-03-21
SN GP- 1198WW, Value \$20,000**

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4. SWCD staff will provide advice and make recommendations based upon our experience and research available from sources such as USDA and Cornell University. We have found that Users commonly do not follow all recommended procedures, such as planning the planting 6 to 12 months in advance in order to allow for proper adjustment of such factors as pH, fertility, and soil and weed conditions. Even when all recommendations are followed, plantings sometimes fail, or produce unacceptable results. **The SWCD is not responsible for the results of any plantings performed with our equipment.**
5. Users are reminded of the critical role that properly adjusted equipment plays in good planting results. Users should bear in mind that, even after setting initial calibrations, regular inspections must be made to ensure that settings or material outputs have not changed significantly due to varying field conditions, weather conditions, loosened or damaged mechanical fixtures, varying characteristics of seed and fertilizer types/sources, etc. SWCD will assist Users in the proper adjustment of the rental equipment based upon the individual job characteristics. **However, the SWCD is not responsible for excessive or inadequate output of seed or fertilizer materials.**
6. The SWCD cannot guarantee any strict schedule for equipment rental because of numerous factors, including unpredictable weather, breakdowns and other commitments. Flexibility is a prerequisite for this program. General priority for usage will be based on date of request. Don't expect the District to show up on a certain day because you requested that day when you first contacted us. **It is the responsibility of each potential User to maintain contact with SWCD representatives when he/she is ready to rent equipment.**
7. Rental Rates will be as follows for both seeder and planter: \$200.00 minimum charge covers the delivery and the first five acres. \$20/acre after the first five acres. Your bill will be reduced by \$50.00 if you thoroughly clean the equipment after use. Users who fail to pay within **4 months** after the invoice mailing date may be indefinitely placed on a pre-pay list for all future rentals at the discretion of SWCD. Removal from the pre-pay list is at the discretion of the SWCD Board of Directors.
8. Renters are expected to plan their schedule to allow ample time for operation of the equipment once it is delivered to their farm. SWCD reserves the right to apply additional **Idle Equipment Fees** (\$50/day) for every day the equipment sits idle. Equipment will be considered idle if the average of acres planted during the rental is less than 5 per day. Weather and soil conditions will be taken into account when calculating idle equipment fees. Renters should discuss this issue with SWCD **before** signing this rental agreement.
9. If you have any specific questions about the terms of this rental agreement, the rental program generally, or applicable agronomic principles and procedures, please call our office to speak to a SWCD representative.
9. SWCD retains the right to inspect field conditions prior to the rental of any equipment and/or require User to supply information of the fields to be planted, such as aerial maps, acreages, location, etc. If SWCD personnel determine the field conditions not to be adequate for seeding, where potential harm could occur to the equipment or spread of invasive species could occur, **SWCD reserves the right to deny rental.**

SIGNATURE

EQUIPMENT RENTED

TYPE OR PRINT NAME

DATE

TELEPHONE #