



ORANGE COUNTY SOIL & WATER CONSERVATION DISTRICT

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2021 No-Till Rental Agreement

(past users – make note of revisions to this agreement highlighted in yellow)

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. The SWCD operates this program at a monetary loss in order to provide the service and derive associated public benefits. The 'good-will' cooperation of users will help to ensure that the service can continue. For example, users are expected to undertake simple maintenance and repairs themselves. This includes but is not limited to greasing and lubricating the equipment at the proper intervals during use and at completion of equipment usage, replacing shear bolts or pins, repairing tires, etc. as feasible. Calling out SWCD staff to complete simple repairs may result in additional charges to the user and may result in the need to remove the equipment from the user's premises to complete the repairs. The SWCD should be notified immediately of any significant repair needs or operational issues. In some cases where the user is willing and able, the SWCD may authorize the user to undertake repairs themselves. In such cases, the SWCD will credit the user's bill based on time and materials provided by the user.
3. 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. Repeated return of equipment in poor condition, as determined by SWCD staff, may result in denial of future requests to rent equipment.
4. 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

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from them. **There are no exceptions to this rule. If you are not able to provide an insurance certificate as specified herein, you will not be able to rent the equipment.**

- : **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**

5. 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.**
6. 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. **Note that no charts are available for most SEED MIXTURES, so trial and error may be necessary in order to determine the appropriate output settings.** SWCD will assist Users in initial adjustment of the rental equipment based upon the individual job characteristics, when requested. **However, the SWCD is not responsible for excessive or inadequate output of seed or fertilizer materials.**
7. 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.**
8. Rental Rates will be as follows for both seeder and planter: **\$250.00** minimum charge covers the delivery and the first five acres, \$20/acre after the first five acres. **\$100 of the minimum charge amount is a cleaning fee. If the equipment is returned in good condition, this cleaning charge will be deducted from your bill and you will be charged \$150 plus \$20/acre for each acre over the first five (see #9).** Seeder billing will be based off of the acreage meter on the machine, if you think this is inaccurate, contact OCSWCD immediately. Going over a field multiple times will be billed for the full acreage as recorded by the acreage meter on the seeder.
9. **Your bill will be reduced by \$100.00 if you thoroughly clean the equipment after use (see #8). This includes, but is not limited to, cleaning out the seed hoppers and fertilizer hoppers. Due to repeated problems in the past, we must direct users to remove all seed and fertilizer and thoroughly clean out hoppers. Failure to do so will result in the \$100.00 cleaning fee remaining on your final bill and possible denial of future requests to rent the equipment (see #3 also). In order to more accurately and fairly track the condition of the hoppers and assign cleaning fees, pictures will be taken before and after the equipment is moved from one user to the next.**
10. Interest will accrue on all unpaid bills at 1.5% per month. 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. **Repeated failure to pay within 4 months of billing may result in denial of future requests to rent the equipment.**

11. 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, **but the SWCD will be the sole determiner of when idle equipment fees are applied.** Renters should discuss this issue with SWCD **before** signing this rental agreement. **Repeated failure to complete seeding/planting in a timely manner once the equipment is delivered to user, as determined by the SWCD, may result in denial of future requests to rent the equipment.**
12. 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.
13. 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 **damage** 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 #