



Berkshire Conservation District

Equipment Rental Form - ESCH 5512 No-Till Grain Seeder Drill

Size: 12' Working Width, 8'10" Travel **Requires:** 100hp Tractor w/Hydraulics

Lessee

Lessor/Owner

Name: _____

Name: Berkshire Conservation District

Billing Address: _____

Address: 78 Center Street, Suite 102

Pittsfield, MA 01201

Phone: _____

Phone: 413-443-1776 x 102

Email: _____

Email: Programs@BerkshireConservation.com

Rental Start Date: _____ **Return Date:** _____ **Total Days Renting:** _____

Rental Rate is \$10/acre + \$75/day(s) of use

Acres of Use Intended: _____

Type of Seed: _____

Delivery Needed: Yes _____ No _____

Delivery charges determined by Caretaker

Address of Use: _____

Transportation: Towing speeds not to exceed 30 miles per hour. Tow vehicle must be capable of towing approximately 8,000 lbs.

Deposit of \$75 is required and will be credited to final billing if the machine and seed boxes are returned clean and undamaged beyond reasonable wear and tear. NO FERTILIZER IS ALLOWED.

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.

Renter must provide the owner with an **Evidence of Property** as proof of physical damage to equipment and a **Certificate of Insurance** as proof of general liability naming Berkshire Conservation District as Loss Payee and Additional Insured.

Email to: Programs@BerkshireConservation.org

I attest that I have read and agree to the following terms in order to rent the Berkshire Conservation District No-Till seeder.

Lessee Name (Printed):

Lessee Signature:

Date:

Return page one of this signed document with a \$

75 deposit, Evidence of Property & Certificate of

Insurance



Berkshire Conservation District

Equipment Rental Form - ESCH 5512 No-Till Grain Seeder Drill

Size: 12' Working Width, 8'10" Travel Requires: 100hp Tractor w/Hydraulics

1. Renter is solely responsible for repairs/damages to the Seeder other than normal "wear and tear". Tires, hoses, electrical, and wearable parts are the responsibility of the Owner. Excessive scratches, gouges, broken parts from abuse and from foreign objects, are the Renter's responsibility. Renter assumes responsibility for any parts that are lost, broken, or stolen.
2. Renter must provide the Owner with a **Certificate of Insurance** proving their general liability insurance policy which includes Berkshire Conservation District as an additional insured.
3. Renter agrees to assume all expenses at any time resulting from public liability, property damage, fire with extended coverage, and theft. Renter is encouraged to deliver to Owner and Caretaker evidence of insurance containing a provision that no cancellation shall be effective without 30 days prior written notice to the Owner upon request.
4. Seeder will be inspected before and after by the Caretaker. All flaws will be documented before and after.
5. The Renter indemnifies and holds Owner harmless for any and all injuries or damage of any person or property that may arise during the operation or use of the Seeder. The Renter understands the dangers and complexity of the operation of any equipment, including the Seeder, and assumes all responsibility in using the rented equipment.
6. The Owner, NRCS, FSA, and all affiliated parties, are not to be held liable, or held accountable, in any way, for failed plantings, crops, etc.
7. The Caretaker reserves the right to inspect potential fields prior to planting, to ensure the safe operation from costly, and potentially dangerous field hazards, soil conditions etc. The Renter will not use the equipment in any area other than specified in this agreement. The Seeder will not be allowed to leave Berkshire County, unless prior written permission is given by the Owner and Caretaker.
8. Renter shall not "Contract" or "Subcontract" the Seeder to anyone without written consent from the Owner and caretaker. **No exceptions.** The Owner may terminate this agreement upon the Renter's filing for protection from creditors in any court of law.
9. The Renter will not do any repairs or modifications to the machine without consulting with the Caretaker or Owner beforehand. The renter will notify the Owner and Caretaker immediately of any damages and will refrain from using the machine until allowed by the Caretaker.
10. **Absolutely no fertilizer** is to be put into any seed boxes or compartments at any time. **No exceptions.**
11. Renter agrees to clean ALL unused seed from all seed boxes (by way of Shop Vac or other) before returning Seeder from rental period.
12. Although not required, if washing or power washing is possible, we ask that you help prevent the transfer of foreign or invasive weeds by keeping the Seeder clean in between transports from one farmer to another.
13. The Seeder requires a minimum of 90HP (preferably 4x4) to operate safely and efficiently.
14. Renter shall receive instruction and training in the use of the Seeder from the Caretaker.
15. All training, questions, and repairs etc., may be answered by calls, texts, or emails to the Caretaker or Program Manager. Any supplies, transportation, adjustments, calibration, power, and labor associated with the seeder are the responsibility of the Renter. If delivery and pick up of the Seeder to the farm is required, the Renter will be charged \$50 for each delivery and pick-up within a 20 mile radius of Cheshire MA, additional fees for further distance.
16. Renter agrees to pay a "daily rental" fee of **\$75 per day** and a "per acre" fee of \$10/acre, calculated using acreage counter mounted on drill.
17. Upon signing the rental agreement and scheduling usage of the Seeder, the Renter shall return the completed rental agreement with a **non-refundable deposit of \$75.00** to the Owner at 78 Center Street, Suite 102, Pittsfield, MA 01201. Once the Seeder is returned and inspected, and is found to be cleaned and not in need of repair, the \$75.00 will be credited to the final bill. If the Renter fails to take possession of the Seeder when scheduled, without prior notification to the Owner and Caretaker, the \$75 deposit will be forfeited. If the seeder requires cleaning, the Renter will incur a \$100 clean-out fee.
18. The Renter shall return the Seeder upon end of use or on demand by the Owner and Caretaker, in as good condition as when taken by the Renter. The Renter shall cover, house or otherwise protect the Seeder from adverse weather conditions while the Seeder is in their possession. It shall be lawful for the Owner or its agents to enter upon the premises of the Renter at any time to inspect the Seeder and to secure the return of the Seeder.
19. The Renter agrees to pay a **\$125 per day penalty fee** for each day the Seeder is kept past the expected date of return, unless the Caretaker is notified in advance. All delays, anticipated delays and incidents must be reported to the Owner and Caretaker immediately. The Renter agrees to coordinate with the Caretaker regarding pick-up and drop-off at the storage facility. The Renter will not pick up the equipment without expressed permission by the Caretaker. The Renter will notify the Caretaker as soon as they have finished using the Seeder. If inclement weather hinders use of the Seeder during the rental period, the Renter is granted a reasonable time-frame to finish when weather permits, at no extra charge, with prior written confirmation with the Owner and/or Caretaker.