



Sunflower 9412 No-Till Drill Rental Agreement and Release

The Orleans County Natural Resources Conservation District, hereinafter called the District, agrees to rent the following equipment: One 10-foot Sunflower 9412 No-Till Drill to _____ under the following terms and conditions:

1. Equipment rental: One 10-foot Sunflower 9412 No-Till Drill
2. Rental rate: The rent for the above equipment shall be \$7.00 per acre payable to the District
3. Ownership: The equipment is owned by the District.
4. Responsibility: Any damage and associated repair or replacement costs caused to the Sunflower 9412 No-Till Drill beyond reasonable wear and tear and deemed “preventable” is the responsibility of the farmer under this contract. Preventable damage includes inappropriate use, inappropriate loads, or general negligence.
5. Maintenance: The contracted farmer is responsible for general maintenance of the equipment including: greasing every day, checking the points, bearings, and for stress cracks. The contracted farmer is also responsible for going through the maintenance checklist and making reasonable repairs accordingly before district staff arrive to check the drill after use.
6. State Incentive Program or NRCS EQIP: It shall be the farmer’s responsibility to apply for the State of VT Farm Agronomic Practices Program or to USDA NRCS’s EQIP program for forage and biomass planting to receive state or federal funding for the use of the Sunflower 9412 No-Till Drill. The District will assist when asked.
7. Transportation: The Sunflower 9412 No-Till Drill requires a 3/4-ton truck. It shall be the responsibility of each farmer under this contract to pick up the Sunflower 9412 No-Till Drill from the previous contracted farmer. Liability of the equipment when on the road falls onto the vehicle owner. Speed while towing the drill should not exceed 20 mph.
8. Allotted time for usage: The District maintains the right to set the duration of each rental on a case-by-case basis. Each renter will be asked to estimate their usage time before they rent the Sunflower 9412 No-Till Drill.
9. Alterations: No alterations may be made to the equipment during the rental period.
10. Assignments: Neither this agreement nor the equipment may be assigned, transferred, or be in anyway encumbered by the contracted farmer without the written permission of the District.
11. Validity: By its verbal or written authorization to the District, the farmer accepts the terms and conditions of this agreement and agrees to return a signed copy of the Agreement to the District.
12. Governing Law: This agreement shall be governed by and construed for all purposes in accordance with the State of Vermont.



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13. Liability: The contracted farmer shall accept responsibility and liability for all personnel and subcontractors used by it. The farmer shall also keep safe and hold harmless the District and assume the entire risk and liability for all and ant suits, claims, causes of action, liability and damages of any kind, whether or not such losses are caused or claimed to be caused by the operation, non-operation or any use whatsoever of the services for equipment provided by the District with this Agreement.

Farmer/Renter

Signature

Printed Name

Date

Physical address:

Mailing address if different:

Phone number:

Estimated dates of equipment usage:

Starting:

Ending:

Estimated acreage: _____

Orleans County Natural Resources Conservation District

Sarah Damsell

Signature

Printed Name

Date