

Esch 5512 No-Till Seeder Rental Agreement

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I, (print name) _____, the undersigned Renter, hereby agrees to rent from the Berkshire Conservation District (Owner), the Esch 5512 No-Till Seeder (Seeder), subject to the following terms and conditions:

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 agrees to 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. 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 a minimum of \$50 for each delivery and pick-up within additional fees based on distance.
16. Renter agrees to pay a "daily rental" fee of **\$50 per day** and a "per acre" fee of **\$15 per acre** (with a minimum 10 acres or a \$200 minimum, whichever is greater) at the end of rental session.
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 \$50.00** 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 \$50.00 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 \$50 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.

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Berkshire Conservation District
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Last Updated September 2021

To Be Completed Upon Scheduling

Renter printed name: _____ Signature: _____

Date: _____ Daytime Phone _____ Cell Work Home

Billing Address _____ Farm Name: _____

Email _____

Address where Seeder is to be used: **One location per Rental Agreement.*

Reserved Date Out: ____/____/____ Estimated Acreage to be Planted: _____ Expected Date Returned: ____/____/____

Deposit (\$50): _____ Payment Details: Check/ Cash /Credit Check Number: _____

To Be Completed Upon Pick-Up *

Actual Date Out: ____/____/____ Insurance Provided? Y / N

Optional Delivery Fee? (\$50+) _____ Acreage Count at Start of Rental: _____

Caretaker Signed-Out Signature: _____

To Be Completed Upon Return *

Date Returned: ____/____/____

Acreage Count at End of Rental: _____ - Count at Start of Rental = Total Acres Planted: _____

Acreage Fee: (\$15 x # Acres planted) \$ _____ Optional Pick-up Fee? (\$50+) _____

Daily Fee: (\$50/Day x # of days) \$ _____ Payment Details: Check/ Cash /Credit Card Check Number: _____

Returned in good condition? Y/ N Cleaned Out? Y / N
If Yes, \$50 deposit subtracted from bill. If No, \$125 Fee applied for cleaning.

Caretaker Signed-In Signature: _____

Final Payment: \$ _____ Circle One: Payment deposited by Caretaker Payment mailed to District
Upon completion of rental, this agreement shall be returned to the Berkshire Conservation District for filing.

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