



Rensselaer County Soil & Water Conservation District

USDA Service Center • Agriculture & Life Sciences Building • 61 State Street • Troy, NY 12180 • (518) 271-1740 Ex. 3
www.RenscoSoilandStormwater.org

To: Prospective No-Till Drill Renter

From: Rensselaer County SWCD

Subject: Additional Insured Policy Information

If you plan to rent the SWCD grain drill, you will need to request from your insurance company a certificate of insurance naming the Rensselaer County Soil and Water Conservation District as an ‘Additional insured’, for your rental use of our 2015 Duratech Haybuster Model 107C, Serial # 10150622 7C, Nor-Till Drill. There is usually no charge to arrange this with your insurance agent.

- **This “Additional insured” certificate needs to cover all property damage and liabilities to other and for the damage repairs to the No-Till Drill.**
- **This information may be mailed to the Rensselaer County SWCD, 61 State Street, Troy, NY 12180, or emailed to Drew.Hoag.RenscoSWCD@gmail.com by your insurance company.**

Also, if you are not already on our e-mail list and would like to be added for timely correspondences via e-mail, please send an e-mail to: Drew.Hoag.RenscoSWCD@gmail.com and you will be added to our list. You may also check our website at www.RenscoSoilandStormwater.org and follow our Facebook page found at Rensselaer County Soil & Water Conservation District for the newest updates. If you have not already, we ask that you complete an optional Tier 1 form to be added to our Agricultural Environmental Management (AEM) database for future possible agricultural funding on Best Management Practices (BMPs).

Contract attached below.

Thank you,

Megan Myers, District Manager
Rensselaer County SWCD
61 State Street – Troy, NY 12180



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Subject: 2015 Duratech Haybuster Model 107C No-till Grain Drill Rental Agreement

On this date: _____, _____ (LESSEE)
enters into an agreement with the Rensselaer County Soil and Water Conservation District (LESSOR) to follow and abide
by the terms set forth by the District (noted below).

1. The Landowner/Operator agrees to (check the boxes to acknowledge):

- To furnish tools, equipment, and labor incident to no-till planting.
- To seed field(s) in a timely manner so other producers in the county may benefit from this service as well.
- To exercise **EXTREME** care in transporting and operation of the No Till Drill. Including not exceeding the tire rating of 30 MPH. **No Sharp turns with planting units down.**
- To pay the District the rental fee of **\$12.00 per acre.**
- To pay for the cost of repair for damages to the drill caused by negligence of the landowner/operator.
- To the use of **NO** fertilizer in the drill, there will be a **\$500.00 fee charged to anyone who uses fertilizer in the drill.**
- To **fully clean or vacuum** and empty seed bins so they are void of any unused seed; or pay a District cleanout **fee of \$50.00** on top of the rental charge. This fee can be avoided by choosing to clean out the drill yourself.
- That the District and or equipment dealer will **NOT** be responsible for any injuries resulting from the planter in any manner and that the landowner will have sufficient insurance for persons operating the planter.

2. The District agrees to:

- To Furnish a No-Till Seed Drill to the landowner/operator.
- To provide technical assistance concerning no-till planting.
- To properly adjust the planter with the landowner/operator prior to planting.
- Not to be responsible for any damages done to the planter while it is being rented by the landowner. An inspection will be performed at the beginning and end of every rental to assure the condition of the planter. Any damages found at this time will be noted on this form with the landowner/operator.

3. It is mutually agreed:

- That the District reserves the right to cancel the delivery due to bad weather, agronomic and or field conditions. This equipment is for use on land within Rensselaer County only.

Acre Meter Reading-**Start**: _____ Planter Condition: _____ Initials: _____

Acre Meter Reading-**Finish**: _____ Planter Condition: _____ Initials: _____

Acres Planted: _____

4. THE LESSOR OF THE EQUIPMENT HEREIN LEASED MAKES NO REPRESENTATIONS OR WARRANTIES, EXPRESSED OR IMPLIED (including the IMPLIED WARRANTY OF MERCHANTABILITY AND FITNESS). It is the LESSEE's obligation to determine if the Equipment and the use of the Equipment comply with any laws, rules, specifications, or contracts, which provide for special machinery, apparatus, or special methods.



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5. LESSOR shall use reasonable care to see that the Equipment is in proper working condition before delivery to LESSEE. If LESSEE so requests, the Equipment will be operated in LESSEE’S presence at the time of delivery. LESSEE shall note and make known to the LESSOR at the time of delivery or demonstration any damage or other problems with the Equipment

6. LESSEE agrees to care for the Equipment properly, to use it within its rated capacity, to restrict its use to LESSEE’S AUTHORIZED PERSONNEL and to prohibit anyone other than the LESSOR’S AUTHORIZED PERSONNEL to repair, modify, or adjust the Equipment, and to notify LESSOR immediately of accidents, disabilities, failures or like information concerning the Equipment. LESSEE further agrees to pay for all damage to the Equipment resulting from causes from other than normal wear and tear, upon receipt of invoice therefore from LESSOR for LESSOR’S cost and expense of repair. LESSEE shall take care of normal needs of the Equipment. LESSOR will service and maintain the Equipment in proper working condition.

7. In the event the Equipment becomes inoperable for reasons other than accident, improper use or failure of LESSEE to comply with its obligations hereunder, no rental shall be charged for the period of time between actual notice to LESSOR of the inoperable condition of the Equipment and the time when it is returned to service. LESSOR shall not be obligated to furnish substitute Equipment, nor shall it be liable for down time or special or consequential damages of any nature whatsoever.

8. INDEMNITY AGREEMENT: LESSEE ASSUMES ALL RISK AND LIABILITY for and agrees to indemnify, save and hold LESSOR harmless from all claims, liens, all losses or damages including any bodily injury or property damage to others and all loss, damage, claims, penalties, liability and expenses including attorney’s fees howsoever arising or incurred because of the Equipment use, storage, or operation thereof.

9. The LESSEE agrees to provide a **Certificate of Insurance** to the LESSOR prior to usage of the equipment. The Certificate of Insurance must name the Rensselaer County SWCD (LESSOR) as Loss Payee and Additional Insured. The Inland Marine coverage must be shown covering Leased, Rented or Borrowed Equipment and the Limit of Insurance must be equal to or greater than the value stated below for the equipment leased (equipment listed below with the Value indicated).

| <u>Equipment</u> | <u>Insurance Value</u> |
|---|------------------------|
| 2015 Haybuster No Till Drill Ser. 10150622 7C | \$40,000 |

10. This is an Agreement of rental only and nothing herein conveys to LESSEE any right, title or interest in or to any of the Equipment except as LESSEE.

| | | | |
|---|--|--|------------|
| By: _____ Landowner/Operator Name, Print | _____ Date | _____ Rensselaer County SWCD Signature | _____ Date |
| By: _____ Landowner/Operator Name, Signature | _____ Date | _____ Landowner Address (street) | |
| _____ Renters phone number | _____ Landowner Address (town, state, zip) | | |

Producer/ District Notes: