



Beaver County Conservation District

156 Cowpath Road, Aliquippa, PA 15001
 Phone: (724)-378-1701 Fax: (724)-857-1044
 beavercountyconservationdistrict.org

No-Till Drill Equipment Rental Agreement

Lessee (Customer) Name:		
Address:		
City:	State:	Zip:
Phone (Home):	Phone (Cell):	
Email:		
Date (s) Requested:		
Crop to plant:	Acres to be seeded:	
Insurance Information		
Farm Policy Insurance Carrier:	Policy #:	
Effective Date:	Expiration Date:	
Truck/Auto Insurance Carrier:	Policy #:	
Effective Date:	Expiration Date:	

General Guidelines:

- **Lessee (Customer) must complete this form and submit the form and the \$50.00 Deposit to the District before equipment can be transported. NO PHONE RESERVATIONS MAY BE MADE**
- Lessee is responsible for transporting the equipment to and from District office unless other arrangements have been made. BCCD will deliver drill for first time use.
- A Heavy duty (3/4 ton or larger) truck is required to transport the equipment. Safety chains must be fastened to the truck's frame or hitch. Cannot drive on Interstate-highways. Must not drive over 25MPH.
- A 50 HP or larger tractor and one set of hydraulic remotes is required, 2 sets are ideal, for operating the Truax Drill.
- Lessee will inspect the equipment before and after use and report any damage promptly to the equipment supervisor or the Conservation District
- Lessee will store the equipment in a covered building or shelter whenever possible.
- Lessee will not use the no-till drills to apply fertilizer
- Lessee will pay the following drill rental rates: **1-10 acres: \$12/acre, More than 10 acres: \$10/acre, Minimum charge \$50.00**
- Rental date includes a 3 day block, with a \$25 per day late fee added starting the 4th day. Inclement weather will be assessed. Please call the District office if return is after hours to confirm your return.

Terms are Net 30 days. A late fee of 2% per month will be charged on the unpaid balance.

I understand and agree to the terms and conditions stated herein and on the reverse side as well as Instructions for use sheet.

Lessee Signature

Date

Lessor Signature

Date

TERMS AND CONDITIONS

Purpose. The Conservation District has established this rental program to help educate farmers in the use of conservation tillage equipment and to promote the wise use of natural resources. The Truax Flex II – 812RD is a pull type with a planting width of 8ft, overall width of 9ft. It is equipped with three seed boxes (cool season, small seed and fluffy seed) with agitators, a tongue caster wheel hitch, and 12 staggered disc openers. The drill does not have a fertilizer box or markers.

Assignment. The Lessee shall not sublet the Equipment to another party.

Care of Equipment. The Lessee shall use the Equipment in a careful and proper manner.

- **The Lessee agrees to abide by the manufacturer's guideline, safety procedures, protocols and recommendations for the use of a 50 hp tractor or greater to pull the drill.**
- **The Lessee agrees to follow all manufacturer's guidelines, warnings, and safety procedures for the use of the drill.**
- The Lessee shall notify the Lessor immediately when breakdowns occur and repairs are needed.
- The Lessee agrees to provide adequate cover to protect the Equipment when not in use during the rental period.
- The Lessee must **not** use the Equipment to apply fertilizer.
- A heavy duty (3/4 ton or larger) truck is required to transport the drill. Safety chains must be fastened to the trucks frame/hitch. Lessee to supply own hitch pin (1" x 8"). Cannot drive on interstate-highways. Must not drive over 25MPH.
- One set of hydraulic remotes is needed to operate the drill, two sets are ideal.
- The Lessee must clean the equipment before returning. See Instructions for Use document.

Repair of Equipment. The Lessor shall be responsible for all regular maintenance and normal repairs of the Equipment.

Schedule. Scheduling is done on a first come first serve basis. The drill is rented in 3-day blocks. A \$50 deposit along with the signed agreement form must be submitted before being put on the schedule. The deposit will be held if you do not complete the necessary paper work to schedule the machine and will be put toward Lessee's payment total on the final invoice. The Conservation district will make every effort to establish and hold to a schedule but availability is not guaranteed at the agreed up on time especially if the unavailability is due to equipment breakdown, or other events beyond the district's control. Weather will be assessed, and the Lessee is asked to call the district if the return is after hours to confirm return date. A \$25 per day late equipment return fee will be added starting the 4th day.

Seed. The district does not accept responsibility or liability for the germination outcome of the seed planted at time of usage.

Loss and Damage to Equipment. The Lessee shall be responsible for loss or damage to the Equipment from any cause and agrees to return it to the Lessor in as good condition as when it was received, normal wear and tear excepted. The Lessee shall be responsible for the cost of repair or the cost of replacement for damaged Equipment at the Lessor's option. The Lessee will not install, without written consent of the Lessor, any accessories or devices on the equipment if such installation will impair the original intended function or use of the equipment. All accessories or devices will automatically become the property of the Lessor unless they can be removed without in any way affecting the originally intended function or use of the Equipment. Any damage to the equipment caused by the removal of such accessories or devices will be repaired at the Lessee's expense.

Lessor's Right of Inspection. The Lessor shall have the right at any time to enter the premises occupied by the Equipment to inspect the use and care of the Equipment. If the Lessor determines that the Equipment is not being cared for or used properly, the Lessor may remove the Equipment from the premises. The rental agreement will be terminated and the Lessee will pay the Conservation District all rentals due, damages to the equipment, legal expenses, cost of removal, freight, storage, transportation and other charges incurred in such removal and return to the Lessor at its place of business.

Liability and Indemnity for Personal Injuries and Property Damage. Liability for injury, disability, and death of Lessee and other persons and liability for damage to property, real or personal, caused by the operation, handling, or transportation of the Equipment during the rental period shall be assumed by the Lessee, and the Lessee shall indemnify the Lessor and hold the Lessor harmless against all such liability. The Lessee will carry at his own expense, public liability insurance with minimum liability limits in the amount of \$100,000 per person and \$300,000 per occurrence for bodily injury, including death, and in the minimum amount of \$50,000 per occurrence for property damage. The Conservation District and its assigns will not be held liable for any incidental or consequential damages which may result from any use or failure of the equipment.

Terms. Payment in full is due within 30 days from the time you are finished using the drill. A late fee of 2% per month will be charged on the unpaid balance. For any reason that your check is returned to us the lessee will be charged a \$35 returned check fee plus any charges due from the bank that the district is assessed. Make checks payable to: Beaver County Conservation District Send to: 156 Cowpath Rd. Aliquippa, PA 15001. Credit cards accepted.