



LESSEE

Name: _____
Address: _____

Telephone: _____

Email: _____

LESSOR

Name: Hampden-Hampshire
Conservation District (HHCD)
Address: 195 Russell Street, Suite B6
Hadley, MA 01035
Telephone: (413) 362-4720
Email: hampdenhampshireconservation
@gmail.com

Start Date: _____ Return Date: _____ Total Rental Days: _____
Acres of use intended: _____

Equipment Specifications

Model: Esch 5605 **Serial #:** 221161 **Value:** \$23,500
Planting Width: 5' 6" **Transport Width:** 8' **Weight:** 3,900 lbs
Minimum Requirements: 45 HP / 5,000 lb tractor. Transport not to exceed 45 MPH.

Rental Information

Rental rate: \$50 per day of use (transport days not included), + \$5 per acre
Deposit of \$150 required. Deposit will be returned if the equipment is clean and undamaged.

Conditions

Lessee is required to return the equipment in the same condition as the start of the rental period. Seed boxes and tubes must be cleaned and emptied upon return. Please contact HHCD with questions regarding cleaning procedure. Lessee is responsible for transporting the equipment, unless other arrangements have been made. Transport speed must not exceed 45 MPH. Lessee is responsible for any damage to their vehicle or the equipment that occurs during transportation.

Lessor hereby leases to the above-named Lessee the equipment listed herein for the term and with rental payments outlined above. Rental payments shall be made to Lessor at the address shown above. Lessee will pay the cost of transporting the Equipment. Lessee shall indemnify Lessor against all loss or damage to the Equipment while it is out of Lessor's possession. Damaged to the Equipment, other than a total loss, shall not abate or excuse the making of prescribed rental payments.

Lessee agrees to use and care for the Equipment in a careful and prudent manner, to pay all operation and maintenance expenses while the Equipment is out of the possession of the Lessor, and to make, at their expense, any and all repairs. The Equipment shall be returned to Lessor in as good condition as received, reasonable wear and tear



Hampden-Hampshire Conservation District
Esch 5605 No-Till Seed Drill Rental Agreement

aside. If, upon its return to Lessor, the Equipment is not in such condition, Lessor may repair it and Lessee will pay the cost of any such repairs at Lessor's regular shop rates.

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 their 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. Lessee must provide a *Certificate of Insurance* that displays these terms and the Certificate must list the Hampden-Hampshire Conservation District as an *Additional Insured*. Please email to hampdenhampshireconservation@gmail.com

I attest that I have read and agree to the following terms in order to rent the Esch 5605 No-till Drill.

Lessee Name (printed:)

Lessee Signature:

Date:



Hampden-Hampshire Conservation District Esch 5605 No-Till Seed Drill Rental Agreement

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 Hampden-Hampshire 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 is not to be held liable, or held accountable, in any way, for failed plantings, crops, etc.
7. The Owner 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.
8. Renter shall not "Contract" or "Subcontract" the Seeder to anyone without written consent from the Owner. 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 before returning Seeder from rental period.
12. Renter shall receive instruction and training in the use of the Seeder from the Owner.
13. All training, questions, and repairs etc., may be answered by calls, texts, or emails to the Owner. Any supplies, transportation, adjustments, calibration, power, and labor associated with the seeder are the responsibility of the Renter.
14. Renter agrees to pay a "daily rental" fee of \$50 per day and a "per acre" fee of \$5 per acre at the end of the rental session.
15. Upon signing the rental agreement and scheduling usage of the Seeder, the Renter shall return the completed rental agreement with a deposit of \$150.00. Once the Seeder is returned and inspected, and is found to be cleaned and not in need of repair, the \$150.00 will be credited to the final bill. If the seeder requires cleaning, the Renter will incur a \$100 clean-out fee.



Hampden-Hampshire Conservation District
Esch 5605 No-Till Seed Drill Rental Agreement

16. 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.

17. The Renter agrees to pay a \$100 per day penalty fee for each day the Seeder is kept past the expected date of return, unless the Owner is notified in advance. All delays, anticipated delays and incidents must be reported to the Owner immediately. The Renter agrees to coordinate with the Owner regarding pick-up and drop-off at the storage facility. The Renter will not pick up the equipment without expressed permission by the Owner. 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.



Certificate of Insurance Requirements for Hampden-Hampshire Conservation District

Hampden-Hampshire Conservation District requires all customers to provide a current Certificate of Insurance. This should include the following information:

1. Commercial General Liability Policy

\$1,000,000 per occurrence for General Liability (including bodily injury and property damage liability)

\$2,000,000 General Aggregate

2. Automobile Liability Policy - for road-use vehicles or trailers

Any auto or scheduled, hired and non-owned combined single limit of \$1,000,000 (including bodily injury and physical damage insurance)

3. Equipment Property Coverage

(e.g. Inland Marine, Leased & Rented Equipment, Property Insurance including contractor's equipment on and off premises, Contractors Equipment Policy, Misc. Equipment)

Limit- manufacturer's suggested list price as of the date of loss for a new and comparably equipped make and model. Coverage to be "all risks" of direct physical loss. Note: blanket inland marine coverage is acceptable and must have coverage of \$100,000 per piece rented.

4. Workers Compensation

Statutory Limits for the state where operations are performed and a waiver of subrogation provided to Hampden-Hampshire Conservation District

The limits shown are minimum limits and do not limit the customers responsibility in the event of loss.

Hampden-Hampshire Conservation District shall be named the additional insured on the liability policies and loss payee on the equipment property insurance. Endorsements are to be provided to Hampden-Hampshire Conservation District, indicating that the insurance company will provide 30 days' notice of cancellation or non-renewal of the insurance policies.