

Rensselaer County Soil & Water Conservation District

USDA Service Center • 1612 State Route 7 • 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 no-till 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 10' 2015 Duratech Haybuster Model 107C, Serial # 10150622 7C no-till drill OR 7' 2022 Great Plains Model 706NT, Stock # NK8875, Serial # 2085WW no-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 others and for the damage repairs to the No-Till Drill.
- This information may be mailed to the Rensselaer County SWCD, 1612, Troy, NY 12180, or emailed to Drew.Hoag.RenscoSWCD@gmail.com by your insurance company.

Also, if you are not already on our email list and would like to be added for timely correspondences via e-mail, please send an email 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 1612 State Route 7 – Troy, NY 12180



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| On this date: | nty Soil and Water Conservation District (LESSOR) | (LESSEE) enters into |
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| n agreement with the Rensselaer Cou y the District (noted below). | nty Soil and Water Conservation District (LESSOR) |) to follow and abide by the terms set forth |
| 1. The Landowner/Operator agree | s to: | |
| * To furnish tools, equip | nent, and labor incident to no-till planting. | |
| | nely manner so other producers in the county may be a care in transporting and operation of the No-Till Di | |
| * No Sharp turns with pl | unting units down | |
| | rental fee of \$12.00 per acre. | |
| *To pay for the cost of a *NO fertilizer is allowe *To fully clean or vacuu \$50.00 on top of the re *The District and/or eq | epair for damages to the drill caused by negligence of in the drill, there will be a \$500.00 fee charged to as an and empty seed bins so they are void of any unuser tall charge. This fee can be avoided by choosing to call the property of | nyone who uses fertilizer in the drill. ed seed; or pay a District clean-out fee of lean out the drill yourself. uries resulting from the planter in any |
| 2. The District agrees to: | | |
| | eed Drill to the landowner/operator. | |
| | sistance concerning no-till planting. | |
| | planter with the landowner/operator prior to planting | |
| * An inspection will be | or any damages done to the planter while it is being a performed at the beginning and end of every rental to this time will be noted on this form with the landown | o assure the condition of the planter. |
| | s the right to cancel the delivery due to bad weather, e on land within Rensselaer County only. | agronomic and or field conditions. |
| Acre Meter Reading-Start: | Planter Condition: | Initials: |

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.

Acre Meter Reading-Finish: Planter Condition: Initials: Acres Planted:



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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. <u>The Certificate of Insurance must name the Rensselaer County SWCD (LESSOR) as Loss Payee and Additional Insured</u>. 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).

Equipment Insurance Value

Producer/ District Notes:

2015 Haybuster No-Till Drill Ser. 10150622 7C \$40,000 2022 Great Plains No-Till Drill Ser. 2085WW \$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)