

EQUIPMENT RENTAL AGREEMENT



OWNER: Connecticut River Watershed Farmers Alliance

Mailing Address: 10 Benning St. #245 W.Lebanon NH 03784

Phone: (802) 333-4840 (Steve Stocking, Equipment Manager)

Email: CRWFA.INFO@gmail.com

birchmeadowfarm@gmail.com (Steve Stocking)

RENTER: _____

Date: _____

Address: _____

Contact Phone: _____

Location of Use: _____

Member?: (Y / N)

<i>For Official Use Only</i>
Acre Meter Start _____
—
Acre Meter End _____

EQUIPMENT RENTED

ITEM

Rental Rate:

_____ Per Acre

_____ Delivery Fee

RENTAL TERMS AND CONDITIONS

1. The RENTER shall keep and maintain the rented equipment during the terms of the rental at his own cost and expense. He shall keep the equipment in a good state of repair, normal wear and tear exempted.
2. The RENTER shall pay the OWNER full compensation for replacement and/or repair of any equipment which is not returned because it is lost or stolen or any equipment which is damaged and in need of repair to put it into the same condition it was in at the time of rental, normal wear and tear exempted. The OWNER's invoice for replacement or repair is conclusive as to the amount RENTER shall pay under this paragraph for repair or replacement.
3. The RENTER shall not remove the equipment from the address of the RENTER or the location shown herein as the place of use of the equipment without prior approval of the OWNER. The RENTER shall assume all responsibility for all damage, injury, and fines during transportation.
4. The RENTER shall inform the OWNER upon demand of the exact location of the equipment while it is in the RENTER's possession.
5. Acceptance of returned equipment by OWNER does not constitute a waiver of any of the rights OWNER has under the rental agreement.
6. The RENTER shall allow OWNER to enter RENTER's premises where the rented equipment is stored or used at all reasonable times to locate and inspect the state and condition of the rented equipment. If the RENTER is in default of any of the terms and conditions of this agreement, the OWNER, and his agents, at the RENTER's risk, cost and expense may at any time enter the RENTER's premises where the rented equipment is stored or used at all time and recover the rented equipment.
7. The RENTER shall not pledge or encumber the rented equipment in any way. The OWNER may terminate this agreement immediately upon the failure of RENTER to make rental payments when due, or upon RENTER's filing for protection from creditors in any court of competent jurisdiction.
8. The OWNER makes no warranty of any kind regarding the rented equipment, except that OWNER shall replace the equipment with identical or similar equipment if the equipment fails to operate in accordance with the manufacturer's specifications and operation instructions. Such replacement shall be made as soon as practicable after RENTER returns the non-conforming equipment.
9. RENTER indemnifies and holds OWNER harmless for all injuries or damage of any kind for repossession and for all consequential and special damages for any claimed breach of warranty.
10. The RENTER shall pay all reasonable attorney and other fees, the expenses and costs incurred by OWNER in protection of its rights under this rental agreement and for any action taken by OWNER to collect any amounts due the OWNER under this rental agreement.
11. The RENTER shall give the OWNER permission to share the information about the acreage covered by the equipment.
12. The RENTER shall present proof of a valid Certificate of Insurance prior to renting the equipment. The RENTER's insurance shall be valid for the entire duration of the rental.

13. RENTER shall be charged at a rate in accordance with their current CRWFA membership status. If the RENTER indicates that they are a CRWFA member and they are charged a discounted CRWFA membership rate and it is found that they are not a current CRWFA member at the time of the rental, they shall be charged the CRWFA membership fee of fifty dollars (50\$).

14. These terms are accepted by the RENTER upon delivery of the terms to the RENTER or the agent or other representative of RENTER.

Date: _____

RENTER: _____

OWNER: _____

Connecticut River Watershed Farmers Alliance

Note: This summary of the rental agreement has no bearing on the original contract. Its purpose is to provide a reference and summary of the terms and conditions.

- The Renter must have valid insurance for the entire equipment rental period and provide CRWFA with proof of insurance prior to rental period;
- The Renter is responsible for the seeder while in their possession, including damages and theft (excluding normal wear and tear);
- The Renter will be charged for any damaged or missing parts to the seeder;
- Normal wear and tear is expected and the Renter will not be charged for it;
- Do not move the seeder off of your property without consent from Steve Stocking;
- Steve Stocking must have access to the location of the drill and may pick it up if timely payment is not received;
- Do not sell or rent the seeder;
- If the seeder does not work, we will do our best to fix it or let you use the other seeder;
- The Renter may not sue us for injuries or damages caused by using the seeder;
- If CRWFA needs to employ an attorney to collect overdue rental payments, the Renter will be responsible for any attorney fees;
- We may share the location and acres covered by the seeder to the Agency of Agriculture for the purposes of our grant which purchased the seeder;
- If the Renter is a CRWFA member, they will be charged the discounted member rate. If the Renter is not a current member but claim to be, they will be charged the cost of membership.

No-Till Rental Agreement Checklist

REQUIRED AT TIME OF DELIVERY

- Certificate of Insurance
- Recommended seed depth
- Seed size
- Recommended pounds per acre
- Tractor that will be used at time of planting
- Tractor Operator

REQUIRED BEFORE PICKUP

- FSA map (If you need help getting maps from FSA, please call Jennifer Byrne at 802-369-3167)
- Payment **in full**