

Rockingham and Strafford County Small Farm Nutrient Management Initiative Aerator Rental Agreement

The goal of the Rockingham and Strafford County Small Farm Nutrient Management Initiative is to improve soil health and protect water quality in and around the Great Bay watershed through improved nutrient management practices

LESSEE		LESSOR	
Name:		Name:	Strafford County Conservation District
Street:		Street:	264 County Farm Road
City, State, Zip:		City, State, Zip:	Dover, NH 03820
Phone:		Phone:	603-749-3037
E-mail :		E-mail :	info@straffordccd.org
Contact:		Contact:	Alena Warren

Equipment: AerWay Soil Aerator **Model:** AWMP-075-AG-4

Rental Term Begins: _____ Rental Term Ends: _____ Acres Intended: _____

Address that the equipment will be used: _____ City, State Zip _____

Rental Rate: \$70.00 per day and \$5.00 per acre. Minimum total charge of \$75.00. Maintenance Deposit: \$50.00.

Payment shall be due upon signing the rental agreement. Lessee is responsible for returning the aerator in good condition. The unit should be fully cleaned. A minimum charge of \$50.00 will be assessed if the unit is not clean, and in good condition upon return. A convenience fee of \$5.00 will be added for any credit card payments, including an additional \$5.00 added to the \$50.00 maintenance deposit should the unit be returned in anything other than good condition. Rental is at the discretion of the Board of Supervisors. The Strafford and Rockingham County Conservation Districts retain the right to refuse rental for any reason.

Use and Care: Lessee is required to follow all safety and operational procedures as outlined in the User Manual, and is required to read and follow all safety procedures as outlined in ADMA Safety Manual. Lessee is also required to review the safety and maintenance features with a Conservation District Representative.

Additional Terms & Liability: Towing will be allowed if within Strafford or Rockingham County with a vehicle equipped for towing. The Lessee will abide by all applicable traffic laws and will never exceed a safe traveling speed. The Lessee will never tow the equipment on limited access highways. Lessee will pay the cost of transporting the Equipment from Lessor's place of business and returning in thereto. Such transportation shall take place during the term hereof. If Lessee fails to return the equipment promptly at the end of the term, additional rental fees shall be payable for each day prorated at one and one-half times the normal rate. Lessee is responsible for any damage to the transporting vehicle or the spreader itself during transport. Lessee shall indemnify Lessor against all loss or damage to the Equipment while it is out of the Lessors possession. Damage to the equipment shall not abate or excuse making the prescribed rental payments. Lessee agrees to use and care for the Equipment in a careful and prudent manor, to pay all operation maintenance expenses while the Equipment is out of the possession of the Lessor, and to make at his/her expense, any and all repairs. The Equipment shall be returned to Lessor in as good condition as received, reasonable wear and tear expected. If upon its return to Lessor, the Equipment is not in such good condition, Lessor may repair and Lessee will pay the cost of any such repairs. Lessee assumes all risk and liability for and shall hold Lessor and its assigned 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 his/her expense will carry insurance with minimum general liability in the amount of \$300,000.00 per occurrence for bodily injury and property damage.** Neither the Lessor, its assigns, the wholesale distributor, nor the Manufacturer shall be liable for any incidental or consequences damages which may result from any failure or use of the Equipment. **The Lessee must provide a Certificate of Insurance that displays these terms and the Certificate must list The District as Additional Insured.**

LESSEE SIGNATURE _____ DATE _____

Conservation District Representative _____ DATE _____