



# WHITE RIVER NATURAL RESOURCES CONSERVATION DISTRICT

28 Farmvu Dr, White River Junction, VT 05001  
whiterivernrcd@gmail.com ~ 802-369-3167

*Finding Local Solutions to Our Natural Resource Concerns*

## No-Till Drill Rental Program Rental Agreement

This agreement between the White River Natural Resources Conservation District (White River NRCD) and the renter must be completed prior to rental. The information collected below will help the White River NRCD track, maintain, and improve the No-Till Drill Rental Program.

### RENTER

Name: \_\_\_\_\_  
Mailing Address: \_\_\_\_\_  
Phone Number: \_\_\_\_\_  
Email: \_\_\_\_\_  
Primary Contact: \_\_\_\_\_

Rental Agreement #  
*(office will complete)*

### White River NRCD

Name: White River Natural Resources Conservation District  
Mailing Address: 28 Farmvu Drive White River Jct, VT 05001  
Phone Number: (802)369-3167  
Email: whiteriverNRCD@gmail.com  
Contact: Marina Welch, District Manager White River NRCD

Condition/remarks

### JOB INFORMATION

Rental term begins on \_\_\_\_\_ and ends on \_\_\_\_\_.

Acres of use intended: \_\_\_\_\_

Activity/use of drill including crop type: \_\_\_\_\_

*Ex) 40 acre pasture interseeded with 15 lbs of clover grass mixture*

Equipment will be used at: (County) \_\_\_\_\_ (Town) \_\_\_\_\_ (State) \_\_\_\_\_

Equipment: Haybuster 107C All Purpose Drill

### PAYMENT

The rental fee is currently \$3 per acre. This fee helps the district cover administrative and maintenance costs. Please send a check to the mailing address listed above and made out to the White River NRCD. You will receive a signed copy of this rental agreement along with a receipt of payment.

*By Signing the White River NRCD No Till Rental Agreement, the Renter agrees to the terms and conditions set forth in Appendix A: Terms and Conditions.*

RENTER SIGNATURE

White River NRCD Signature

### BOARD OF SUPERVISORS

LAURENCE ALLEN    PEGGY AINSWOTH    RICHARD HARVEY    LARRY MARTIN    JANET ANGELL  
Chair                      Vice Chair                      Secretary/Treasurer                      Supervisor                      Supervisor  
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**White River NRCD No Till Drill Rental Program and Rental Agreement**  
**Appendix A: Terms and Conditions**

White River Natural Resources Conservation District, hereinafter called White River NRCD, agrees to rent the following equipment: **HAYBUSTER 107C ALL PURPOSE DRILL** to the following company or person: \_\_\_\_\_, hereinafter referred to as RENTER, under the following terms and conditions:

1. **Equipment Rented:** Haybuster 107C All Purpose Drill. Overall width: 10ft 3 in. with 7in road clearance. Double tongue hitch required. Ground driven.
2. **Rental Rate:** The current rental fee is \$3 per acre. This fee helps the White River Conservation District maintain program administration, maintenance, and upkeep costs.
3. **Rental Period:** The rental and related charges shall commence on the day the equipment is picked up and shall terminate on the date the equipment is returned.
4. **Transportation:** Towing is allowed if within 25 miles of origin at a speed not to exceed 30mph with a vehicle equipped with a double tongue hitch. RENTER must be responsible for any damage to their own vehicle or the implement itself during transport. The RENTER is responsible for arranging transportation of the equipment from origin (Either host site or previous RENTER).
5. **Storage:** During the rental season, the equipment may be stored at the RENTERs property until the next customer. The RENTER is responsible for picking up the equipment at the beginning of the rental period. Alternative arrangements may be made with the White River NRCD.
6. **Ownership:** The equipment is, and shall at all times remain, the property of White River NRCD.
7. **Renter's Responsibility:** Any damage and associated repair or replacement costs caused to the equipment beyond reasonable wear and tear and deemed "preventable" is the responsibility of the RENTER. Preventable damage includes inappropriate use, inappropriate loads, or general negligence.
8. **Warranty:** White River NRCD makes no claims as to the condition of equipment upon rental. It is the responsibility of the RENTER to examine the equipment for structural quality prior to use and to abide by procedures as outlined in the Standard Operating Procedures provided to RENTER.
9. **Instructions:** RENTER agrees that he/she has been/will be given adequate instructions on the use of the equipment before use and RENTER has been properly warned about the risks of harm associated with the use of the equipment. The Renter shall either a) attend a workshop or b) allow for in field technical assistance from White River staff or partners.
  - a) RENTER agrees that he/she possesses the proper experience to use the equipment safely.
  - b) RENTER will use the equipment following the White River No Till Drill Standard Operating Procedures.
  - c) RENTER agrees to follow Vermont's Best Management Practices as published.
10. **Alterations:** No alterations or repairs may be made to the equipment by RENTER during the rental period unless arrangements have been approved by White River NRCD.
11. **Assignment:** Neither this agreement nor the equipment may be assigned, transferred, or be in any way encumbered by RENTER without the written consent of White River NRCD.
12. **Validity:** By its verbal or written authorization to White River NRCD, RENTER accepts the terms and conditions of this Agreement and agrees to return a signed copy of the Agreement to White River NRCD.
13. **Maintenance:** Proper care and maintenance of the equipment during its field use will be the responsibility of RENTER. Equipment, which is returned in poor condition requiring cleaning or repairs due to abnormal wear and tear, will be brought back to rentable condition at the expense of RENTER. The White River NRCD will be responsible for upkeep and maintenance related to wear and tear (i.e. seed tubes, coulters, road tires)
14. **Default and Remedies:** RENTER shall be deemed to have breached this Agreement if RENTER
  - a) defaults in any payment;
  - b) defaults in any of the terms herein and such default shall continue uncorrected for ten (10) days after written notice thereof to RENTER by White River NRCD; OR
  - c) becomes insolvent, or if a petition is filed by or against RENTER under the Bankruptcy Act or any other law for relief of debts.

12. **Default and Remedies (continued):** RENTER shall be deemed to have breached this Agreement if RENTER In the event of any default, White River NRCD may declare the entire amount of unpaid rental payments immediately due and payable to White River NRCD and may immediately terminate this Agreement. In the event of such termination, RENTER agrees to immediately return the equipment to White River NRCD or pay the costs for a replacement of approximately \$30,000 or RENTER agrees White River NRCD may enter into the premises where the equipment is located and remove same. All costs and expenses, including legal fees incurred in execution of this section of the Agreement will be paid by RENTER.
15. **Governing Law:** This Agreement shall be governed by and construed for all purposes in accordance with the laws of the State of Vermont.
16. **Liability:** RENTER shall accept responsibility and liability for all personnel and sub-contractors used by it. RENTER shall also keep safe and hold harmless White River NRCD and assume the entire risk and liability for all and any suits, claims, causes of action, liability and damages of any kind, whether direct or consequential, brought asserted or recovered against RENTER, by third parties. Furthermore White River NRCD shall not be liable for any loss of use, profit or product or for expenses or liabilities incurred by RENTER whether or not such losses are caused or claimed to be caused by the operation, non-operation or any use whatsoever of the services or equipment provided by White River NRCD in connection with this Agreement.
17. **RENTER,** for the lease herein and other good and valuable consideration does hereby remise, release and forever discharge White River NRCD and its successors and assigns, of and from any and all manner of actions, causes of action, suits, controversies, agreements, trespasses, damages, judgments, executions, claims and demands whatsoever, which against the said White River NRCD and its respective successors and assigns RENTER ever had, now has or which his/her successors or assigns hereafter can, shall or may have for, upon or by reason of any matter, cause or things whatsoever, as it may relate to RENTER's lease and use of the equipment noted and this lease agreement.

A Technical Assistance Provider will be available to those interested in using the Haybuster 107c All Purpose Drill. All Renter's must either attend an approved no-till workshop/seminar or accept in field technical assistance. Please contact the White River NRCD to arrange technical assistance. Technical providers include, but are not limited to

Marina Welch, District Manager  
 White River NRCD  
 Office: (802)295-7942 X 112  
 Email: [whiteriverNRCD@gmail.com](mailto:whiteriverNRCD@gmail.com)

Larry Martin, Supervisor  
 White River NRCD  
 Bradford, VT  
 Phone: (802)249-2064

**WHITE RIVER NATURAL RESOURCES CONSERVATION DISTRICT**

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District Manager, White River NRCD

Date

**RENTER**

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RENTER SIGNATURE

Date

Renter printed name: \_\_\_\_\_