

Clarion Conservation District  
249 S 2<sup>nd</sup> Ave, Clarion, PA 16214  
Tel 814-227-5530  
mazikccd@gmail.com  
www.clarionconservation.com



### No-Till Drill Rental Agreement

This Agreement, made by and between Clarion Conservation District, 249 S 2<sup>nd</sup> Ave, Clarion, PA 16214 (“Lessor”) and \_\_\_\_\_ (“Lessee”).

It is agreed:

LEASE. Lessor hereby leases to Lessee, and Lessee hereby leases from Lessor:

- A) Great Plains End Wheel No-Till Drill, Model No. 706NT-1075, Serial No. GP-2117WW (7’ Drill “Equipment”) for the following rent payable in the following manner:

**\$12.00\* per acre payable** to the Clarion Conservation District within 30 days.

\*Farm Bureau Members may be eligible for a discount.

Plus daily fees if not returned or transported when directed by Clarion Conservation District as follows:

Day 1 - no charge

Days 2 – 5 - \$25.00 per day

Days 6 – 10 - \$50.00 per day

Consideration will be made for inclement weather and other unforeseen circumstances at the discretion of the District. These daily fees will be assessed at the discretion of the Clarion Conservation District.

**INSURANCE. Lessee shall carry \$1,000,000 limit liability and property damage insurance covering the equipment and its use. All such insurance shall be a form and amount approved by Lessor.**

**Pictures shall be sent to the Clarion Conservation District before and after each use to verify no damage to the equipment. Pictures may be emailed to mazikccd@gmail.com or texted to 814-227-5530.**

DELIVERY AND RETURN: The Lessee will be responsible for picking up the equipment and returning it to the Clarion Conservation District OR other predetermined locations that are coordinated by Clarion, at the Lessee’s expense. In the event where Clarion Conservation Districts are obligated to pick up the Drill, a flat fee of \$100.00 will be assessed.

NO WARRANTIES BY LESSOR. Lessor makes no warranty, expressed or implied, to anyone as to the fitness, merchantability, design, condition, capacity, performance or any other aspect of the equipment or its material or workmanship. Lessor further disclaims any liability for loss, damage, or injury to Lessee or third parties as a result of any defects, latent or otherwise, in the equipment, whether arising out of Lessor’s negligence or application of the laws of strict liability. As to Lessor, Lessee leases the equipment “as is”.

CARE, USE AND LOCATION. Other than normal maintenance, the Lessee, at its own cost and expense, shall maintain and keep the equipment in good repair, condition and working order, shall use the equipment

lawfully and shall not alter the equipment without Lessor's prior written consent. Lessee will completely clean out all seed from the equipment and ensure the equipment is in working order before the equipment is transported to the next location. If seed is not completely cleaned out when returned or moved to the next lessee, a \$100 fee will be assessed. The equipment shall be used at the following location(s):

On land owned and/or operated by the lessee.

The equipment shall not be removed from the location(s) above without Lessor's written consent. Lessor shall have the right to inspect the equipment at any reasonable time.

INDEMNITY. Lessee shall hold Lessor and/or the Clarion Conservation District harmless from, and defend Lessor and/or the Clarion Conservation District against, any and all claims, actions, suits proceeding costs, expenses, damages and liabilities, including attorney's fees, arising out of, connected with, resulting from Lessee's use of the equipment or this Lease.

BAD DEBT POLICY: Any party who fails to make payment for use of District owned equipment will be ineligible for any future technical or financial support from the District, including any and all District delegated programs.

MISCELLANEOUS. This Lease shall inure to the benefit of and is binding upon the heirs, personal representatives, successors and assigns of the parties hereto.

RENTAL ORDER: The equipment will be rented on a first come first serve basis at the discretion of Conservation District Staff. The order of lessee's equipment use can be changed at any point due to including but not limited to any of the following reasons:

1. A Lessee is planting a crop with specific planting dates that need to be achieved in order to successfully establish a crop with enough time to mature and be harvested in accordance with our USDA established Crop Management Zone (CMZ).
2. A Lessee needs to plant a cash/commercial crop critical to the farm income and operation.
3. Several Lessee's farm locations are near one another where it can be used in a timely manner.

DENIAL OF LEASE: At the discretion of the District, a Lessee can be denied use of any District owned equipment including but not limited to one or more of the following reasons:

1. The Lessee is currently or has been in bad debt with the District.
2. The Lessee has been observed using or is believed to be using the equipment in conditions that could damage the equipment, such as extremely rocky areas, areas with stumps or roots, or areas where trees or other obstacles can damage equipment.
3. The Lessee has not completed state required plans described in the PA Clean Streams Law, Chapters 93, 102, or 105 as directed by the District.

**Clarion Conservation District, Lessor**      **Date:** \_\_\_\_\_, 20\_\_\_\_

Signature: \_\_\_\_\_

Printed Name: \_\_\_\_\_

**Lessee:**      **Date:** \_\_\_\_\_, 20\_\_\_\_

Signature: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Address: \_\_\_\_\_

\_\_\_\_\_

Email: \_\_\_\_\_

Phone: \_\_\_\_\_