



Saratoga County Soil & Water Conservation District

50 West High Street Ballston Spa NY 12020

(518) 885- 6900

www.saratogacountyny.gov

No-Till Drill Lease Agreement/Policy 2021

Agreement entered into on _____, 20____, is by and between _____ the
"Lessee," residing at _____, _____, _____
Phone # _____, and the Saratoga County Soil & Water Conservation District (hereinafter
"SWCD") for the lease of a Sunflower No-Till Drill (hereinafter the "Drill") between the dates of _____ and
_____. This rental period includes the date of delivery of the Drill to the Lessee and ends on the date
of equipment pick up by SWCD.

In consideration of this Lease Agreement, the Lessee agrees to the following terms and conditions:

- 1.) No person other than the Lessee shall use or operate the Drill.
- 2.) The Lessee agrees that the rates provided for in this Agreement are based on the acres counted on the acre meter of the Drill. It is anticipated that _____ acres will be tilled.
- 3.) The fee for the lease of the Drill is a minimum fee of \$75 (up to 5 acres), any acres above five will be charge an additional \$15 per acre for Drill use within Saratoga County, plus 7% Sales Tax unless a Tax-Exempt Certificate is on file with SWCD.
- 4.) Full rental payment must be made upon completion of seeding. An 18% per annum late fee will be added for invoices not paid when due. Lessee will be responsible for all reasonable attorneys' fees and costs if collection action need to be taken. A \$30.00 fee will be added for checks returned for insufficient funds.
- 5.) SWCD shall deliver and pick up the Drill from the Lessee. SWCD will pick up the Drill within 3 days of Drill delivery OR when the seeding is completed, whichever comes first unless prior arrangements are made. No persons beside a SWCD employee may transport the Drill from the Lessee's property.
- 6.) Lessee agrees to provide a Certificate of Insurance to the SWCD prior to the rental period in the minimum coverage amounts of \$500,000 (if road travel is necessary), \$300,000 (if no road travel is necessary). The Certificate of Insurance must name the SWCD as an additional insured and provide proof of coverage of the Drill in an amount no less than \$27,000.00.
- 7.) The SWCD shall use reasonable care to ensure the Drill is in proper working condition before delivery to the Lessee. If Lessee so requests, the Drill will be operated in the SWCD's presence at the time of delivery. Lessee shall note and make known to SWCD at the time of delivery or demonstration of any damage or other problems with the Drill.
- 8.) Lessee agrees to care for the Drill properly, to use at least a 70 Horse Tractor to use the Drill, to use it within its rated capacity, to not repair, modify or adjust the Drill and to notify SWCD immediately of any accidents, disabilities or failures concerning the Drill. Lessee further agrees to cease use of equipment if it malfunctions during use and to report any issues or defects immediately.



- 9.) If any technical assistance is required with the Drill prior to, during, or after its use, Lessee shall immediately contact SWCD to request said assistance.
- 10.) Lessee agrees to pay for all damage to the Drill resulting from causes other than normal wear and tear.
- 11.) SWCD shall not be liable for lost time or any special damages if for any reason the Drill shall become inoperable.
- 12.) Lessee agrees to supply all tools, equipment, and labor incidental to seeding.
- 13.) No photos/video/images taken of the No-Till Drill can be used without expressed permission of SWCD.
- 14.) Lessee shall not load commercial fertilizers in the Drill. Any damage to the Drill resulting from Lessee loading commercial fertilizers into the Drill shall not constitute normal wear and tear and will be the responsibility of the Lessee.
- 15.) Lessee agrees to thoroughly clean all seed out of seed compartments and remove excess debris from disk units, run assembly, etc. after Drill use. Failure to do so will result in a \$100 cleaning fee.
- 16.) SWCD reserves the right to immediately repossess the Drill due to weather, field conditions, or any other reason it sees fit.
- 17.) Lessee agrees and understands that SWCD is not responsible for failure of the seeding.
- 18.) Lessee shall be responsible for all reasonable attorney's fees to enforce any provision of this Agreement.
- 19.) **INDEMNIFICATION:** Lessee assumes all risk and liability arising from Lessee's use of the Drill and agrees to indemnify and hold SWCD harmless from all claims, liens, losses, damages, penalties, liability, costs and expenses, and attorney's fees in connection therewith, as well as and including any claims, demands, suits, or causes of action, etc. which Lessee may have arising from the acts or omissions of SWCD including its agents, servants, contractors, or employees.
- 20.) **WARRANTIES:** SWCD makes no representations or warranties, expressed or implied, as to the Drill, including the implied Warranty of Merchantability and Fitness.
- 21.) **ENFORCEABILITY:** If any term of this Agreement or the application thereof to any person or circumstances shall to any extent be held by a Court of competent jurisdiction to be invalid or unenforceable, the remainder of the Agreement shall not be affected thereby and shall be valid and enforced to the fullest extent possible permitted by law.
- 22.) **WAIVER:** Failure or delay of SWCD to exercise any right under this Agreement shall not be considered a waiver of that right.
- 23.) **MODIFICATION:** There shall be no oral modification of this Agreement.
- 24.) **ASSIGNMENT:** This Agreement may not be assigned by Lessee.

Lessee Signature

District Signature