

Merrimack County Nutrient Management/Soil Health Initiative  
***Mechanical Aerator Rental Agreement***

Lessee Name:  
Address:  
City, State, Zip:  
Phone: \_\_\_\_\_ Email:  
Rental Term Begins: \_\_\_\_\_ Rental Term Ends: \_\_\_\_\_  
Address where the equipment will be used:  
Acres Intended: \_\_\_\_\_ Check Here if Using for Manure Injection: Liquid Semi-Solid

**Rental Rate: \$100.00 Rental Fee, \$10/ Acre for Each Additional Acre Over 10 Acres.** 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 \$80.00 will be assessed if the unit is not clean, and in good condition upon return. Rental is at the discretion of the Board of Supervisors. ***The Merrimack County Conservation District 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 Merrimack 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 aerator 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:

**\* For MCCD use only below this point**

Insurance      Payment

Lessor Signature: \_\_\_\_\_ Date: