



Merrimack County Conservation District

10 Ferry Street, Suite 211, Concord, NH 03301

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Model RB448 Plastic Mulch Layer with Drip Attachment Rental Agreement and Release

Lessee Name: _____

Address: _____

City, State, Zip: _____

Phone: _____ Email: _____

Rental Term Begins: _____ Rental Term Ends: _____

Address where the equipment will be used: _____

Lessor: Merrimack County Conservation District

Equipment : Model RB448 Plastic Mulch Layer with Drip Attachment

Size: Adjustable for use with 3' or 4' plastic mulch rolls, creates 4" tall and 30" wide beds

Requirements: 30-35 HP Tractor. Lessee must provide their own plastic mulch and drip tape.

Rental Rate: \$100/day Minimum Charge: \$100/use

Cleaning Fee: \$100 cleaning fee will be charged if the plastic mulch layer is not thoroughly cleaned.

Payment shall be due upon signing the rental agreement. Lessee is responsible for returning the equipment in the same condition as it was when picked up. It must be cleaned and grease fittings must be greased after each use.

Transportation: Transportation is allowed within Merrimack County. Lessee will be responsible for any damage to their own vehicle or the implement itself during transport. Travel outside of Merrimack County may be permitted pending the approval of the MCCD Board of Directors.

Above rates do not include the cost of transportation or the fee to load. The Lessee is responsible for arranging transportation of the plastic mulch layer to and from Boscawen, NH. The above-named Lessor hereby leases to the above-named Lessee the equipment listed herein ("Equipment") for the term and with the rental payments set out above. Rental payments shall be made to the Lessor at the address shown above. Lessee will pay the cost of transporting the Equipment from Lessor's place of business and returning it thereto. Such transportation shall take place during the term hereof.

Lessee shall indemnify Lessor against all loss or damage to the Equipment while it is out of Lessor's possession. Damage to the Equipment, other than a total loss, shall not abate or excuse the making of prescribed rental payments. The Lessor reserves the right to refuse rentals.

Lessee agrees to use and care for the Equipment in a careful and prudent manner, to pay all operation and 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 excepted. If, upon its return to Lessor, the Equipment is not in such good condition, Lessor may repair it and Lessee will pay the cost of any such repairs at Lessor's regular shop rates.

Lessee assumes all risk and liability for and shall hold Lessor and its assigns 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 own expense will carry insurance with minimum general liability limits in the amount of \$300,000 per occurrence for bodily injury and/or property damage. Neither Lessor, its assigns, the wholesale distributor, nor the Manufacturer shall be liable for any incidental or consequential 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 Merrimack County Conservation District as Additional Insured.

Lessee Signature: _____ Date: _____

Lessor Signature: _____ Date: _____

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