

LACKAWANNA CONSERVATION DISTRICT
NO-TILL DRILL-RENTAL POLICY AND AGREEMENT

2018

FEES: \$15.00 per acre for the 2018 planting season.

Discounts: \$5.00 per acre discount for cover crops (\$10.00)

****Those enrolled in special programs may have additional discounts and incentives agreed upon with the District**

Due to the surrounding counties cutting back or discontinuing their No-till programs, our Conservation District Board has agreed to service their farmers. However, we will give a higher priority to Lackawanna County Farmers. In addition, out-of-county farmers will be charged \$1.00 per towing mile for towing from the Lackawanna County line to their farm and return.

LATE CHARGES: While no late charges will be incurred for past due bills, the no-till seeder will not be rented to any person with an unpaid balance on any previous no-till account.

DISCLAIMER: Lessee shall be liable for all expenses, personal injury, property damage and claims arising out of its possession, operation and transportation on the no-till seeder and shall hold the Lackawanna County Conservation District, Lackawanna County and its assigns harmless therefrom. The lessee also agrees not to hold the district liable for crop loss or failure arising out of the use of the no-till equipment.

- Lessee shall allow the Lackawanna Conservation District, its agents and employees ingress, egress and regress over and upon the lands of the lessee for the purpose of retrieving machinery upon lessee's completion of its use and agrees to hold the Lackawanna County District harmless from any damage to the lessee's real estate as a result thereof.

- The lessee shall promptly notify the Lackawanna Conservation District upon completion of the use of the seeder. All unused seed should be removed from seed boxes and trailer bar should be locked in place at time of pickup.

- The lessee does remise, release, quit-claim, and forever discharge and by these presents for the lessee, their Heirs, Executors, Administrators, Successors, or Assigns.

- The lessee, on behalf of his/her Executors, Administrators, Successors, or Assigns, hereby remise, release, quit-claim and forever discharge the said Lackawanna Conservation District, their Heirs, Executors, Administrators, Successors, or Assigns, and every of them, of and from all, and all manner of action and actions, cause and causes of action and

actions, suits, debts, dues, duties, sum and sums of money, account, reckonings, bonds, bills, specialties, covenants, contracts, agreements, promises, variances, damages, judgments, extents, executions, claims, and demands, whatsoever, in law or equity, or otherwise howsoever, which against the said lessee ever had, now have, or which Lackawanna Conservation District, their Heirs, Executors, Administrators, Successors, or Assigns, hereafter can, shall or may have, for, upon, or by reason of any matter, cause or thing whatsoever by reason of rental of no-till seeder and no-till planter which lessee acknowledges is inherently dangerous.

***This agreement is for the entire 2018 season regardless of the number of times the equipment is delivered to the farm.**

I have read the above policy and agree to abide by the terms and conditions.

Print Name (Lessee)

Sign Name (Lessee)

Print Name (C.D. Staff)

Signature (C.D. Staff)

Dated: _____, 2018