

HANOVER-CAROLINE SOIL AND WATER CONSERVATION DISTRICT NO-TILL SEEDER LEASE AGREEMENT

The Hanover-Caroline Soil and Water Conservation District agrees to lease to the undersigned landowner, and the undersigned landowner agrees to lease from the District, the District's Haybuster Seeder Model 107, or Model 77 upon the following terms and conditions:

1. All fields to be seeded must be inspected and approved in advance by a District Representative. The seeder will be used on such approved fields only.
2. The seeder will be used only on land in Hanover and Caroline Counties unless permission is granted in writing in advance from a District representative for use elsewhere. **Citizens living outside of Hanover or Caroline County are required to transport the drill on a flatbed.**
3. The Landowner agrees to make a payment in advance in the amount of **\$100.00**, such payment to be for use of the seeder on 10 acres of land. Any acreage over this minimum will be charged at the rate of **\$10.00** per acre as measured by the acre-meter on the seeder, and the balance of payment, if any, is due within 30 days of billing date, failure to do so will result in lessee agreeing to pay all cost of collecting, including court cost and reasonable attorney fees. A finance charge will be added to the unpaid balance at a rate of 18% per annum (1.5% per month). A minimum of **\$2.00** will be charged to the past due accounts. If there is reasonable doubt as to the accuracy of the acre-meter, or suspicion that the meter has been tampered with, the balance of the charge due will be determined by estimation of acreage according to Farm Service Agency (FSA) and Natural Resources Conservation Service (NRCS) maps. If any check, draft, credit card, debit card, electronic funds transfer or other means of payment tendered for payment or any other sums due the Hanover-Caroline SWCD is subsequently returned for insufficient funds or because there is no account or the account has been closed, the person by whom such check, draft, credit card, debit card, electronic funds transfer or other means of payment was tendered shall be subject to a service charge of \$35.00 for the processing of the returned check, draft, credit card, debit card, electronic funds transfer or other means of payment.
4. User will furnish a tractor of at least 50 horsepower and adaptable couplings for the tractor for use with the seeder.
5. The lessee agrees not to use the seeder in the application of fertilizer.
6. The lessee agrees to clean the seeder, and its seed boxes, as well as to lubricate the seeder immediately after its use and before the next user acquires possession of the seeder, as directed by the District representative; a **\$500.00 fee** will be assessed for failure to do so.
7. The lessee is responsible for the moving of the seeder from the storage area to his/her land.
8. The lessee agrees to and accepts responsibility for any damage to the seeder beyond normal wear and tear; the determination of damage beyond normal wear and tear shall be made by the District representative.
9. The lessee agrees to contact the Hanover-Caroline Soil and Water Conservation District office at (804) 537-5225 (Hanover) immediately upon completion of use thereof in order that transfer of the seeder to the next user may be made without delay.
10. A **\$75.00 fee** will be assessed if lessee fails to return seeder at time arranged with District representative, unless District representative is notified ahead of the arranged time.
11. The lessee agrees to hold the District harmless for any and all liability associated with use of the seeder by the lessee or his agents or representatives or employees whether such liability may be incurred in the field or during transportation to and from the field, and including transportation over highways. **CANNOT GO ON INTERSTATE. MAXIMUM ROAD SPEED IS 20 MPH.**
12. The lessee acknowledges having been fully informed of proper pre and post seeding management practices, and understands the importance of following these practices in order to provide good stand establishment and yield; the lessee further understands that the District assumes no liability whatsoever for the success or failure of the crop as a result of the use of this seeder.

I hereby agree to abide by the foregoing terms and conditions of this lease.

Hanover-Caroline Soil and Water Conservation District

Lessee

Date

District Representative

Date



Hanover-Caroline Soil & Water Conservation District

13224 Hanover Courthouse Road, Suite 201

Post Office Box 446

Hanover, Virginia 23069-0446

(804) 537-3009

We work with the people who work the land.

No-Till Drill Customer check list upon return

7' Drill

10'Drill

- ___ Returned hydraulic adapters if used
- ___ Make sure hydraulic lines are tied up tightly so that they do not drag in transport
- ___ All appropriate fittings have been greased
- ___ The seed boxes are clean and free of all seed
- ___ None of the springs are broken
- ___ Pins and bolts are all in place
- ___ The seed tubes are not broken
- ___ The tires are in good condition
- ___ The body has no dents or scrapes
- ___ The slow-moving vehicle sign is in place

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NO-TILL SEEDER LEASE AGREEMENT (LESSEE COPY)**

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Hanover-Caroline Soil and Water Conservation District

~~Original agreement signed and on file in District Office~~
Lessee

Date

District Representative

Date