



Aerator Rental Application

The Aerator Rental Program is managed by the Winooski Natural Resources Conservation District. This program is provided as a service to local farmers. In order to help us better serve your needs, please **fill out this form in its entirety**.

Applicant Information

Name: _____

Farm/Business: _____

Address/Phone/Email: _____

Dates the aerator will be used: _____ to _____

Acres to be aerated:

Land Use	Total Acreage
Annual Cropland	
Alfalfa, Grasses, Mixes	
Pasture	

Field Numbers (if available): _____

Payment Terms

Rental rates are **\$3.00 per acre**. Payment must be made to WNRCD within **15 days** of the rental start date. Checks should be sent to WNRCD, 617 Comstock Road, Suite 1, Berlin, VT 05602.

By signing below the RENTER agrees to the terms and conditions set forth in Appendix A of this document.

RENTER

Authorized Representative Signature

Date

WINOOSKI NATURAL RESOURCES CONSERVATION DISTRICT

Authorized Representative Signature

Date

Printed Name: Laura Dlugolecki

300 Interstate Corporate Center, Suite 200, Williston VT 05495

802-288-8155 x 104

Appendix A

Terms and Conditions

The Winooski Natural Resources Conservation District, hereinafter called the District, agrees to rent the one 10 foot aeration tiller to the following company or person: _____, hereinafter referred to as the RENTER, under the following terms and conditions:

Operations and Maintenance

1. The equipment is, and shall at all times remain, the property of the District.
2. Any damage and associated repair or replacement costs caused to the aerator beyond reasonable wear and tear and deemed "preventable" is the responsibility of the RENTER. Preventable damage includes inappropriate use, inappropriate loads, or general negligence.
3. No alterations or repairs may be made to the equipment during the rental period.
4. The RENTER agrees to pick up the equipment at its location. The RENTER is responsible for transportation of the equipment to his/her location and any costs incurred.
5. The RENTER agrees to make the equipment available after use, regardless of any factors (weather, work not completed, or personal issues).
6. The RENTER agrees to leave the equipment at an available location on his/her farm for pickup.
7. Maintenance: Proper care and maintenance of the equipment during its filed use will be the responsibility of the RENTER. Equipment, which is brought back in poor condition requiring cleaning or repairs due to abnormal wear and tear, will be brought back to rentable condition at the expense of the RENTER. The RENTER agrees to grease aerator fittings before the equipment's use.

General Provisions

1. The rent for the above equipment shall be \$3.00 per acre. RENTER shall pay to the District rent within fifteen (15) days of the rental start date.
2. Neither this agreement nor the equipment may be assigned or transferred by the RENTER.
3. By its verbal or written authorization to the District, RENTER accepts the terms and conditions of this Agreement and agrees to return a signed copy of the Agreement to the District.
4. Cost share funding from USDA NRCS or the Vermont Agency of Agriculture may be available to assist in the cost of using the aerator. Application for cost share is the responsibility of the RENTER and not the District. The District is in no way liable should the renter be unable to receive cost-share funds from the state or others for any reason.
5. The RENTER shall be deemed to have breached this Agreement if the RENTER (a) defaults in any payment; (b) defaults in any of the terms herein and such default shall continue uncorrected for ten (10) days after written notice thereof to RENTER by the District; OR (c) becomes insolvent, or if a petition is filed by or against RENTER under the Bankruptcy Act or any other law for relief of debts. In the event of any default, the District may declare the entire amounts of unpaid rental payments immediately due and payable and the District may immediately terminate this Agreement. In the event of such termination, RENTER agrees to immediately return the equipment to the District or RENTER agrees the District may enter into the premises where the equipment is located and remove the same. All costs and expenses, including legal fees incurred in the execution of this section of the Agreement will be paid by the RENTER.
6. This Agreement shall be governed by and construed for all purposes in accordance with the laws of the State of Vermont.
7. RENTER shall accept responsibility and liability for all personnel and sub-contractors used by the RENTER. RENTER shall also keep safe and hold harmless the District and assume the entire risk and liability for all and any suits, claims, causes of action, liability and damages of any kind, whether direct or consequential, brought of use, profit or product for expenses or liabilities incurred by RENTER whether or not such losses are caused or claimed to be caused by the operation, non-operation or any use whatsoever of the services for equipment provided by the District in connection with this Agreement.
8. RENTER, for the lease herein and other good and valuable consideration does hereby remise, release and forever discharge the District and its successors and assigns, of and from any and all manner of actions, causes of action, suits, controversies, agreements, trespasses, damages, judgments, executions, claims and demands whatsoever, which against the said District and it's respective successors and assigns RENTER ever had, now has or which his/her successors or assigns can, shall or may have for, upon, or by reason of any matter, cause or things whatsoever, as it may relate to RENTER's lease and use of the equipment noted and this lease agreement.