

Roller Crimper Use Agreement

The Three Rivers Soil and Water Conservation District, hereinafter called the Lessor, allow the undersigned lessee to use the no-till roller crimper and trailer (collectively known as the equipment) for on-farm use. The trailer is provided for the sole purpose of transport of the no till roller crimper. This equipment is available to the lessee at no charge.

The Lessee agrees that the equipment shall be used solely by the Lessee or his employees and for the purposes for which it was intended, that said equipment will be operated only by competent employees or the Lessee and shall not be used beyond its normal capacity.

The lessee will read and/or follow the prescribed operational and towing procedures for the equipment. The Lessee agrees to return all equipment in the same operating condition, order, repair and appearance as when received (ordinary wear and tear expected). The determination of damage beyond normal wear and tear shall be made by the District Representative. The Lessor has permitted the use of the equipment effective _____ and agrees to relinquish the equipment by _____. If circumstances such as weather or equipment breakdowns delay the equipment return, the lessee will notify the Lessor to have the date of return modified.

The Lessee shall, whenever requested, advise the Lessor of the exact location of the equipment. The Lessor or its representatives may, for the purpose of inspection, at all reasonable times, enter upon any job, building, or place where the equipment is located and may remove the same without notice to the Lessee, if the equipment is, in the opinion of the Lessor, being used beyond its capacity or is in any manner improperly cared for or abused.

The Lessee shall have no rights to sub-lease the said equipment.

Understanding this is a pilot program for evaluating the effectiveness of the said piece of equipment, the Lessee further understands that the Lessor assumes no liability whatsoever for the success or failure of the crop as a result of the use of the equipment. The lessee agrees to notify the Lessor immediately upon recognizing that the equipment is not functioning properly and upon completion of use of the equipment.

The Lessor agrees to provide the equipment to the Lessee in good working order.
The Lessee will adhere to all traffic laws while towing the equipment.

I indemnify and hold harmless the Three Rivers Soil and Water Conservation District, Northern Neck Soil & Water Conservation District, VA Cooperative Extension, its Board, Employees, acting officially or otherwise, from any demand, claim, or suit made or instituted by any third party for injury to body or property in conjunction with my use of this equipment. The Lessee releases the USDA-NRCS from any claims that may arise from use of this equipment.

I have read this information and understand all its terms and execute it freely and voluntarily and with full knowledge that it is a waiver of all present and future claims.

Lessee Signature

Date

Lessor Representative Signature

Address _____

Phone _____