



Soil and Water Conservation District
5 Park Lane
Highland, New York 12528
(845) 883-7162

Row Mulcher Lease Agreement/Policy

The undersigned landowner and/or operator ("Landowner") has requested rental of the row mulcher ("The Mulcher") from the Ulster County Soil and Water Conservation District, ("the District"). Due to unpredictable weather and repairs, the District cannot adhere to a strict rental schedule. Your cooperation and patience are greatly appreciated.

The Landowner Agrees To:

- Be a producer or Landowner in Ulster County and use the mulcher solely on lands located in Ulster County.
- Promptly make use of the mulcher after delivery, dependent on weather and field conditions.
- Pay The District a **delivery fee of \$50**, if the user is not a participant in the AEM Program.
- Pay The District a rental fee of **\$50 per day**.
- Thoroughly clean all material out of mulcher after use. Not leave excessive mud/dirt on the machine. **The District will charge a \$100.00 cleaning fee if the mulcher is returned overly dirty.**
- Grease all fittings, lubricate chains, and maintain it as needed while in use (see landowner checklist).
- Indemnify the District against all loss or damage to the equipment while it is in the Landowner's possession and be properly insured against any damages to the mulcher caused by negligence on the Landowner's part.
- Provide the District with a certificate of insurance evidencing limits of Liability Insurance coverage.
 - The certificate shall name Ulster County Soil & Water Conservation District as additional insured.
 - The certificate shall list the equipment being rented including serial # and full replacement value, the deductible will be the responsibility of the landowner.
 - **2025 Millcreek 304 Row Mulcher, Serial Number: 662, Value: \$26,000**
- Regularly inspect the mulcher while in use to ensure proper output and that it is functioning properly.
 - Notify the District of any issues, breakdowns, or malfunctions in equipment as soon as they arise.
 - Not make any repairs to the mulcher without prior approval from the District.
- Not transfer the mulcher to another Landowner without prior consent from the District.
- **NOT USE FERTILIZERS OF ANY KIND IN THE MULCHER.**
- Pay their rental bill promptly, all unpaid invoices over 30 days will incur 5% interest, compounded monthly.
- Use equipment with care. **You must idle down before engaging PTO.**

The District:

- Agrees to deliver and pick up the mulcher to Landowners in Ulster County.
- Will make every effort to accommodate the requested rental period/date.
- Agrees to rent a row mulcher for the above stated rates to the undersigned Landowner.
- Agrees to adjust the mulcher, with the assistance of the landowner prior to mulching, additional adjustments may be required in the field to achieve desired mulching rates.
 - **Every effort will be made to help adjust the equipment the District is ultimately not responsible for the mulching rate/distribution and the success or failure of any desired outcomes conducted with District equipment.**
- Reserves the right to cancel the mulcher rental due to weather, agronomic and/or field conditions.
- Is not responsible for damages to the mulcher due to negligence or intentional misuse while in possession of the landowner, except for normal wear and tear maintenance items.
- Agrees to grease all fittings and lubricate chains prior to delivery.



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Agreement entered into on _____, 20____ between _____,
(Landowner), and the Ulster County Soil and Water Conservation District (the District).

Landowner Contract Information:

Mailing _____
Address: _____

Delivery Address _____
(if different): _____
Phone #: _____
Email: _____

District Contact Information:

Address: 5 Park Lane
Highland, NY 12528
Phone #: 845-883-7162 ext. 3
Email: jake.wedemeyer@ny.nacdnet.net

Contact: Jake Wedemeyer
Executive Director

I agree to the terms and conditions presented above:

Landowner
Signature: _____

Date: _____

District
Signature: _____

SWCD Use Only

Delivery Date: _____ Pick-up Date: _____ ** CERTIFICATE OF INSURANCE ON FILE
WITH SWCD _____

Days rented: _____ day @ \$50.00/day = \$ _____

Delivery Fee: Y / N \$50.00 Delivery Fee = \$ _____

Cleaning Fee: Y / N \$100.00 Cleaning Fee = \$ _____

Total Amount to be Billed: \$ _____

Row Mulcher Return Checklist

_____ Hopper is clean
_____ Conveyor is clean
_____ Mulcher is free of weeds/mud
_____ All chutes/doors are working/nothing loose
_____ Tires are properly inflated, no cracks/cuts
_____ Machine has been greased/lubed
_____ Travel lights and cords work
_____ PTO shaft, hoses and wires are secure; nothing dragging

Date: _____

SWCD Staff Signature