

**PARK THE PLOW PROGRAM
LANDOWNER – CAPITAL RC&D AGREEMENT**

Landowner Name: _____ Telephone Number: _____

Address: _____

Watershed: _____ Agreement Number: _____

FSA Farm Number: _____ Tract Number: _____

Acres Enrolled: _____ County: _____

Section I - Agreement Provisions

A. Each undersigned landowner agrees to participate in the Capital RC&D Park the Plow Program and to comply with terms set forth herein for the period covered by this Agreement. The undersigned landowner(s), intending to be legally bound and in consideration of the payments and benefits set forth herein, represent and agree that:

1. The landowner(s) grant the Commonwealth of Pennsylvania, Department of Environmental Protection ("PADEP") and/or the Capital RC&D, employees, agents, and contractors the right to enter onto the premises and access to the growing area to inspect and confirm the work described in the No-Till Transition Plan developed for this operation. Such access shall be conducted at reasonable times and with notice to the landowner(s).
2. The length of this contract is for two growing seasons, dependent upon program funding availability. Landowner(s) agree to plant the crop(s) and manage enrolled fields applying the practices as described in the No-Till Transition Plan developed for this operation which Plan is attached hereto or incorporated by reference.
3. The term of this Agreement shall cover the lifespan of the practices listed in the No-Till Transition Plan, and implemented under this Agreement.
4. A Transition Plan will be developed by PSU Extension Staff or other technical service provider for the enrolled land. Limited infield crop consultation will also be provided for no-till transition
5. The landowner will be eligible for equipment maintenance cost share funds of up to \$2,750 per year or \$5,500 total for the program for enrollment of 100 or more acres or \$1,750 per year or \$3,500 total for enrollment of between 25 and 100 acres. Landowner will also be eligible for no-till equipment rental cost share of up to \$1,500 per year.
6. Landowner(s) will comply with all Federal, State, and local laws, relating to the environment.
7. Landowner will grant Capital RC&D exclusive sales authority of all nutrient reduction credits resulting from implementation of the No-Till Transition Plan developed for this operation for the term of this agreement.

B. Capital RC&D will:

1. Obligate sufficient funds to cover the Capital RC&D's projected share of the equipment maintenance funds under this Agreement, in order to support the implementation of practices as contained in the No-Till Transition Plan.
2. Terminate this Agreement if (1) the technical service provider or landowner(s) signatory to the Agreement does (do) not initiate the implementation of the earliest scheduled practice by the scheduled starting date as described in the

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Scope of Work (Transition Plan) or (2) the landowner(s) signatory to the Agreement encounters financial difficulties and agrees to terminate the Agreement provided (a) no funds for the practices have been spent, or (b) if funds have been spent the landowner(s), agrees to refund to the Capital RC&D all or an equitable part of monies earned.

3. Capital RC&D will reimburse landowner(s) for any income earned by the sale of nutrient reduction credits if credits are generated and sold for this practice.

C. Disclaimers

1. The Capital RC&D is not responsible for planting or other failures within the transition to a no-till agricultural system. It is recommended that the operator refer to their Transition Plan as well as seed and chemical sales representative, support staff, and/or certified crop consultant for assistance with plan recommendations.

Operator Name: _____ EIN or SSN: _____

Operator Signature: _____ Date: _____

Capital RC&D Name/Title: _____ Date: _____