

**NO-TILL FARM ADVISOR PROGRAM  
LANDOWNER – RC&D AGREEMENT 2008-09**

Landowner Name: \_\_\_\_\_ Telephone Number: \_\_\_\_\_

Address: \_\_\_\_\_

Watershed: \_\_\_\_\_ Agreement Number: \_\_\_\_\_

FSA Farm Number: \_\_\_\_\_ Tract Number: \_\_\_\_\_

Acres Enrolled: \_\_\_\_\_

**Section I - Agreement Provisions**

A. Each undersigned landowner agrees to participate in the Capital RC&D No-Till Farm Advisor 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 one growing season, 2009.
3. 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.
4. The term of this Agreement shall cover the lifespan of the practices listed in the No-Till Transition Plan, and implemented under this Agreement.
5. All attachments are made a part of this Agreement.
6. Landowner(s) will comply with all Federal, State, and local laws, relating to the environment.

B. Capital RC&D will:

1. Obligate sufficient funds to cover the Capital RC&D's projected share of the technical assistance 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 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 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.

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: \_\_\_\_\_

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

RC&D

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Name/Title: \_\_\_\_\_