



Manure Spreader Terms of Use

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Renter agrees to use the equipment according to manufacturers and CCD instructions, in a safe and careful manner. **Renter agrees to pay the cost of repairing the equipment if damage to the equipment and/or its parts occurs due to an external cause or due to any negligence or any factor under the control of the Renter. Renter agrees to return the equipment in the same condition. Spreader is to be used at speeds of NO MORE THAN 6 MPH (loaded or empty).** Renter acknowledges that CCD is providing equipment only. Renter is responsible for providing all materials or other substances to be applied with equipment.

Equipment must be returned by appointment only. Please note: picking up or dropping off the equipment over 30 minutes late WILL result in a fine of \$100.

Renter will transport the equipment by the use of an appropriately sized vehicle. It is the responsibility of the Renter to transport equipment and to return the equipment to the location designated by CCD unless other arrangements are made on this agreement. Failure to return the equipment or deliver it to the designated location shall result in retrieval penalty in the amount estimated by the District. Failure to return equipment by 4:00 p.m. on the return date will result in an additional late or retrieval fee of \$30.00 per day. Equipment will not be eligible for by renter until fees are paid.

Renter releases CCD from any and all liability arising from the use and/or transportation of the equipment. CCD shall not be liable for any personal injury or property damage occurring as a result of the use or transport of the equipment or any other unfavorable outcome, loss, or damage including but not limited to those resulting from (1) loss caused by theft (2) accidental damage to persons or property from the operation or use of the equipment (3) damage or injury resulting from the conduct of the Renter whether negligent or otherwise.

In the event injury or damage is not insured against, Renter shall pay for such injury or damages at the sole expense of Renter. Renter agrees to indemnify and hold harmless CCD from any and all claims arising by virtue of the use of the equipment pursuant to this agreement. In the event CCD incurs any legal fees or other costs in enforcing the terms of this agreement, Renter shall be responsible for all such fees and costs.

The priority of use and availability of equipment will be determined at the sole discretion of CCD. LIMIT of two consecutive rental periods.

<u>Items included in the rental</u>	<u>Optional items included</u>
Manure spreader	Trailer adapter
Trailer	Locking hitch
Winch cord	Keys
	Cable lock
	2" ball hitch