



SPREADER RENTAL TERMS AND CONDITIONS OF USE

Borrower agrees to use equipment in a safe and careful manner, in accordance with the information provided by TCD. Borrower 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 Borrower. Borrower agrees to pay fair market value for any equipment not returned to TCD. Borrower acknowledges that TCD is providing the equipment only. Borrower is responsible for providing all consumable materials.

Borrower will transport the equipment by use of an appropriate sized vehicle. It is the responsibility of the Borrower to transport equipment and return equipment to the location designated by TCD unless other arrangements are made on this agreement. Failure to return the equipment or deliver it to the designated location shall result in a late penalty of \$30, or a retrieval penalty of \$75. Borrower agrees to follow the cleaning and biosecurity procedure, including cleaning the equipment both upon receipt and after use. Borrower agrees to return the equipment in a clean and usable condition. Failure to clean the equipment appropriately will result in a cleaning fee of \$75.

Borrower releases TCD from, any and all, liability arising from the use and/or transportation of the equipment. TCD shall not be liable for any personal injury or property damage occurring from (1) loss caused by theft, (2) accidental damage to persons or property from the transportation or operation/use of the equipment, (3) damage or injury resulting from the conduct of the Borrower whether negligent or otherwise, 4) responsibilities or claims that may result from transportation or use.

In the event of injury or damage not insured against, Borrower shall pay for injury or damages at the sole expense of the Borrower. Borrower agrees to identify and hold harmless TCD, its employees, board members, and volunteers from all claims arising by virtue of the transportation and operation/use of the equipment pursuant to this agreement. In the event TCD incurs any legal fees or other costs enforcing the terms of this agreement, the Borrower shall be responsible for all such fees and costs. Borrower also acknowledges that TCD is not responsible for any public health issues arising from the use of this equipment.

