

Fairfield Soil and Water Conservation District  
831 College Avenue, Suite B  
Lancaster, OH 43130  
740-653-8154  
(Fax) 740-653-1135

## Cooperative Use Agreement for the Propane Cannons

AGREEMENT IS HEREBY ACKNOWLEDGED from

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(Name) (Phone)

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(Address) (City) (State) (Zip Code)

Hereinafter called Cooperator. The Cooperator, obtains \_\_\_\_ propane cannon(s), cannon identification number(s) \_\_\_\_\_.

Property location where cannon(s) being used if other than above:

\_\_\_\_\_.

IN CONSIDERATION OF THE USE OF SAID EQUIPMENT AS HEREIN SPECIFIED:

- 1. The Cooperator agrees to pay a nonrefundable deposit of \$25.00 per cannon. The deposit will be credited toward the total time that the cannon(s) are in use.**
- 2. The maximum time which the Cooperator may have the propane cannon(s) in his/her possession is two weeks. The charge of the use of the cannon(s) is \$25 per cannon, per week. A fee of \$5.00 (per cannon) per day will be assessed for the late return of the cannon(s) after this initial two week maximum time period.**
3. The Cooperator will hold the District harmless at all times, from any liability or damage, on account of injury to employees, customers or to the general public, resulting from the use of the live cannon(s).
- 4. The Cooperator is responsible for any damage to the propane cannon(s), be it to misuse, negligence, intentional, or unintentional while in the Cooperator's possession. The payment for such damages shall be made to the District, as determined by the Fairfield County Soil**

**and Water Conservation District Board of Supervisors (District).**

5. Failure by the Cooperator to pay said damages shall result in referring the matter to the Fairfield County Prosecutor's Office.
6. Cooperator will not transfer or assign their rights hereunder without obtaining the prior written consent of District.
7. The Cooperator is responsible for the propane cannon(s) from the point of pickup which is the District Office and back to the District Office, unless otherwise specified by the District Office.
8. A Fairfield Soil and Water Conservation District representative will assist all users with instructions on operation of the cannon(s) prior to the cannon(s) leaving the District Office.
9. The propane cannons can only be used within the boundaries of Fairfield County.

The attached policy as adopted by the District on August 9, 2007, shall be adhered to.

If default be made in payment of damages or any part thereof, or in fulfillment of any covenants or agreements herein specified to be fulfilled by the Cooperator, or if any unnecessary damage is done upon or to said cannon(s), the District may declare the said agreement ended, and enter upon the Cooperator's property without notice and reclaim the cannon(s), and proceed for and recover all costs.

The Fairfield Soil and Water Conservation District will invoice services the first of the month following the use of the Propane Cannon(s), or upon return of the cannon(s). Payment shall be made to the Fairfield SWCD within 30 days, unless prior arrangements have been made. A 2% monthly interest rate will be charged for accounts overdue. All accounts past 6 months will be turned over to the Prosecuting Attorney for collection and the Cooperator will not be allowed to use any equipment until the past due account is paid.

I, the undersigned, have been instructed on the proper use of the propane cannon(s).

\_\_\_\_\_  
Cooperator

\_\_\_\_\_  
Date

BY \_\_\_\_\_ as agent for the Fairfield Soil and Water Conservation District.

FOR OFFICE USE ONLY

<b>PICK UP</b> Date of Pick up:  _____	<b>DROP OFF</b> Date of Drop off:  _____
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**BILLING**

	Amount Received	Date Paid	Check/Cash	Receipt No.
Deposit Paid				
Late Fee				
Balance Paid				

Late Fee Assessed?    \_\_\_Yes    \_\_\_No

Number of Days \_\_\_\_\_