



**COOPERATIVE USE AGREEMENT FOR THE MOLE TRAPS**

AGREEMENT IS HEREBY ACKNOWLEDGED BY \_\_\_\_\_ as agent for the  
 Muskingum Soil and Water Conservation District, herein called District, from

\_\_\_\_\_  
 (Name) (Phone)

\_\_\_\_\_  
 (Address) (City) (State) (Zip Code)

\_\_\_\_\_ Hereinafter called Cooperator.

The Cooperator, obtains \_\_\_\_\_ mole traps, trap identification numbers,

\_\_\_\_\_ The traps are to be returned to the District office no later than \_\_\_\_\_ at \_\_\_\_\_ a.m/p.m.

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

1. The Cooperator agrees to pay a \$5.00 fee for two weeks of trap rental.
2. The Cooperator agrees to pay a cleanup deposit of \$20.00 per trap, returned to Cooperator upon return of traps cleaned and sanitized.
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 mole trap(s).
4. **The Cooperator is responsible for any damage to the mole traps 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 Muskingum Soil and Water Conservation District Board of Supervisors.**
5. **Failure by the Cooperator to pay said damages would result in referring the matter to the Muskingum County Prosecutor's office.**
6. **Cooperator will not transfer or assign their rights hereunder without obtaining the prior written consent of District.**
7. **After trap is set, it must be covered with a bucket provided by District or Cooperator for a safety precaution.**
8. The Cooperator is responsible for the mole traps from the point of pickup to the residence and back to the District Office. The pickup point is the District office, unless otherwise specified by the District Office.
9. A Muskingum Soil and Water Conservation District representative will assist the first time user with instructions on setting of the traps.
10. The time which the Cooperator may have the mole traps in his/her possession is two weeks. A fee of \$5.00 per trap per day will be assessed for the late return of the traps.



11. The traps will be cleaned and sanitized after use by the Cooperator, using a 10% household bleach solution (Ex. 13 oz. Bleach to 1 gal. Water). The \$10.00 cleanup deposit per trap will be forfeited if the Cooperator fails to clean the traps to the District's satisfaction.
12. The Cooperator agrees to report to the District the number of animals caught.
13. The mole traps can only be used within the boundaries of Muskingum County, or on a District Cooperator's property, adjacent to Muskingum County.

The attached policy as adopted by the District 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 mole trap(s), the District may declare the said agreement ended, and enter upon the Cooperator's property without notice and reclaim the mole trap(s), and proceed for and recover all costs.

The terms, conditions and covenants of this agreement shall be binding upon and shall inure to the benefit of each of the parties hereto, their heirs, personal representatives and assigns.

I, the undersigned, have been instructed on the proper use of the mole traps. I have also been instructed on the proper dispatching and disposal of captured animals and also on the cleaning and sanitizing of the traps.

\_\_\_\_\_

Cooperator

\_\_\_\_\_

Date

I, the undersigned, am a repeat user of the mole traps. I understand the proper use of the traps and have been instructed previously on their use.

\_\_\_\_\_

Cooperator

\_\_\_\_\_

Date

<p>_____</p> <p>District or District's Agent</p>	<p>_____</p> <p>Date</p>
<p>_____</p> <p>Cooperator</p>	<p>_____</p> <p>Date</p>