



COOPERATIVE USE AGREEMENT FOR THE PROPANE CANNONS

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 _____ propane cannons.

Cannon identification numbers, _____

The cannons 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 deposit of \$25.00 per cannon, the deposit will be returned after the next regularly scheduled Board Meeting, upon the return of the cannon undamaged.
2. 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).
3. **The Cooperator is responsible for any damage to the propane cannons 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.**
4. **Failure by the Cooperator to pay said damages would result in referring the matter to the Muskingum County Prosecutor's office.**
5. **Cooperator will not transfer or assign their rights hereunder without obtaining the prior written consent of District.**
6. The Cooperator is responsible for the propane cannons from the point of pickup to the farm and back to the District Office. The pickup point is the District office, unless otherwise specified by the District Office.
7. A Muskingum Soil and Water Conservation District representative will assist the first time user with instructions on operation of the cannons.
8. The time which the Cooperator may have the propane cannons in his/her possession is two weeks. A fee of \$5.00 per cannon per day will be assessed for the late return of the cannons.
9. The propane cannons can only be used within the boundaries of Muskingum County, or on a District Cooperator's property, adjacent to Muskingum County.



MUSKINGUM SOIL AND WATER CONSERVATION DISTRICT
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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 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 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 propane cannons.

 Cooperator

 Date

_____ District or District's Agent	_____ Date
_____ Cooperator	_____ Date