



Backpack Rental Procedures

- All Backpack sprayers must be picked up by 7:30 A.M. and returned to the Weed Management office by 3:30 P.M. on the same day.
- Sprayers may be kept over the weekend, but must be returned to the office by 7:30 A.M. the next business day.
- The renter must sign procedure sheet, safety procedures and the Weed Management Backpack Program Release Liability form.
- Any unused herbicide must remain in the backpack, and be returned to the Summit County Weed Program.
- All backpack sprayers must be returned in the same condition as issued.
- There may only be one backpack sprayer rented per household per day.
- All backpack sprayers with herbicide will be rented at a rate of \$20.00 per day.

1. LOSS OR DAMAGE OF THE BACKPACK SPRAYER:

- A. Renter is responsible, upon receipt of the backpack sprayer, for all loss and damage to the backpack sprayer plus any related expenses, regardless of fault.
- B. **DAMAGE AND TOTAL LOSS OF EQUIPMENT:** In the event of damage caused by abuse to the Equipment, which renders it commercially unacceptable, Renter will forfeit the security deposit. Any Equipment not returned for a period in excess of 30 days will also be deemed a total loss.

2. **DAMAGE AND REPAIR:** Renter will not use the Equipment if it is damaged or in need of repair and will be responsible for all damage to the Equipment resulting from abuse. Renter will not permit any repairs to the Equipment, or replacement of any part of the Equipment, without the prior consent of the Summit County Weed Program. Renter will pay for all unauthorized repairs and replacement parts, as well as the cost of restoring any unauthorized alterations.

3. PAYMENT AND CREDIT:

- A. Renter will pay on demand all charges due under this agreement.
- B. All charges are subject to a final audit, and if an error is found, either party shall promptly pay or credit the other, as appropriate, to correct the error.
- C. Refunds from the security deposit will given on receipt of returned equipment.

4. **RENTER'S INDEPENDENT STATUS:** Renter is not the agent or authorized representative of The Summit County Weed Program.

5. **MISCELLANEOUS:** The Summit County Weed Program shall have no liability for any indirect, special, or consequential damages arising in connection with the performance, or use of the Equipment.

6. **CHANGES TO THIS AGREEMENT:** Changes to this Agreement are effective only if in writing and signed or initialed by both The Summit County Weed Program and Renter.

By signing above, I agree to all the terms and conditions of this agreement.

Renter

Date

Summit County Representative

Date