



Kennebec County Soil & Water Conservation District

21 Enterprise Dr. Suite #1; Augusta, ME 04330

622-7847 x3 fax: 626-8196

FRONT RUNNER LOAN AGREEMENT

Borrower's Name: _____ **Phone:** _____

Street: _____ **City, State, Zip:** _____

Date Picking up FR: _____ **Date Returning FR:** _____
(The expected maximum "loan time" for the Front Runner is 7 days for the fee established. Added time may be arranged if there is no added demand or for an added fee.)

**TERMS AND CONDITIONS FOR USE OF
FRONT RUNNER EQUIPMENT**

1. **TITLE:** Title to the Front Runner is, and at all times shall remain, in Kennebec County Soil and Water Conservation District, hereinafter called KCSWCD.
2. **INSPECTION:** Borrower acknowledges that he/she has had an opportunity to personally inspect the Front Runner, and finds it suitable for his/her needs and in good condition and that he/she has received adequate training and understands its proper use. Borrower further acknowledges his/her duty to inspect the Front Runner prior to and during use and to notify KCSWCD of any defects.
3. **WARRANTIES:** There is no warranty that the Front Runner is suited for the Borrower's intended use or that it is free from defects.
4. **PROHIBITED USES:** Use of the Front Runner in the following circumstances is prohibited, and constitutes a breach of this Agreement:
 - a. Use for illegal purpose or in an illegal manner;
 - b. Use when the Front Runner is in bad repair or is unsafe;
 - c. Improper, unintended use or misuse;
 - d. Use at any location other than the road(s) furnished without KCSWCD's written permission;
 - e. Use by anyone other than the Borrower.
5. **LOAN PERIOD:** Loan of the Front Runner shall begin and end on the dates provided above. The Borrower is responsible for transporting the Front Runner from and to its original location.
6. **REPLACEMENT OF MALFUNCTIONING EQUIPMENT:** If the Front Runner becomes unsafe or is in disrepair as a result of normal use, the Borrower agrees to discontinue use and notify KCSWCD who will provide a replacement, if available. KCSWCD is not responsible for any incidental or consequential damages caused by delays or otherwise.
7. **INSURANCE:** The Borrower shall, at his/her own expense, maintain collision, liability, fire, theft, burglary, and such other insurance as the Borrower deems necessary for his/her own protection and the **BORROWER SHALL BE RESPONSIBLE FOR ANY SUCH LOSSES WHETHER OR NOT HE/SHE COMPLIES WITH THIS PROVISION AND PROCURES SUCH INSURANCE.**
8. **COSTS AND FEES:** The Borrower agrees to pay all reasonable collection, attorney's and court fees and other expenses involved in the collection of costs or enforcement of KCSWCD's rights under

