

2018 Mastic Machine Usage Agreement

User (printed): _____

This agreement is entered into for the purpose of renting Racine County Public Works Department equipment to other county government entities for use by their employees.

Agreement Conditions:

1. The User is liable for all damages and injury resulting from their use of Racine County Public Works equipment. **The User shall indemnify and hold harmless the County and provide a certificate of insurance naming Racine County as an additional insured prior to use of equipment.**
2. **Prior authorization required (262-770-9690 or 262-770-1409) for any repair performed by anyone other than a Racine County Public Works employee.**
3. The normal usage period will be two (2) weeks. Anytime past two (2) weeks must be approved **PRIOR** to pickup of machine. The maximum allowed usage will be thirty (30) days.
4. The User is responsible for all costs to repair equipment damaged caused by their use. Equipment shall be picked up at and returned to Racine County Public Works Shop during county business hours for inspection and acknowledgement by a Racine County Public Works supervisor. The operator for the User should be trained to operate said equipment and any operational questions should be answered prior to pick up and use. **An inspection of the equipment shall be made at the time of pick up by a User's Supervisor or foreman** and any damage observed during this inspection should be reported on the Equipment Usage Form.
5. An Equipment Usage Form shall be completed prior to User taking the equipment. The User will not be invoiced for usage. **The equipment should have approximately the same amount of mastic material in the material tank as when picked up determined by weight.** If not returned with same approximate weight (within **160** pounds), User will be invoiced the amount of mastic required to bring weight of machine to checked out weight along with an administrative fee.
6. The equipment should be returned in the same condition as it was picked up, i.e. fueled up and fluids filled prior to returning to Racine County Public Works. If fuel, engine oil or other repairs are required, said product and repairs will be invoiced from the Racine County Public Works Department.
7. The User shall only allow persons employed by the User, who are knowledgeable, trained and experienced in the operation of similar type of equipment, to operate Racine County equipment. All equipment shall receive a daily pre-operation inspection per the user's manual and be lubricated daily.
8. The User shall not allow usage of Racine County equipment to any other entity.
9. Equipment is available at the discretion of the Racine County Public Works (generally: when not needed by the Racine County Public Works and/or on weekends).
10. A Racine County Public Works Department official may revoke this agreement at any time upon notice to the User.

By e-signing you are agreeing to all the above conditions.

User Authorized Representative Printed Name, Title & Date

Email completed form to Michael.Kirschling@Racinecounty.com or Brett.McDonald@Racinecounty.com