

*Agreement  
For  
Overnight Use of Village Truck*

**Agreement** made this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_ by and between: \_\_\_\_\_, residing at \_\_\_\_\_ Dryden, New York (referred to herein as "I" and "me") and the **Village of Dryden**, a municipal corporation with offices at 16 South Street, Dryden, New York (referred to herein as the Village).

**Recitals**

1) The Village has a policy whereby, if time and equipment are available, it will leave a truck at properties of Village residents for the disposal of approved material on the terms and conditions set forth below. Approved material would be natural material such as leaves, branches, etc. Absolutely no man-made materials will be accepted. Man-made materials include concrete, pressure treated wood, etc.

2) I have requested the use of a Village truck for such purposes.

**Now therefore**, for good and valuable consideration, I agree as follows:

- 1) To place and/or allow to be placed on the truck provided only approved material. I understand that any unapproved material placed on the truck will result on the entire load being deemed unacceptable. In such event, the truck may be left at the property by the Village until all unacceptable material (and acceptable material contaminated by such unacceptable material) is removed from the truck, such removal to be at my sole cost and expense. In such event, I further agree to pay the sum of \$50.00 per day for each day or portion thereof that the truck remains on my property.
- 2) To be responsible for and to reimburse the Village for any costs to repair damage to the truck resulting from my use of it. I agree that special care will be given by me and I will see that special care is given by those assisting me to assure that the truck is not damaged in any way. I will promptly pay the cost to repair any damage to the truck noted by the Superintendent of Public Works.
- 3) I agree to defend, indemnify, and save harmless the Village of Dryden and its agents, servants and employees against all liability, claim, loss, cost, damages and expenses on account of any injury or death to any person (including employees of either party) or damage to property (including property of either party) occurring in, arising out of, or in any way relating to the service above described by the Village of Dryden, except such injury or loss of life or loss of or damage to property due to negligent acts of the Village of Dryden, its agents, servants or employees.

Signed \_\_\_\_\_ Witness \_\_\_\_\_

Date of Truck Use – 2 times per calendar year

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