NC Cooperative Extension
Randolph County Center
1880 US Hwy 64 E
Asheboro NC 27203
336-318-6000

RENTAL AGREEMENT FOR HERD GT-77 BROADCAST SPREADER

The undersigned hereby agrees to the following terms and conditions for the rental of the Herd GT-77 Broadcast Spreader (herein after sometimes referred to as equipment) from Randolph County Cooperative Extension:

- Rental rates set forth below are payable when equipment is returned. The Renter had the option of paying up front in full or half up front and the remaining half at return.
    - Rental Rates
        - $10/day in county use
        - $12/day out of county use
        - $30 for Friday-Monday in county
        - $36 for Friday-Monday out of county

1. Equipment is to be returned in the same condition as received. Any damage shall be reported at time of pick up or return and shall be the responsibility of the Renter.

2. Any damages or cost incurred from misuse of the broadcast spreader will be paid for by the Renter. Contact the Randolph Cooperative Extension office for instruction on how to proceed should the broadcast spreader require repairs while in the Renter's possession. The County will not pay the Renter for work he/she performs on the equipment or parts purchased without prior approval.

1. The Renter agrees to indemnify Randolph County as follows:

Indemnification — To the fullest extent allowed by North Carolina law but subject to the limitations in this Agreement, the Renter of the equipment (the Indemnifying Party) shall defend, indemnify and hold harmless Randolph County (the Indemnified Party) from and against any and all loss, cost, claim, liability, damage and expense, including, without limitation, reasonable attorney's fees, brought by or claimed by third parties (Claims), arising out of negligence, gross negligence, willful misconduct, intentional misconduct or any alleged liability by the Indemnifying Party, its employees, agents, or contractors in the use of, moving, transporting or otherwise arising out of the use of the equipment. The Indemnified Party shall notify the Indemnifying Party promptly in writing of any Claims for which the Indemnified Party alleges that the Indemnifying Party is responsible under

this section and tender the defense of such Claims to the Indemnifying Party. The Indemnified Party shall cooperate in a reasonable manner with the defense or settlement of such Claims at the Indemnifying Party's sole expense.

2. Scheduling will be completed by the Randolph County Cooperative Extension office with the pick-up & return of the broadcast spreader Monday-Friday between 8:00am and 5:00pm.
   - Return the broadcast spreader & any associated equipment to Randolph Cooperative Extension in the same condition as received by 9:00am on the date due.

3. Contact the Randolph County Cooperative Extension office before using the broadcast spreader on any other person's property not a part of the original lease.

4. The broadcast spreader is NOT equipped to apply fertilizer.

X_____(INITIALS)

5. The Renter agrees to thoroughly clean unused seed/fire ant bait from hopper and vacuum/wipe all mud, dirt and broadcasting materials from the spreader and hopper or pay a $20.00 fee for cleaning the broadcast spreader upon its return. **DO NOT USE WATER**

X_____(INITIALS)

6. All equipment (spreader/mounting brackets), toolbox, fire ant bait plates and manual is to be returned on the scheduled drop-off date.

7. Renter acknowledges and understands that the use of any equipment can lead to accidental injury, property damage, and in some extreme instances, death. In signing this Agreement, I, the Renter accept and assume all risks of injury and, for myself, and on behalf of my heirs, assigns, personal representatives, and next-of-kin, hereby release and hold harmless Randolph County, Cooperative Extension, its owners, officers, agents, servants, associations, employees, or any person or entity connected therewith from any costs or cause of action which I have or may in the future have as a result of injuries or damages sustained or incurred by me as a result of my use of the equipment covered by this Agreement.

NOTE: ANY CHANGES OR QUESTIONS NOT COVERED BY RULES ABOVE WILL BE HANDLED BY THE RANDOLPH COUNTY COOPERATIVE EXTENSION AGRICULTURE AGENTS.

I HAVE READ AND UNDERSTAND THE ABOVE STIPULATIONS. I HAVE (or will) READ ALL SAFETY INSTRUCTIONS BEFORE USING THE BROADCAST SPREADER.

RENTER: _____

DATE: _____

ADDRESS:_____
_____

PHONE: _____ (A number you may be reached between 8:00am – 5:00pm)

EMAIL:_____

MISUSE OF BROADCAST SPREADER AND/OR DISREGARD FOR THE RANDOLPH COOPERATIVE EXTENSION RULES/POLICIES SHALL BE GROUNDS TO REFUSE FUTURE RENTALS.

I ASSUME FULL RESPONSIBILITY FOR PAYMENT OF ALL CHARGES RELATED TO THE NO-TILL DRILL USAGE.

There will be a returned check fee of thirty-five dollars ($35.00), for a check on which payment has been refused by the payor bank because of insufficient funds or because the drawer did not have an account at that bank.

RENTER:_____

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RANDOLPH COUNTY COOPERATIVE EXTENSION EQUIPMENT RENTAL PROGRAM

For Office Use Only:

HERD GT-77 BROADCAST SPREADER USE AND FEE PAYMENT RECORDS:

Renter:_____
Date:_____
County:_____
Address:_____
_____
Cell No:_____
Phone No.:_____
Email:_____

RENTAL DATE:_____

SCHEDULED RETURN DATE:_____

RETURN DATE_____

Method of payment (circle one) at rental
Debit/Credit Check Chk#

Method of payment (circle one) at return
Debit/Credit Check Chk#

Rental Rates

- $10/day in county use
- $12/day out of county use
- $30 for Friday-Monday in county
- $36 for Friday-Monday out of county

Amount paid at pick-up: $_____
Amount due: $_____
Late fee assessed: YES NO (circle one) = $_____($15.00/day)

Total Balance: $_____

Complete payment signature:_____