

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

## RENTAL AGREEMENT FOR BCS AMERICA 749/E AND IMPLEMENTS

The undersigned hereby agrees to the following terms and conditions for the rental of the BCS America 749/E and Implements (hereinafter 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 remainder at return.
  - o Rental Rates
    - \$30/day in county use
    - \$50/day out of county use
    - \$90 for Friday-Monday in county
    - \$150 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 BCS Tractor and its implements will be paid for by the Renter. Contact the Randolph Cooperative Extension office for instruction on how to proceed should the BCS Tractor or its implements 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 BCS Tractor and Implements (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 BCS Tractor and Implements. 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 BCS Tractor and its implements Monday-Friday between 8:00am and 5:00pm.
  - o Return the BCS Tractor and its implements & 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 BCS Tractor and its implements on any other person's property not a part of the original lease.

X \_\_\_\_\_ (INITIALS)

4. The Renter agrees to thoroughly clean BCS Tractor and its implements as instructed in the manual or pay a \$20.00 fee for cleaning the BCS Tractor and its implements upon its return. **DO NOT USE WATER**

X \_\_\_\_\_ (INITIALS)

5. All equipment, including the implements for the BCS Tractor and manual, is to be returned at the scheduled drop off date
6. BCS Tractor must be returned with a full tank of fuel. Affixed to the fuel tank of the tractor is a badge outlining fuel requirements and the fueling procedures are outlined in the manual.
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 BCS TRACTOR  
AND/OR ITS IMPLEMENTS.

RENTER: \_\_\_\_\_

DATE: \_\_\_\_\_

ADDRESS: \_\_\_\_\_

\_\_\_\_\_

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

EMAIL: \_\_\_\_\_

MISUSE OF THE BCS TRACTOR AND/OR ITS IMPLEMENTS 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 BCS TRACTOR AND ITS IMPLEMENTS 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:** \_\_\_\_\_

RANDOLPH COUNTY COOPERATIVE EXTENSION  
EQUIPMENT RENTAL PROGRAM

For Office Use Only:

BCS America 749/E and Implements USE AND FEE PAYMENT RECORDS:

Renter: \_\_\_\_\_

Date: \_\_\_\_\_

County: \_\_\_\_\_

Address: \_\_\_\_\_

Cell No: \_\_\_\_\_

Phone No.: \_\_\_\_\_

Email: \_\_\_\_\_

RENTAL DATE: \_\_\_\_\_

SCHEDULED RETURN DATE: \_\_\_\_\_

RETURN DATE \_\_\_\_\_

Tractor and (Check all that apply):

<input type="checkbox"/>	Tine Tiller
<input type="checkbox"/>	Bed Shaper
<input type="checkbox"/>	Subsoiler
<input type="checkbox"/>	Moldboard
<input type="checkbox"/>	Flail Mower
<input type="checkbox"/>	Dethatcher (for lawns)

Rental Rates (Tractor Only)

- \$30/day in county use
- \$50/day out of county use
- \$90 for Friday-Monday in county
- \$150 for Friday-Monday out of county

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

Amount paid at pick-up: \$ \_\_\_\_\_

Amount due: \$ \_\_\_\_\_

Late fee assessed: YES NO (circle one) = \$ \_\_\_\_\_ (\$15.00/day)

Total Balance: \$ \_\_\_\_\_

Complete payment signature: \_\_\_\_\_