

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

RENTAL AGREEMENT FOR PECAN SHELLER

The undersigned hereby agrees to the following terms and conditions for the rental of the Pecan Sheller (hereinafter sometimes referred to as equipment) from Randolph County Cooperative Extension:

- Rental rates set forth below are payable when equipment is returned.
 - o Equipment Use Rate
 - \$0.50 per pound (weighed in-shell)
- 2. Any damages or cost incurred from misuse of the Pecan Sheller will be paid for by the Renter. 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 Pecan Sheller (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 Pecan Sheller. 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 from Monday-Friday between 8:00am and 5:00pm. Parties planning on using the pecan sheller must schedule an appointment with the Randolph County Extension Office to use the equipment.
3. 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 PECAN SHELLER.

RENTER: _____

DATE: _____

ADDRESS: _____

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

EMAIL: _____

MISUSE OF THE PECAN SHELLER 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 PECAN SHELLER 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:

HERD Pecan Sheller USE AND FEE PAYMENT RECORDS:

Renter: _____

Date: _____

County: _____

Address: _____

Cell No: _____

Phone No.: _____

Email: _____

RENTAL DATE: _____

Equipment Use Rate at follows:

\$0.50 will be assessed per pound of in-shell pecans processed through the equipment on site. Pecans will be weighed in a legal for trade scale that has been certified by the NCDA&CS Standards Division.

Pounds of in-shell Pecans: _____ LBS.

Amount due: \$ _____

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

Complete payment signature: _____