

**RENTAL AGREEMENT**

This Rental Agent Agreement (“Agreement”) is entered into by Sampson County, a body corporate and politic and a political subdivision of the State of North Carolina, (the “County”) and \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (the “Renter”), whose address is: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_.

1. The County is the owner of the George P. Upton Livestock Facility (the “Facility”), located at 1020 Taylors Bridge Highway, Clinton, North Carolina 28328. Upon payment of the fee(s) indicated below, the County has agreed to rent and hereby rents the Facility to the Renter as follows (check all that apply):
   1. (\_) Use of the conference room and kitchen for purposes other than cattle sales - $100.00 per day;
   2. (\_) Use of the sales arena seating area for purposes other than cattle sales - $100.00 per day;
   3. (\_) Use of the conference room and kitchen, sales office, sales arena, and/or penning area for cattle sales - $300.00 per day or 0.75 % of gross sales (whichever amount is greater), plus the cost of hay;
   4. (\_) Use of the penning area, chutes, and/or scales by cattle producers – No charge provided that the producer uses the penning area, chutes, and/or scales for twenty-four (24) hours or less; thereafter, $50.00 per day;
   5. (\_) Use of the Facility for sorting and loading out cattle by cattle producers - $50.00 per load, up to $250.00;
   6. (\_) Use of the scales - $100.00 per year.
2. The Renter shall have access to the Facility on the following date(s) and during the following times: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_.
3. The Renter is responsible for returning the Facility to the County in the same condition it was in when the Renter took possession. In the event that the Renter notices any damage to the Facility or to any personal property used in connection with the Facility at the time the Renter takes possession, it will be the responsibility of the Renter to immediately notify the County of said damage. The Renter will be liable to the County for any and all damage caused to the Facility or any personal property used in connection with the Facility, whether the damage was caused by the Renter or by a third party invitee of the Renter. The Renter is responsible for the conduct of all persons who use the Facility in connection with the Renter’s rental of the Facility, regardless of the relationship between the Renter and the third party. The Renter will immediately notify the County of any damage to the Facility or any of the personal property used in connection with the Facility.
4. The Renter will make no alterations to the Facility or any of the personal property used in connection with the Facility without the prior written approval of the County Manager or his or her designee.
5. **The County will make no inspection of the Facility prior to the Renter taking possession, nor does the County represent that the Facility is suitable for any particular intended use. The Renter, in consideration of the County’s rental of the Facility to Renter, agrees to inspect the Facility prior to taking possession and agrees to assume all risk associated with the use the Facility. Furthermore, to the fullest extent permitted by law, the Renter shall indemnify and hold harmless the County and its officials, agents, and employees from and against all claims, damages, losses, and expenses, direct, indirect, or consequential arising out of or resulting from the rental or use of the Facility, including, but not limited to, any injuries to third parties. This indemnification shall survive the termination of this Agreement. The Renter will immediately notify the County of any injury sustained by any individual during or as a result of the Renter’s rental and use of the Facility.**
6. In the event that the Renter is renting the Facility for the purpose of conducting a cattle sale, the Renter will maintain, at his or her expense, a policy of insurance covering any loss or casualty that may arise out of the rental and use of the Facility, including, but not limited to, property damage and bodily injury, at such policy limits as the County may reasonably require. Upon the County’s request, Renter will promptly furnish the County with certificates of insurance showing such coverage and naming the County as an additional insured.
7. The County shall have the right to enter upon and inspect all areas of the Facility at all times without prior notice to the Renter.
8. Nothing in this Agreement shall be construed as creating a joint venture or partnership between the County and the Renter.
9. No assignment of the Renter’s obligations under this Agreement shall be permitted without the prior written consent of the County, which consent may be withheld by the County for any or no reason. Furthermore, the Renter may not sublease the personal property to any other party.
10. Waiver by the County of any default or breach in compliance with the terms of this Agreement by the Renter shall not be deemed a waiver of any subsequent default or breach and shall not be construed to be a modification of the terms of this Agreement unless stated to be such in writing, signed by a duly authorized representative of the County and the Renter.
11. This Agreement may not be amended orally or by performance. Any amendment of the Agreement must be made in written form and executed by a duly authorized representative of the County and the Renter.
12. In the event that a court of competent jurisdiction holds that a provision or requirement of this Agreement violates any applicable law, all other provisions and requirements of this Agreement shall remain in full force and effect.
13. The validity of this Agreement and any of its terms or provisions, as well as the rights and duties of the parties to this Agreement, are governed by the laws of North Carolina. The Renter, by signing this Agreement, agrees and submits, solely for matters concerning this Agreement, to the exclusive jurisdiction of the courts of North Carolina and agrees, solely for such purpose, that the exclusive venue for any legal proceedings shall be Sampson County, North Carolina, where all matters, whether sounding in contract or tort, relating to the validity, construction, interpretation, and enforcement shall be determined.
14. This Agreement shall become effective upon the later of the execution dates listed below.

**SAMPSON COUNTY** **RENTER**

By (sign):\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ By (sign):\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Print name: **\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_** Print name: **\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

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

Phone number: **\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**