EXCEPTIONS TO GRAND RENTAL STATION TERMS AND CONDITIONS

The following exceptions are being noted to the Terms and Conditions of any future business conducted between Grand Rental Station and the University of North Carolina at Greensboro (UNCG).

5. – Hold Harmless/Indemnify

UNCG takes exception to this entire section.

North Carolina laws and regulations provide that contract provisions such as limitations on the other party's liability, waivers of the limits of the University's liability, and hold harmless or indemnification clauses in favor of the other party are contrary to public policy and are therefore void. Specifically, under the North Carolina Tort Claims Act (N.C. Gen. Stat. 143-291 et seq.) a State entity cannot waive the State's sovereign immunity and assume liability for actions not covered by the Tort Claims Act, in a forum other than the Industrial Commission, for an amount greater than allowed under the Tort Claims Act ($1,000,000), or for liabilities different from the liabilities allowed under the Tort Claims Act (such as attorney's fees). Agreeing to such terms in violation of the Tort Claims Act would render that agreement void. A December 12, 1990 advisory letter from the North Carolina Attorney General to David N. Edwards, Jr., UNC General Administration, supports this determination.

6. – Assignment and Subletting

UNCG takes exception to the first sentence of this section and would like the following substituted in its place.

"Neither party may assign their rights under this contract without approval in writing from the other party."
13. – Time of Payment

UNCG takes exception to any mention of a late fee or carrying charge.

All orders placed by UNCG to Rental Works will be done by either a purchase order issued by the Purchasing department or by a VISA purchasing card. UNCG pays all invoices associated with any purchase order on Net30 Day terms. Payment by way of VISA purchasing card is almost immediate.

14. – Collection Costs

UNCG takes exception to this entire section.

Any contract between the University and another party includes by implication the existing law of the State of North Carolina. The waiver of sovereign immunity therefore is limited to the waiver of immunity for contracts that include the law of North Carolina. To preserve its sovereign immunity the University may not agree to waive provisions of North Carolina law. A clause requiring liquidated damages or cancellation fees to be paid by the University changes the law under which sovereign immunity for breach of contract was waived. Therefore, the University, as a State agency, cannot agree to a clause providing for liquidated damages or cancellation fees to be paid by the University.

18. – Loading and Unloading Equipment

UNCG takes exception to the last sentence of this section.

Limitations on the other party’s liability for nonperformance implicate the Constitutional prohibition on exclusive emoluments. N.C. Constitution Art. I, Sec. 32. It also implicates the Attorney General’s obligation to exercise duties regarding civil litigation. N.C. Gen. Stat. 114-6. Therefore, the University, as a State agency, cannot agree to clause limiting the other party’s liability.

19. – Property Damage

UNCG takes exception to this entire section.

Limitations on the other party’s liability for nonperformance implicate the Constitutional prohibition on exclusive emoluments. N.C. Constitution Art. I, Sec. 32. It also implicates the Attorney General’s obligation to exercise duties regarding civil litigation. N.C. Gen. Stat. 114-6. Therefore, the University, as a State agency, cannot agree to clause limiting the other party’s liability.
27. – Waiver of Jury Trial

UNCG takes exception to this entire section.

This Agreement shall be construed, governed, and enforced by and in accordance with the internal laws of the State of North Carolina. Each party expressly consents to the jurisdiction of the Superior Court of the State of North Carolina should litigation arise between the parties.

Additional Item To Be Included
Taxes

UNCG is exempt from paying North Carolina sales tax. Our exemption number is 400004.

Availability Of Funds

Any contract or agreement is subject to the availability of state funds of North Carolina to pay amounts due under the contract or agreement.

Grand Rental Station
214 Stage Coach Trail
Greensboro, NC 27409

Name: 
Title: General Manager
Signature:
Date: 5-21-14

UNCG
PO Box 26170
1000 Spring Garden Street
Greensboro, NC 27402

Name: 
Title: 
Signature: 
Date: 