# RENTAL OUT

**SUNBELT RENTALS, INC.**

**Salesman:**

**Typed By:**

**Job Site:**

**Customer:**

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<table>
<thead>
<tr>
<th>QTY</th>
<th>EQUIPMENT #</th>
<th>Min</th>
<th>Day</th>
<th>Week</th>
<th>4 Week</th>
<th>Amount</th>
</tr>
</thead>
</table>

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[www.sunbeltrentals.com/survey](http://www.sunbeltrentals.com/survey)

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1. The total charges are an estimate based on the estimated rental period provided by Customer.
2. Customer assumes all risks associated with the Equipment during the Rental Period, including injury and damage to persons, property and the Equipment.
3. Customer is responsible for and shall only permit properly trained, authorized individuals, who are not impaired (under the influence of drugs or alcohol), to use the Equipment.
4. If the Equipment does not operate properly, is not suitable for Customer’s intended use, does not have operating and safety instructions or Customer has any questions regarding use of the Equipment, Customer must contact Sunbelt immediately.
5. Misuse of the Equipment or using damaged or malfunctioning Equipment may result in serious bodily injury or death.
6. Customer has received, read, understands and agrees to the estimated charges herein and all the terms and conditions of this Contract, including the Release and Indemnification provision in Section 7, and the Environmental Fee in Section 14, which can also be found at [www.sunbeltrentals.com/contract](http://www.sunbeltrentals.com/contract). *Delivery/Pickup Surcharges fee explanation is available at [www.sunbeltrentals.com/surcharges](http://www.sunbeltrentals.com/surcharges)*
7. Customer must contact Sunbelt to request pickup of Equipment, retain the Pick Up Number given by Sunbelt and will be responsible for Equipment until actually retrieved by Sunbelt.
8. For operations in California: Customer is renting equipment registered under the California Air Resources Board (CARB) Portable Equipment Registration Program (PERP). The operator of the Equipment is subject to the requirements of the PERP regulation and local Air Pollution Control District rules. Under the PERP Regulation, the Customer is required to keep a copy of the rental agreement and CARB registration certificate, including operating conditions and notification requirements, with the Equipment at all times. Customer must also complete the log provided with the Equipment as required by PERP and returning the log with the Equipment (see [www.arb.ca.gov/portal/portal.html](http://www.arb.ca.gov/portal/portal.html)). By signing this Contract, the Customer acknowledges receipt of these documents.

**Customer is declining the Rental Protection Plan** (Customer initials)

**Customer Signature**

**Date**

**Name Printed**

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**Delivered By**

**Date**
EXCEPTIONS TO SUNBELT RENTALS, INC. TERMS AND CONDITIONS

The following exceptions are being noted to the Terms and Conditions of any future business conducted between Sunbelt Rentals, Inc. and the University of North Carolina at Greensboro (UNCG).

First Page
Payment Terms

For rental orders that will be paid for via purchase order, UNCG takes exception to the terms of NET DUE UPON RECEIPT

UNCG pays all appropriate and approved invoices on Net 30 Day terms.

Section 6 – Terms and Conditions

UNCG takes exception to the verbiage in this section regarding having to agree to Section 7 of the terms and conditions, Release and Indemnification.

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 vcid. A December 12, 1990 advisory letter from the North Carolina Attorney General to David N. Edwards, Jr., UNC General Administration, supports this determination.
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Section 1 – Terms

UNCG takes exception to the third sentence in this section.

Any proposed contract will be subject to the State of North Carolina terms and conditions associated with any purchase order to be issued by the UNCG Purchasing department. The purchase order supersedes all prior and contemporaneous agreements regarding the subject of any proposed contract. Any departure that the Seller has accepted in accordance with these terms and conditions shall be valid only for the particular order to which this departure pertains and shall not apply automatically to subsequent orders or contracts.

Section 6 – No Warranties

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.

Section 7 – Release and Indemnification

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.
Section 9 – Rental Protection Plan

UNCG takes exception to this entire section.

Section 15 – Limitation Of Sunbelt’s Liability

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.

Section 16 – Jury Trial Waiver

UNCG takes exception to this entire section.

Section 18 – Miscellaneous

UNCG takes exception to subsection a) of the third sentence in this section that begins with “The parties expressly and irrevocably agree:”

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 in the county of Guilford of the State of North Carolina should litigation arise between the parties.

Additional Items 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.
Sunbelt Rentals, Inc.
102 N. Swing Road
Greensboro, NC 27409

Name: Jimmy Wood
Title: Customer Contract Manager
Signature: 
Date: 3/26/14

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

Name: Richard R. Fleasing, C.P.M.
Title: Assistant Director of Purchasing
Signature: Robert R. Fleenor, C.P.M.
Date: 3/26/14