

N.C. Cooperative Extension and Union County Cattle Chute User Agreement

The Cattle Chute (“Chute”), including all related items and accessories, is intended expressly for handling and working cattle. Union County, North Carolina (“Union”) agrees to allow the use of the Chute to the below listed individual (the “User”) in consideration of the User’s acknowledgment of, appreciation of, and agreement to, as evidenced by the User’s signature below, the following terms and conditions:

User understands and agrees that it is the User’s sole responsibility to know and comply with all federal, state, and local laws and regulations governing the use of the Chute. User further understands and agrees that User is solely responsible for proper operation of the Chute at all times it is in User’s possession or control. User understands it shall let no other person use, possess, or control the Chute during the rental period.

User understands and acknowledges that there is risk of injury and bodily harm, including serious bodily harm and death, associated with the User’s rental of the Chute. User knowingly and freely assumes all such risks, both known and unknown, and assumes full responsibility for User’s possession, use, and control of the Chute. User acknowledges and agrees to comply with all training materials and instructions regarding the Chute given to User. User agrees that User is knowledgeable in the proper use, storage, and transportation of the Chute. User agrees to inspect the Chute fully prior to transportation and use of the Chute. If User observes any unusual hazard associated with the Chute, or User’s use of the Chute, or is otherwise not knowledgeable with any aspect of the proper use, storage, or transportation of the Chute, User agrees to cease all activities related to the Chute and immediately bring this to the attention of NCCE or Union staff.

User agrees that neither Union nor North Carolina Cooperative Extension (“NCCE”) assume any legal responsibility for User’s operation of the Chute. User understands and agrees that all warranties (expressed, implied, or otherwise) regarding any matter in connection with the Chute are disclaimed, including, without limitation, warranties as to fitness for a particular purpose. In addition, User agrees to pay for any damages to the Chute which occur during transportation, storage, or use of the Chute, or while the Chute is otherwise in the User’s possession or control. User agrees to protect, defend, indemnify, and hold harmless Union, NCCE, the University of North Carolina System, the State of North Carolina, and their respective officers, trustees, agents, and employees (the “Indemnified Persons And Entities”) from and against all losses, professional fees, costs, damages, and other expenses or liabilities of every kind and character arising out of or relating to any and all claims, liens, demands, obligations, actions, proceedings, and causes of action of every kind in connection with or arising out of User’s use of the Chute that are due, in whole or in part, to User’s negligence or intentional acts. User further agrees to waive, release, and discharge the Indemnified Persons And Entities of and from any and all claims, damages, demands, costs, liability, and causes of action whatsoever that may arise as a result of User’s transportation storage, use, possession or control of the Chute, including, without limitation, any claims, causes of action, liabilities, damages, demands, and costs related to loss of, or injury to, User’s person or property.

The waiver, release, and other conditions set forth herein shall inure to the benefit of Union, NCCE, the University of North Carolina System, and the State of North Carolina, and shall bind User, along with User's heirs, legal representatives, assigns, and successors in interest.

Rental includes the chute with included scales, the scale box, and three jacks.

User is responsible for securing the Chute while on their property. No locks will be provided.

The User understands the Chute's hitch accepts only a 2" ball.

Rental rates:

	UCCA Member	Non-member
Single Day Rate	\$40	\$50
Weekend Rate	\$60	\$75

A day is defined as a 24 hour period. For weekend rentals, pick up will be scheduled for the business day before the rental period, and drop off must be on the business day after the rental period, typically Friday to Monday in the absence of holidays. If the User requires a different pickup or drop off time, contact the NCCE Union Livestock Agent to check for availability. If the User anticipates needing the Chute longer than the reserved time period, User must request an extension from the NCCE Union Livestock Agent before the initial rental period ends.

Payment must be made before checking out equipment. Payment methods accepted include cash and check. Credit cards cannot be accepted at this time.

Number of cattle to be worked with chute (Approximate is fine) _____

Reason for chute rental:

- Weighing
- Vaccinating/parasite control
- AI/Preg Check
- Other (please describe)

User Information

This information is used by agents to ensure this equipment is available to all members of the community.

Name: _____

Gender: ___Male ___Female

Race: ___White ___African American ___Asian ___American Indian/Alaskan Native
____Native Hawaiian/Pacific Islander ___Other

Hispanic? ___Yes ___No

County: _____

Phone Number: _____

Address: _____

Date Rented: _____

Date Returned: _____

User has received training on properly using the Chute

USER HAS READ THE USER AGREEMENT (THIS DOCUMENT) IN ITS ENTIRETY AND FULLY UNDERSTANDS AND AGREES TO THE TERM AND CONDITIONS CONTAINED HEREIN

User (print) _____ Date _____

Signature: _____

NCCE Representatives:

Livestock Agent: Rachel Owens (704)-283-3739 Email: rachel_owens@ncsu.edu

Office Use Only

Return Checklist

- All moving parts in working order
- No damage to Chute
- Clean: free of excessive manure
- Returned scale box in working order
- Brisket bar is present
- Backstop bar is present
- All three jacks are present

Inspection completed by: _____