

## LICENSE/USE AGREEMENT

**Parties:** JONES COUNTY ("Licensor") and \_\_\_\_\_ ("Licensee"). Licensor agrees to license to Licensee and Licensee agrees to license from Licensor the mobile poultry processing equipment more particularly identified as Make: Featherman, Model: Pro Plucker, Serial Number: 660 684 6035 and the trailer for the mobile poultry processing unit more particularly identified as Make: Fast Cargo LLC, Model: 5X8SA Enclosed, Serial Number: 7NBBE0819P1006337 (the "Licensed Property") as designated by Licensor pursuant to the terms and conditions set forth herein. ("Agreement"). The purpose of this agreement is to facilitate temporary use of the Licensed Property by Licensee.

1. **Term:** The Term of this Agreement shall be from \_\_\_\_\_ until \_\_\_\_\_.
2. **Fee:** The fee for use of the Licensed Property is \$ \_\_\_\_\_ and is payable upon signing this Agreement.
3. **Use of Licensed Property:** Licensee shall have possession and right to use the Licensed Property for poultry processing in the manner and fashion that is customary in the trade of food processing for which the Licensed Property was designed taking into account all manufacturer's notices and limitations as well as any notices or limitations communicated to the Licensee by Licensor, whether oral or written.
4. **Hold Harmless and Insurance:** Licensee shall hold Licensor harmless against all actions, claims, demands, costs, damages, liens or expenses of any kind which may be brought or made against Licensor or Licensee resulting the aforementioned use in or about the Licensed Property. Licensor may require Licensee to maintain in full force and effect an insurance policy covering the liability for use of the Licensed Property with a coverage amount to be determined by Licensor in Licensor's sole discretion with a responsible insurance company or companies acceptable to Licensor. Licensee shall provide Licensor with an insurance certificate confirming compliance with this provision prior to using the Licensed Property, if requested.
4. **Conformance to Laws, Warnings, and Instructions:** Licensee shall conform to all applicable laws and regulations of any public or other authority, owner or Licensor regarding the Licensed Property and its use by Licensee, including obtaining and complying with all necessary permits or regulations. Licensee shall conform to all warnings, notices, instructions, and limitations stated by the manufacturer applicable to the Licensed Property and warnings, notices, instructions, and limitations stated by Licensor, whether oral or written.
5. **Termination/Expiration:** Licensor reserves the right to terminate this Agreement at any time for any reason. Upon termination or the expiration of this Agreement, Licensee shall immediately return the Licensed Property to the Licensor. FAILURE TO RETURN THE LICENSED PROPERTY UPON TERMINATION OR EXPIRATION OF THIS AGREEMENT SHALL RESULT IN A LATE FEE OF \$25 PER DAY UNTIL THE LICENSED PROPERTY IS RETURNED. Licensee shall return the Licensed Property in its original condition that existed prior to possession by Licensee. THIS INCLUDES CLEANING AND REMOVING ALL BLOOD, ANIMAL PARTS AND ANY OTHER DIRT OR DEBRIS. FAILURE TO PROPERLY CLEAN THE LICENSED PROPERTY SHALL RESULT IN A \$50 CLEANING FEE. Whether the Licensed Property has been returned to its original condition prior to Licensee's possession is a determination that shall be made in the sole discretion of the Licensor. Licensee shall be responsible for any damage caused by Licensee, including cleaning the Licensed Property.

6. Assignment/Sublicense: There shall be no assignment or sublicense of this Agreement without the prior written consent of Licensor.

7. Licensee Responsible for Operators and Bystanders. Licensee shall be responsible for the action of all individuals and guests and/or bystanders operating and around the Licensed Property. Only the following individuals shall have permission under this Agreement to operate Licensed Property:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

8. Default: The following shall be events of default by Licensee:

- a) Failure of Licensee to comply with any term or condition or fulfill any obligation of this Agreement.
- b) Discovery of the condition of or related to the Licensed Property that would make the use of the Licensed Property infeasible or dangerous.

This provision shall not exclude any other remedy available to the parties under applicable law. This Agreement shall be terminated immediately and without notice by the Licensor upon default by the Licensee.

9. Attorney Fees: In the event of a dispute arising under this Agreement, the prevailing party shall recover a reasonable attorney fee from the non-prevailing party.

10. Damage and Warranty Disclaimer: Licensor shall not be liable for any damage to the person or property of Licensee or of others located near the Licensed Property nor for the loss of or damage to any property of Licensee or of others as a result of operation, transportation or any act related to the use or possession of the Licensed Property by Licensee. To the extent applicable, Licensor disclaims all warranties both implied and express including, but not limited to the warranties of merchantability, workmanlike quality, and fitness for a particular purpose.

11. Governing Law. This Agreement shall be construed and enforced in accordance with the laws of the State of North Carolina and the parties hereto agree, notwithstanding the principles of conflicts of law and that the internal laws of the State of North Carolina shall govern and control the validity, interpretation, performance and enforcement of this Agreement. Further, the parties hereto agree that any action relating to this Agreement shall be instituted and prosecuted exclusively in the courts of Jones County, North Carolina, and each of the parties hereto consents to the jurisdiction of said courts and waives any right or defense relating to such jurisdiction and venue.

The undersigned parties agree to the foregoing as indicated by their signatures below.

Licensee:

\_\_\_\_\_  
Name: \_\_\_\_\_

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

Licensor:

By: \_\_\_\_\_  
Kyle Smith  
County Manager

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