

OCONOMOWOC LAKE CLUB EQUIPMENT RENTAL AGREEMENT

| | | | |
|-------------------------------|--|----------------------------|-------------------|
| Motorized Boat # _____ | | Canoe | Paddleboat |
| Kayak 1 2 3 4 | | Paddleboard 1 2 3 4 | |

(please circle equipment and/or amount being rented)

Received & Signed Waiver: check box

Motorized Boats Only: Received Boat Operating Rules: check box
MUST BE 21 YEARS OLD
For Motorized Boats: check box

First Name: _____ **Last Name:** _____
Time checked out: _____ **Time checked back in:** _____

THIS EQUIPMENT RENTAL AGREEMENT, made as of the (date) _____
 2020, by and between the Oconomowoc Lake Club (hereinafter "Club") and
 _____, a member of the Club (hereinafter "Member").

A. Member and other members of Member's immediate family desire, from time to time, to rent one or more motorized boats, canoes, paddleboats, kayaks and/or paddleboards from Club and Member wishes to enter into this agreement to govern the terms of the rental of motorized boats, canoes, paddleboats, kayaks and/or paddleboards from Club by Member and other members of Member's immediate family, which shall include Member's spouse/significant other, the children of Member, and the children of Member's spouse/significant other, ("together hereinafter "Member's Immediate Family").

B. Club is willing to rent motorized boats, canoes, paddleboats, kayaks and/or paddleboards from time to time subject to the terms and conditions of this agreement.

NOW, THEREFORE, in consideration for Club from time to time renting to Member, and/or to one or more of Member's Immediate Family, one or more motorized boats, canoes, paddleboats, kayaks and/or paddleboards boats, Member agrees as follows:

1. WAIVER AND RELEASE. Every person operating, using or riding on any of the above watercraft must sign the **Waiver and Release of Liability, Assumption of Risks and Indemnity Agreement**.

2. PAYMENT OF RENTAL FEES/DAMAGE. Member agrees to pay, in accordance with Club's published rental rates, all rental fees arising from the rental of motorized boats by Member and Member's Immediate Family. Such fees shall be charged to Member's account with Club and shall be paid by Member upon presentation of Member's monthly

statement setting forth such charges from time to time. Member also agrees to promptly pay to Club upon presentation all amounts for the repair or replacement of motorized boats, canoes, paddleboats, kayaks, paddleboards or associated equipment including but not limited to the Club's property or pier, that is damaged or destroyed by Member or Member's Immediate Family.

3. MEMBER EXPERIENCE/KNOWLEDGE. Member represents to Club that Member and Member's Immediate Family, are each familiar with the operation of the motorized boats, canoes, paddleboats, kayaks and/or paddleboards being rented and are experienced operating the type of watercraft and size being rented. Member agrees the operation of the motorized boats, canoes, paddleboats, kayaks and/or paddleboards to be rented shall at all times be in compliance with (1) all Federal, State and Local Laws (including all ordinances of the Village of Oconomowoc Lake)(the "Boating Laws"), and (2) the Oconomowoc Lake Club Boat Operating Rules (the "OLC Rules").

4. MOTORIZED BOAT REQUIRED PERSON ON BOARD. Member agrees that one or more of the following persons shall be on board on any rented motorized boat at all times the boat is being rented. The Member or such Member's spouse/significant other.

5. MISCELLANEOUS.

4.1 Applicable Law. This agreement shall be governed by the laws of the State of Wisconsin. Any action concerning this Agreement shall be venued in Waukesha County Circuit Court.

4.2 Severability. If any provision or portion of this agreement is determined to be unenforceable in whole or in the part, then the unenforceable provision shall be deemed to have been severed and excised from this Agreement and the remainder of the Agreement shall remain in full force and effect.

4.3 Entire Agreement. This document constitutes the entire rental agreement between Club and Member and supersedes any and all prior negotiations, discussions and agreements concerning the matter. Oral discussions by or with any agent of the Oconomowoc Lake Club do not alter any term of this Agreement.

Member Signature

Member Number

Date

Oconomowoc Lake Club Staff Signature

Date