



**EQUIPMENT RENTAL CONTRACT**

This Equipment Rental is made effective as of the date of:

(day)\_\_\_\_\_, (month)\_\_\_\_\_, (year)\_\_\_\_\_

between

**Waupaca Boatribe, LLC**

4118 N. Crane Drive

Appleton, WI 54913

Phone: 920-843-2622

and

Business/Renter's Name: \_\_\_\_\_

Address: \_\_\_\_\_

City/State/Zip: \_\_\_\_\_

Phone #: \_\_\_\_\_

The agreement of the parties as follows:

**RENTAL EQUIPMENT SUBJECT TO THIS CONTRACT**

# of Park & Sun Volleyball Systems: \_\_\_\_\_

Each system includes the following items: Duffel Bag (1), Net (1), Anchor Nails (4), Support Posts (2), Anchor Straps (2), and Boundary Lines (1). \*Note – you may need a hammer.

Customer date(s) of rental equipment use: \_\_\_\_\_

**PAYMENT TERMS** The payment terms of the rental are defined as follows.

Net System(s) rental: = \$25

Number of Net Systems: = \_\_\_\_\_

Total Rental Cost: \$ \_\_\_\_\_

The Total Rental Cost will be due at the time the net system(s) are picked up. You can also send the total amount via PayPal to [payments@waupacaboatribe.com](mailto:payments@waupacaboatribe.com) and mention the net rental in the notes.

**RENTAL TERM.** This Rental shall begin on the applicable date provided the Total Rental Cost has been received by Waupaca Boatribe from the Customer. The Rental shall terminate on date of the return of the equipment by the Customer to Waupaca Boatribe (Return must occur on the first business day following the end of the Rental Date)

**NON-REFUND DUE TO INCLEMENT WEATHER/CANCELLATION OF USE DAY(S).**

If, due to inclement weather or other factors beyond Waupaca Boatribe's or Customer's control, the equipment is unable to be used on the date(s) of the rental agreement, Waupaca Boatribe will not be able to issue a refund of rental costs to the Customer.

**ACCEPTANCE OF EQUIPMENT.** The Customer shall inspect each item of equipment delivered pursuant to this Rental at time of pickup. The Customer shall immediately notify Waupaca Boatribe of any discrepancies between such item of equipment and the description of the equipment. If the Customer fails to provide such notice, the Customer will be conclusively presumed to have accepted the equipment as specified. Any subsequent claim that the equipment was not provided in fully functional order will not be considered.

**RISK OF LOSS OR DAMAGE.** The Customer assumes all risks of loss or damage to the equipment from any cause after the acceptance of equipment date, and agrees to return it to Waupaca Boatribe in the condition received from Waupaca Boatribe, with the exception of normal wear and tear.

**FAILURE TO PERFORM.** If the equipment fails to perform after the initial acceptance it will be the responsibility of the Customer to repair and correct the problem. Waupaca Boatribe will not be held responsible for any failure of equipment for any reason and the equipment will remain on rental unless a dispensation is granted in writing by Waupaca Boatribe to waive the rental fees for the period of non-performance. Waupaca Boatribe will not be held responsible for any errors or omissions due to the Customer's lack of operational or technical capability.

**RETURN OF RENTAL EQUIPMENT.** The Rental Equipment must be returned to Waupaca Boatribe in the following manner:

- 1) If initially picked up by the Customer – then returned in the same manner to Waupaca Boatribe's shipping address a maximum of one (1) business day following the rental date(s).
- 2) The Rental Equipment being returned to Waupaca Boatribe **IN THE SAME MANNER AS IT ARRIVED** to the Customer. This includes the parts of the equipment being:
  - a. completely disassembled (no ropes tied or attached to poles).
  - b. net rolled up neatly so as to not unroll.
  - c. boundary lines neatly wound on plastic carrier.
  - d. anchor straps placed in bag.
  - e. boundary line nails placed inside bag.
- 3) If any or all of the above requirements are not met upon receipt of the returned equipment, Waupaca Boatribe reserves the right to bill the customer the appropriate amount of funds for the time (at \$20 per day) and/or equipment (if needed to be replaced) necessary to return the equipment back to its original state. Waupaca Boatribe will notify the Customer in advance of any additional charges pertaining to the conditions noted above.

**RIGHTS ON DEFAULT.** If the Customer is in default under this Rental, without notice to or demand on the Customer, Waupaca Boatribe may take possession of the equipment as provided by law, deduct the costs of recovery (including attorney fees and legal costs), repair, and related costs, and hold the Customer responsible for any deficiency.

**ASSIGNMENT.** The Customer shall not assign or sublet any interest in this Rental or the equipment or permit the equipment to be used by anyone other than the Customer or Customer's employees, without Waupaca Boatribe's prior written consent.

**CERTIFICATION.** The Customer certifies that the application, statements, and financial information submitted to Waupaca Boatribe are true and correct and any material misrepresentation will constitute default under this contract.

**SECURITY DEPOSIT RETURN.** Waupaca Boatribe will inspect the net system(s) upon return and provide the security deposit back to The Customer within seven (7) business days provided no deductions made due to damage or missing pieces. If damage or loss caused by the Customer exceeds the amount of the deposit, Customer agrees to pay for such damages upon receipt of the damage notification or the amount of damage.

Waupaca Boatribe Volleyball, LLC

Customer: \_\_\_\_\_

Signature: \_\_\_\_\_

Signature: \_\_\_\_\_