

Wild Rivers Invasive Species Coalition (WRISC)

BOATWASH PARTNER USE AGREEMENT

As a cooperative invasive species management area operating in Florence, Forest, Marinette (WI), Dickinson, and Menominee (MI) counties, WRISC wishes to make available to formal Partners and their agents the use of (3) trailer-mounted, hot water pressure washers for their use as portable invasive species decontamination equipment.



This agreement is between the Wild Rivers Invasive Species Coalition (WRISC) and the following Partner:

Partner Name: _____

Contact Person: _____

Address: _____

Phone: _____ Email: _____

The above named Partner and WRISC (the Parties), for and in consideration of the mutual terms and conditions contained herein, agree as follows:

- 1. Access and Availability of Boatwash.** WRISC shall provide Partner access to at least one portable boatwash. Availability of the boatwash and the duration of its use shall be in the sole discretion of WRISC.
- 2. Operation Manuals and Training.** WRISC shall provide all maintenance and operational manuals to Partner. WRISC shall arrange applicable equipment use training for Partner and its agents.
- 3. Transportation of Boatwash.** WRISC shall transport boatwash to and from Partner site at the beginning and end of the equipment use period.
- 4. Liability Insurance.** Prior to delivery of the boatwash, Partner shall provide proof of liability insurance acceptable to WRISC (minimum \$1,000,000.00 total policy limit).
- 5. Operators and Safety.** Partner certifies that all boatwash operators have read the provided maintenance and operational documents and have attended all required equipment use training by WRISC prior to boatwash operation. WRISC may determine, in its sole discretion, the training required for operation of the boatwash. WRISC may require individuals affiliated with the Partner to execute additional documents certifying their training and releasing WRISC from liability. Only those individuals pre-approved by WRISC may operate the boatwash. Partner shall operate and maintain equipment in a safe and responsible manner in accordance with provided maintenance and operational manuals.
- 6. Transportation and Condition of Equipment.** Partner shall transport equipment to and from storage daily and provide secure storage of equipment when not in use. Partner shall promptly notify WRISC of any equipment problems or repair needs. Partner shall return the equipment when agreed upon or requested by WRISC in the same condition it was received. Failure to return the equipment or returning it in a damaged condition may result in charges not to exceed the purchase or replacement price of the equipment/part damaged. This does not include regular wear and tear on the equipment from regular use or minor repairs, as determined by WRISC.
- 7. Indemnification of WRISC.** Partner agrees to protect, defend, indemnify, and hold harmless WRISC, including all of its officers, employees, and agents, from and against any and all causes of action, claims, demands, suits, liability, or expenses by reason of loss or damage to any property or bodily injury to any person, including death,

as a direct or indirect result of use of the equipment or in connection with any action or omission of the employees, agents, or representatives of Partner.

8. **Additional Terms.** List any additional requirements or terms specific to this agreement, such as the location(s) where the equipment will be used or the date the equipment will be returned.

9. **Entire Agreement.** This Agreement constitutes the entire agreement and understanding between the parties and supersedes any and all prior agreements and understandings, oral or written, relating to the subject matter.

10. **Disputes.** If there is any dispute about or involving the this agreement, the dispute shall be governed by the laws of the State of Michigan, without regard to conflict of law provisions and you agree to exclusive personal jurisdiction and venue in the state courts of Michigan, County of Dickinson.

Printed name of Partner rep.

Signature of Partner rep.

Date

Printed name of WRISC Chair

Signature of WRISC Chair

Date