**LIFE JACKET LOANER BOARD AGREEMENT**

AGREEMENT BETWEEN THE DEPARTMENT

OF NATURAL RESOURCES AND

Click to enter Partner Organization Name.

This agreement (Agreement) between the Department of Natural Resources (hereinafter referred to as the “DNR”), acting through the Secretary and Click to enter Partner Organization Name acting as a single entity or designee (hereafter referred to as the Loaner Board Partner “LBP”).

WITNESSTH:

WHEREAS, it is the purpose of the DNR to promote safe boating practices and to reduce boating related fatalities; and

WHEREAS, the DNR desires to work with citizens and groups to create a safer boating environment: and

WHEREAS, the LBP has expressed a desire to assist the DNR in this endeavor,

NOW, THEREFORE, pursuant to policy and in consideration of the mutual benefits which will accrue to the DNR and the LBP, the parties agree as follows:

1. AUTHORIZATION

The DNR authorizes LBP to build, maintain and supply a Personal Flotation Device Loaner Station at Click to enter Boat Landing Name Landing, located on Click to enter Name of Waterbody, Click to enter County Name County, Wisconsin, for a period of two years, commencing on the day following ratification of this agreement. The Agreement shall automatically renew for an additional consecutive two year period, unless reasonable notice of cancellation is given by either party before the date of renewal. The DNR or LBP reserve the right to terminate this Agreement or any part thereof, at any time upon 30 days written notice setting forth the reasons for termination without the necessity of any legal process.

An evident and distinct separation shall be maintained between the management and decision-making activities of LBP and those of the DNR. All steps shall be taken to avoid even an appearance that the DNR directs the management or decision-making process of LBP.

The management and operation of the LBP and the loaner board program is subject to all applicable Wisconsin Statutes and the Wisconsin Administrative Code.

1. DNR RESPONSIBILITIES

The DNR shall provide the construction plans and material list to construct the Life Jacket Loaner Station.

The DNR will have final approval of the location chosen by the LBP for the placement of the Station.

The DNR will provide a set of personal flotation devices to LBP (3-Infant, 8-Child, 8-Youth, 5-Adult, 5-Adult XL and 4-Type IV. These personal flotation devices will be clearly labeled as “DNR Loaner Life Jacket”. As annual budget and funding allows, the DNR will provide replacement personal flotation devices as needed.

The DNR will provide regulations and other boating safety handouts as available for the loaner station.

The DNR will maintain ownership of the loaner station, life jacket and materials.

The DNR will provide signage recognizing the LBP as a partner in the loaner board project.

1. LOANER BOARD PARTNER (LBP) RESPONSIBILITY

The LBP shall limit its official activities to the support of the Loaner Board station.

The LBP shall secure written permission from the owner or governmental entity responsible for the boat landing before placing the loaner board station. The written permission shall be provided to the DNR Boating Program prior to the completion and approval of this agreement.

The LBP is responsible for the materials, construction, and placement of the Loaner Board station.

The LBP is responsible for stocking and maintaining the personal flotation devices at the Loaner Board station and for notifying the DNR of items missing and presumed lost or stolen.

The LBP is required to physically inspect Loaner Board station and associated gear once per week

The LBP is responsible for monitoring usage of the Loaner Board Station as requested by the DNR.

The LBP is responsible for placing the Loaner Board Station at the boat landing prior to the Memorial Holiday weekend and removing and storing of the loaner board station at the end of the boating season, but not before Labor Day. \*Note high water or other natural or man-made conditions may preclude placement within this time frame. In this case, it is the LBP’s responsibility to notify the DNR of said conditions.

1. LIABILITY

With respect to liability to third parties arising out of the performance of this Agreement, on behalf of itself, its officers, directors, members, employees, agents, and representatives, each party agrees that it will be responsible for its own acts and omissions and the results thereof and that it shall not be responsible for the acts or omissions of the other part, nor the results thereof to the extent authorized by Wisconsin law. Each party therefore agrees that it will assume the risk and liability to itself, its agents, employees, and volunteers for any injury to or death of persons or loss or destruction of property resulting in any manner form the conduct of the party’s own operations and/or the operations of its agents, employees, and/or volunteers under this Agreement.

1. ASSIGNMENT

No transfer or assignment of this Agreement or of any part thereof or interest therein, directly or indirectly, voluntary or involuntary, shall be made unless such transfer or assignment is first approved in writing by the DNR Secretary or Secretary’s authorized representative.

1. APPROPRIATIONS

Nothing herein contained shall be construed as binding the DNR to expend any sum in excess of appropriations made by the Legislature, or administratively allocated, for the purpose of the Agreement, or to involve the DNR in any contract or other obligation for the future expenditure of money in excess of such appropriations or allocation.

1. MISCELLANEOUS
2. The rights and benefits conferred by this Agreement shall be subject to of the laws of the State of Wisconsin governing the DNR and the rules and regulations promulgated thereunder, whether now in force or hereafter enacted or provided; and the mention of specific restrictions, conditions and stipulations herein shall not be construed as in any way impairing the general powers of supervision, regulation, and control by the DNR.
3. Both parties agree to keep this Agreement in force when signed by both Parties hereto until terminated by mutual agreement or at the option of either party upon three months notice given in writing upon any anniversary date thereof.
4. DNR and LBP shall review the Agreement every three years and at such other times as may be required by either party on 30 days written notice.
5. DNR or LBP may terminate this Agreement upon 30 days written notice to the other party if, after reasonable effort by said party to correct a default, it is determined that conditions still exist contrary to this Agreement.

This Agreement is effective between LBP and DNR with regard to, and only to, the following specified sites, which are collectively referred to throughout this Agreement as Click to enter Boat Landing Name Landing, to wit:

1. \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_Boat Landing.

IN WITNESS WHEREOF, the Loaner Board Partner, has caused this Agreement to be executed this \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_day of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, \_\_\_\_\_\_.

Click to enter Partner Organization Name

LBP:

By:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Attested:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Position:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

IN WITNESS WHEREOF, the of Department of Natural Resources has caused this Agreement to be ratified this \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_day of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_,\_\_\_\_\_\_\_

Department of Natural Resources

By:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Todd Schaller, Chief

Bureau of Law Enforcement

For the Secretary