

Rental Club Agreement:

The following terms and conditions shall constitute the Rental Agreement (the "Agreement") under which Westhaven Golf Club ("WGC" or "we") shall rent equipment ("Rental Equipment") to you ("you" or "Renter").

Please note that when you make your reservation, WGC will charge your credit card for the amount due for the entire "Rental Period" (as defined below). By acknowledging this Agreement, you also authorize WGC to charge Renter's credit card for any late, lost, stolen, broken, non-returned fees, and for all other amounts payable under the terms and conditions of this Agreement. Please see Section III below for further details.

As a condition precedent to entering into this Agreement, you must be over the age of 18 and must be renting the Rental Equipment only for use within the continental United States.

I. RENTAL

1. Lead Time:

Two weeks.

2. Subject to Availability:

Paid youth golf clinic individual has preference, in first-come first-served availability.

3. Reservation Cancellations:

No cancellations.

II. PICK UP AND DELIVERY

1. Pick-up of Clubs and Accessories:

The Rental Equipment must be picked up at WGC
Westhaven Golf Club
1400 S Westhaven Dr
Oshkosh, WI 54904
920.233.4640
8:00 AM – 8:00 PM

2. Return of Clubs and Accessories:

The Rental Equipment may be returned to WGC
Westhaven Golf Club
1400 S Westhaven Dr
Oshkosh, WI 54904
920.233.4640
8:00 AM – 8:00 PM

3. Repossession of Rental Equipment:

WGC reserves the right to demand the return of the Rental Equipment or to repossess the Rental Equipment at any time and for any reason. This is particularly the case if the Rental Equipment is being used in a manner that violates the law, violates the terms of this Agreement, or if the Rental Equipment appears to be abandoned. Renter waives, to the extent permitted by law, any and all rights to prior notice and/or hearing prior to the repossession of the Rental Equipment by WGC, or by WGC's employees, agents, affiliates or assigns. In the event of repossession, WGC reserves the right to charge your credit card for the full Rental Period or for any period thereof.

III. PAYMENT

1. Prices:

\$80 plus tax If prepaid Youth Golf Clinic participant, or Youth Golf League

2. Credit Card Payments Only:

All rentals and purchases that you make through WGC will be transacted by means of a valid credit card at the time of making a reservation and/or purchase. Renter hereby authorizes WGC to charge Renter's credit card for any amounts due plus any late, lost, stolen, broken, non-returned fees, and for all other amounts payable under the terms and conditions of this Agreement.

3. Rental Period:

Last Day: September 30, 2008

4. Possible Additional Charges to Your Credit Card:

In addition to charges for the Rental Period, we may charge your credit card with following additional charges, under the following circumstances:

- a. Failure to Return the Equipment: You are obligated to return the equipment to us on the Last Rental Day or upon our demand if we demand the return of the equipment sooner. Your failure to return the equipment to us for any reason, including if the equipment was lost or stolen may result in our charging your credit card the full amount of the manufacturer's suggested retail price for the equipment, in addition to any charges for the Rental Period. We also reserve the right to file a police report against you or any other party, and you hereby waive all claims against WGC for any consequences resulting from WGC making such report.
- b. Damage to the Equipment: You are obligated to return the Rental Equipment to us in the same condition, normal wear and tear from proper use excepted, as we rented it to you. If you fail to do so, we may charge your credit card in a sum sufficient to fully restore the equipment to its condition at the start of the Rental Period. The amount we charge for these repairs shall be in our sole discretion. Such charges shall not, however, exceed the manufacturer's suggested retail price for the damaged equipment.

IV. RENTER'S REPRESENTATIONS AND WARRANTIES / INDEMNIFICATION

1. Representations and Warranties: You hereby represent and warrant to us as follows:

- a. You are at least 18 years old and possess the legal authority to enter into this agreement.
- b. You will be financially responsible for all of your rentals and purchases from WGC, as well as for the use of your name and credit card by members of your household.
- c. All information supplied by you or members of your household to WGC will be true and accurate.
- d. You and any others for whom you may be renting or purchasing equipment from WGC are in sound medical condition.
- e. You or others for whom you may be renting or purchasing equipment from WGC understand that unique risks are involved in the game of golf and in using the equipment and you hereby assume such risks.
- f. You and others for whom you may be renting or purchasing the equipment possesses the skill, knowledge, and experience to use the Rental Equipment in a safe and proficient manner that does not cause harm to yourself or others, or damage to the Rental Equipment (ordinary wear and tear excepted).
- g. You will not transport or use the Rental Equipment outside the continental United States.
- h. You will comply with all laws, ordinances, and governmental rules and regulations, if any, relating to the use of the Rental Equipment.
- i. You will report to WGC immediately any material damage to or loss of the Rental Equipment.

2. Indemnification: You hereby indemnify and hold harmless WGC and its officers, managers, board of directors, members, employees, agents, affiliates and assigns for any loss, liability, damages and expenses that such entities may incur arising out of your use of the Rental Equipment, or any breach of any representation, warranty, covenant, agreement or obligation made by you under this Agreement

V. DISCLAIMER OF WARRANTIES / LIMITATION OF LIABILITY

WGC is neither the manufacturer of nor a manufacturer's agent for the Rental Equipment. It is providing the Rental Equipment to you only in accordance with the terms and conditions of this Agreement. Please read carefully the limitations below:

1. Warranty Disclaimer: THE EQUIPMENT IS BEING RENTED AND/OR SOLD TO YOU ON AN "AS IS" "WITH ALL FAULTS" BASIS. YOU BEAR THE ENTIRE RISK AS TO THE QUALITY OR PERFORMANCE OF THE EQUIPMENT. SHOULD THE EQUIPMENT PROVED DEFECTIVE FOLLOWING ITS RENTAL OR PURCHASE, YOU, AND NOT WGC, ASSUMES THE ENTIRE RISK. WGC HAS NOT MADE, DOES NOT MAKE, AND HEREBY DISCLAIMS ANY REPRESENTATION OR WARRANTY WHATSOEVER, EXPRESS OR IMPLIED, WITH RESPECT TO THE RENTAL EQUIPMENT, INCLUDING, BUT NOT LIMITED TO, ITS DESIGN, PERFORMANCE, CONDITION, MERCHANTABILITY, OR FITNESS FOR USE OR FOR ANY PARTICULAR PURPOSE.

2. Limitation of liability: RENTER HEREBY RELEASES, WAIVES, DISCHARGES, COVENANTS NOT TO SUE AND AGREES TO HOLD WGC AND ITS OFFICERS, MANAGERS, BOARD OF MANAGERS, MEMBERS, EMPLOYEES, AGENTS, AFFILIATES AND ASSIGNS (EACH, A "RELEASED PARTY"), HARMLESS FROM AND AGAINST ANY AND ALL CLAIMS, DAMAGES, LOSSES, LIABILITIES, LEGAL PROCEEDINGS (CIVIL OR CRIMINAL), FINES OR OTHER DAMAGES ARISING OUT OF RENTER'S RENTAL OR USE OF THE RENTAL EQUIPMENT. SUCH RELEASE SHALL INCLUDE, BUT NOT BE LIMITED TO ANY INJURY, DAMAGE OR LOSS TO RENTER'S PERSON OR PROPERTY WHICH MAY BE (A) CAUSED BY ANY ACT, OR FAILURE TO ACT, BY ANY RELEASED PARTY, INCLUDING, BUT NOT LIMITED TO, BY WAY OF ANY SUCH PARTY'S NEGLIGENCE (WHETHER PASSIVE, ACTIVE, SIMPLE, WILLFUL OR OTHERWISE), OR (B) SUSTAINED BY RENTER BEFORE, DURING, OR AFTER THE RENTAL PERIOD. WGC WILL NOT BE LIABLE TO RENTER FOR ANY DAMAGES, INCLUDING CONSEQUENTIAL OR

SPECIAL DAMAGES, OF ANY KIND CAUSED DIRECTLY OR INDIRECTLY BY, OR ARISING FROM THE RENTAL EQUIPMENT, ITS USE, OPERATION OR FAILURE TO OPERATE, MAINTENANCE OR FAILURE TO BE MAINTAINED, OR BY ANY INTERRUPTION OF SERVICE OR LOSS OF USE OF THE RENTAL EQUIPMENT. RENTER HEREBY ACKNOWLEDGES THAT THE GOLF EQUIPMENT AND ACCESSORY MANUFACTURERS AND OTHER SUPPLIERS PROVIDING INFORMATION, GOODS, OR OTHER SERVICES FOR WGC ARE INDEPENDENT FROM WGC AND NOT AGENTS OR EMPLOYEES OF WGC OR ITS AFFILIATES. WGC AND ITS AFFILIATES ARE NOT LIABLE FOR THE ACTS, ERRORS, OMISSIONS, REPRESENTATIONS, WARRANTIES, BREACHES OR NEGLIGENCE OF ANY SUCH SUPPLIERS OR FOR ANY PERSONAL INJURIES, DEATH, PROPERTY DAMAGE, OR OTHER DAMAGES OR EXPENSES RESULTING THEREFROM.

VI. NO ASSIGNMENT

Renter will not sell, assign, sublease or transfer any of Renter's interest in this Agreement or the Rental Equipment. Any such attempted sale, assignment, sublease or transfer is void and of no effect, and WGC shall have the right to immediately repossess the Rental Equipment and assess any applicable charges as specified in this Agreement. WGC may sell, transfer or assign its interest in this Agreement or the Rental Equipment without the consent of Renter.

VII. FORCE MAJEURE

WGC shall not be deemed to be in default of this Agreement if its performance is delayed or prevented by acts of God, public enemy, war, civil disorder, fire, flood, explosion, riot, labor disputes work stoppage or strike, any act or order of any governmental authority, or any other cause beyond the control of WGC.

VIII. GOVERNING LAW/ MANDATORY ARBITRATION/ EXCLUSIVE VENUE

This Agreement shall be interpreted and governed pursuant to the laws of the State of Wisconsin, without regard to conflict of laws provisions. Any controversy or claim arising out of or relating to this Agreement, or the breach thereof, shall be resolved by arbitration administered by the American Arbitration Association in accordance with its rules, and judgment on the award rendered by the arbitrator(s) may be entered in any court having jurisdiction thereof. The parties hereby irrevocably and unconditionally submit to the exclusive venue of the American Arbitration Association located in the County of Winnebago, and the parties hereby waive any argument challenging such venue. Renter hereby agrees to pay all attorney fees and expenses incurred by WGC in connection with the enforcement of the terms and conditions of this Agreement.

IX. MISCELLANEOUS

Section headings are inserted in this Agreement for convenience of reference and will not affect the meaning or interpretation of this Agreement. Any provision of this Agreement, which is unenforceable in whole or in part in any jurisdiction, will, as to such jurisdiction, be ineffective only to the extent of such unenforceability without invalidating any remaining provision of this Agreement. Any change in this Agreement must be in writing and must be signed by the parties hereto. Renter does not acquire any ownership or other interest in the Rental Equipment except as specifically set forth herein. This Agreement constitutes the entire agreement between the parties.

Child's Name: _____

Gender (circle one) **M** **F**

Height: _____

Parent's Name: _____

Address: _____

City/State/Zip: _____

Home Phone: _____

Cell Phone: _____

Email: _____

Credit Card # _____ /20

Exp. Security

Authorized Signature _____ Amount _____

Date _____