



Lake Jeanette Association, Inc.
5040 Bass Chapel Rd.
Greensboro, NC 27455
HOA: 336-382-3663 Marina: 336-337-0057
www.LJvillages.com

ASSIGNMENT AGREEMENT for EQUIPMENT

Name: _____
Contact #: _____ Email: _____
Address: _____
Driver's License #: _____ State: _____
Emergency Contact: Name _____ Number: _____
Rental Date: _____ Rental Time: From _____ To _____
Paid By: ___ Check Made Payable to Lake Jeanette Association ___ Credit Card
Marina Staff: _____

Item Rented – hereafter the “Equipment”

___ Pontoon Boat
___ Jon Boat
___ Kayak(s) ___ Number Rented
___ Canoe(s) ___ Number Rented
___ Paddle Board(s) ___ Number Rented
___ Gas Grill(s) ___ Number Rented
___ Gazebo
___ Picnic Shelter

In consideration of the above noted rental to me by Lake Jeanette Association, Inc. (“Association”) I agree to the following terms and conditions:

EQUIPMENT RECEIPT AND RETURN: I acknowledge custody of the Equipment described above in good condition and I agree to return the Equipment in the same condition within the Rental Time. **Please Initial _____**

EQUIPMENT USAGE LIMITED:

1. The Association may revoke the use of the Equipment for any reason or no reason.
2. I agree not to permit the use of or to use the Equipment for transportation of persons or property for hire and not to allow...
 - a. more than the number of persons or pounds for which the Equipment is rated by the United States Coast Guard, whichever is less; and
 - b. more than 1 person aboard a Paddle Board at any one time.

- 3. I agree that there will be no navigation or operation of the Equipment until one half hour after sunrise; and that any item of Equipment without navigation lights must be returned to the Marina facility prior to sunset.

- 4. I understand and agree to abide by the Rules of Use on Lake Jeanette as promulgated by the Board of Directors of the Association. I acknowledge receipt of a copy of the Rules of Use on Lake Jeanette given to me to read at the time of Equipment rental. Please Initial _____

CONDITIONS OF USAGE OF EQUIPMENT: I acknowledge and agree that the Equipment will be operated by me, that I have inspected the Equipment and rent same without any representation by the Association; that I will not allow any other persons to operate the Equipment; that I will be responsible for all such operations; and that I will not operate the Equipment while under the influence of alcohol or drugs. I further agree that the Association shall not be liable for loss of or damage to any property left or stored by me or any other person in or upon the Equipment after its return to the Association and I agree to hold the Association harmless from and against any and all such claims.

ASSUMPTION OF RISK: I understand that using the Equipment and Lake Jeanette is a hazardous activity. I understand that using the Equipment and Lake Jeanette involves risk of injury to any and all parts of the user's body and possible DEATH, and I hereby agree to assume and accept any and all risks in the use of the Equipment and Lake Jeanette. Please Initial _____

RELEASE: I hereby RELEASE the Association and its owners, members, officers, directors, employees, independent contractors, and agents from any and all liability for damages and injury or death to me and or any person or property, resulting from the selection or use of the Equipment and Lake Jeanette, and from any and all claims whatsoever, accepting myself the full responsibility for any and all such damages or injury which may result.

INDEMNITY: In case of theft or loss, I understand that I am responsible for the replacement value of the Equipment. Additionally, I agree to pay for any repair, replacement or property damage arising out of or caused by my use of the Equipment and Lake Jeanette. Additionally, I agree to indemnify, defend and save harmless Lenoir Warehouse Group LLC and the Association and its owners, members, officers, directors, employees, independent contractors, members, and agents (Roskelly Management Associates LLC) from and against any and all claims, demands, damages, attorneys' fees, causes of action, legal actions, and judgments whatsoever resulting from or arising out of my use of the Equipment and Lake Jeanette. Please Initial _____

I WARRANT AND REPRESENT THAT I UNDERSTAND AND HAVE FULLY READ THIS AGREEMENT; I AGREE TO ABIDE BY AND BE BOUND BY ALL OF ITS TERMS.

PRINT NAME: _____

SIGNATURE: _____

DATE: _____

Approved by Lake Jeanette Association, Inc. Board of Directors
6.6.19