



WCHM CANOE SHOP PROJECT INITIATION PROCESS

Do you have a shop project in mind? Maybe you want to build or restore a canoe? Or maybe you have a lesser project in mind? Here are the basic steps involved in gaining access to the WCHM canoe shop and getting your project priced, approved and started.

Note: The mission of the WCHM canoe shop is to maintain a workshop where visitors can see canoe crafters building new and restoring old canoes, and where classes on paddle building, canoe building, seat caning and other topics can be held. While the WCHM shop can provide occasional assistance to builders when an extra pair of hands is needed, or a suggestion or recommendation is requested, the WCHM does not provide basic instruction or teaching of building or restoration techniques (except in class situations). Shop users are expected to be somewhat experienced and able to work on their own.

Step 1. Obtain a blank “Project Initiation Agreement Form” and begin filling it out with the parameters of your project as best you know them at this time. The form will guide you through the next steps. Blank forms can be found on the canoe shop bulletin board. They can also be downloaded from the WCHM website or are available by email or mail by request at info@wisconsincanoheritagemuseum.org or by calling 715-635-2479.

Step 2. Submit your partially completed form to the WCHM Executive Director (Jed Malischke, 715-635-2479, jed@wisconsincanoheritagemuseum.org). He will work with the WCHM shop chair to determine the feasibility of your project as well as calculate the materials costs for your project as well as a timeline. He may contact you for additional information about your project plans.

Step 3. Once your project form has been reviewed and completed by the shop chair, it will be returned to you for your approval (these steps may take several back and forth actions). Once the total costs of the project have been initially determined (they can still be adjusted at a later date) and agreed upon by all parties, the executive director will submit your agreement form to the treasurer for billing purposes. A 50% downpayment must be made before the project can begin.

Step 4. Sign the liability waiver form. The liability waiver form is available by download from the WCHM website or by email or mail by request by calling 715-635-2479 or info@wisconsincanoheritagemuseum.org.

Step 5. Once you have paid the downpayment of 50% of the agreed upon project cost, the executive director will arrange a meeting for you and the shop chair to tour the shop, get to know the locations of tools and materials you will be using, and be issued a shop key and access code. If your project will require the use of shop power tools you will need to review the operating manuals for those tools before you use them. You will also need to submit your signed liability waiver form.

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WCHM SHOP PROJECT INITIATION AGREEMENT FORM

Project Title: _____ Project Number: _____

Date Project Is To Be Initiated: _____ Expected Completion Date: _____
(date at which time project and rental space charges are to begin)

PROJECT PARTICIPANTS

___ Solo Project or ___ Group/Class Project (check one)?

Project Owner: name _____
address _____
city/state/zip _____
phone _____
email _____

COST OF PROJECT (to be billed to project owner by WCHM Treasurer)

Materials (from project price list or as determined by the shop committee) \$ _____

Space Rental (\$75 minimum for first 30 days plus \$15 for each additional week or \$60/month) \$ _____

Membership (\$100 voyageur level required for shop access) \$ _____

Other Costs (as determined by shop chair and agreed to by project owner) \$ _____

Total Initial Cost (including first 30 day rental but not additional space rental costs) \$ _____

STIPULATIONS

Approved Shop Access: _____ power tool usage: waiver completed and signed
(check all that apply) (waiver must be attached and posted along with this project approval form)

_____ 50% of agreed upon project cost paid
(balance to be billed at the end of the first month and subsequent month rentals)

_____ shop key # _____/code issue
(shop keys must be returned before project is considered complete)

Other Stipulations: _____

PROJECT APPROVAL

(project may not begin until approval is received from the Shop Committee)

The signatories below agree on the project initiation date, costs, and stipulations as described above.

Signature/Date of Project Owner: _____

Signature/Date of Exec Dir: _____

Signature/Date of Shop Chair: _____
(and date approved)

Date Project Completed: _____ Shop Chair Initial Completion Date: _____



RELEASE OF LIABILITY

READ CAREFULLY – THIS AFFECTS YOUR LEGAL RIGHTS

In exchange for participation in the activity of Shop projects organized by Wisconsin Canoe Heritage Museum (WCHM) of 312 N front St, Spooner WI 54801 and or use of the property, facilities, and services of WCHM, I _____, of _____, agree for myself and (if applicable) for the members of my family, to the following:

1. I agree to observe and obey all posted rules and warnings, and further agree to follow all oral instructions or directions given by WCHM, or the employees, volunteers, representatives, or agents of WCHM.
2. I recognize that there are certain inherent risks associated with the above described activity and I assume full responsibility for personal injury to myself and (if applicable) for the members of my family, and further release and discharge WCHM for injury, loss or damage arising out of my or my family's use of or presence upon the facilities of WCHM, whether caused by the fault of myself, my family, WCHM, or other third parties.
3. I agree to indemnify and defend WCHM against all claims, causes of action, damages, judgements, costs or expenses, including attorney fees and litigation costs, which may in any way arise from my or my family's use of or presence upon the facilities of WCHM.
4. I agree to pay for all damages to the facilities of WCHM caused by my or my family's negligent, reckless, or willful actions.
5. Any legal or equitable claim that may arise from participation in the above shall be resolved under Wisconsin law.
6. I agree and acknowledge that I am under no pressure or duress to sign this SAgreement and that I have been given a reasonable opportunity to review it before signing. I futher agree and acknowledge that I am free to have my own legal counsel review this



Agreement if I so desire. I further agree and acknowledge that WCHM has offered to refund any fees I have paid to use its facilities if I choose not to sign this Agreement.

7. This Agreement and each of its terms are the product of an arms' length negotiation between the Parties. In the event any ambiguity is found to exist in the interpretation of this Agreement, or any of its provisions, the Parties, and each of them, explicitly reject the application of any legal or equitable rule of interpretation which would lead to a construction either "for" or "against" a particular party based upon their status as a drafter of a specific term, language, or provision giving rise to such ambiguity.
8. The invalidity or unenforceability of any provisions of this Agreement, whether standing alone or as applied to a particular occurrence or circumstance, shall not affect the validity or enforceability of any provision of this Agreement or of any applications of such provision, as the case may be, and such invalid or unenforceable provision shall be deemed not to be part of this Agreement.
9. Any controversy or claim arising out of or relating to this contract, or the breach thereof, shall be settled by arbitration administered by the American Arbitration Association in accordance with its Commercial Arbitration Rules, and judgement on the award rendered by the arbitrator(s) may be entered in any court having jurisdiction thereof.
10. In case of an emergency, please call _____
(relationship: _____) at _____
(day), or _____ (evening).

I HAVE READ THIS DOCUMENT AND UNDERSTAND IT. I FURTHER UNDERSTAND THAT BY SIGNING THIS RELEASE, I VOLUNTARILY SURRENDER CERTAIN LEGAL RIGHTS.

Dated: _____

Signature: _____