

Centrals Charter Agreement

Sodus Bay Junior Sailing Association

(Please submit completed form & payment to the

7433 Clover St., PO Box 117

SBJSA Program Director or Board Director of Fleet)

Sodus Point, NY 14555

Please legibly PRINT all information

User Name (Skipper): _____ Age: _____

Name (Lessee, must be over 21 yrs): _____ Phone #: _____

Billing Address: _____

City: _____ State: _____ Zip: _____

Lessee E-mail Address: _____ Relation to User: _____

Charter Duration: Start Date: _____ Return Date: _____

User is Qualified & Adequately Experienced to sail the boat: _____ Program Director Signature

Leased Boat & Charter Fee: ***Sails in good-very good condition and Hull Dolly are included***

___ **Optimist, \$50** (includes complete boat w/ air bags, mast, boom, mainsheet, rudder, tiller w/ extension, daggerboard)

___ **Laser, \$50** (includes complete boat w/ 2-part mast, boom, control lines, rudder, tiller w/ extension, daggerboard)

Laser Mast selected (check one): ___ 4.7, ___ Radial, ___ Tall

___ **420, \$100** (includes complete boat w/ mast, rigging, boom, control lines, rudder, tiller w/ extension, daggerboard)

Note that if requested, trapeze hardware, spinnaker pole & spin control lines can be provided for an additional fee.

Lessee hereby agrees to charter the above named boat and equipment from Sodus Bay Junior Sailing Association (SBJSA). It shall be chartered for use at the following Regatta ONLY:

User is qualified & adequately experienced to sail the boat and has been enrolled in a SBJSA summer camp program during the last 12 months: _____ Program Director Signature & Date

Damage Deposit: The Lessee will be held financially responsible for the costs associated with the replacement or repair of the boat, for any damage, loss or theft of the boat, transport dolly and all equipment indicated above (mast, boom, rigging, foils, tiller, tiller extension, control lines, blocks, deck hardware, etc) during the period of this Charter Agreement, whether such damage or loss is caused by the User, Lessee or another while in the care and possession of the Lessee and User. Lessee, on behalf of itself and User, acknowledge that SBJSA makes no representations or warranties with regard to the condition or the fitness of the boat and/or equipment provided and therefore takes such boat and equipment in "as is" condition. The boat and equipment must be returned in the same condition as received (minor wear and tear excepted), void of any tape residue, hull numbers, scratches, salt, sand and dirt, or defacing markings not previously documented at the start of the charter by SBJSA and the Lessee. To this end, the Lessee must provide a valid credit card number as deposit before they may take delivery of any boat and associated equipment. In the event of damage, loss or theft of any chartered boat or equipment or non-compliance with this charter agreement, the expense incurred by SBJSA in replacing or repairing the loss or damage will be charged to this card, unless another method of payment is agreed upon. Also, unless advance permission is provided by SBJSA, a late return shall result in a

charge to the card below at the rate of \$40/day beginning the first day following the return date specified above, and/or until the inspection upon return can be completed.

Name Appearing on Credit Card: _____ Expiration Date: _____

Visa, Mastercard or Amex #: _____ SEC # on back: _____

The cost of damaged or missing equipment shall be determined by SBJSA within a reasonable time following boat return and inspection so that SBJSA can have such damage or loss assessed by a mechanic or marine professional.

The Lessee understands and agrees that wet or dry sanding of the boat's hull, foils or other equipment is strictly prohibited. Also, the Lessee or User shall not tow (with another vessel) the chartered boat at more than five (5) knots, as it may cause significant structural damage to the boat. If Lessee or User violates this provision, Lessee will be charged a liquidated damage charge of Five Hundred (\$500) dollars for a Laser or Opti, and Seven Hundred Fifty (\$750) for a 420.

Chartered boats are typically available the day before a regatta, but can be picked up sooner if arrangements are made at least one week in advance of the charter period. SBJSA will make every effort to have the boat available for pickup on its dolly with spar and all equipment ready. However, this is not always possible, so please be prepared to help move a boat off our rack or trailer. The chartered boat and equipment shall be returned with the mast down, hull on the dolly and all equipment available in organized fashion so that an inspection can be conducted by the Lessee and the SBJSA Head Race Coach, Program Director or Board Director of Fleet. As previously stated, the charter is not considered complete until that inspection and acceptance have been completed.

SBJSA Boat Charter Cancellation Policy: Lessee agrees that the boat charter fee, if paid in advance of the start of the charter period (to hold the boat in reserve), will be 75% refunded if the charter is cancelled anytime before 72 hrs in advance of noon on the start date of the charter period. After that deadline, the charter fee is non-refundable. All charter cancellations must be emailed to the SBJSA Program Director (see www.sbjisa.org for his/her email address). Cancellations via phone, text or voicemail, will not be accepted.

I, _____, Lessee, have read this entire agreement and understand its content and my obligations to SBJSA for this charter. I am fully aware that SBJSA assumes no liability for injury or death sustained in conjunction with use of the chartered boat and/or equipment. As sailing is an inherently dangerous sport, those choosing to participate in this type of activity do so at their own risk. The Lessee, on behalf of itself and the User, agree to indemnify, hold harmless, release, acquit and forever discharge SBJSA from any claim, cause of action, suit, demand, proceeding, damage, judgement and liability, including reasonable attorney fees and court costs, arising from or in connection with the Lessee's or User's possession, use and return of the chartered boat and equipment. This is a legal and binding contract between the Lessee and SBJSA and it supercedes any and all other agreements or representations made by SBJSA and/or Lessee. SBJSA charters are not supplied with any liability or damage insurance. If this is desired, the Lessee must secure it from a third-party provider and provide a copy of these documents to SBJSA for file purposes.

Signature of Lessee: _____ Date: _____

Parent/Guardian Signature (if different than Lessee): _____ Date: _____

SBJSA Representative: _____ Date: _____

Inspection Completed and all in order, Date: _____ by: _____ for SBJSA

