

# CONDITIONS OF CHARTER

Please complete and return with your waivers to the host club

## Byte CII Charter Terms/ US Sailing Events 2012

Helm	BOAT NO:	SAIL NO:	HULL NO:
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**No changes, additions, or alterations to the spars, sail, hull and fittings shall be made except for those permitted by class rules.**

**Damage:** Persons chartering a boat will be held responsible for all damage, loss or theft to the dolly, the trailer, the boat, or the additional equipment that they have chartered, including blades, spars, sails or any other component thereof which was part of the charter. The boat and equipment chartered are new or like new and must be returned in the same condition as received, void of any tape or tape residue, hull numbers, scratches, salt and sand, or defacing markings. To this end, anyone chartering a boat must provide a valid credit card number and deposit before they may take delivery of any charter equipment. In the event of damage, loss or theft of any charter equipment or non-compliance to the charter agreement, the expense incurred in replacing or repairing of the damage will be charged to the charterer's credit card unless another method of payment is agreed upon.

### Additional Considerations:

1. Wet or dry sanding of the hulls or any other equipment is prohibited.
2. The use of waxes, polishing compounds or similar is prohibited.
3. Competitors may wash their boat with detergent and water.
4. **There will be no substitutions of rigging, blocks and any other equipment.** No hull or spar fittings may be removed, even if subsequently replaced. All fittings are sealed with silicon during manufacturing.
5. No repairs may be undertaken without the permission of the Organizing Committee and Zim Sailing Representative.
6. The use of the charter boat may be withdrawn if, in the sole opinion of the Zim Sailing Representative and the Organizing Committee, a competitor breaks any of the conditions of charter or treats or handles a charter boat without care or in a manner which causes or is likely to cause damage to the boat.
7. **Any competitor found towing at more than 5kts will be charged \$500 and have the equipment withdrawn immediately.**
8. No drilling or piercing of any part of the boat or equipment is permitted.
9. Tape residue, scuffs or any marks that can be removed without sanding or repair must be so removed at the end of the event by the competitor. The use of duct tape is prohibited.
10. All equipment (including hull/blades/spars/sail/lines) should be rinsed free of salt, sand or dirt incurred from the site. It is the responsibility of the competitor to return the equipment in an appropriate state.
11. Any damage or loss of equipment to a charter boat, no matter how slight, must be reported to the Byte CII representative at the completion of the race in which it occurs. The Zim representative is to be notified as soon as practical.
12. Responsibility for damage to boats or to other property will be determined under the racing rules and all contestants will be bound thereby.
13. Zim will charge a sailor's card ONLY if that sailor is to be charged for damage.
14. Competitors are not covered by any Zim insurance. It is recommended that competitors have their own coverage for personal property and liability insurance. At-fault damages to other boats are the responsibility of the skipper.

I, \_\_\_\_\_, have read this entire agreement and understand my obligations to Zim Sailing for this charter and understand the penalties that will be incurred if I fail to adhere to this agreement. I am fully aware that Zim Sailing assumes no liability for injury or death sustained in conjunction with use of the chartered boat, equipment or dolly, as sailboat racing is an inherently dangerous sport and those choosing to participate in this type of activity do so at their own risk.

Signature \_\_\_\_\_ Date \_\_\_\_\_

Name (as it appears on the card):.....

Address (as it appears on the statement):.....

..... Cell Phone.....

MC/Visa #.....exp.date.....SEC #.....

Signature.....

Signature (parent or guardian if under 18).....

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**The section below will be signed by the competitor at registration.**

I accept a charter boat in good condition and understand and agree to abide by the conditions of charter as detailed above.

Signed:.....Date:.....

Cell Phone.....*email or if under 18, e-mail of parent or guardian* .....