



J22 Master Bareboat Charter Party Reciprocal Members and Non-Fort Worth Boat Club Member

This Master Bareboat Charter Party ("Charter") is entered between ("Charterer") and Fort Worth Boat Club ("FWBC"), is executed on the date written below for the use of one J/22 sailboat, her spars, sails, tackle, fixtures, furnishings and equipment (hereinafter the "Vessel") in the FWBC Fleet. In consideration of payment of the Charter Hire as set out in the fee schedule in effect at the time of the Charter as detailed in the Check Out Sheet executed at the time of the Charter, and other good and valuable consideration, Charterer hereby charters from FWBC the Vessel identified on the Charterer Check Out Sheet for the period and for the usage stated thereon under the terms and conditions stated herein and in the Charter Agreement, which Charterer has reviewed and with which Charterer agrees to abide. In the event that the Charter will need to sail multiple club J/22's in a regatta, this document will transfer to any boat any other J/22 the Charterer moves to during the regatta

1. BAREBOAT CHARTER

FWBC agrees and hereby does charter the Vessel to Charterer "bareboat". Charterer shall, at his/her own expense, crew, maintain, navigate, operate, provision, and supply the Vessel and shall have full control over the Vessel within the terms and conditions of this Charter. The Charter shall not make adjustments to the standing rigging, or substitute any lines/sheets, blocks, tiller or tiller extensions, or use pencil or marker to write on the vessel.

2. TIME AND PLACE OF DELIVERY AND REDELIVERY

This Charter will commence upon delivery of the Vessel designated on the Charterer Check-Out Sheet at the FWBC J/22 hoist assigned to the Vessel at the time and date stated thereon and shall terminate upon redelivery of the Vessel by Charterer at said slip/hoist in the same good order and condition as when the Vessel was delivered, ordinary wear and tear excepted.

3. TERM OF CHARTER

Charter Hire shall continue until Vessel is redelivered to FWBC ("Charter Term"). In the event the Vessel shall become a total loss, actual or constructive (a constructive total loss shall be defined in the policy of hull insurance applicable to the Vessel), during the Charter Term, Charter Hire shall cease as of the end of the day the Vessel becomes a total loss which, for the purposes hereof, is defined to be the date on which the loss occurs regardless of whether determined to be a total loss on that date or a subsequent date.

4. ON-HIRE INSPECTION

I acknowledge that I have had a reasonable opportunity to inspect the Vessel in advance of accepting it for hire and find the Vessel to be seaworthy and well tackled, appareled, furnished, and equipped, and in good operating condition and repair at the commencement of the Charter.

5. DAMAGE/DEPOSIT/INSURANCE

I agree that during the term of this Charter, I will keep the Vessel clean and presentable and I will maintain it in the same condition as at the commencement of the Charter Term. I will pay particular attention to the hull bottom, which can be scratched if proper care is not taken when returning the Vessel to her slip and hoist. I understand that as Charterer I will be fully responsible for any and all loss or damage to the Vessel, normal wear and tear excepted. I have provided a ONE THOUSAND DOLLARS (\$1,000) security deposit which will be charged against only in the event of loss or damage to the Vessel. HOWEVER, I understand that in the event of loss or damage in excess thereof, I will be liable for and will be charged for the costs of repair or replacement upon determination of the amount of such loss or damage.

6. CHARTER SUPPLIED EQUIPMENT

Charterer is required to supply his/her own personal safety equipment for him/herself and for all crew as well as any other personal sailing equipment needed in light of the existing and predicted weather conditions.

7. REPRESENTATIONS AND WARRANTIES

- I, _____, as the Charterer of the FWBC Vessel which has been assigned to me for my use, as identified on the Charterer Check-Out Sheet, represent and warrant to FWBC that I have the necessary knowledge of and experience with the Vessel, the Regulations for the Prevention of Collisions at Sea ("COLREGS") as applied to Inland Waters, the current Racing Rules of Sailing promulgated by the United States Sailing Association ("USSA") as well as the safety equipment required for vessels of the type and size of the J/22 and for the type of sailing in which I intend to engage, as promulgated by the USSA and the United States Coast Guard.
- As the Charterer, I also acknowledge the hazards involved with sailing and that boating can be dangerous. With that knowledge, I understand that I, as Charterer, am responsible for my own decisions whether to sail and whether to continue sailing under the governing conditions and those predicted or reasonably foreseeable to occur during the Charter Term.
- I have read and understand the terms and conditions of this Charter and as supplemented by terms and conditions stated in the Charter Agreement and agree to abide by both.

8. RELEASE AND WAIVER OF CLAIMS

Charterer hereby assumes all risk of injury to or death of any person and the loss or destruction of property from any cause whatsoever in connection with the possession, use or operation of the Vessel. Charterer hereby releases FWBC and waives any and all claims and causes of action against the Released Parties, or any of them, including without limitation any and all suits, losses, liabilities, demands, attorney's fees, costs, damages, or expenses, which arise out of, directly or indirectly, Charterer's operation or use of the Vessel, without limit and without regard to the cause or causes thereof, even if caused by the sole or concurrent, ordinary or gross negligence, fault, or strict liability of any or all of the Released Parties or the unseaworthiness of the Vessel, excepting only the willful or intentional acts of the Released Parties.

CHARTERER

(signature)

(printed name)

(Date)

DEPOSIT PAID (\$1000.00)

☐ Check Credit Card

CHARTER FEE \$250.00

☐ Check Credit Card

DEPOSIT RETURNED

☐ Check Credit Card

9. Vessel Equipment Check List:

CHECK OUT

BOAT NUMBER

Interior

- ☐ Bilge Pump (present, has hose, works)
- ☐ Bucket
- ☐ Life Jackets
- ☐ Anchor
- ☐ Currently Pumped Out
- ☐ Spinnaker Basket (present and attached properly)
- ☐ Sail Tie for Topping Lift
- ☐ Jib Sheets
- ☐ Spin Sheets
- ☐ Spin Pole (present, rigged and ends work)
- ☐ Winch Handle
- ☐ Trash Removed

Exterior

- ☐ Halyards (none flied, check shackles and check for fraying)
- ☐ Cunningham Line
- ☐ Vang (check lines)
- ☐ Deck Cleats
 - Halyard cleats, Tweaker cleats, Jib cleats, Traveler Cleats
- ☐ Winches (turn freely)
- ☐ Tweakers
- ☐ Backstay Control
- ☐ Traveler
- ☐ Mainsheet
- ☐ Tiller Extension
- ☐ Boat is clean
- ☐ Fiberglass / Gelcoat issues

CHECK IN

BOAT NUMBER

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