



CLUB 420 FLEET RENTAL AGREEMENT

Name of Renter, a CYC Member: _____

For use by (check one): Myself Sponsored Person: _____

Rental Period: **Spring Frostbiting 2013** Rental Fee: _____

The renter, a member in good standing of Chicago Yacht Club ("Club"), does hereby rent the above described vessel for use in races and sailing events scheduled by the Club during the rental period stated and for club use of the person(s) above described, upon the terms and conditions stated below, and agrees that the rental fee shall be charged to his/her account, together with any charges occasioned by loss or damage to the vessel, as herein below provided, and agrees that all such charges billed to him/her shall be paid when due.

1. The club undertakes that the above vessel shall be complete with such of the following standard equipment as is essential to racing the vessel: mast, boom, sheets, halyards, sails, centerboard, rudder, and shall be delivered in good sailing condition.
2. The vessel is currently dry moored on the premises of the Club at the Belmont Harbor Station, and is to remain dry moored at that location throughout the period of the rental, except only when in use pursuant to the next provision.
3. The vessel will be used only in the waters of Belmont Harbor, or within one mile of such waters, on such days during the Rental Period when representatives of the Club's Sailing Dinghy, Junior Activity, or Race Committees are present and a safety boat is operating under the auspices of one of the said Committees. The renter, or the person named above, shall have sole responsibility for launching and rigging the vessel before each sailing period, and for removing it from the water and de-rigging it after the conclusion of each sailing period, placing it upon its cradle, if any, and returning it in ship-shape secured condition to the dry-mooring area assigned to it. Without the consent of the Sailing Dinghy or the Junior Activities Committee, the vessel shall not be removed from Belmont Harbor. The vessel shall not be used unless the renter is present at Belmont Harbor at the time.
4. The renter agrees for himself or herself and the all person(s) aboard to abide by all rules from time to time promulgated by the Sailing Dinghy, Junior Activity, or Race Committee about the sailing and racing of said vessels, and for their proper handling, and further agrees that at all times when in use, that all persons aboard shall wear Coast Guard approved life jackets worn, jackets shall be furnished by the renter.
5. At the end of the Rental Period, the renter will relinquish possession of the vessel to Chicago Yacht Club, in as good condition as when it was received, reasonable wear and tear excepted.
6. The renter hereby undertakes and agrees to reimburse the Club for any loss or damage of vessel, equipment or sails resulting from his or the user's negligence. In case of dispute as to whether such loss or damage was occasioned by negligence, the matter shall be heard by a committee consisting of one member from the Sailing Dinghy Committee, one member from the Junior Activities Committee, and one member from the Stations Committee, and the decision of any two said committee shall be final and binding both on the Club and on the Renter. The renter hereby agrees for himself, and for each person who uses said vessel during the rental period with his consent, and whether or not such person is a minor, and for his and their respective heirs, personal representatives and assigns, to hold harmless Chicago Yacht Club, its directors, officers, committees, members, successors and assigns, of and from any and all liability whatsoever relating to or arising from the sailing or any other use of said vessel, including any claims for bodily injury or death by the renter or any third party.
7. The renter acknowledges that sailing can be a dangerous sport. The renter and all other persons using said vessel do so solely at their own risk.
8. The renter shall supply a credit card number or Chicago Yacht Club member number for a \$250 Damage. Part or all of this Damage Deposit may be forfeited in the event that the renter is found responsible for damage to the said vessel or other boat(s) or equipment. All decisions by the Chicago Yacht Club in this regard are final. The renter's liability is not limited by this provision.

The foregoing terms and conditions are accepted and agreed to for the period of the rental above stated. CYC hereby rents the above described vessel under the foregoing terms and conditions.

Signature of Renter _____

By: _____

CYC Account Number _____

Chicago YC Representative

Date

Credit Card _____

PLEASE COMPLETE, SIGN, AND RETURN PROMPTLY. SIGNED FORM MUST BE RECEIVED BY THE RACE COORDINATOR BEFORE THE APPLICANT OPERATES DINGHY.

SEND SIGNED RENTAL FORM ALONG WITH COMPLETED ENTRY FORM TO:

Race Coordinator For additional information call: 312-861-7771

Attn: Frostbite Series racecoordinator@chicagoyachtclub.org

400 E Monroe <http://www.chicagoyachtclub.org>

Chicago, IL 60603