



SONAR FLEET RENTAL AGREEMENT

Name of Renter, a CYC MEMBER _____

For use by: Primary Skipper _____ Alternate Skipper _____

Rental Period: **Spring Frostbiting 2013**

Rental Fee: **\$350**

Entry Fee: **\$50**

Total Fees: **\$400**

The renter, a member in good standing of the 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, 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, keel, rudder, and shall be delivered in good sailing condition.
2. The vessel is currently docked on the premises of the Club at the Belmont Harbor Station, and is to remain docked 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 Keelboat or Race Committees are present and a safety boat is operating under the auspices of one of the said Committees. The renter, or the skipper(s) named above, shall have sole responsibility for rigging the vessel before each sailing period, derigging the vessel after the conclusion of each sailing period, and returning the vessel in a ship-shape, secured condition to the docking area assigned to it. The vessel shall not be removed from the docking area without the consent of the Keelboat Committee. The vessel shall not be used without the renter or the skipper(s) named above aboard the vessel at the time.
4. The renter agrees, and the skipper(s) named above agree, to abide by all rules from time to time promulgated by the Keelboat or Race Committee concerning the use, sailing and racing of said vessels, and for their proper handling, and further agrees that at all times when in use, all people aboard the vessel shall wear a Coast Guard approved life jackets, which jackets shall be furnished by the renter. The Club, in its reasonable discretion, may terminate the rental for any violation of this paragraph subject to paragraph 9 below.
5. At the end of the rental period, the renter will relinquish possession of the vessel to the Club, in as good condition as when it was received, reasonable wear and tear excepted.
6. The renter hereby undertakes and agrees to indemnify the Club for any loss of or damage to the vessel, equipment or sails during the rental. The renter, and the skipper(s) named above, each hereby agree for himself or herself, and for each of their respective spouses, heirs, successors, representatives and assigns, to defend, indemnify and hold harmless the Club, its directors, officers, employees, agents, members, volunteers, successors and assigns, of and from any and all claims and liability whatsoever relating to or arising from the sailing, racing or any other use of said vessel, including any claims for bodily injury or death by the renter, the skipper(s) named above, or any third party.
7. The renter and the skipper(s) named above acknowledge 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 Club member number for a \$500 Damage Deposit. 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.
9. If the renter ceases to be member in good standing of the Club before the expiration of the rental period or if the Club terminates the rental under paragraph 4 above, the renter and the skipper(s) named above shall have no further right to use the vessel. If the Club enters into a new rental agreement for the vessel assigned to the renter, it shall return a pro rata portion of the Rental Fee to the renter, but not the Race Fee. If the Club does not enter a new rental agreement for the vessel assigned to the renter, the renter shall not be entitled to the return of any fees.

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

Signature of Primary Skipper _____

Signature of Alternate Skipper _____

CYC Account Number _____

By: _____
Chicago YC Representative Date

PLEASE COMPLETE, SIGN, AND RETURN PROMPTLY. SIGNED FORM MUST BE RECEIVED BY THE CHAIRMAN OF THE CHICAGO YACHT CLUB KEELBOAT COMMITTEE OR THE KEELBOAT DIRECTOR BEFORE APPLICANT OPERATES KEELBOAT.

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