

Alamitos Bay Yacht Club Junior Sailing

Club Flyer Junior CHARTER AGREEMENT

This Club Flyer Junior Charter Agreement ("Agreement") dated for reference purposes February 1, 2012, is entered into between Alamitos Bay Yacht Club ("Owner" or "ABYC") whose address is 7201 East Ocean Blvd., Long Beach, CA 90803, and _____ whose address and phone number are _____. The parties agree as follows:

1. CHARTERED BOAT

The chartered boat consists of one (1) Club Flying Junior sail boat (Boat # _____) ("Boat").

2. TERM OF CHARTER

Owner lets and Charterer hires the Boat ("Charter") for the period: February 1 through June 15, 2012. Charterer shall pay Owner charter hire in the total sum of one hundred and seventy-five dollars (\$175) if an ABYC member or \$200 if not an ABYC member. Charterer shall pay a damage deposit of fifty dollars (\$50) ("Security Deposit") before taking possession of the Boat.

3. DELIVERY

Owner agrees to deliver the Boat at ABYC, in full commission for the purpose chartered, with the equipment described in Paragraph 7, in proper working order, outfitted for size and type on or before February 1, 2012, or another mutually agreed upon date.

4. NO ASSIGNMENT OR SUBCHARTER

Charterer shall not assign this Agreement or subcharter the Boat without the prior consent of Owner.

5. REDELIVERY

Charterer shall redeliver the Boat and its equipment, free and clear of any claim of lien indebtedness at the expiration of the Charter to Owner at ABYC in as good condition as when delivery was taken, ordinary wear and tear excepted. Charterer will pay to Owner the Security Deposit for damage to the Boat and its equipment. The Security Deposit shall be refunded within one month of redelivery if Owner makes no claims. Charterer shall be responsible for any and all damages or losses incurred including those over the cost of the Security Deposit.

6. INDEMNITY

Charterer agrees to defend, indemnify and hold harmless Owner, its employees, agents, officers and directors from any and all liability for injury, loss or damage to third persons, occasioned by the acts and conduct (whether due to negligence or otherwise) or default of Charterer, or Charterer's agents, representatives, employees or crew members, except to the extent any such liability is covered by Owner's insurance.

7. EQUIPMENT

Charterer acknowledges receipt of the following boat equipment in good condition and repair, unless concurrent with taking possession Charterer gives written notice to Owner any such equipment is missing or not in good condition or repair. If any parts of the boat are broken or lost during the period of use by the Charterer, they are responsible for replacing the parts and/or fixing the boat. The Owner does not assume responsibility for replacing parts. If parts are readily available from the Owner, a fee will be assessed and deducted from the original deposit of \$50.

1 mainsail & sheet, 1 jib sail & sheets, 1 spinnaker & sheets, 1 spinnaker pole, 1 rudder, 1 tiller & extension, 1 centerboard, 1 downhaul, 1 outhaul, 1 topping lift, & necessary plugs

8. ENTIRE AGREEMENT

This Charter sets forth the entire agreement of the parties and there are no warranties, expressed or implied, representations, conditions or agreements not specifically set forth.

OWNER: Alamitos Bay Yacht Club

CHARTERER (must be 18 years or older):

By: _____

By: _____ Date: _____

(skipper parent)

Date: _____

By: _____ Date: _____

(crew parent)