

Alamitos Bay Yacht Club Junior Sailing

SABOT CHARTER AGREEMENT

This Sabot Charter Agreement ("Agreement") dated for reference purposes June 22, 2009 is entered into between Alamitos Bay Yacht Club ("Owner") whose address is 7201 East Ocean Blvd. Long Beach, CA 90803, and _____ whose address and phone number is _____. The parties agree as follows:

1. CHARTERED BOAT

The chartered boat consists of one (1) Sabot sail boat (Boat # _____). (Herein referred to as "Yacht.")

2. TERM OF CHARTER

Owner lets and Charterer hires (the "Charter") the Yacht for the period: June 22, 2009 through August 7, 2009
Charterer shall pay Owner charter hire in the total sum of three hundred dollars (\$300)
Charterer shall pay a Damage Deposit (referenced later) of \$100 before taking possession of the chartered boat.

3. DELIVERY

Owner agrees to deliver the Yacht at Long Beach, California, 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 August 7, 2009.

4. NO ASSIGNMENT OR SUBCHARTER

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

5. REDELIVERY

Charterer shall redeliver the yacht and its equipment, free and clear of any claim of lien indebtedness at the expiration of the Charter to Owner at Alamitos Bay Yacht Club in as good condition as when delivery was taken, ordinary wear and tear excepted. Charterer will pay to Owner the sum of One Hundred DOLLARS (\$100), as security deposit for damage to the Yacht, its equipment, and/or it's cleaning. 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 damage 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 yacht 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 \$100.

1 Mainsail, 1 rudder, 1 tiller, 1 leeboard, 1 leeboard Handle, 1 mast, 1 boom, 4 Control Lines.

8. ADDITIONAL CONDITIONS

Subject to Equipment Inventory, Condition Report, Acceptance and Return Report and Liability Waiver.

9. 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:

By: _____

By: _____

Date: _____

Date: _____