CEDAR POINT YACHT CLUB

Charter Agreement

2012 PIXEL CHARTER AGREEMENT

Name of Sailor:_____ Name of Parent: _____

Address: _____ City: _____St: _____ Zip: _____

Home Phone: _____Email:_____

Hull #: _____ Bow #: _____Sail #: _____

Charter Fee: $1,200 inclusive of a $200 damage deposit. No refund of charter fee after May 1, 2012.

1. Sailor and Parent hereby charter the Pixel described above (the "Boat") for use during the summer Junior Sailing Program at Cedar Point Yacht Club ("CPYC"). Sailor and Parent agree that use of the boat will be in accordance with the following terms and conditions:
2. Except as specifically set forth in this Agreement, the Boat will be used by Sailor solely in connection with Sailor's participation in CPYC's Junior Sailing Program on the days and during the hours in which Sailor is enrolled and at regattas in which Sailor is entered through the Junior Sailing Program.
3. Sailor may use the Boat for clinics and regattas which are not part of the Junior Sailing Program only with the prior written consent of either the Junior Sailing Governor or the Program Chair for each such event.
4. Sailor will use, operate, and care for the Boat in a safe, seamanlike and responsible manner. Sailor will not use the Boat in weather or sea conditions that he or she is not competent to handle.
5. Transporting the Boat to away regattas and liability for damage to the Boat while being transported are the responsibility of Parent, regardless of how such transportation is accomplished.
6. Use of Boat is limited to Sailor and other individuals enrolled in CPYC summer program who have been authorized by a CPYC instructor.
7. After each use, sails will be properly rolled and stored, the Boat will be fresh-water rinsed and properly tied down, and all equipment (rudder, tiller, spinnaker pole, etc.) properly stored.
8. ABSOLUTELY NO alterations, drilling of holes, equipment changes, replacements, or repairs will be made to the boat without the prior permission of CPYC in each instance.
9. Parent acknowledges responsibility for the full cost of any damage or loss to the Boat, which in all cases shall include sails, mast, boom, rigging, blades, rigging and all equipment, (other than normal wear and tear), which cost may exceed the damage deposit. The damage deposit will be applied by CPYC to the reasonable cost of loss or damage to the Boat, (excluding normal wear and tear which shall be determined solely by the judgment of CPYC). Parent agrees to reimburse

CPYC for the full extent of any damage caused by Sailor to the Boat or to any other private property, including any other boats. Any damage or loss must be reported immediately to CPYC.

10. Parent acknowledges that the Boat is designed for use by two persons, that the parents of each sailor on the Boat will be responsible for loss or damage to the Boat, and that CPYC will not be responsible for resolving disputes between families regarding liability for damage or loss.
11. CPYC reserves the right to suspend Sailor's use of the Boat, with no refund due if, in opinion of a CPYC instructor or employee, Sailor uses the Boat in an unsafe or careless fashion.
12. Although requests for specific partners and positions on the boat (i.e. - skipper or crew) will be considered, the program reserves the right to make final determinations as to boat pairs and positions on club charter boats. Early in the program, the program intends to mix boat pairings and positions for evaluative and instructional purposes.
13. Sailor will wear a USCG and JSA approved PFD at all times when in Boat, and will comply with all government regulations and all rules of CPYC, the Junior Sailing Program, and the JSA of LIS.

_____ _____ _____ _____

Parent Date Sailor Date

_____ _____

CPYC Representative Date