CEDAR POINT YACHT CLUB

Charter Agreement

2012 OPTIMIST CHARTER AGREEMENT

Name of Sailor:_____ Name of Parent: _____

Address:_____ City: _____ St: ____ Zip:_____

Home Phone: _____ Email: _____

Hull #: _____ Name: _____CPYC #_____Sail #: _____

Charter Fee: $625 inclusive of a $100 damage deposit. No refund of charter fee after May 1, 2012.

Sailor and Parent hereby charter the Optimist 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:

1. 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;
2. 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;
3. 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.
4. 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;
5. Use of Boat is limited to Sailor and other individuals enrolled in CPYC summer program who have been authorized by an instructor of CPYC;
6. After each use, sails will be properly rolled and Boat and equipment will be properly stored;
7. 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;
8. Prior to first use of Boat, Sailor will sign an Equipment Check List verifying presence of all equipment associated with Boat. At the end of the Junior Sailing Program the Boat will be inspected for damage and/or missing parts or equipment;
9. Parent acknowledges responsibility for the full cost of any damage or loss to the Boat, which in all cases shall include air bags, sail, 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. Any damage or loss must be reported immediately to CPYC;

10. CPYC reserves the right to suspend Sailor's use of Boat, with no refund due, if, in opinion of a CPYC instructor or employee, Sailor uses the Boat in an unsafe or careless fashion;

11. 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 JSA of LIS;

_____ _____ _____ _____

Parent Date Sailor Date

_____ _____

CPYC Representative Date