



2009 Cruzan Open One Design Regatta

St. Croix Yacht Club, Teague Bay
St. Croix, US Virgin Islands
April 10-11, 2009

CHARTER AGREEMENT

This agreement entered into this _____ of _____, 2009 between the St. Croix Yacht Club, hereinafter "SCYC" and _____ hereinafter "lessee" and _____ hereinafter "sailor".

Address: _____

Telephone number: _____

Fax number: _____

Email: _____

Lessee hereby leases Boat Charter fees will be as follows: (free for SCYC members)

Optimist: \$ 50

Sunfish: \$ 50

420: \$ 80

Unfortunately, we do not anticipate having Lasers available for charter.

For the two days, with a \$200.00 security/damage deposit.

The security deposit shall be refunded within 2 weeks of the conclusion of the charter contingent upon the boat and its equipment being returned to SCYC with no damage as confirmed by final inspection at the SCYC.

The Lessee is responsible for all boats and equipment chartered, and assumes all risk for loss and damage to said boats and equipment for whatever reason, including but not limited to theft, misuse, negligence or act of God, regardless of the fault or lack of fault of the Lessee.

The Lessee shall use the boat and its equipment in accordance with all rules of US Sailing and all rules of the SCYC.

The Lessee shall not sublet the boat or its equipment to any other person. SCYC reserves the right to deny anyone the right to charter any boat for any reason.

SCYC, in its sole discretion, may deduct from the Lessee's security deposit any amounts needed to repair and/or replace the boat or equipment as a result of damage occasioned during the term of the charter. In the event that the cost to repair and/or replace the boat and/or equipment exceeds the amount of the security deposit, the Lessee shall be liable to SCYC for any additional amounts needed to repair and/or replace the boat and/or equipment.

SCYC disclaims all warranties, whether express or implied, with regard to the equipment and boat chartered and makes no representations as to the condition of same. Lessee agrees that he/she is leasing the boat and its equipment AS/IS.

SCYC reserves the right to deny anyone the right to charter any boat if, in their sole discretion, they determine that that conditions and/or situations would be unsafe.

The Lessee warrants that the sailor of the boat has sufficient knowledge, experience and skill to properly operate the boat and undertakes this agreement at his/her own risk with full awareness of the inherent dangers of sailing.

The fact that SCYC agrees to Lease a boat and/or its equipment to a Lessee does not imply that the SCYC is qualified to assess and/or is assessing the proficiency of the Lessee and/or sailor regarding boat handling and/or the weather conditions that may be encountered by during the term of the charter. SCYC shall not be liable for any bodily injury or property damage to the Lessee and/or sailor during the term of the charter.

Date

Lessee

Date

Sailor

Date

For St. Croix Yacht Club