



CLUB FLEET CHARTER FORM

Name of Charterer, a CYC MEMBER: _____

For use by (check one): Myself Sponsored Person: _____

Type of vessel: **Club 420** Charter Period: **FB Spring 2010** Charter Fee: _____

The charterer, a member in good standing of Chicago Yacht Club ("Club"), does hereby charter the above described vessel for use in races and sailing events scheduled by the Club during the charter period stated and for club use of the person(s) above described, upon the terms and conditions stated below, and agrees that the charter fee shall be charged to his/her account, together with any charges occasioned by loss or damage to the vessel, as herein below provided, and agrees that all such charges billed to him/her shall be paid when due.

1. The club undertakes that the above vessel shall be complete with such of the following standard equipment as is essential to racing the vessel: mast, boom, sheets, halyards, centerboard, sails, rudder, and spinnaker pole, and shall be delivered in good sailing condition.
2. The vessel is currently dry-moored on the premises of the Club at the Belmont Harbor Station, and is to remain dry-moored at that location throughout the period of the charter, except only when in use pursuant to the next provision.
3. The vessel will be used only on the waters of Belmont Harbor on such days during the charter period when representatives of the Club's Sailing Dinghy, Junior Activity, or Race committees are present and a safety boat is operating under the auspices of one of the said Committees. It shall be the responsibility of the charterer or the person(s) above named to launch the vessel before each sailing period, and to remove it from the water after the conclusion of each sailing period, placing it upon its cradle, if any, and returning it in ship-shape secured condition to the dry-mooring area assigned to it. Without the consent of the Sailing Dinghy or the Junior Activities Committee, the vessel shall not be removed from Belmont. The vessel shall not be used unless the charterer or the person(s) above named are present at Belmont at the time.
4. The charterer agrees for himself and the person(s) above named to abide by all rules from time to time promulgated by the Sailing Dinghy, Junior Activity, or Race Committee about the sailing and racing of said vessels, and for their proper handling, and further agrees that at all times when in use, a Coast Guard approved life jacket shall be worn, which jacket shall be furnished at the expense of the charterer.
5. At the end of the charter period, the charterer will relinquish possession of the vessel to Chicago Yacht Club, in as good condition as when it was received, reasonable wear and tear excepted.
6. The charterer hereby undertakes and agrees to reimburse the Club for any loss or damage of vessel, equipment or sails resulting from his or the user's negligence. In case of dispute as to whether such loss or damage was occasioned by negligence, the matter shall be heard by a committee consisting of one member from the Sailing Dinghy Committee, one member from the Junior Activities Committee, and one member from the Stations Committee, and the decision of any two of said committee shall be final and binding both on the Club and on the Charterer. The charterer hereby agrees for himself, and for each person who uses said vessel during the charter period with his consent, and whether or not such person is a minor, and for his and their respective heirs, personal representatives and assigns, to hold harmless Chicago Yacht Club, its directors, officers, committees, members, successors and assigns, of and from any and all liability whatsoever for bodily injury or death occurring during the use of said vessel. Any use of the vessel by the person(s) above named, or by persons, whom they permit, shall be deemed with charterer's consent.
7. It is a specific condition of this charter that neither Chicago Yacht Club nor any director, officer, committee or members as such shall be liable for any injury or damage whatsoever to persons or property caused or resulting from the use of the chartered vessel, or during any race or use of said vessel whatsoever, and that the charterer and all persons using said vessel with his express or implied consent do so solely at their own risk.
8. Each Charterer shall supply a credit card number or Chicago Yacht Club member number for a \$250 Damage Deposit. Part or all of this Damage Deposit may be forfeited in the event that the sailor is found responsible for a collision causing damage to other boat(s) and equipment. All decisions by the Chicago Yacht Club in this regard are final.

The foregoing terms and conditions are accepted and agreed to for the period of the charter above stated. CYC hereby charters the above described vessel under the foregoing terms and conditions.

Signature of CYC Member	CYC Acct	Credit Card Number	Expiration

By: _____
 Chicago YC Representative Date

PLEASE COMPLETE, SIGN, AND RETURN PROMPTLY. SIGNED FORM MUST BE RECEIVED BY THE CHAIRMAN OF THE CHICAGO YACHT CLUB SAILING DINGHY COMMITTEE BEFORE APPLICANT OPERATES DINGHY.

SEND SIGNED CHARTER FORM ALONG WITH COMPLETED ENTRY FORM TO:
Race Coordinator **For additional information call: 312-861-7771**
Attn: Frostbite Series racecoordinator@chicagoyachtclub.org
400 E Monroe <http://www.chicagoyachtclub.org>
Chicago, IL 60603