

OCEAN CITY YACHT CLUB SUMMER BOAT LEASE AGREEMENT

Name of Parent or guardian (Lessee): _____

Address: _____

City: _____ State: _____ Zip Code: _____

Telephone: _____

Cell Phone: _____

Name of Student / Junior Member (Operator): _____

Lessee to read this entire agreement before signing this document

Ocean City Yacht Club (herein after referred to as the LESSOR) agrees to lease to the undersigned (herein after referred to as the LESSEE) certain boat hull, rigging, sail(s) and equipment (herein after collectively referred to as the CRAFT) for use solely by the LESSEE'S child, grandchild or dependent (herein after referred to as the OPERATOR) and solely for LESSOR approved use.

THE LESSEE CERTIFIES THAT HE/SHE HAS EXAMINED THE CRAFT AND FINDS IT ACCEPTABLE AND SUITABLE FOR THE PURPOSE FOR WHICH IT IS LEASED AND UNDERSTANDS THE RULES, REGULATIONS AND PERMITTED USE(S) OF THE CRAFT.

The LESSEE acknowledges that equipment included with the CRAFT is in suitable and acceptable condition and that he/she and the OPERATOR will maintain both CRAFT and equipment in a safe, dependable condition during the term of this SUMMER BOAT LEASE AGREEMENT.

LESSEE FOR HIM / HERSELF AND ON BEHALF OF THE OPERATOR AGREES TO REPORT ANY ACCIDENT, MALFUNCTION OR BREAKDOWN OF THE CRAFT TO LESSOR IMMEDIATELY.

LESSEE agrees not to use, nor permit the use of the CRAFT: 1) for any unlawful purpose; 2) in a careless or negligent manner; 3) By any person other than the OPERATOR and, if applicable, the OPERATOR'S crew, as approved by the LESSOR.

LESSEE acknowledges his/her responsibility for the safe and proper operation of the CRAFT; and for the safety and welfare of other boaters, persons, and passengers.

It is AGREED AND UNDERSTOOD BY LESSEE that the LESSOR shall not be held liable for damages, inconvenience, or time lost caused by accident, breakdown or malfunction of the CRAFT. LESSEE FURTHER AGREES to indemnify and hold harmless the LESSOR and its agents and personnel from, and against, any and all claims for loss of or damage to property or injury to persons (including death) resulting through the use, operation or possession of the CRAFT. LESSEE further agrees to hold

the LESSOR harmless should loss or damages occur to any of LESSEE'S, OPERATOR'S, or any other individual's personal property while carried in, or on, the CRAFT, including loss or damage by fire, water, theft or any other causes whatsoever. LESSEE expressly agrees to indemnify and hold LESSOR and its agents and personnel harmless of, from and against any and all loss, cost, damages, attorney fee and/or liability in connection with the enforcing of the forgoing rental contract by LESSOR, including expense incurred in connection with attempting to collect delinquent rent and to recover possession of the CRAFT and/or to enforce any terms, conditions and/or provisions hereof. It is understood and agreed that Venue and any action hereunder shall be in the county of LESSOR.

In the event of malfunction, breakdown, or if any defect is discovered after acceptance of the rental CRAFT, the LESSEE will immediately report it to LESSOR. Continued use of the CRAFT shall be entirely at the LESSEE'S risk and LESSEE assumes all liability for injury and damage to all persons and property that may be occasioned by such continued use.

The agreements contained herein and the LESSOR'S rules are for the safety and welfare of all who use the facilities. The LESSEE certifies that he/she has read and understands said rules and regulations and further assumes the responsibility that the OPERATOR will obey the rules.

Should any term or condition of this SUMMER BOAT LEASE AGREEMENT be held void or unenforceable, then that term shall be deemed severed from this Agreement and the enforceability of the remainder shall not be affected and will remain in full force and effect.

THE TERMS AND CONDITIONS OF THIS AGREEMENT CONTAIN THE ENTIRE UNDERSTANDING BETWEEN LESSEE AND LESSOR AND NO OTHER REPRESENTATION OR INDUCEMENT, ORAL OR WRITTEN, HAS BEEN MADE WHICH IS NOT INCLUDED IN THIS AGREEMENT. I (WE) HAVE READ ALL PAGES OF THE AGREEMENT AND FULLY UNDERSTAND THE TERMS AND CONDITIONS AS SET FORTH HEREIN. I (WE) ACKNOWLEDGE RECEIPT OF A COPY OF THIS AGREEMENT.

LESSOR: **OCEAN CITY YACHT CLUB**

by: _____

Date:

LESSEE: _____
(print name)

(signature)

Date: