



## OKOBOJI YACHT CLUB SAILING SCHOOL, INC.

### MC SCOW Lease Agreement

This sailboat lease agreement ("lease") is entered into this \_\_\_\_ day of \_\_\_\_\_ 2019, by and between the Okoboji Yacht Club Sailing School, Inc. ("OYCSS") and \_\_\_\_\_ ("Leasee").

Whereas, OYCSS has available for lease an MC SCOW sailboat with hull identification number (HIN) \_\_\_\_\_ built by Melges Boats Works in the year \_\_\_\_\_, ("Sailboat");

and

Whereas, OYCSS desires to lease said for the season / month beginning \_\_\_\_\_, 2019 and ending \_\_\_\_\_, 2019 ("Season" / "Month"),

Now, therefore, the parties hereto agree as follows:

1. OYCSS hereby leases to Leasee the boat for the Season for the fee of six hundred dollars (\$600.00) / Month for the fee of two hundred fifty dollars (\$250.00) and subject to the conditions hereinafter provided. Additionally, a three hundred dollars (\$300.00) damage deposit will be required. Damage deposit will be refunded at the end of the lease if the Sailboat passes damage inspection. Leasee will be provided a 'practice' sail to be used during classes. Leasee is encouraged to purchase racing sails for club racing and regattas. Leasee will not be allowed to lease for a third season, unless a boat remains available after all qualified Leasees have leased boats.
2. Leasee and minor, \_\_\_\_\_ ("Boat Skipper"), hereby lease the Sailboat for the Season for the use of the Boat Skipper subject to the conditions herein after provided.
3. Leasee agrees to maintain the Sailboat including its equipment and sail in the condition in which received, promptly replacing lost fittings and repairing any damage. Leasee will treat the boat as if owned by Leasee taking care to see that is properly covered and tied down when not in use and not abused when in use. Leasee will fully insure Sailboat, (including all sails and equipment), for both liability and damages (bodily injury and property) and at leasee's expense, assuming a value for said Sailboat and equipment of \$5,000.00, naming OYCSS as an additional insured, and Leasee will obtain liability insurance covering the Sailboat in all circumstances including racing.
4. Leasee shall be responsible for the launching and rigging of the boat prior to its initial use and thereafter will launch and rig the boat as and when necessary.
5. OYCSS shall provide Leasee with the use during the season of a boat lift at the OYCSS hoist dock. Leasee will use and care for that lift as if it were the Leasee's own property, assuring that the boat lift is returned to OYCSS at the end of the Season / Month in at least as good a condition as when received. Leasee is responsible for repairs/ upgrades to boat lift for the duration of the Lease.
6. Leasee shall participate in the regular Okoboji Yacht Club racing as scheduled, weather permitting, for a majority (50% or more of scheduled races) of the racing scheduled during the Season / Month.
7. By leasing Sailboat for the Season / Month, Leasee and Boat Skipper shall join the Okoboji Yacht Club as a member is required for the 2020 season.
8. The Sailboat may be used by the OYCSS to conduct private lessons outside of the scheduled MC SCOW sailing school programing, or club racing.



9. Lessee and/ or Boat Skipper is free to use Sailboat at other times during the Season / Month subject to OYCSSL control.
10. Use of Sailboat is at the complete discretion of OYCSSL which may, at any time, cancel this lease and repossess the boat if OYCSSL, in its sole discretion, determines that the boat has been misused and abused or not used in accordance with this lease.
11. Lessee agrees to indemnify and hold harmless the OYCSSL and the Okoboji Yacht Club and the officers, directors and members of each organization from and against any loss, claim, injury or other liability arising out of there relating to the Sailboat and its equipment, its use in the participation by Lessee, and others who sail on or use Sailboat in the OYCSSL, Okoboji Yacht Club sponsored activities and otherwise.
12. There is no guarantee of an MC SCOW trailer for regatta travel and any off-lake use will be approved by OYCSSL.
13. Lessee and Boat Skipper is required to attend a mandatory 1-hour session to review boat handling, docking procedures, boat set-up, rig tune, boat lift operations, mooring procedures, and general required maintenance. The Boat Skipper will be tested on skills taught as part of this session prior to taking boat out with crew.
14. Lessee will register the boat/sail number as given by OYCSSL. The boat/sail number will match the one listed on the Sailboat hull.
15. Lessee will be responsible to coordinate an End of Lease Check-in inspection with the OYCSSL Program Director prior to derigging the Sailboat and placing it on a provided storage trailer. Any damages will be accessed during this inspection and storage process.

In witness whereof the parties hereto have executed this lease as of this \_\_\_\_ day of \_\_\_\_\_ 2019.

**Okoboji Yacht Club Sailing School, Inc**  
Randy Gould, OYCSSL Program Director

**Lessee: (Parent or Guardian)**

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

CC: Brad Farrar, Executive Director

**EXHIBITS:**

- Exhibit A: Condition Check List
- Exhibit B: Detail Images of Sailboat Condition - Photos, \_\_\_\_\_ Pages