



## OKOBOJI YACHT CLUB SAILING SCHOOL, INC.

### X-BOAT 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 X-Boat sailboat with hull identification number (HIN) \_\_\_\_\_ built by \_\_\_\_\_ 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 five hundred and twenty-five dollars (\$525.00) / Month for the fee of two hundred and twenty-five dollars (\$225.00) and subject to the conditions hereinafter provided. Additionally, a two hundred fifty dollar (\$250) 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 set of 'practice' sails to be used during classes. Leasee is encouraged to purchase a set of 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 sails 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 \$4,000.00, 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 Sailing School and 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 indicate there is serious interest in buying a new or used sail boat for the following season. Joining 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 X-Boat sailing school programing, or club racing.
9. Boat Skipper is free to use boat at other times during the Season / Month subject to OYCSS control.
10. Use of Sailboat is at the complete discretion of OYCSS which may, at any time, cancel this lease and repossess the boat if OYCSS, in its sole discretion, determines that the boat has been misused and abused or not used in accordance with this lease.
11. Leaseee agrees to indemnify and hold harmless the OYCSS 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 Leaseee, and others who sail on or use Sailboat in the OYCSS, Okoboji Yacht Club sponsored activities and otherwise.
12. There is no guarantee of an X-Boat trailer for regatta travel and any off-lake use will be approved by OYCSS.
13. Leaseee is required to attend a mandatory meeting on Sailboat set-up and maintenance. This informational meeting will go over the routine operations of Sailboat equipment, rig set-up and tune; as well as boat hoist operations including mooring.
14. Boat Skipper is required to attend a mandatory, one-day session as part of their X-Boat class 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.
15. Leaseee will register the boat/sail number as given by OYCSS. The boat/sail number will match the one listed on the Sailboat hull.
16. Leaseee is required to provide a boat name as part of Inland Lake Yachting Association (ILYA) X Class rules. A vinyl decal, with the boat name, may be affixed to the hull as approved by OYCSS. There will be a minimum charge of \$25 for graphic removal at the end of the season if not removed prior to End of Lease Check-in. Leaseee shall remove vinyl decal without damaging gelcoat finish.
17. Leaseee will be responsible to coordinate an End of Lease Check-in inspection with the OYCSS Program Director prior to derigging the Sailboat and placing it on a provided storage trailer. Any damages will be assessed 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, OYCSS Program Director

**Leasee: (Parent or Guardian)**

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Print Name

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Signature

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Signature

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Date

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Date

CC: Brad Farrar, Executive Director

**EXHIBITS:**

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