



**OKOBOJI YACHT CLUB SAILING SCHOOL, INC.**  
**2020 X-BOAT Lease Agreement**

This sailboat lease agreement ("lease") is entered into this \_\_\_\_ day of \_\_\_\_\_ 2020, by and between the Okoboji Yacht Club Sailing School, Inc. ("OYCSSL") and \_\_\_\_\_ ("Leasee").

Whereas, OYCSSL has available for lease an X-Boat sailboat with hull identification number (HIN) \_\_\_\_\_ built by \_\_\_\_\_ in the year \_\_\_\_\_, ("Sailboat");  
and

Whereas, OYCSSL desires to lease said for the Full Season / ½ Season beginning \_\_\_\_\_, 2020 and ending \_\_\_\_\_, 2020 ("Full Season" / "½ Season"),

Now, therefore, the parties hereto agree as follows:

1. OYCSSL hereby leases to Leasee the boat for the Full Season for the fee of five hundred and fifty dollars (\$550.00) / ½ Season for the fee of three hundred dollars (\$300.00) 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 Lessees 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 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 including the contraction of COVID-19 / Novel CORONAVIRUS or other liability arising out of there relating to the Sailboat and its equipment, its use in the participation by Leasee, and others who sail on or use Sailboat in the OYCSSL, Okoboji Yacht Club sponsored activities and otherwise.
4. 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.
5. 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 Full Season / ½ Season.
6. 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 OYCSSL as an additional insured, and Leasee will obtain liability insurance covering the Sailboat in all circumstances including racing.
7. Leasee is responsible for proper cleaning all components of the boat. In addition, OYCSSL will not perform sanitizing of the Sailboat. The Leasee will maintain a proper sanitizing routine before and after use as to reduce and stem the spread of a virus. Please refer to the CDC for recommended procedures.
8. 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.



9. OYCSSL shall provide Lessee with the use during the season of a boat lift at the OYCSSL Marina. Lessee will use and care for that lift as if it were the Lessee's own property, assuring that the boat lift is returned to OYCSSL at the end of the [Full Season / ½ Season](#) in at least as good a condition as when received. Lessee is responsible for repairs/ upgrades to boat lift for the duration of the Lease.
10. By leasing the Sailboat for the [Full Season / ½ Season](#), Lessee and Boat Skipper indicate there is serious interest in buying a new or used sailboat for the following season. Joining the Okoboji Yacht Club as a member is required for the 2021 season.
11. The Sailboat may be used by the OYCSSL to conduct private lessons outside of the scheduled X-Boat sailing school programming, or club racing.
12. Boat Skipper is free to use boat at other times during the [Full Season / ½ Season](#) subject to OYCSSL control and Approval.
13. There is no guarantee of an X-Boat trailer for travel and all off-lake use will be Approved by OYCSSL.
14. Lessee 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.
15. 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.
16. Lessee will register the boat/sail number as given by OYCSSL. The boat/sail number will match the one listed on the Sailboat hull.
17. Lessee 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 OYCSSL. There will be a minimum charge of \$50 for graphic removal at the end of the season if not removed prior to End of Lease Check-in. Lessee shall remove vinyl decal without damaging Sailboat finish.
18. 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 \_\_\_\_\_ 2020.

**Okoboji Yacht Club Sailing School, Inc**  
Randy S. Gould, OYCSSL Executive Director

**Lessee: (Parent or Guardian)**

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

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

CC: Brad Farrar, Finance Manager

**EXHIBITS:**

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