



Long Beach Sailing Foundation

BARE BOAT CHARTER AGREEMENT

This Bare Boat Charter Agreement dated April 22, 2013 for reference purposes, is entered into between the **LONG BEACH SAILING FOUNDATION** (“Owner”), P.O. Box 3116, Long Beach, CA 90803, and

Joe Sailor (“Charterer”) whose address is P.O. Box 9999, Long Beach, CA 90853.

Owner and Charterer agree as follows:

1. **CHARTERED YACHT**

The chartered vessel(s) consists of 1 Catalina 37 racing sloop(s) designated as #1 - 11, and hereinafter, whether one or more vessels, referred to as the “Yacht.”

2. **TERM**

Owner agrees to let the Yacht to Charterer for the period of May 1, May 8, May 15, May 22 and May 29, 2013 (Wet Wednesday Series 1).

3. **CHARTER HIRE**

Charterer agrees to pay Owner Charter Hire in the total sum of \$1,100.00 prior to taking delivery of the Yacht.

4. **CHARTERER’S AUTHORITY & RESPONSIBILITY FOR RUNNING EXPENSES**

Full authority regarding operation and management of the Yacht is transferred to Charterer for the Term and Charterer agrees to pay all running expenses during the Term.

5. **SECURITY DEPOSIT**

Charterer shall provide a Security Deposit of \$500.00 prior to Delivery which shall be held by Owner and may be used in, or towards, the discharge of any liability that Charterer may incur under this Agreement, including but not limited to cleaning, repairs, or the replacement of equipment. To the extent not so used, Charterer’s Security Deposit shall be refunded within ten (10) business days of Redelivery.

6. **DELIVERY**

Owner shall deliver the Yacht at the Long Beach Yacht Club, in full commission and working order, seaworthy, clean, and outfitted as required by law. Charterer shall inspect the Yacht before beginning the charter and must immediately notify Owner in writing of any missing Equipment or visible defects in the condition of the Yacht or its Equipment. Charterer shall acknowledge delivery of the Yacht in good condition and fully equipped by completing an Acceptance and Return Report.

“Equipment” means the following:

Deck Gear (gear box)

- 2 Genoa Cars
- 2 Screacher Blocks
- 3 Foreguy Blocks w/snapshackles
- 2, 8” Speed Winch Handles
- 1, 10” Winch Handle
- 1 Bilge Pump Handle

Safety Gear (storage box under step)

- 8 Life Jackets
- 1 Danforth Anchor & Rode -
20’ chain, 100’ rope
- Emergency Tiller & Deck Plate key
- Emergency Box- Whistle, flares, 1st Aid kit
- Throwable cushion

Running Rigging

- 2 Jib Sheets
- 1 Foreguy
- 2 Spinnaker sheets w/shackles
- 2 Afterguys w/shackles & donuts

Other

- Spinnaker Pole
- 4 dock lines
- Fire Extinguisher
- Ice Chest
- Bucket & Sponge
- 2 boat fenders
- Ignition key
- Companionway padlock

7. **REDELIVERY**

Charterer shall redeliver the Yacht to Owner at the Long Beach Yacht Club free of any debts incurred for Charterer's account during the Term and in the same and as good condition as when delivery was taken, ordinary wear and tear excepted. **CHARTERER IS RESPONSIBLE FOR ANY AND ALL DAMAGES OR LOSSES SUFFERED DURING THE TERM OF THE CHARTER, OTHER THAN ORDINARY MAINTENANCE, REGARDLESS OF FAULT.**

8. **USE OF YACHT & ADHERENCE TO CLASS RULES**

Charterer shall use the Yacht for recreational/sporting purposes only and shall not transport merchandise or carry passengers for hire, or engage in any trade. Charterer shall comply and shall ensure that guests comply with all applicable federal, state and local laws. **THE TOTAL NUMBER OF INDIVIDUALS ON BOARD WHILE THE YACHT IS UNDER MOTOR OR SAIL SHALL NOT EXCEED 12 PEOPLE.**

Charterer agrees to abide by and comply with the rules of the Catalina 37 One-Design Class Association (the "Class Rules") which are incorporated herein by reference. Charterer may seek a relief from one or more specific Class Rule(s) by submitting a request in writing to the Long Beach Sailing Foundation (LBSF) prior to an event. Failure to abide by the Class Rules without obtaining prior authorization may result in forfeiture of the Security Deposit and ineligibility to charter in the future.

9. **DRUG RESTRICTION**

The use, transport or possession of illegal drugs or narcotics, including marijuana, or of any other contraband, or the participation in any other unlawful activity is strictly prohibited. Violation by the Charterer or any guest shall be cause for termination of the Charter with forfeiture of all Charter Hire paid.

10. **INDEMNITY**

Charterer agrees to defend, indemnify and hold harmless Owner, its employees, agents, officers and directors from any and all claims and liabilities for injury, loss or damage to Charterer, guests, invitees and to any third parties that may be occasioned by the negligent or intentional acts of Charterer, Charterer's agents, representatives, or employees, or Charterer's guests or invitees. Such claims and liabilities may, or may not be, covered by insurance available to Charterer as set forth below.

11. **INSURANCE**

Owner shall insure the Yacht against customary risks for a Yacht of this size which insurance shall also cover third party liabilities. A portion of the Charter Hire has been allocated to procurement of insurance for Charterer's benefit and the Charterer shall be entitled to coverage under Owner's insurance. Copies of the insurance policies shall be available for inspection by Charterer prior to Delivery. The Charterer must determine whether such insurance coverage and the applicable limits and deductibles are adequate and appropriate for Charterer's purposes and, if necessary, procure additional coverage prior to commencing the Charter.

Charterer may be liable for sums greater than the deductible of Owner's insurance if Charterer or any of his/her guests acts in a manner (intentionally or otherwise) that voids or limits coverage under Owner's insurance.

Owner's insurance does not cover loss or damage to Personal Effects while on board or ashore.

12. **BREAKDOWN OR DISABLEMENT**

If Owner is unable make Delivery of the Yacht, or in the event of a breakdown or disablement during the Term of the Charter which has not been brought about by any act or default of the Charterer or Charterer's guests, the Owner shall make a pro-rata refund of the Charter Hire for the period of the disablement, or non-delivery.

13. **NO ASSIGNMENT OR SUBCHARTER**

The Charterer shall not assign this Agreement, sub-let the Yacht, or part with control of the Yacht without written consent of the Owner, which Consent may be on whatever terms the Owner deems necessary.

14. **MARITIME LIENS**

Charterer does not have the right, power or authority to create or incur liens on the Yacht or credit of the Owner, nor shall Charterer permit any liens to be imposed upon the Yacht for any reason. Charterer shall defend, indemnify and

hold harmless Owner from any such liens. Charterer shall not abandon the Yacht or enter into a salvage agreement without consent of the Owner.

15. ARBITRATION CLAUSE

Any dispute, claim or controversy arising out of or relating to this Agreement or the breach, termination, enforcement, interpretation or validity thereof, including the determination of the scope or applicability of this agreement to arbitrate, shall be determined by arbitration in Los Angeles County before one arbitrator. The arbitration shall be administered by JAMS pursuant to JAMS' Streamlined Arbitration Rules and Procedures. The parties are jointly and severally liable for payment of JAMS arbitration fees and arbitrator compensation and expenses. Each Party shall pay its pro-rata share of JAMS fees and expenses as set forth in the JAMS fee schedule in effect at the time of the commencement of the arbitration. In the event that one Party has paid more than its share of such fees, compensation and expenses, the arbitrator may award against any Party any such fees, compensation and expenses that such Party owes with respect to the arbitration. Judgment on the award may be entered in any court having jurisdiction. This clause shall not preclude parties from seeking provisional remedies in aid of arbitration from a court of appropriate jurisdiction.

16. CHARTERER'S ASSURANCES

Charterer certifies that he/she is experienced and competent in the handling and operation of the Yacht and has sufficient, practical knowledge of seamanship, piloting and Rules of the Road for the purpose chartered. Charterer shall not delegate any duties to any person not similarly qualified. Charterer represents and warrants that if executing this Agreement as an individual, he/she is executing it on his/her own behalf, or that if executing this Agreement on behalf of a corporation, partnership, company or association, that he/she has the authority to bind such organization.

17. ENTIRE AGREEMENT

This charter sets forth the entire agreement of the parties. No waiver or modification of this Agreement shall be effective unless made in writing and signed by both parties.

OWNER:

Signature - For The Long Beach Sailing Foundation Date

CHARTERER:

Signature – Joe Sailor Date