

Agreement New

This agreement establishes the terms of shared access on a 1978 O'Day 25 sailboat and equipment (vessel) between _____ (owner) and _____ (lessee). Parties are exchanging labor and maintenance in exchange for access and useage of vessel. Both parties shall contribute labor towards prepping, launching, hauling, storing, repairing and maintaining vessel for the duration of this contract

Payments

- Lesee shall contribute a reasonable amount of labor in lieu of payment. Both parties acknowlege that it is a group effort to prep, launch and maintain vessel and will in good faith contribute towards the greater good of the boating experience
- Owner shall be financially responsible for all parts and supplies associated with maintenance and repair except in the event that lesee damages vessel or equipment
- Both parties shall in good faith contribute to expendable costs and delivery (shipping of expendables or transportation of vessel to fuel dock) for items such as fuel, oil and toilet paper

Liability and Damages

- Lesee is responsible for any damage they cause during operation or caused by faulty repairs. Should the owner improperly repair or cause damage during operation they shall be liable
- Lesee may not file a claim through owner's insurance
- Lesee is allowed to use owner's on-water towing coverage in the event of a fuel outage, emergency, equipment failure or other event that would not permitt them to safely return to the vessel to its slip
- Parties shall inform one another of any emergency, damage or equipment failures as soon as possible
- Either party may remove vessel from the water in the event of an emergency. Owner is responsible for any haul out fees unless lesee is found to be at fault for such an emergency. Lesee shall be responsible for fees if it is determined that vessel was not in danger
- Owner strongly encourages lesee to purchase comprehensive insurance
- Lesee understands the risks involved with sailing and servicing an older vessel. Lesee shall hold owner harmless for any injuries or death resulting from the

operation, occupancy, maintenance or repairs of vessel

- Lessee assumes all liability of themselves and their guests

Operation and Access

- Each party shall have reasonable mutually agreed upon shared access to vessel for private use. Should parties disagree on fair useage a 50/50 timeshare shall be implemented. Useage of vessel while both parties are on board shall not count against timeshare.
- Each party agrees to operate the vessel in a safe manner and within all applicable laws, USCG regulations and Chicago Harbor rules
- Lessee acknowledges that certain skills and experience is required to properly operate vessel in a safe manner. If it is found that Lessee does not possess such skills this contract may be terminated at owner's discretion
- Vessel shall not be operated if the condition of equipment has or is likely to fail or cause an unsafe condition
- Lessee acknowledges that the vessel is a used, 42 year old boat and that conditions of vessel and its equipment are expected for something of this age
- Vessel shall not be operated at night without proper navigation lights
- Vessel is considered a pleasure craft and shall not be used for commercial purposes
- Each party is entitled to private usage of the vessel. Guests are allowed on board only while a party is present
- No more than two people shall attempt to board the dinghy
- Vessel occupancy is determined by USCG regulations and/or placard
- Vessel shall not be removed from the water or operated outside of NOAA LMZ741 or LMZ742 without written permission from owner. Text messages, emails or signed letters shall be deemed acceptable
- Equipment shall not be removed from vessel without written permission of owner
- Dinghy shall not be removed from home harbor without written permission of owner
- Both parties are independentaly responsible for their own behavior and legal operation of vessel
- Registration, insurance cards and USCG required equipment shall be present during operation of vessel
- Lessee agrees to keep the vessel reasonably clean
 - Garbage and debris shall be cleared at least once a week
 - Head should be regularly inspected and emptied
 - No debris shall be left on Chicago Harbor's property unless it is being disposed of in an appropriate manner

- Owner and Lessee agree to leave vessel in a safe and secure manner when operating/occupancy has ceased (dock lines in place, bimini folded, cushions in cabin, locks on hatch & dinghy, motor(s) turned off, etc)

Length of Contract and Termination

- Contract shall be in effect for the duration of the 2020 boating season (April 1st until October 31st) and includes any time necessary to prepare boat for launch or storage
- Either party may terminate this agreement at any time. In the event of termination lessee shall be responsible for any missing equipment and/or outstanding damages caused by them
- Upon termination lessee shall return any equipment in their possession to the owner
- Lessee shall not attempt to access vessel or use equipment once agreement has been terminated or expired