

**MANCHESTER SAILING ASSOCIATION, INC.  
420 CHARTER AGREEMENT**

This Agreement (the "Agreement") covers the charter of a 420 sailboat owned by the Manchester Sailing Association, Inc. ("MSA"), a corporation of Massachusetts, to the Skipper and Crew named below (hereinafter "Charterers"), who individually and jointly assume certain obligations specified herein including payment to MSA of the specified charter fee at the time this agreement is entered into.

**CHARTERERS**

SKIPPER'S NAME: \_\_\_\_\_ AGE: \_\_\_\_\_

ADDRESS: \_\_\_\_\_

CREW'S NAME: \_\_\_\_\_ AGE: \_\_\_\_\_

ADDRESS: \_\_\_\_\_

Chartered 420: \_\_\_\_\_ Charter Fee: \_\_\_\_\_

Date(s) of Charter: \_\_\_\_\_ Regatta: \_\_\_\_\_

1. **Charterers.** 420's shall be chartered only to MSA 420 Race Team members who, in the sole discretion of the MSA Program Director, are deemed to have sufficient qualifications to handle the 420 in the above-identified regatta taking into account the number of regattas previously attended by the Charterers and the requirements for 420's in the MSA program.
2. **Restrictions on Use.** The charter is for the above-identified Charterers only and the Charterers agree not to permit the 420 to be operated by any other person or persons. The Charterers agree to use the 420 exclusively for participation in the above-identified Regatta. During the Date(s) of Charter, the Charterers shall not use the 420 for any purpose other than sailing in the above-identified regatta.
3. **Delivery of 420.** At the commencement of the charter, MSA will deliver the 420 to the Charterers at the facilities of MSA in proper working order with all standing and running rigging, tiller, mainsail, jib, spinnaker, spinnaker pole and such other equipment as is necessary for participating in the above-identified regatta. The Charterers are responsible for supplying Personal Floatation Devices.
4. **Return of 420.** The Charterers agree to surrender the 420 as directed by the MSA Program Director or the Director's appointed representative in the condition it was received by the Charterers or better. The Charterers shall be liable for any repairs required to bring the 420 into the same condition as when it was delivered to the extent that any needed repairs are not covered by MSA's insurance.
5. **Defects and Accidents.** The Charterers shall IMMEDIATELY NOTIFY MSA by telephone or otherwise of any mechanical or structural defect which interferes with the safe operation of the 420, or any accident or grounding in which the 420 was involved and will confirm such report in writing forthwith upon request of MSA.
6. **Insurance.** MSA, at its own expense, keeps the 420 fully insured against fire, collision, perils of the sea, theft and other risks normally insured against under standard marine coverage, and maintains on its own behalf protection and indemnity insurance with respect to third parties, for death and injuries to persons and property.

**MSA SHALL NOT BE RESPONSIBLE FOR ANY PERSONAL INJURY, DEATH OR PROPERTY DAMAGE TO EITHER CHARTERER HOWSOEVER CAUSED AND EACH CHARTERER SHALL INDEMNIFY MSA WITH RESPECT TO ANY CLAIM FOR PERSONAL INJURY, DEATH OR PROPERTY DAMAGE NOT COVERED BY MSA'S INSURANCE.**

**IN THE EVENT THAT ANY ACT OR OMISSION OF EITHER CHARTERER NULLIFIES ANY SUCH INSURANCE, THE CHARTERERS SHALL BE OBLIGATED SEVERALLY AND JOINTLY TO PAY TO MSA ANY AND ALL LOSSES AND INDEMNIFY MSA AGAINST ANY AND ALL CLAIMS AND DEMANDS WHICH WOULD OTHERWISE HAVE BEEN COVERED BY SUCH INSURANCE.**

7. **Default.** Upon failure of either of the Charterers to perform or observe any provision of this agreement, MSA may forthwith repossess the 420. However, any such repossession shall not release the either of the Charterers from his/her obligations to pay any amounts or to indemnify MSA as provided in this agreement.

8. **No Assignment or Sub-Charter.** The Charterers agree not to assign this agreement or sub-charter the 420.

9. **Authority.** It is hereby agreed that the authority regarding the operation of the 420 is hereby transferred to the Charterers for the charter period.

10. **Governing Law.** This agreement shall be enforced and interpreted in accordance with the laws of the Commonwealth of Massachusetts.

11. **Binding Agreement.** This agreement shall be binding upon the parties hereto and their respective heirs, executors, administrators, successors and assigns.

MANCHESTER SAILING  
ASSOCIATION

CHARTERERS  
Skipper

By \_\_\_\_\_  
MSA Program Director (Representative)

Signature \_\_\_\_\_

Printed Name: \_\_\_\_\_

Crew

Signature \_\_\_\_\_

Printed Name: \_\_\_\_\_

**PARENTAL AGREEMENT IF SKIPPER IS UNDER 18 YEARS OF AGE**

The undersigned, \_\_\_\_\_, does hereby represent that he/she is the parent or legal guardian of the above-identified SKIPPER and, in consideration of MSA's entering into the above identified Agreement agrees to carry out and be bound by each of the terms and conditions in the above Agreement and agrees to indemnify, save and hold harmless MSA from any loss that results in the SKIPPER's non-performance of the obligations specified in this Agreement.

Signed: \_\_\_\_\_ Relationship to Skipper: \_\_\_\_\_

Address: \_\_\_\_\_

**PARENTAL AGREEMENT IF CREW IS UNDER 18 YEARS OF AGE**

The undersigned, \_\_\_\_\_, does hereby represent that he/she is the parent or legal guardian of the above-identified CREW and, in consideration of MSA's entering into the above identified Agreement agrees to carry out and be bound by each of the terms and conditions in the above Agreement and agrees to indemnify, save and hold harmless MSA from any loss that results in the CREW's non-performance of the obligations specified in this Agreement.

Signed: \_\_\_\_\_ Relationship to Crew: \_\_\_\_\_

Address: \_\_\_\_\_