

MANCHESTER SAILING ASSOCIATION TRAILER CHARTER AGREEMENT

This Agreement (the "Agreement") covers the charter of a Trailer owned by the Manchester Sailing Association, Inc. ("MSA"), a corporation of Massachusetts, to the Charterer named below, who assumes certain obligations specified herein including the advanced payment of the specified charter fee at the time this Agreement is entered into.

CHARTERER'S NAME:

ADDRESS:

DRIVER(S) NAME(S), AGES(S), ADDRESS(ES), VEHICLE MAKE AND MODEL:

Chartered TRAILER:

Charter Fee: \$50/regatta

Date(s) of Charter:

Regatta:

- 1. Charterer.** The Trailer shall be chartered only to a person who, in the sole discretion of the MSA Program Director, are deemed to have sufficient qualifications and equipment to tow the Trailer to the above specified regatta. Charterer may designate other drivers if they are also approved by the MSA Program Director and listed above.
- 2. Restrictions on Trailer Use.** The charter is for the identified Charterer and the Charterer agrees not to permit the Trailer to be operated by any other person. The Charterer agrees to use the Trailer only for transporting a boat or boats to and from the specified Regatta. During the Date(s) of Charter, the Charterer shall not use the Trailer for any other purpose.
- 3. Delivery of TRAILER.** At the commencement of the charter, MSA will deliver the TRAILER to the Charterer at the facilities of MSA in proper working order.
- 4. Return of TRAILER.** The Charterer agrees to return the TRAILER as directed by the MSA Program Director or the Director's appointed representative in the condition it was received by the CHARTERER or better. The Charterer shall be liable for any repairs required to bring the TRAILER into the same condition as when it was delivered to the extent that the repairs are not covered by MSA's insurance.
- 5. Defects and Accidents.** The Charterer shall IMMEDIATELY NOTIFY MSA by telephone or otherwise, of any mechanical or structural defect which interferes with the safe operation of the TRAILER, or any accident in which the TRAILER was involved and will confirm such report in writing forthwith upon request of MSA.

6. Insurance. MSA, at its own expense, keeps the TRAILER fully insured against fire, collision, theft and other risks normally insured against under standard coverage, and maintains on its own behalf protection and indemnity insurance with respect to third parties.

MSA SHALL NOT BE RESPONSIBLE FOR ANY PERSONAL INJURY, DEATH OR PROPERTY DAMAGE TO THE CHARTERER HOWSOEVER CAUSED AND 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 THE CHARTERER NULLIFIES ANY SUCH INSURANCE, THE CHARTERER SHALL BE OBLIGATED TO PAY TO MSA ANY AND ALL LOSSES AND INDEMNIFY MSA AGAINST ALL CLAIMS AND DEMANDS WHICH WOULD OTHERWISE HAVE BEEN COVERED BY SUCH INSURANCE.

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

8. No Assignment or Sub-Charter. The Charterer agrees not to assign this agreement or sub-charter the TRAILER.

9. Authority. It is hereby agreed that the authority regarding the operation of the TRAILER is hereby transferred to the Charterer 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

CHARTERER

By _____
MSA Program Director (Representative)

Signature _____

Printed Name:
