

RUSH CREEK YACHT CLUB

CLUB BOAT CHARTER AGREEMENT

1. Charter Agreement. This Club Boat Charter Agreement is made among and between Rush Creek Yacht Club, The Rush Creek Educational Fund (collectively "RCYC") and the Charterer. The Charterer is:

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|----------------------------|-------|---|
| Name | _____ | P L E A S E P R I N T |
| Address on Club Records | _____ | |
| Telephone | _____ | |
| Email | _____ | |
| Member Number | _____ | |

2. Consideration and Purpose. In consideration of the payment of the Charter Fees and other good and valuable consideration, the receipt and sufficiency of which is acknowledged, Charterer charts the designated Club Boat for the date(s) indicated in the RCYC Club Boat reservation system from RCYC on the terms and conditions herein:

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| M A R K O N E | ___ | a. as a Participant in the Club Boat Program. |
| | ___ | b. as a Day Charter. |
| | ___ | c. _____ [other special purpose approved by Board of Governors] |

3. Charterer's Obligations. Charterer agrees: (a) that s/he will be the master/person in charge of the Club Boat; (b) to abide by the Club Boat Policies and Procedures, as may be amended from time to time; (c) to pay the applicable Club Boat fees and charges; (d) to obtain a waiver of liability from crew and guests; (e) to operate the Club Boat under the U.S. Coast Guard Inland Rules as made applicable to the public waters of the State of Texas; (f) to comply with all other applicable laws and regulations; (g) to not transport merchandise or carry passengers for hire; (h) to operate the Club Boat only on Lake Ray Hubbard, Texas; (i) to use the Club Boat only for racing under the *Racing Rules of Sailing* or daysailing; (j) to not remove the Club Boat from the water except in exigent circumstances; and (k) to return the Club Boat each day after use and at the end of the charter to the RCYC dock in good order and condition, reasonable wear and tear excepted.

4. RCYC Obligations. RCYC agrees to provide a Club Boat, being an IC-24 one-design class sailboat with all necessary equipment, at the RCYC docks, subject to availability, and to insure the boat and its equipment against damage and loss. The determination of the amount of boat or equipment damage or loss less than the amount of the insurance deductible or \$500.00, whichever is greater, shall be made by the Rear Commodore – Club Boats and shall not be subject to challenge.

5. Loss of Boat; Damage. Charterer and RCYC will share in loss of and damage to the Club Boat and lost or damaged equipment as follows: (a) Charterer shall be responsible for the first \$500.00 (or the amount of the insurance deductible, if greater) of boat damage or lost or damaged equipment; (b) if, upon submission of a claim to the insurance company providing coverage, coverage is denied in whole or in part, liability for boat and equipment damage or loss shall be established by arbitration as provided in section 7(b) hereof.

6. Waiver of RCYC Liability; Indemnification.

(a) RCYC shall not be held responsible for loss or damage to the personal property of or for any injury suffered by the Charterer, or any member of his or her party, regardless of whether any such loss or injury occurs on board the Club Boat or elsewhere, unless such loss, damage or injury is the direct and proximate result of RCYC's sole negligence.

(b) The Charterer covenants and agrees to indemnify, defend, protect, release and hold RCYC free and harmless from and against any and all actions, causes of action, legal proceedings, demands, suits, claims, costs (including any attorney fees, expert fees and court costs), damages, fines, penalties, sanctions, judgments, losses or liabilities in connection therewith which may be asserted by the Charterer, RCYC, or any third party, on account of, as a result of, or arising out of: (i) any violation of the terms or provisions of this Club Boat Charter Agreement; or (ii) any misconduct, negligence, criminal act, gross negligence, intentional act, or unauthorized act of the Charterer; or (iii) personal injury or death, or property damage, or damage to the environment caused by, arising out of, or in any way incidental to or in connection with the use, operation or maintenance of the Club Boat, regardless of (x) whether such personal injury or death, including injury to or death of personnel of the Charterer or any third person, or damage to or the loss of use of any property or damage to the environment, (y) whether caused by the Charterer's sole fault or liability or the concurrent fault or liability of the Charterer and the RCYC, or the sole fault or liability of the RCYC, and (z) whether such fault or liability is based on a theory of legal liability, negligence, strict liability, breach of contract, breach of warranty, intentional act, gross negligence or misconduct, the unseaworthiness of any vessel, or any combination thereof.

(c) For the purpose of this Club Boat Charter Agreement: (i) the term "Charterer" shall include the officers, employees, agents, representatives, guests, or invitees of the Charterer and any person for whom each is responsible; and (ii) the term "RCYC," shall include its affiliated entities, members, managers, agents, officers, employees, and persons for whom each is responsible.

7. Governing Law; Dispute Resolution; Binding Effect.

(a) This Club Boat Charter Agreement is governed by the laws of the State of Texas except its conflict of laws principles.

(b) In the event of any dispute or controversy regarding or arising out of this Club Boat Charter Agreement, it is agreed that the same shall be subject to binding arbitration in Rockwall County, Texas, before the panel described in the Club Boat Policies and Procedures. The arbitration shall be conducted under procedures similar to the then current Commercial Arbitration Rules of the American Arbitration Association. Judgment on any award shall be entered in Rockwall County, Texas.

(c) This Club Boat Charter Agreement is binding upon the parties, their heirs, executors, administrators, successors, and assigns.

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| RCYC: |
| By: _____ Rear Commodore – Club Boats |
| Date: _____, _____. |

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| CHARTERER: |
| _____ Signature |
| Date: _____, _____. |