



NATIONAL SAILING CLUB

& MARINA AT LAKE LAGO

Charter Agreement

Attached you will find a Charter Reservation Form. Please fill it out and e-mail, fax or mail it with your payment to our office. Feel free to call. Phone: 800.276.7245, Fax: 281.867.8222, Email: kosailing@kosailing.com.

Cost: All activities are priced per schedule days and include the following: Sailing, eSUP, SUP, Kayak, and 22' Dolly Rental.

Normal wear and tear is expected, however, new and existing rental customers are fully responsible for damage beyond normal wear including damage caused by a collision. Scratches on the bottom of the boat are not considered normal wear and tear, and will require an appropriate fee. Sailors are also responsible for lost, stolen, or damaged equipment.

Cancellation Policy:

If you must cancel a charter reservation, we require 1 week advanced notice. If we have had to turn away other charters you will be charged in full.

What Should You Bring?

All rental customers should bring their own personal safety equipment along with any other personal sailing equipment needed for a rental with drastic wind and temperature variations.

Charterer Information:

Parent's Name (Charterer's name): _____

Sailor's Name: _____

Address 1: _____

Address 2: _____

City, State, Zip: _____

Country: _____

Phone: _____

Cell Phone (For contact at the event): _____

Email: _____

Representations and Responsibilities:

- **BY CHARTERING A BOAT YOU ARE ACCEPTING THE HOLD HARMLESS AGREEMENT SHOWN AT THE BOTTOM OF THIS FORM.**
- **AS THE CHARTERER YOU REPRESENT HAVING PROPER KNOWLEDGE OF AND EXPERIENCE WITH; THE OPTIMIST, THE RACING RULES OF SAILING 2017 - 2020, IN ADDITION TO US SAILING AND THE US COAST GUARD REQUIREMENTS FOR REQUIRED SAFETY EQUIPMENT.**
- **AS THE CHARTERER YOU RECOGNIZE THE HAZARDS INVOLVED WITH SAILING AND THAT BOATING CAN BE DANGEROUS. WITH THAT, YOU, THE CHARTERER, WITH CAPTAIN ARE MAKING CHOICES WEATHER PROCEDURE.**

By chartering a boat you are accepting the following lease/hold harmless agreement:

Charterer hereby assumes all risk of injury to any person or property from any cause whatsoever in connection with the possession and use of the Chartered Activity Charterer hereby indemnifies and holds KO Sailing harmless from any claim, action, proceeding, damages and liabilities, including reasonable attorney's fees and court costs, arising from or in connection with the Charterer's possession, use and return of the Chartered Opti. The Charterer shall maintain the Chartered Opti clean and presentable and in the same condition as accepted at the beginning of the Charter Term. Particular attention should be given to the hull bottom, which can become scratched if proper care and facilities are not provided when removing the boat from the water and storing on shore. The bottom should be scratch free when returned. Charterer hereby assumes all risk of loss and damage to the Chartered Opti including lost or stolen gear.

Any controversy or claim arising out of this contract, the breach hereof, any claim for damages for bodily injury sustained by the Charter or its guests by reason of negligence on the part of KO Sailing, its employees, officers or other agents, or any claim for damages for bodily injury sustained by way of any other cause of any nature whatsoever, shall be settled by an arbitration held in the Texas City of Texas and administered by the American Arbitration Association under its applicable rules. Judgment on the award rendered by the arbitrator(s) may be entered in any court having jurisdiction thereof. Excepted from this agreement to arbitrate is any action brought by KO Sailing to collect unpaid charter fees.

This Charter Agreement shall be governed by the laws of the State of Texas, without regard to Texas choice of law rules, and the applicable laws of the United States of America.

Charterer:

(Print Name)

(Signature)

Payment Information:

Credit Card #:

Expiration Date:

CID Code:

Name on the Card: