

**THE VICTORIA SAILING SCHOOL**  
**1776 S Jackson St #116, Denver CO 80210**  
**(303) 697-7433**

**WHY BUY CHARTER AGREEMENT (Page 1 of 2)**

<p>DATE _____</p> <p>NAME _____</p> <p>ADDRESS _____</p> <p>CITY _____ ZIP _____</p> <p>PHONE HOME _____</p> <p style="padding-left: 40px;">WORK _____</p> <p style="padding-left: 40px;">FAX _____</p> <p style="padding-left: 40px;">CELL _____</p> <p>EMAIL _____</p> <p>OCCUPATION _____</p> <p>DRIVERS LIC. # _____</p> <p>MEMBERSHIP TYPE (Please Check:</p> <p style="padding-left: 20px;">Full      Single      Double      Triple</p> <p style="padding-left: 20px;">Partial   Single      Double</p> <p>VISA/MASTERCARD # _____</p> <p style="padding-left: 40px;">Maximum Charge \$ 1000.00 U.S.</p> <p>EXP. DATE _____ CSC code _____</p> <p>IN CASE OF EMERGENCY, VSS SHOULD CONTACT</p> <p>_____ PHONE _____</p> <p>_____ PHONE _____</p> <p>WITNESS _____</p> <p>DATE _____</p> <p>WITNESS NAME (Printed) _____</p> <p>ADDRESS _____</p>	<p># OF YEARS SAILED _____</p> <p>HAVE YOU EVER OWNED A SAILBOAT _____</p> <p>IF YES, PLEASE FILL OUT THE FOLLOWING:</p> <table style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 25%;">TYPE</td> <td style="width: 25%;">LENGTH</td> <td style="width: 25%;">PERIOD OWNED</td> <td style="width: 25%;">LOCATION</td> </tr> <tr> <td>_____</td> <td>_____</td> <td>_____</td> <td>_____</td> </tr> <tr> <td>_____</td> <td>_____</td> <td>_____</td> <td>_____</td> </tr> </table> <p>HAVE YOU EVER LEASED/RENTED A SAILBOAT _____</p> <p>IF YES, PLEASE FILL OUT THE FOLLOWING:</p> <table style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 25%;">TYPE</td> <td style="width: 25%;">LENGTH</td> <td style="width: 25%;">PERIOD OWNED</td> <td style="width: 25%;">LOCATION</td> </tr> <tr> <td>_____</td> <td>_____</td> <td>_____</td> <td>_____</td> </tr> <tr> <td>_____</td> <td>_____</td> <td>_____</td> <td>_____</td> </tr> </table> <p>DO YOU HAVE A YACHTING LOSS HISTORY _____</p> <p>IF YES, PLEASE GIVE A BRIEF EXPLANATION _____</p> <p>_____</p> <p>_____</p> <p>HAVE YOU EVER COMPLETED A FORMAL SAILING SCHOOL, POWER SQUADRON OR COAST GUARD COURSE? IF YES, PLEASE DETAIL _____</p> <p>_____</p> <p style="text-align: center;"><b><u>STATEMENT OF QUALIFICATION</u></b></p> <p>IN MY OPINION, I AM QUALIFIED TO SKIPPER THE BOATS IN THE WHY BUY PROGRAM. I FURTHER AGREE TO ALLOW NO OTHER PERSONS TO SKIPPER THE VESSELS.</p> <p>SIGNATURE _____</p> <p>DATE _____</p>	TYPE	LENGTH	PERIOD OWNED	LOCATION	_____	_____	_____	_____	_____	_____	_____	_____	TYPE	LENGTH	PERIOD OWNED	LOCATION	_____	_____	_____	_____	_____	_____	_____	_____
TYPE	LENGTH	PERIOD OWNED	LOCATION																						
_____	_____	_____	_____																						
_____	_____	_____	_____																						
TYPE	LENGTH	PERIOD OWNED	LOCATION																						
_____	_____	_____	_____																						
_____	_____	_____	_____																						

**WHY BUY PROGRAM REGULATIONS**

In all instances in this document, Why Buy Club refers to Victoria Sailing School.com (VSS) and Why Buy Club.

**DELIVERY:** The Why Buy Club agrees to place a vessel at any or all of the following locations, Cherry Creek, Chatfield Reservoir, Lake Dillon, or Carter Lake for use by members registering for the "WHY BUY". All vessels shall be in working order with the required safety equipment for use by 5 adults. VSS reserves the right to block off time for required maintenance to these vessels.

**INSURANCE:** The vessels in the "WHY BUY" program are insured against fire, marine and collision risks by a standard marine hull and machinery insurance obtained by VSS. This insurance, subject to the applicable deductible (\$ 1000.00 U.S.) by its terms, shall insure against loss due to risk enumerated in the policy occurring while the vessels are in the possession of, and operated by members of the "WHY BUY" program.

Should an incident occur which may result in damage, personal injury and / or loss of life, "WHY BUY" member must notify the Why Buy Club as soon as possible, not later than 24 hours, of all details of the event. Should the vessel be damaged, the "WHY BUY" member shall not attempt repairs without the express written consent of the VSS.

**RUNNING EXPENSES & NAVIGATIONAL LIMITS:** The VSS shall be responsible for the expense of fuel & oil as well as general maintenance of the vessels. General maintenance refers to all standard wear & tear on the vessel. The Why Buy Club will not be responsible for any damage which is caused by negligence on the part of the "WHY BUY" member.

In Cherry Creek the vessels in the "WHY BUY" program, are not to be navigated within 100 ft. of the small shoal located just east of the marina, nor are the vessels to be operated south of the # 4 buoy or inside the stump buoys on the south side of the marina.

**Initials:** \_\_\_\_\_

**DATE:** \_\_\_\_\_

## WHY BUY CHARTER AGREEMENT (Page 2 of 2)

**RESTRICTED USE:** The "WHY BUY" member agrees that the vessel shall be employed exclusively as a pleasure vessel for the sole and proper use of himself and stated party and shall not be used to carry passengers or cargo for hire, to propel or tow any vessel or other object; while "WHY BUY" member or other authorized driver of vessel is under the influence of alcohol, hallucinatory drugs, narcotics, barbiturates, or other substance impairing his consciousness or ability to react; in contravention of any customs, traffic, or other regulations; by any person other than the "WHY BUY" member unless prior written permission has been obtained from VSS; nor in any way violate the laws of the United States of America, or any other government within the jurisdiction of which the vessel may be at the time during the charter.

Insurance will not apply if the vessel is sailed or underway when visibility is restricted, in gale force or higher winds, or if the "WHY BUY" member fails to adhere to the navigational restrictions set forth in this agreement and reiterated by the Manager. In these events the "WHY BUY" member is fully and completely liable for any and all damages sustained to the vessel or its occupants unless it can be established that such action was necessary through emergency circumstances not created by the "WHY BUY" member.

The "WHY BUY" member agrees not to assign this agreement or sub-charter the vessel.

The "WHY BUY" member agrees that pets will not be brought aboard the vessel.

**RETURN OF VESSEL:** The "WHY BUY" member agrees that the vessel is to be used in four (4) hour increments during the day; defined as 1) dawn to 12:00 noon, 2) 12:30 to 17:00 and 3) 17:30 to dusk. The "WHY BUY" member agrees to have the vessel back at the berth in reasonable time to have the vessel cleaned and in the same state as when the "WHY BUY" member took delivery of the vessel. Any "WHY BUY" member who repeatedly disregards these time limits is subject to loss of membership with no refund of monies. A "WHY BUY" member shall be notified by email and given reasonable time to correct the problem before membership is forfeited.

**DISCLAIMER / INDEMNITY:** The Why Buy Club is only responsible for loss or damage suffered by the "WHY BUY" member or third parties, in connection with the charter of this vessel where such loss or damage was caused intentionally or through gross negligence on its part. In all other cases the Why Buy Club is not responsible. "WHY BUY" members or guests shall hold the Why Buy Club, the Victoria Sailing School, Cherry Creek Marina, Chatfield Marina, State of Colorado, Lake Carter Marina, Larimer County, Dillon Marina, Summit County & Denver Water Board harmless against all such claims.

"WHY BUY" member also agrees to hold the Why Buy Club, the Victoria Sailing School, Cherry Creek Marina, Chatfield Marina, State of Colorado, Lake Carter Marina, Larimer County, Dillon Marina, Summit County & Denver Water Board and all their insurance companies harmless from any and all liability whatsoever in connection with scuba diving, snorkeling or any other such activities. The Why Buy Club accepts no responsibility for any allegedly defective condition of the vessel and gives no warranty implied or otherwise with respect to the vessel, related equipment or anything supplied, included but not limited to outboard motor dinghy or fuel.

**SECURITY DEPOSIT:** If the refundable security deposit in the amount specified on this agreement is deposited by the "WHY BUY" member, it will be applied against any arrears of membership fee, reservation fees or the repair of any damages or loss of equipment not otherwise covered by insurance or late charges. Said deposit will be returned to the "WHY BUY" member within 10 days of the vessel being removed from service at the end of the year.

The Why Buy Club will make final acceptance of the "WHY BUY" member during the check out.

Terms and conditions of this contract will be interpreted in accordance with the laws of the State of Colorado. Both parties mutually agree that the venue for any dispute arising under this contract shall be in Jefferson County, Colorado.

**SIGNATURE:** \_\_\_\_\_

**DATE:** \_\_\_\_\_