

## 420 LICENSE AGREEMENT

WHEREAS, the Parent and the Sailor want the Sailor to have use of a 420 Sailboat (“420”) in connection with the Sailor’s participation in the 2010 Hull Yacht Club Junior Sailing Program (the “Program”); and

WHEREAS, the Hull Yacht Club, Inc. (“HYC”) has possession of 420s for the purpose making them available to certain participants in the Program.

NOW THEREFORE, in exchange for valuable consideration, the receipt and sufficiency of which is hereby expressly acknowledged, the Parent and the Sailor (collectively the “Licensees”) and HYC agree to this 420 License Agreement on the on the terms and conditions set forth below.

1. **License of 420.** HYC hereby grants to Licensees a license for the Sailor to use a 420 when participating in the Program and when under the direct supervision of a Program instructor.
2. **Non-Exclusive License.** This License confers the right to use a 420 but not the right to use any specific 420 or the right to be exclusively the skipper or the crew of a 420. Decisions about the specific 420 used and the role of the Sailor on the 420 shall be made by Program instructors in their exclusive discretion.
3. **License Period.** The License Period shall the 2010 sailing season and Sailor’s rights of use exist only during Program hours or while at Program sanctioned events.
4. **License Fee.** The License Fee shall be \$225 and shall not be refundable unless the HYC is unable to provide the Licensees with a functioning 420 for a material period of time.
5. **Condition of 420.** HYC shall provide a 420 in good working order for the use of the Sailor.
6. **No Assignment.** This License is not assignable.
7. **Liability.** HYC and Licensees agree that for such time as the Sailor is steering a 420, such 420 shall be owned by the Licensees for insurance and liability purposes. Licensees shall be exclusively responsible for any injury or property damage caused by the 420 when it is being steered by the Sailor.
8. **Damage to the 420.** Licensees shall be responsible for any damage, other than normal wear and tear, to a 420 that occurs while the Sailor is steering the 420. Licensees shall have 5 days to repair any such damage to the 420. If such repairs are not completed within 5 days of the occurrence of the damage, HYC has the right to have the repairs made and Licensees shall be responsible for the cost of such repairs.
9. **Indemnity and Hold Harmless.** Licensees shall indemnify and hold harmless the HYC and its members, directors, officers and employees, of and from any claims, costs, expenses, damages, and liabilities, including personal injury, death or property damage claims arising or in any manner occasioned by the operation or use of any 420 during the License Period.
10. **No Warranties.** HYC makes no representations, promises, statements or warranties, express or implied, with respect to the merchantability, suitability or fitness for purpose of a 420. HYC shall not be liable to the Licensees or to any other person or party for any loss, claim, demand, liability, cost, damage or expense of any kind, caused, or alleged to be caused, directly or indirectly, by a 420, or by any inadequacy thereof for any purpose, or by any defect therein.
11. **Counterparts.** This License may be signed in counterparts, each of which shall be deemed to be an original, and all of which shall be deemed to be one and the same instrument.

12. **Severability.** If any court or tribunal determines than any part of this License is unenforceable, each party agrees that said paragraph or term shall be severable and that all remaining terms and provisions shall remain in full force and effect.
13. **Modification.** This License may not be modified or amended, in whole or in part, without the written agreement of the Licensees and the HYC.
14. **Governing Law.** This License is governed by the law of the Commonwealth of Massachusetts and is to be effective as a sealed instrument.

IN WITNESS WHEREOF, the parties have hereunto set their hand and seals this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

LICENSEES,

PARENT: Print Name: \_\_\_\_\_ Signature: \_\_\_\_\_ Date: \_\_\_\_\_

SAILOR: Print Name: \_\_\_\_\_ Signature: \_\_\_\_\_ Date: \_\_\_\_\_

HYC by its authorized agent,

Print Name: \_\_\_\_\_ Signature: \_\_\_\_\_ Date: \_\_\_\_\_