



Scotland SCIO

Scottish Charity Number SC047162

# Sailability Scotland SCIO Lease Agreement

## Standard Lease Agreement Terms

### Definitions

The following definitions are used but not otherwise defined in the Agreement:

Term	Definition
<b>Casualty Value</b>	Means the market value of the Equipment at the end of the Term or when in relation to a Total Loss, the market value the Equipment would have had at the end of the Term but for the Total Loss. The Casualty Value may be less than but will not be more than the original purchase price of the Equipment.
<b>Equipment</b>	Means the boat and/or trailer, including any items of equipment normally associated with a boat.
<b>Total Loss</b>	Means any loss or damage that is not repairable or that would cost more to repair than the market value of the Equipment.

### Lease

The Owner agrees to lease the Equipment to the Hirer, and the Hirer agrees to lease the Equipment from the Owner in accordance with the terms set out in the Agreement.

### Term

The Agreement commences on April 1, and will continue for one year (The "Term").

### Rent

The rent will be paid annually of £200, in advance, beginning on April 1, (The "Rent")

### Use of Equipment

The Hirer will use the Equipment in a good and careful manner and will comply with all of the manufacturer's requirements and recommendations respecting the Equipment and with any applicable law respecting the use of the Equipment.

The Hirer will use the Equipment for the purpose for which it was designed and not for any other purpose.

Unless the Hirer obtains the prior written consent of the Owner, the Hirer will not alter, modify or attach anything to the Equipment unless the alteration, modification or attachment is easily removable without damaging the functional capabilities or economic value of the Equipment.

The Owner may request the Hirer to make the Equipment available for reasonable use to maximise the Equipments usage.

### **Repair and Maintenance of Equipment**

The Hirer will, at the Hire's own expense, keep the Equipment in good repair, appearance and condition, normal and reasonable wear and tear accepted. The Hirer will supply all parts that are necessary to keep the Equipment in such a state. If the Equipment is not in good repair, appearance and condition when it is returned to the Owner, the Owner may make such repairs or may cause such repairs to be made as are necessary to put the Equipment in a state of good repair, appearance and condition, normal and reasonable wear and tear excepted. The Owner will make the said repairs within a reasonable time of taking possession of the Equipment and will give the Hirer written notice of and invoices for the said repairs. Upon receipt of such invoice, the Hirer will immediately reimburse the Owner for the actual expense of those repairs.

The Hirer may, but is not obligated to, enforce any warranty that the Owner has against the supplier or manufacturer of the Equipment. The Hirer will enforce such a warranty or indemnity in its own name and at its own expense.

### **Warranties**

The Equipment will be in good working order and good condition upon delivery. The Equipment is of merchantable quality and is fit for the following purpose:

- Sail training
- Sailing regattas
- Transporting to venues

### **Loss and Damage**

To the extent permitted by law, the Hirer will be responsible for the risk of loss, theft, damage or destruction to the Equipment from any and every cause.

If the Equipment is lost or damage, the Hirer will continue paying Rent, will provide the Owner with prompt written notice of such loss or damage and will, if the Equipment is repairable, put or cause the Equipment to be put in a state of good repair, appearance and condition.

In the event of Total Loss of the Equipment, the Hirer will provide the Owner with prompt written notice of such loss and will pay to the Owner all unpaid Rent for the Term plus the Casualty Value of the Equipment, at which point ownership of the Equipment passes to the Hirer.