

This is a Template and not an offer to enter into a similar agreement. These agreements are negotiated separately with each club to ensure the best fit for that club's needs and the requirements of Wind Athletes Canada to comply with all rules and regulations applicable to a Registered Canadian Amateur Athletic Association

FUNDRAISING AND BOAT USE AGREEMENT

THIS AGREEMENT made this ___ day of ___ 2026

BETWEEN:

**WIND ATHLETES CANADA
(hereinafter "WAC")**

and

**XX SAILING CLUB
(hereinafter "XXSC")**

WHEREAS Wind Athletes Canada is a Registered Amateur Athletic Association with the objective of promoting high performance sailboat racing in Canada and supporting Canadians competing internationally in sailing.

AND WHEREAS the XXSC is a not-for-profit Club incorporated in the Province of _____.

AND WHEREAS the Canadian Sailing Community recognizes that the XXSC operates a sailing school which includes race training programs, which are a critical element of the Canadian Sport System's development of athletes for the Canadian Sailing Team, which represent Canada at the Olympic Games and other International Competitions.

AND WHEREAS Wind Athletes Canada wishes to assist the XXSC in enhancing its efforts to continue to produce athletes for the Canadian Sailing Team by helping to ensure the quality of the equipment needed for its race training program meets the needs of its race training program in order to become more competitive with similar programs in other countries.

AND WHEREAS Wind Athletes Canada wishes to be in a position to ensure the necessary maintenance standards for the race program boats are sufficient to ensure Canadian Athletes are able to train and race at the development level of race training provided by XXSC with well-maintained equipment that is competitive with similar programs in other countries.

In consideration of the mutual covenants set out below, the parties hereto agree as follows:

Wind Athletes Canada, using money raised from charitable donations, will purchase a fleet of racing dinghies mutually deemed suitable by the parties hereto for the intended purposes described above, taking into account developments in technology, types of boats being used by other clubs, access to one-design racing, etc. and agrees to lease these boats to the XXSC for \$10/ boat per year on the following conditions:

1. WAC will only purchase as many boats as donations made for this purpose allow.
2. XXSC will use these boats for its Race Training Program (or whatever you Club calls it), a racing focused program which prepares athletes to compete on a Provincial and / or National Youth level. The term of the agreement will vary depending on the age of the boats at the time they are purchased as set out below.

For a new boat the term of this agreement will be 7 years from the date of purchase, regardless of that actual age of the boat. A new boat is defined as a boat that has never been sailed, and will generally be a boat that is purchased from the manufacturer. An exception may be made at the sole and absolute discretion of WAC if WAC deems the amount of use of the boat to be so minimal that it should be considered to be a new boat.

For used boats the term of the agreement will be 7 years less the age of the boats at the time of purchase. This will impact the number of years that the boats will be depreciated before the sale of the boats to XXSC. For example a 3 year old boat will be depreciated for 4 years before the club can purchase the boat. The age of a used boat will be based on the boat serial number containing the date of manufacture. If the hull serial number does not contain a date, reasonable best efforts will be used to establish the age of the boat and agreed upon by both parties prior to purchase. A used boat is any boat that has been sailed unless it is deemed to be a new boat as per the provisions for defining a lightly used boat as a new boat set out above.

3. XXSC shall insure all risks and store all the boats purchased at no cost to WAC.
4. XXSC shall maintain the boats in a condition acceptable to WAC.
5. There will be bi-annual inspections of the fleet by a representative of WAC, who shall be _____ unless otherwise agreed by both parties. Any maintenance issues identified must be corrected within a reasonable amount of time, as determined by both parties. Attached as Schedule A is a non-exhaustive

- maintenance checklist that WAC inspector will use. XXSC office or the harbour staff will be notified at least 2 working days in advance of the inspection in order to access the area where the boats are stored. The inspections shall be done during regular business hours unless otherwise agreed.
6. XXSC shall arrange for winter storage for the boats that is suitable to protect the boats from the winter elements.
 7. In the event that the boats are not stored or maintained in a suitable state, WAC will communicate and discuss solutions and a deadline acceptable to both parties. In the case that an acceptable solution to both parties cannot be found, WAC may take possession of the boats at its own expense and redeploy or sell them as it sees fit unless within 30 days XXSC elects to purchase the boats at Fair Market Value, which shall not be more than a depreciated value based on a 15%/year rate of depreciation calculated on a declining balance using the date WAC gives XXSC notice of its intention to retake possession of the boats.
 8. XXSC shall indemnify and save WAC harmless from any and all risks associated with its use of the boats, including damage to property and/or personal injuries incurred in relation to its use of the boats.
 9. At the end of the term of this Agreement, XXSC may purchase the boats from WAC at Fair Market Value, which shall not be more than a depreciated value based on a 15%/year rate of depreciation calculated on the declining balance.
 10. The parties agree that they are not relying upon any additional representations or warranties not set out herein. This Agreement is the entire agreement and may only be modified in writing on the consent of all parties.
 11. This agreement shall be interpreted in accordance with the Laws of Canada and the Province of Ontario.
 12. This agreement may be signed by its counterparts so that individual signatures on separate copies of this agreement shall be understood and enforceable as if all parties signed the same document.

IN WITNESS WHEREOF the parties hereto have executed this agreement on the
___ day of _____ 2026.

John Curtis representing WIND ATHLETES CANADA

DRAFT

SCHEDULE A

Maintenance Checklist

In an effort to ensure that the XXSC understands the maintenance expectations of WAC, the following non-exhaustive list of items that will be inspected twice annually by WAC is provided below. This check list has been developed with the collaboration of both parties.

Hulls:

- Have no leaks
- Have only minor scratches
- Any damage is repaired properly both structurally and cosmetically (e.g. gel coat colours must be matched)
- Hiking straps are properly installed
- All bungy chords remain elastic

Spars:

- Free of dents (cracks if made of composite)
- Spreader brackets are tightly fastened and reasonably symmetrical
- All tangs and fittings are in working order (e.g. goosenecks move freely)

Foils:

- Are fair and properly repaired if damaged
- Are relatively free of scratches and dents (if made of aluminum)

Sails:

- Have all required battens
- All rips or tears are properly repaired
- Ticklers installed 1/3 from luff and 2 telltales on leach (one at top batten)
- Sails have distinct markings, such as numbers for identification purposes while racing

Dollies:

- Have wheels that hold air
- Have working bearings or bearing surfaces that allow easy movement of the boat in the boat park
- Have appropriate padding to prevent scratching the hulls

Rigging:

- Have no frayed shroud of forestay cables
- Use appropriate chainplates with proper length pins and split rings
- Chainplates properly taped and using proper pins and split rings (no bolts or rusty nails)

Running Rigging:

- All lines are of adequate length for optimal racing performance
- No frayed lines
- Lines are of adequate thickness for use in standard cleats (not too thick and not too thin)
- Lines are made of a suitable material for racing (e.g. Spectra and dacron as appropriate per class standards)

Fittings:

- all cleats are in working order and properly fastened to the boat
- all fair leads are properly fastened to the boat
- all attachment points for shrouds/forestays are properly fastened to the boat and not showing wear likely to lead to failure.