

CANOE/KAYAK RACK RENTAL AGREEMENT

This Agreement, made and entered into this _____ day of _____, 2012, by and between the City of Prior Lake (“City”) and _____ (“Renter”) for the purpose of renting space in the canoe/kayak rack at Sand Point Beach in the City. The City agrees to provide Renter with exclusive use of one space on the City’s canoe/kayak rack at Sand Point Beach between **May 1, 2012 and October 15, 2012.**

In exchange for this Agreement by the City, Renter agrees to:

- 1. Register his or her canoe/kayak with the State of Minnesota and provide verification of this to the City at time of rental.**
- 2. Pay the City a sum of \$50 for residents, \$100 for non-residents. Such sum shall be due and payable prior to use of the canoe/kayak rack space by the Renter.**
- 3. Carry at least one Coast Guard approved flotation device at all times while on board the canoe/kayak.**
- 4. Adequately secure his or her canoe/kayak to the canoe/kayak rack at both the front and rear to prevent the canoe/kayak from either intentional removal from the rack by anyone but the owner to prevent inadvertent discoloration of the rack and consequent damage to other canoes/kayaks.**
- 5. Secure a policy of insurance adequate to cover any damages caused by use of the canoe/kayak rack or use of the canoe/kayak.**
- 6. Canoes/kayaks will be used during daylight hours only.**

Liability. Renter further agrees to indemnify and hold harmless the City for any damage or liability created by Renter’s use of the canoe/kayak rack or the canoe/kayak.

Removal. Renter agrees to remove his or her canoe/kayak no later than **October 15 of 2012**. The City reserves the right to remove and impound any canoe left on the rack after October 15, 2012. In the event that the City exercises this right, Renter hereby agrees to pay a minimum service charge of \$100 to reclaim the canoe/kayak. Furthermore, in order to provide protected storage space, Renter also agrees to pay a minimum fee of \$50 per month for each month that the canoe/kayak is impounded by the City. In addition, the City may remove Renter’s canoe/kayak from the rack at any time if such removal is necessary to protect the public health, safety, or welfare. In the event that the City exercises this right, there will be no charge to the Renter.

Rental to Bona Fide Canoe/Kayak Owners Only. Renter hereby certifies that he or she is bona fide canoe/kayak owner and that the canoe/kayak to be registered is sea worthy. Renter also agrees that his or her rights under this Agreement are not transferable and the space being rented cannot be sublet without express written permission of the City. Renter also certifies that the canoe/kayak is registered appropriately with the State of Minnesota.

SIGNATURE _____

CANOE ___ or KAYAK___ RACK #: _____ WATERCRAFT REG #: MN _____ - _____

NAME: _____ PHONE: _____

ADDRESS _____ CITY _____ ZIP _____

EMAIL _____