

## CANOE RACK RENTAL AGREEMENT

This Agreement, made and entered into this \_\_\_\_ day of \_\_\_\_\_, 20 \_\_\_\_, by and between the City of Orono (“City”) and \_\_\_\_\_ (“Renter”) for the purpose of renting space in the canoe rack at Summit Park in the City. The City agrees to provide Renter with exclusive use of one space on the City’s canoe rack at Summit Park between **May 7, 20\_\_** and **September 30, 20\_\_**.

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

- 1. Pay the City a sum of \$40.00. Such sum shall be due and payable prior to use of the canoe rack space by the Renter.**
- 2. Register his or her canoe with the State of Minnesota.**
- 3. Carry at least one Coast Guard approved flotation device at all times while on board the canoe.**
- 4. Adequately secure his or her canoe to the canoe rack at both the front and rear to prevent the canoe 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.**
- 5. Secure a policy of insurance adequate to cover any damages caused by use of the canoe rack or use of the canoe. Affidavit of insurance must be provided.**
- 6. Canoes 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 rack or the canoe.

**Removal.** Renter agrees to remove his or her canoe no later than October 15, or 20 \_\_\_\_. The City reserves the right to remove and impound any canoe left on the rack after October 15, 20 \_\_\_\_. In the event that the City exercises this right, Renter hereby agrees to pay a minimum service charge of \$50.00 to reclaim the canoe. Furthermore, in order to provide protected storage space, Renter also agrees to pay a minimum fee of \$10.00 per month for each month that the canoe is impounded by the City. In addition, the City may remove Renter’s canoe 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 Owners Only.** Renter hereby certifies that he or she is bona fide canoe owner and that the canoe 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 is registered appropriately with the State of Minnesota.

\_\_\_\_\_  
**Renter**

(City)

By: \_\_\_\_\_  
Its: \_\_\_\_\_

## CANOE RACK APPLICATION

Name: \_\_\_\_\_

Address: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_

Driver's License #: \_\_\_\_\_

Phone # (Home): \_\_\_\_\_ (Bus.) \_\_\_\_\_

Name of Canoe: \_\_\_\_\_

Factory Number: \_\_\_\_\_

Color: \_\_\_\_\_ Length: \_\_\_\_\_

MN Watercraft Reg. #: \_\_\_\_\_

City Resident: (Yes) \_\_\_\_\_ (No) \_\_\_\_\_

Fee Enclosed: \_\_\_\_\_ (Chk. / Cash)

Signature: \_\_\_\_\_

