



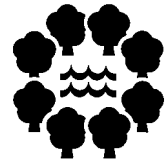
**MINNEAPOLIS PARK AND RECREATION BOARD**

*Special Services*

2117 West River Road

MINNEAPOLIS, MN 55411-2227

Permit Office: 612-230-6400 Fax: 612-230-6504



**TO ALL CANOE RACK APPLICANTS:**

Enclosed is an Application Card and Storage Agreement for canoe rack assignments for 2004, together with a copy of **CANOE RACK ASSIGNMENT PROCEDURES**. All racks will be assigned in the office. There will be NO public drawing in 2004.

RESIDENT applications received in the office of the Board through **Friday, March 19, 2004**, (before the hour of 4:30 p.m.) will be included in the first assignment of racks. Late Resident applications (received after March 19) will be assigned to remaining racks.

If you are a resident of Minneapolis and held a canoe rack in 2003 and wish to reserve the same rack for 2004, please indicate your previous rack number on your application card. We cannot assure you an assignment to your previous rack if your application is not received by March 19, 2004. **NOTE: If you desire a different rack, you may use the space under "Comments" to so designate.**

Non-Resident applications received in the office of the Board through Friday, March 19, 2004 will be assigned to all remaining racks according to their priority.

New applicants will be assigned racks in accordance with the "Canoe Rack Assignment Procedures". (see copy attached)

Your attention is called to the provisions in the paragraphs titled Permits to Bona Fide Boat Owners, Only; Removal of Craft at Season's End and Special Notice.

**FEEES FOR 2004**

The rate for canoe rack assignments for 2004 has been established by the Board at **\$100.00** for City Residents and **\$150.00** for Non-Residents.

Please make your check payable to the **CITY OF MINNEAPOLIS FINANCE DEPARTMENT** and forward with your application card and rack/storage agreement to this office.

A minimum service charge \$2.00 will be made for replacement of lost or damaged decals.

All Bona Fide boat owners are required to have a current Minnesota Watercraft License from the Minnesota Department of Natural Resources. The Minnesota Department of Natural Resources has informed our office the waiting period is 3 to 4 weeks. Registration may be accomplished at 500 Lafayette Road, St. Paul, (651) 296-2316 or at the public Service Section, Hennepin County Government Center; Brookdale, Southdale and Ridgedale Centers.

Yours truly,

**Shane Stenzel**

Special Services

## **CANOE RACK ASSIGNMENT PROCEDURES**

Racks will be available for canoes and "sailboard" type sailboats and prams used as sailboat tenders.

Upon receipt of applications for rack permits at the Board Offices, 400 South Fourth Street, application cards will be sorted into priority groups for each lake on which canoes are to be located. These groups are as follows:

### **RESIDENT PRIORITY CLASSIFICATIONS:**

A City Resident shall be defined as an applicant (1) whose permanent legal address is within the corporate City limits; (2) who meets the Resident requirement to vote in City elections; and (3) who has a City Resident address on State watercraft license application.

#### **All three qualifications must be met.**

- GROUP I** Residents of the City of Minneapolis who were permit holders of record on that particular lake the preceding year. (In the case of Lake Harriet, preference will apply to North and East locations.)
- GROUP II** Residents who were permit holders of record the preceding year on another Minneapolis Lake.
- GROUP III** Residents of the City of Minneapolis who applied for a permit the preceding year and are not a permit holder of record.
- GROUP IV** Residents of the City of Minneapolis who did not apply for a canoe rack on a Minneapolis lake the preceding year.

**NOTE:** Application cards from Residents who were NOT assigned to racks the previous year will be sorted in accordance with lake location requests, drawn at random. Those applicants expressing a desire for a certain tier will be accommodated as far as possible as their cards are drawn. In the event that racks are not available at the first lake location requested, application cards will be placed in a second or third (etc.) choice group, providing a second, third or more choice has been indicated on the rack applications.

- GROUP V** Resident second canoe in the family.

### **NON-RESIDENT PRIORITY CLASSIFICATIONS**

**NOTE:** The procedures outlined above will also be followed for NON-RESIDENT application.

- GROUP I** Non-Residents who were permit holders of record on that particular lake in the preceding year.
- GROUP II** Non-Residents who were permit holders of record on that particular lake the preceding year but cannot be accommodated on that lake in the current year.
- GROUP III** Non-Residents of the City of Minneapolis who applied for a permit the preceding year and are not a permit holder of record.
- GROUP IV** Non-Residents of the City of Minneapolis who did not apply for a canoe rack on a Minneapolis lake the preceding year.
- GROUP V** Non-Residents second canoe in the family.

**EXCHANGE OF RACKS**

Subject to approval of the Superintendent of Parks and the recording of the reassignment thereof in the Park Board Office, rack holders are permitted to (1) exchange racks with each other; (2) place a newly purchased boat or canoe on the same rack, provided the new boat is not of such size as to be unsuitable for said rack; and (3) in the event of a sale (to a City Resident, only) change the name of the permittee to that owner. In the event of transfer of the craft to a new owner, assignment of rack to the new owner will continue for the current be made under either Group III or Group IV. Prior owner, if he so states at the time of sale, may retain his priority for the following year. Vacated racks will be assigned by the Park Board Staff.

**APPLICANT**

The Minneapolis Park and Recreation Board will recognize only the person whose signature appears on the Application card and Storage Agreement as being the responsible holder of said rack. At no time may this individual sub-lease or receive remuneration for the use of his leased rack without acquiring authorization from the Board.

**PERMITS TO BONA FIDE BOAT OWNERS, ONLY**

No permit shall be issued to anyone except a bona fide boat owner who certifies on the form provided that the address stated is his legal residence and that the boat to be registered is seaworthy. Suitable identification of the boat must be made in the application, including color, length and manufacturer name, if at all possible. All Bona Fide boat owners are required by Minnesota law to obtain a Watercraft License from the Minnesota Department of Resources.

However, it is recognized that with the limited number of racks on the various lakes, it is impractical for a new applicant to purchase a canoe without some assurance of obtaining a rack assignment. Therefore, if the applicant submits a letter of intent to purchase a boat provided a rack assignment is obtained and has this letter verified by the individual or company from whom the boat is to be purchased, said applicant will be considered to have status as a bona fide boat owner, **but must include a photocopy of Minnesota Drivers License or I.D. showing current address.** Upon purchase, all information referred to above must be furnished.

**NOTIFICATION AND WATERCRAFT PLACEMENT**

Successful applicants will be notified by mail after April 15. Watercraft may be placed on racks after May 1, 2004

**REVOCAION OF PERMIT**

Permit for the current year may be revoked in case the assigned rack remains unused without sufficient cause by the permittee for an consecutive 4 week period.

**NO LIABILITY OF MPRB:** MPRB shall have no responsibility for: loss or damage to any of Owner's property including the boat or any property stored by Owner.

**LIFE PRESERVERS**

Each craft must carry at least one Coast Guard approved safety device per occupant at all times.

**REMOVAL OF CRAFT AT SEASON'S END**

All crafts must be removed from all racks no later than November 1, 2004.

**STATE LICENSE**

Effective January 1, 1972, watercraft used in the State of Minnesota must be registered with the State. For further information call (651) 296-2316.

SECURING OF CRAFT

It is mandatory that your craft be secured by your own device to the assigned rack at BOTH the front and the rear. This is to prevent the canoe from coming loose during high winds. When this occurs, damage to other canoes could be considered the liability of the rack holder who failed to have his canoe secured at both ends.

RACK EXCHANGE

Rack must be used for the entire season unless an exchange of racks is approved by this office or non-used reported.

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**SPECIAL NOTICE**

**CANOES OR BOATS** still on racks after **November 1, 2004** will be impounded. A **minimum service charge of \$50.00** will be required for property owners to reclaim their watercraft.

**FURTHER**, in order to provide protected storage space, such impoundment will include a **minimum of \$25.00 per day fee.**

**IT IS IMPERATIVE THAT RACKS BE VACATED ON TIME.**



**2004 - CANOE RACK APPLICATION**  
 (APPLICATION VALID FOR 2004 SEASON ONLY)  
**See other side for additional information**

**Rack Assignment Number**  
 (OFFICE USE ONLY)

NAME Last First Initial

STREET ADDRESS

CITY (OR SUBURB) ZIP CODE

DRIVER'S LICENSE # (Minnesota or other State)

HOME TELEPHONE NUMBER

BUSINESS TELEPHONE NUMBER

OTHER TELEPHONE NUMBERS: CELL, PAGER, FAX (Please Circle)

Manufacturer Name of Canoe

Length Color

Minnesota Watercraft Registration Number

**FEE ENCLOSED:** \_\_\_\_\_ CASH

\$ \_\_\_\_\_ . \_\_\_\_\_ \_\_\_\_\_ CHECK

\_\_\_\_\_ Visa, Master Card, American Express #

Expiration Date \_\_\_\_\_

Month Day Year

EMAIL ADDRESS

**Were you a Canoe Rack Holder in year 2003?**

\_\_\_\_\_ Yes \_\_\_\_\_ No

**If YES, Your Rack # in year 2003:**

# \_\_\_\_\_

Lake \_\_\_\_\_

**Retain the same Rack?** \_\_\_\_\_ Yes \_\_\_\_\_ No

**Are you a City Resident of Minneapolis?**

\_\_\_\_\_ Yes \_\_\_\_\_ No

**Priority Group:**

\_\_\_\_\_ I \_\_\_\_\_ II \_\_\_\_\_ III \_\_\_\_\_ IV \_\_\_\_\_ V

**Comments:** \_\_\_\_\_

**If New Applicant or want different rack, list your Lake Choice(s)?**

**Calhoun, Cedar, Harriet (North or East), Isles (South or North), or Nokomis:**

1<sup>st</sup> \_\_\_\_\_

2<sup>nd</sup> \_\_\_\_\_

3<sup>rd</sup> \_\_\_\_\_

4<sup>th</sup> \_\_\_\_\_

5<sup>th</sup> \_\_\_\_\_

6<sup>th</sup> \_\_\_\_\_

7<sup>th</sup> \_\_\_\_\_

**Rack Preference:**

\_\_\_\_\_ Upper \_\_\_\_\_ Middle \_\_\_\_\_ Lower

**TO BE RETURNED WITH SAILBOAT BUOY AND/OR CANOE RACK APPLICATION**

COMPREHENSIVE BOAT MOORING/STORAGE AGREEMENT

MINNEAPOLIS PARK AND RECREATION BOARD

*Special Services*

2117 West River Road

Minneapolis, Minnesota 55411-2227

THIS AGREEMENT is between the Minneapolis Park and Recreation Board ("MPRB") and the following Boat Owner ("Owner"):

Name \_\_\_\_\_ Date \_\_\_\_\_

Home Address \_\_\_\_\_

City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_ Phone \_\_\_\_\_

Business \_\_\_\_\_

City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_ Phone \_\_\_\_\_

1. Agreement: MPRB, in consideration of the fees and agreements set forth, hereby permits to Owner the right to: (Check One) \_\_\_\_\_ moor a boat \_\_\_\_\_ store a canoe at its facility at a Minneapolis Park and Recreation Board Lake ("the premises") at such specific location as it may from time to time designee, on the following terms (the "Boat Site").

2. Term: **2004 Season**  
**(Sailboat Buoys – May 3 through October 11 and/or Canoe Racks – May 1 through November 1)**  
Owner acknowledges that the extension or renewal of this agreement is at the sole discretion of MPRB and that no commitment has been made to Owner that this agreement will be extended or renewed.

3. Location of Boat Site: Boat Site Number as established on the Application. The Boat Site location or number may be changed at the sole discretion of MPRB.

4. Boat Site Fee: Payable in cash advance of the commencement date of this Lease.

5. Description of Boat:

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

Make: \_\_\_\_\_

Model: \_\_\_\_\_

Year: \_\_\_\_\_

MN License Number: \_\_\_\_\_ Expiration Date: \_\_\_\_\_

I have read the terms printed above and on the reverse side hereof. I agree to be bound by all terms of this Agreement the same as if they were printed above my signature. I certify that I am 18 years of age, or older; that I have received a copy of this Agreement; that I have read and understand this Agreement and accept the terms hereof.

**THE TERMS OF THIS AGREEMENT WERE AGREED UPON AND THE AGREEMENT SIGNED ON THE DATE NOTED BELOW:**

**MPRB**

**OWNER**

By \_\_\_\_\_  
Authorized Agent

\_\_\_\_\_  
Signature

Date: \_\_\_\_\_

Date: \_\_\_\_\_

6. **Limitations on Use:** Owner may use the Boat Site only during the term hereof and only for mooring or storage of the boat described above. Activities prohibited on or about the Premises include, but are not limited to: repair work on the boat; posting or advertising the boat for sale; auctions or other public sales of the boat; overnight occupancy of the boat; on-board parties or events occurring while the boat is moored at the Boat Site; and any other acts prohibited by statutes, ordinances or rules.

7. **Risk of Loss:** This agreement constitutes merely a lease of Boat Site space and does not create a bailment or other relationship under which MPRB undertakes any obligation to guard or protect the boat from theft, vandalism, or damage by persons or by acts of God. Owner hereby assumes all risks associated with keeping the boat on the Premises.

8. **No Liability of MPRB:** MPRB shall have no responsibility for: loss or damage to any of Owner's property including the boat or any property stored by Owner or those claiming by, through or under Owner, at Boat Site, or on MPRB's premises in connection with this Agreement by reason of fire, lightning, water, wind storm, tornado, hail, ice, other elements, explosion, theft, malicious mischief, vandalism, theft or otherwise; nor for any loss or injury to any person or persons in or about the Boat Site, the premises or the boat. Any Owner hereby releases MPRB from any liability or responsibility for same to the extent permitted bylaw and hereby agreed to indemnify and hold harmless from any claim, including reasonable attorney's fees and costs, by anyone for loss or injury to person or property arising out of or relating to the use by Owner of said Boat Site, premises or the boat. This release and indemnify from liability shall specifically include, but not be limited to, any loss or damage caused to Owner or those claiming by or through Owner by any obstructions in or under the surface of the waters.

9. **No Waste:** Owner agrees to keep the Boat Site in reasonable condition and not to commit or allow any nuisance or waste on the Boat Site or the Premises.

10. **No Violation:** Owner agrees not to violate any statute, regulation or ordinance of the MPRB or any other governmental body, or otherwise do any act which will increase the insurance rates on the premises. Owner will not make any undue noise or do anything on or about the premises which will be dangerous to life, limb or property. Minnesota law requires abatement of noise after 10:00 p.m. and Owner agrees so to do. Owner will not make any alterations, additions or improvements in or to the Boat Site, the premises or the docks, or add, disturb or in any way change the premises without the prior written consent of MPRB.

11. **Holding Over:** Owner shall remove his boat and other property and equipment from MPRB's premises at or before the end of the term of this Agreement. By failing so to do, Owner shall be liable to MPRB for a holdover rental fee of \$25.00 per day.

12. **No Assignment nor Sublet:** This Agreement is and shall be a personal agreement between MPRB and Owner, and Owner's rights hereunder shall be non-assignable, non-transferrable and Owner shall not sublet his Boat Site.

13. **Rules:** MPRB reserves the right to enact, amend and enforce such further reasonable rules as it deems suitable and Owner agrees to comply with such rules.

14. If any representation by Owner is false or if any part of this agreement is broken or if any rules, regulations, or ordinances of the Board are violated by an person operating the boat, the Board is hereby authorized to remove the boat from the lake; and in case of such removal, Owner hereby agrees to pay the Board the cost of removing and storing the boat and the Board may retain possession of the boat until such costs are paid. If this permit is revoked for any of the above reasons, there will be no refund of the permit.

15. **Successors:** All covenants, terms and conditions of the Agreement shall extend, apply to, and firmly bind the heirs and successors of the respective parties.