

## **City of Prior Lake Canoe/Kayak Rack Rental Policy**

### **EXCHANGE OF RACKS**

Subject to approval of the Parks and Recreation Supervisor and to the recording of the reassignment in the Parks and Recreation office, rack holder are permitted to (1) exchange racks with each other; (2) replace a canoe/kayak with newly purchased canoe/kayak provided the new canoe/kayak is suitable size for rack; and (3) in the event of a sale, change the name of the permittee to the new owner. In the event of a transfer of the craft to a new owner, assignment of rack to the new owner will continue for the current year. Vacated racks will be reassigned by the Parks and recreation Department.

### **APPLICANT**

The Prior Lake Parks and Recreation Department will recognize only the person whose signature appears on the Application/Agreement form as being the responsible holder of the canoe/kayak rack. At no time may this individual sub-lease or receive moneys for the use of his leased rack without acquiring authorization from the Parks and Recreation Supervisor.

### **PERMITS TO BONA FIDE CANOE/KAYAK OWNERS ONLY**

No permit shall be issue to anyone except a bona fide canoe/kayak 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 canoe/kayak must be made in the application, including color and manufacturer's number. Owner must also furnish their Minnesota State Water craft registration number.

However, it is recognized that with the limited number of racks available, it is impractical for a new applicant to purchase a canoe/kayak without some assurance of obtaining a rack assignment. Therefore, if the applicant submits a letter of intent to purchase a canoe/kayak and has this letter verified by the individual or company from who he is purchasing the canoe/kayak the applicant will be considered to have status as a bona fide canoe/kayak owner. Upon purchase of the canoe/kayak, all information requested must be furnished.

### **REVOCATION OF PERMIT**

Permits for the current year may be revoked in cases where the rack remains unused without sufficient case by the permittee for any consecutive 4 week period.

### **LIFE PERSERVERS**

Each craft must carry at least one (1) Coast Guard approved safety device per occupant at all times.

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

All Crafts must be removed from the racks no later than October 15, 2014

### **\*\*SPECIAL NOTICE\*\***

CANOES/KAYAKS still on racks after October 15, 2014 may be impounded. A minimum service charge of \$100 will be required for property owners to reclaim their craft. Also, in order to provide protected storage space, such impounded crafts will include a minimum fee of \$50 per month that their craft is impounded.

**IT IS IMPERATIVE THAT RACKS ARE VACATED ON OR BEFORE OCTOBER 15TH**

### ACCEPTABLE WATER CRAFT (Type & Maximum Dimensions)

In addition to canoes, the only other water craft to meet the criteria for use of racks are sailboards or kayaks.

No water craft may exceed the following dimensions: 20 feet in length, 36 inches in width and 20 inches in depth.

### 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 possibility of the canoe/kayak coming loose during high winds. When this occurs, damage to other canoes/kayaks could be considered the liability of the rack holder who failed to have his canoe/kayak secured at both ends.

### RACK EXCHANGE

The assigned rack must be used for the entire season unless an exchange of racks is approved by the Parks and Recreation Supervisor or non-use is reported.

### FEE

\$50 for residents, \$100 for non-residents.

### REFUNDS

There will be **NO REFUNDS** of a canoe/kayak rack rental fee.

### SUBSEQUENT RENTALS

**Canoe/kayak rack rentals will not be ongoing from season to season. All applicants must reapply each year. Forms will be forwarded to users on file as well as to new applicants requesting information. Racks will be assigned on a lottery basis.**

### AGREEMENT

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 2014**. The City reserves the right to remove and impound any canoe left on the rack after October 15, 2014. 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.