

If submitting an application, please use <u>Online</u> <u>registration</u> (instructions can be found <u>here</u>) or submitting your application via email.

There may be delays in processing applications submitted by mail or fax.



RENTAL PROCESS and ASSIGNMENT OF RACKS

General rentals/applications: Available online or via mail or fax beginning at 9:00a.m. February 9th. During the rental process online renters will be allowed to pick their rack from those that remain available to rent. Map of rack layout can be found at <u>Canoe Rack Map</u>. Renters choosing to submit a paper application should list back up choices should their first choice not be available when their application is processed.

EXCHANGE OF RACKS

Subject to approval of the Recreation Supervisor and to the recording of the reassignment in the Parks and Recreation office, rack holders are permitted to (1) exchange racks with each other; (2) replace a watercraft with a newly purchased watercraft provided the new watercraft is of suitable size for rack; and (3) in the event of a sale, change the name of the permit holder 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. If rack holders choose to exchange racks, the request must be made in writing, by both parties, directly to Bloomington Parks and Recreation.

<u>APPLICANT</u>

The Bloomington 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 rack. At no time may this individual sub-lease or receive moneys for the use of his/her leased rack without acquiring authorization from the Recreation Supervisor.

<u>LIABILITY</u>

The renter agrees to assume all risks including but not limited to theft, vandalism or other incident to or in connection with the rental and use of the canoe rack and shall be solely responsible for all risks, accidents or injuries of any kind. The renter agrees to indemnify and hold harmless the City, its officers and employees from and against all claims, damages, losses and expenses resulting from the rental and use of the canoe rack according to this agreement. In addition the renter assumes all liability for damage done relating to property as stated in the *Securing of Craft* section below.)

RACK RENTAL PERIOD and REMOVAL OF CRAFT AT SEASON'S END

The canoe rack rental season is May 1 through October 31. All crafts, locks, etc. must be removed from the racks no later than <u>October 31st</u>. Watercraft still on racks after October 31 may be impounded. A minimum service charge of \$50.00 will be required for property owners to reclaim their craft. Also, in order to provide protected storage space, impounded crafts owners will be charged a minimum fee of \$50.00 per month for each craft that is impounded.

ACCEPTABLE WATERCRAFT (Type & Maximum Dimensions)

In addition to canoes, the only other watercraft to meet the criteria for use of racks are sailboards or kayaks. <u>No watercraft may</u> <u>exceed the following dimensions:</u> 20 feet in length, 36 inches in width and 20 inches in depth.

STATE LICENSE

All watercraft used in the City of Bloomington must be licensed by the State of Minnesota, in accordance with provisions of the Bloomington City Code, article III, Section 5.21 (7)(D). Applicable exception to this law would be non-motorized watercraft 10 feet in length or less. For registration information call the Minnesota Department of Natural Resources at 651-296-2316.

SECURING OF CRAFT

One or more locks to deter theft is recommended and encouraged, we have had instances of theft and vandalism in the past. Also, it is <u>mandatory that your craft be secured</u> by your own device (such as bungee cords) to the assigned rack <u>at BOTH</u> the front and the rear. This is to prevent the possibility of the watercraft coming loose during high winds. If this type of damage does occur, any damage to property would be considered the liability of the rack holder who failed to have his/her watercraft properly secured. Each watercraft must sit securely on its assigned rack. No craft should be touching/resting on the ground.

REVOCATION OF PERMIT

Permits may be revoked in cases where the permit holder has been advised of infractions to this agreement and have not taken action to correct within the requested timeframe. (Examples: watercraft locked to rack but laying on ground next to rack or not secured and locked as required above.)

<u>REFUNDS</u>

The rental fee may be refunded (less a \$10.00 administrative fee) if requested in writing and received prior to April 1st .

SUBSEQUENT RENTALS

Canoe rack rentals will <u>not</u> be ongoing from season to season. All applicants must reapply each year.



<u>CANOE RACK</u> <u>RENTAL AGREEMENT</u>

I hereby certify that I am the registered owner of the craft described on my application and that the address shown is my legal address.

I hereby agree that all persons using this craft will obey all rules and regulations of the Parks and Recreation Department, City Ordinances and State Laws pertaining to watercraft use.

It is expressly agreed that if the above statement is shown to be false; or if any rules or regulations of the Parks and Recreation Department, City Ordinances or State Laws are violated by the craft owner, or persons using the craft, the City of Bloomington is authorized to remove the craft from the lake. In case of such removal, I agree to pay the City of Bloomington the cost of the removal including storage costs incurred. The City of Bloomington may retain possession of the craft until costs are paid in full.

I have read, and agree to abide by, the City of Bloomington's <u>*Canoe Rack Procedures and Policies*</u> (printed on the reverse side of this page).

I agree to remove my watercraft from its rack no later than October 31. I understand that if my craft is not removed by the above date it may be impounded with a minimum service fee of \$50.00 required to reclaim the watercraft.

I agree to assume all risks including but not limited to theft, vandalism or other incident to or in connection with the rental and use of the canoe rack and shall be solely responsible for all risks, accidents or injuries of any kind.

I further agree to indemnify and hold harmless the City, its officers and employees from and against all claims, damages, losses and expenses resulting from the rental and use of the canoe rack according to this agreement.

IT IS FURTHER UNDERSTOOD AND AGREED that if the permit is revoked for any of the above reasons the permit fee will not be refunded.

Applicant's signature on the Canoe Rack Application or applicable box checked when renting online acknowledges receipt and agreement to the policies contained within this Canoe Rack Rental Agreement.

Canoe Rack Rental Application

Applicant Information

CITY OF

BLOOMINGTON

Last name*	First name*	
Address*	City*	Zip Code*
Home Phone #*	Alternate Phone # (Work/O	Cell)
E-mail address		
Supplying e-mail address will provide you with important updates (i.e. extension of season due to good weather and application info) Please make certain to adjust your spam settings to allow emails from <u>parksrec@BloomingtonMN.gov</u> .		
Canoe/Kayak Information		
Canoe Kayak Other	Length (20 ft max)	Color
MN Watercraft expiration year**		
Additional Kayak Information (if <u>one rack</u> is to be used for <u>2 kayaks</u>)		
Canoe Kayak Other	Length (20 ft max	x)Color
MN Watercraft expiration year**		
Rack location preference		
Assign me a rack keeping in mind that I prefer (rank in order of preference or indicate <u>NO</u> if not acceptable)		
\square no preference \square rack on hill	□ rack by lake (other	than the accessible racks)
□ rack closest to path	upper rack (approx	imately 5 feet off the ground)
\square middle rack (approximately 3 feet off the ground) \square lower rack (approximately 1 foot off the ground)		
accessible rack, racks 63-66 or 69-72 (additional paperwork is required to qualify)		
I have read and agree to abide by the <u>Canoe Rack Rental Agreement</u> and the <u>Canoe</u> <u>Rack Procedures and Policies.</u>		
Applicant Signature *	Date	
Payment Information		
	nts, \$105 for Non-Residents per rack R	<u>'ENTAL FEE</u>
Cash Visa MasterCard Name on credit card	Discover Am Ex Amount A	Authorized \$
Signature		n Date
Credit card #		code
		[*] required information for watercraft over 10' in length