



ASSIGNED SLOT #: _____
Date Received _____

Wade's Bayou Park Canoe/Kayak Storage Space Application

Application Fee - \$175 from March 1 – November 30

As a recreational amenity available at Wade's Bayou Park (Premises), the City of Douglas has installed canoe & kayak storage racks available for seasonal use. The rules and regulations set forth below are intended to govern the use, lease, and occupancy of the storage racks, as well as outline the conduct of users, lessees, and their invitees on the Premises.

CANOE/KAYAK OWNER'S INFORMATION:

Name: _____

Physical Address: _____ City: _____ State: _____ Zip: _____

Mailing Address: _____ City: _____ State: _____ Zip: _____

Email: _____ Cell Phone: _____

WATERCRAFT INFORMATION:

Canoe Kayak

Rules and Regulations

1. Beginning January 1 of each year, applications will be accepted on a first come first serve basis.
2. No application may be made by anyone who has had within the preceding twelve (12) month period a storage space revoked for violation of this application.
3. Applicant(s) may apply for a maximum of two storage spaces per household. The City will not guarantee specific spaces nor make accommodations to move spaces of other Registrants.
4. A waiting list will not be maintained by the City.
5. Applicants must be at least 18 years old and not be in default to the City.
6. The application fee per storage space will be established by City Council and must be paid in full upon the issuance of application.

Application Terms

1. An issued application is valid for the current calendar year only and does not guarantee applicant a storage space for the following year. After November 30 of each year, the Department of Public Works will remove unclaimed canoes/kayaks and move to storage for 30 days. Unclaimed canoes/kayaks at the end of the storage period will be deemed abandoned.
2. An application shall only apply to the use of a specified storage space and to the canoe/kayak and applicant specified on the application. Subletting, leasing, or temporary use of the storage space by other than the applicant is prohibited. In the event of a transfer of ownership of the canoe/kayak the storage space is nontransferable or assignable.
3. In the event a new canoe/kayak is purchased and is suitable for the storage space specified to the applicant, the City shall be promptly notified and may approve continuance of the storage space.
4. The City of Douglas Department of Public Works reserves the right to alter the storage racks and/or location of the racks if needed.

Storage Space Use

1. Storage spaces are for personal use only. Storage of commercial rentals in the storage spaces or on City property is prohibited without prior written agreement of the City.
2. One canoe/kayak is permitted per storage space. Canoe/kayak must be non-motorized or self-propelled and must not be longer than 15 feet or wider than 34 inches.
3. Applicant shall be responsible for supplying their own locks.
4. The day use transient canoe/kayak rack cannot be used for long term storage.
5. The City of Douglas is not responsible for loss, theft, or damage by users of the kayak spaces.
6. Applicant is prohibited from making any modifications of any kind to the storage space.
7. Damages caused to a storage rack by the applicant or their invited guests and any related costs are the responsibility of the applicant. The applicant shall repair any damage forthwith upon notice of the damage.
8. The City reserves the right to revoke a storage space application for a violation of any rules set forth on this application or any City ordinance.
9. The City reserves the right to remove nonregistered canoes/kayaks without notice.
10. City reserves the right to cease storage service at any time when in the best interests of the City.

Additional Park Rules

1. Applicant shall observe all safe boating rules and observe the rules of the waterways.
2. No municipal facility shall be used for any commercial purpose or for taking on or discharging passengers for hire or for any public or freight carrying of any kind unless under contract with the City of Douglas. The canoe/kayak for which this application is issued hereunder shall be used for strictly private recreational purposes and not for profit, and such canoes/kayaks shall not be rented out or chartered using the facility as a basis of operation.
3. Signs, placards, or other commercial displays shall not be permitted on a canoe/kayak without the consent of the City of Douglas.
4. Dogs MUST always be on a leash while on City Property. Do not leave your dog on your canoe/kayak unattended. You are responsible for immediate cleanup of your dog's waste. The City provides bags and trash containers for this waste; however, the lack of a City-provided bag does not excuse the immediate clean-up of the waste.
5. It shall be unlawful for any person within the City to consume intoxicating liquor of any kind in any street, alley, park, public building, or other land owned by the City, unless the consumption is authorized under a valid permit issued by the City or its authorized agent. (1995 Code, 42-166) (Ord.43, passed 6-5-1961)
6. No garbage, refuse, or waste material of any kind shall be thrown, deposited, or permitted to fall into the water or upon the docks or any area of the park. City trash receptacles shall be used to keep the area clean.
7. The City of Douglas does not guarantee adequate depth or accessibility of waterways. Aquatic weeds may be present which may from time to time disrupt enjoyable use of the waterways. As such, the City will provide no refund for use of storage racks.

Each of the rules and regulations in this agreement are deemed to be material to the satisfactory performance of the agreement, and breach or failure by the Registrant to perform in accordance with any of the rules and regulations of this agreement shall give the City the right to terminate this agreement and to retake possession of the rack. In case of Registrant's default, or failure to perform any of the rules or regulations contained herein, City shall give written notice of such default or failure to perform to the Registrant, and Registrant shall have seven (7) days from the date said notice is mailed or personally served to cure the default or to come into compliance with the rules and regulations. If, in the opinion of the City, satisfactory resolution by Registrant is not made per above, it may be grounds for immediate termination of this agreement and there shall be no pro-ration of payment. Notice provided for in this paragraph shall be sufficient if mailed by first class mail to Registrant's address as identified on the application or given personally to the Registrant.

Insurance, Security, and Liability

The applicant hereby certifies that they will indemnify and hold the City, and its employees, harmless from any and all claims, demands, losses, obligations, costs, expenses, verdicts, lawsuits, settlements, and other liability, arising out of or relating in any way to this agreement, and that reasonable costs and attorney fees incurred by the City in defense of any claim, action, or liability shall be the responsibility of the applicant.

The City is not responsible for any watercraft, or any personal items left on public property.

It is further agreed that the applicant shall be liable for all damages to the premises, other facilities, cars, watercrafts, or persons on City property caused by applicant or any guest of the applicant. Applicant shall hold harmless the City and its employees from loss or damages of whatever nature to a watercraft or properties belonging to or in custody of any watercraft parties, arising out of or in any way connected with fire, theft, collision, changes to lake levels, rough water, wind, current, Acts of God, or other natural forces.

Applicant and invited guests shall comply with all laws, ordinances, codes, and requirements of the City of Douglas, County of Allegan, State of Michigan, and United States government regarding owner’s watercraft and use of City facilities.

This agreement contains all of the agreements and understandings of the parties hereto and shall not be amended or changed in any way, unless an amendment is in writing and signed by both the owner and the City. This agreement shall be binding on the successors, heirs, and personal representatives of the parties hereto.

The laws of the State of Michigan shall control any disputes arising out of the interpretation or operation of this agreement. Venue shall be in Allegan County.

I have read and agree to the City of the Village of Douglas’s Rules and Regulations, and Insurance, Security, and Liability.

Owner’s Name (print): _____

Owner’s Signature: _____ Date signed: _____

City Use Only

Registration Fee Received on: _____

Approved by: _____ Date: _____

Kayak Storage Racks

