

**CITY OF MONONA**  
**CANOE/KAYAK FACILITY AGREEMENT**

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**THIS AGREEMENT** is entered into effective as of the last date of signature by and between the City of Monona, a Wisconsin municipal corporation (hereinafter the "CITY") and the individual identified below (hereinafter the "LESSEE").

LESSEE: \_\_\_\_\_

ADDRESS: \_\_\_\_\_

CITY/STATE/ZIP CODE: \_\_\_\_\_

Monona Resident:       Yes              \$60 annual storage fee  
                                  No                 \$150 annual storage fee

Type of Watercraft:     Canoe             Kayak

Description of Watercraft (color, shape, etc.) \_\_\_\_\_

In consideration of the mutual covenants contained in this AGREEMENT and for other good and valuable consideration, the receipt and sufficiency of which are hereby mutually acknowledged, the parties agree as follows:

1.        **USE.** The CITY hereby grants the LESSEE the exclusive right to use the boat rack identified at the end of this AGREEMENT (hereinafter referred to as "the PREMISES") to store the above listed canoe or kayak during the term of this AGREEMENT.

2.        **CONSIDERATION.** In consideration of the above identified use, LESSEE agrees to pay the CITY, in advance, the annual storage fee stated above.

3.        **TERM/TERMINATION.** The term of this AGREEMENT shall commence on July 18 of the year this AGREEMENT is signed, or the effective date of this AGREEMENT, whichever is later, and will terminate on November 1 of the next following year. Notwithstanding the preceding term, the CITY may terminate this AGREEMENT for any reason or no reason at all by giving 30 days notice to the LESSEE. In such event, the LESSEE shall remove their canoe or kayak within said 30 day period. In the event the CITY terminates this AGREEMENT before expiration of the full term the CITY will refund to the LESSEE a prorated share of the rent which has been paid in advance of the date the premises are vacated after deducting any expenses owed to the CITY by the LESSEE.

4.        **REMOVAL OF CANOE/KAYAK.** LESSEE shall remove their canoe/kayak prior to the expiration of this AGREEMENT unless, prior to that date, they have renewed the agreement for an additional year and paid the rent due. In the event the LESSEE shall fail to remove their canoe/kayak prior to the expiration date or the termination date, the CITY shall be permitted to enter the premises, cut any lock in place, and remove the canoe/kayak and any other property of the LESSEE, from the PREMISES. Lessee shall be liable for all costs incurred in removing the contents, including a reasonable storage fee. In the event the contents are not claimed within thirty (30) days, the property shall be deemed abandoned and the CITY is hereby authorized to dispose of same in any manner deemed prudent, including but not limited to trash or sale.

5.        **RESTRICTIONS ON USE.** LESSEE'S use of the PREMISES shall be restricted as follows:

A.        LESSEE shall utilize the PREMISES only for the storage of the canoe/kayak identified above while owned by the LESSEE. Lessee may not assign his/her rights hereunder or sublease the PREMISES without prior written consent of the CITY.

B.        LESSEE shall affix the rental permit sticker issued by the CITY on the canoe/kayak prior to its storage on the PREMISES and ensure the sticker is visible at all times it is stored thereon. The sticker shall be securely affixed so the port side and as far aft as possible.

C.        LESSEE shall not store personal property other than the above listed canoe/kayak on the premises, including but not limited to paddles, life vests, and fishing equipment.

D. LESSEE shall keep the canoe/kayak placed on the premises such that it does not present a danger or cause damage to the rack or other canoes/kayaks stored thereon.

E. LESSEE shall secure and lock the canoe/kayak at all times when the LESSEE is not present.

F. LESSEE shall make NO alterations to the PREMISES, and keep the PREMISES in a clean and tidy condition, free of trash and debris.

G. LESSEE shall promptly notify the Monona Park & Recreation Department of any theft, damage, or necessary repairs.

H. LESSEE shall abide by all rules and policies that are now in effect or that may be placed into effect from time-to-time by the CITY concerning the use of the PREMISES.

6. CITY ACCESS. The CITY reserves the right to enter the PREMISES at any time for purposes of inspection or repair thereof, including cutting of any locks and temporarily moving canoes/kayaks if reasonably necessary to do so. In the event the CITY enters the FACILITY in a manner which interferes with LESSEE'S use, LESSEE'S sole remedy shall be refund of a prorata portion of the annual storage fee paid for the periods of interference.

7. RISK. In further consideration of the right to use the PREMISES, **LESSEE acknowledges and agrees the canoe/kayak stored on the PREMISES is stored at LESSEE'S sole risk. LESSEE is further advised and acknowledges that the CITY will not provide any security or protection other than routine police patrols through the park upon which the PREMISES are located.** To the fullest extent allowable by law, the LESSEE hereby indemnifies and shall defend and hold harmless the CITY, its officers, agents and employees from and against any and all suits, actions, legal or administrative proceedings, claims, demands, damages, liabilities, interest, attorneys' fees, costs, and expenses of whatsoever kind or nature arising either directly or indirectly from LESSEE'S use of the PREMISES, storage of their canoe/kayak, or use of same; including but not limited to death or injury of any person participating in such activity and damage to the canoe/kayak by reason of weather, vandalism, theft or any other reason. This indemnity provision shall survive the termination or expiration of this AGREEMENT.

**IN WITNESS WHEREOF**, the parties have executed this AGREEMENT effective as of the last date of signature below.

**LESSEE**

By: \_\_\_\_\_ (Signature) \_\_\_\_\_  
Date

\_\_\_\_\_  
(Name) (Print/Type)

\_\_\_\_\_  
Date

**CITY OF MONONA**

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

PARK: \_\_\_\_\_ SPACE #: \_\_\_\_\_ PERMIT #: \_\_\_\_\_