



## ***SAILBOAT BUOY AND CANOE RACK RENTAL AGREEMENT***

The City of Buffalo offers sailboat buoy and canoe rack rental at the Parkshore Pavilion on the north shore of Buffalo Lake. **The fee for use from May 10, 2021 through September 20, 2021 is:**

### **SAILBOAT BOUYS:**

\$14.00\* per linear foot (boat length) City of Buffalo Residents  
\$22.00\* per linear foot Non-Residents

### **CANOE/KAYAK RACK SLIP:**

\$47.00\* City of Buffalo Resident  
\$94.00\* Non-Resident

**\*Please add 7.375 % Sales Tax**

### **Conditions of Rental**

1. Assignment of buoys and rack space will be done on a first-paid basis. There are a limited number of buoys available (9), as permitted by the DNR. If there is a shortage of buoys or canoe rack spaces, first priority will be given to City of Buffalo residents.
2. Proof of current Minnesota DNR Watercraft license is required before a permit will be issued. A photocopy of your DNR receipt is sufficient.
3. This Agreement must be signed and returned.
4. Canoe rack renters must supply their own cable and lock. (canoes only unless approved by Parks & Recreation Director)
5. Boat owners are to notify the Pavilion Coordinator or his/her representatives at the time boats are placed on the assigned buoy or canoe slip. Boats must be SAILBOATS, unless approved by Parks and Recreation Director. **Owner must also notify the Pavilion Coordinator when boats are removed for any period of time or replaced.**
6. Pavilion Staff will provide transportation to and from sailboats, during operating hours, after taking care of all customers present at the time. Those who need a ride back to shore must return to mooring before dusk. (Please call first to confirm operating hours for a scheduled day. ) Should any individual or group of individuals desire to furnish their own tender, application for mooring or docking shall be made to the City of Buffalo in the same manner and by paying the same fee as provided for canoe rack rental.
7. Each boat must carry at least one Coast Guard approved lifesaving device per occupant at all times.
8. All boats must be removed no later than **September 20, 2021.**
9. The Parkshore Pavilion reserves the right to close due to inclement weather, maintenance problems, or other unavoidable circumstances.

## Agreement to Moor Sailboat/Rent Canoe Rack Slip

I, \_\_\_\_\_ (“Owner”), agree to rent a canoe rack slip and/or rent a sailboat buoy, from the City of Buffalo (“City”), for the 2021 season at the Parkshore Pavilion (“Boat Site”).

1. **TERM:** Owner acknowledges that the extension or renewal of this agreement is at the sole discretion of the City.
2. **LOCATION:** The buoy site location or number may be changed at the sole discretion of the City.
3. **LIMITATIONS ON USE:** Owner may use the boat site only during the term hereof and only for mooring or storage of the boat; posting or advertising the boat for sale; auctions or other public sales of the boat; overnight occupancy of the boat; and any other acts prohibited by statutes, ordinances or rules.
4. **RISK OF LOSS:** This agreement constitutes merely a lease of boat site space and does not create a bailment or other relationship under which the City of Buffalo undertakes any obligation to guard or protect the boat from theft, vandalism, or damage by persons or acts of God. Owner hereby assumes all risks associated with keeping the boat on the Premises.
5. **NO LIABILITY OF CITY OF BUFFALO:** The City of Buffalo 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 City of Buffalo 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 boat. Any Owner hereby releases the City of Buffalo from any liability or responsibility for same to the extent permitted by law and hereby agrees 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 boat. This release and indemnity 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.
6. **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.
7. **NO VIOLATION:** Owner agrees not to violate any statute, regulation, or ordinance of the City of Buffalo 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 the City of Buffalo.
8. **HOLDING OVER:** Owner shall remove his boat and other property and equipment from the City of Buffalo premises at or before the end of the term of this Agreement. By failing to do so, Owner shall be liable to the City of Buffalo for any and all removal and storage costs related to non-removal of the boat.

9. **NO ASSIGNMENT NOR SUBLET:** This Agreement is and shall be a personal agreement between the City of Buffalo and Owner, and Owner's rights hereunder shall be non-assignable, non-transferable and Owner shall not sublet his Boat Site.
10. **RULES:** The City of Buffalo reserves the right to enact, amend and enforce such further reasonable rules as it deems suitable and Owner agrees to comply with such rules.
11. **REPRESENTATION:** 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 City are violated by a person operating the boat, the City is hereby authorized to remove the boat from the lake; and in the case of such removal, Owner hereby agrees to pay the City the cost of removing and storing the boat and the City is hereby authorized to remove the boat from the lake; and in case of such removal, Owner hereby agrees to pay the City the cost of removing and storing the boat and the City 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.
12. **SUCCESSORS:** All covenants, terms and conditions of the Agreement shall extend, apply to, and firmly bind the heirs and successors of the respective parties.

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:**

City of Buffalo:

Owner:

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

\_\_\_\_\_  
Signature

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

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

**OWNER AND BOAT INFORMATION:**

Name	Home Phone: Cellular :  <b>E-Mail:</b>
Home Address	City, State, Zip
Business	Business Address
City, State, Zip	Business Phone
Boat Description	Make
Model:	Year
MN License No.	Expiration Date
Boat Length	Boat Drop (distance from water line to bottom of keel, in feet)

\*\*\*\*\*NOTE: If you are issued a buoy permit, please call the Pavilion Coordinator for pavilion's open hours to assure that you can be shuttled out to your boat. (Pavilion: 763-682-4590) You may also check out the Pavilion's webpage at [www.ci.buffalo.mn.us](http://www.ci.buffalo.mn.us)

Also, applicants should plan on mooring their boat for the summer. If a buoy is left empty without notice to the pavilion coordinator, the buoy permit can be reissued to another interested party without refunding the permit fee.

For questions or comments, please contact Parks and Recreation Director, Lee Ryan, at 763-682-4132

**Please return the attached Agreement form, proof of current DNR license and your check (payable to the City of Buffalo) to:**

**Sailboat Buoy and Canoe Rack Rental  
City of Buffalo  
212 Central Ave.  
Buffalo, MN 55313**

If you have additional questions call 682-4132