



Village of Northport

116 W. Nagonaba St. | PO Box 336 | Northport, MI 49670 | (231) 386-5182 | FAX (231) 386-5184

Kayak Rack Rental Agreement

Kayak Owner and Contact Information:

Owners Name(s)	
Mailing Street Address	
Mailing City, State ZIP	
PRIMARY phone number	
Alternate phone number(s)	
Email address	

Emergency Contact:

Name(s)	
Phone number(s)	
Email address	

Description of Kayak:

Kayak Make	
Model	
Length	
Color	
Weight	

GENERAL AGREEMENT

Rate: The Kayak Owner leases from the Village of Northport one kayak storage space for the fee of \$25.00/season. Season begins on or about May 1st and ends on or about October 31st. Refunds will be given prior to May 1st, but not thereafter. Neither seasonal rates nor refunds will be prorated.

Other Equipment: No other equipment (seats, paddles, life jackets, etc.) or supplies (backpacks, coolers, etc.) will be stored with the kayak.

RELEASE AND WAIVER OF LIABILITY AND INDEMNIFICATION AGREEMENT

The undersigned Owner acknowledges that the Village of Northport is extending a special privilege in allowing the Owner to store their kayak. In consideration of the privilege to store kayaks and Haserot Park, the undersigned agrees to the following:

RELEASE: I agree to release, waive, discharge, and covenant not to sue the Village of Northport, its officers, employees, or agents from all liability to me for any loss, theft, or damage, and any claim or demands therefore on account of injury to my property, whether caused by the negligence of the Village of Northport or otherwise during the rental period.

INDEMNIFICATION: I agree to indemnify and save and hold harmless the Village of Northport from any loss, liability, theft, damage, cost, or personal injury that may incur due to my storing my kayak at the kayak rack area whether caused by the negligence of the Village of Northport or otherwise during the rental period.

ACCEPTANCE OF RISK: I understand that the Village of Northport never intended, nor designed the above mentioned area to be used as a storage facility and I acknowledge that the Village of Northport does not guarantee the security of the property being stored. In addition, I realize that the area is not locked, secured, or otherwise guarded. Therefore, I agree to assume full responsibility for the risk of property damage and personal injury whether caused by the Village of Northport or otherwise while my kayak is stored during the rental period.

POLICY: Storage of kayaks at the Haserot Park kayak rack facility is allowed only during the seasonal period from on or about May 1st to on or about October 31st of each calendar year. Owner understands that their kayak must be removed before November 1st. I agree to store only my kayak in the rack space assigned to me and understand and agree that the kayak rack storage spaces are assigned by the Marina Harbormaster. I also agree to keep my kayak locked to the rack at all times when not in use. I agree that an unlocked kayak will result in removal from the kayak rack by the Village of Northport, that I will be contacted to pick up my kayak, and that all fees associated with the rental will be forfeited.

CONTACT PERSON: I agree to provide a contact person and phone number in my absence so that, in the event of an emergency situation, the contact person will be responsible for my kayak.

The undersigned further expressly agrees that the foregoing RELEASE, WAIVER, AND INDEMNITY AGREEMENT is intended to be as broad and inclusive as is permitted by Michigan law and that if any portion is held invalid, it is agreed that the balance of the agreement shall continue in full legal force and effect.

Signature

Date

Accepted by Village of Northport

Date

Kayak Rack Number Assigned: _____