

**LEASE AGREEMENT  
COAL LAKE CAMPING (DOUG AND CHARLOTTE LINDEN)  
473056 RR 231, GWYNNE, AB. T0C1L0**

MADE BETWEEN:

DOUG AND CHARLOTTE LINDEN carrying on business  
as COAL LAKE CAMPING  
(the "Landlord")

and

THE SIGNATORY TO THIS AGREEMENT BELOW AS TENANT  
(the "Tenant")

WHEREAS the Landlord is in the business of leasing recreational vehicle camping sites within the Coal Lake Camping area located in Gwynne, Alberta (the "Campground");

AND WHEREAS the Tenant wishes to lease a recreational vehicle camping site;

AND WHEREAS this Lease Agreement ("Agreement" or "Lease" or "Lease Agreement") may be renewed for successive seasons after the "Termination Date", at a Rental Rate to be determined by the Landlord in its sole discretion, on the current Landlord's standard Lease Agreement format.

In consideration of the mutual covenants herein contained, the Landlord and Tenant agree as follows:

**DEFINITIONS**

1. "Site" is defined in Schedule "A" and is located on lands legally described as **231022A TWP 474, GWYNNE, AB. T0C1L0**
2. "Season" means that portion of the term of this Lease commences May 1st to and including September 30th.
3. "Term" means the period set forth in paragraphs 1 and 2 of Schedule "A".
4. "Termination Date" is the date set forth in Schedule "A" hereto.

**PREMISES**

5. The Landlord hereby leases the Site to the Tenant and the Tenant hereby leases the Site from the Landlord on the terms and conditions set out herein.

**TERM**

6. The Term of this Lease is set forth in Schedule "A" hereto.

**RENT**

- 7.1 The Tenant shall pay rent (Rental Rate as set forth in Schedule "A") to the Landlord for the Term of this Lease in the amount set forth in Schedule "A" hereto, plus GST. The said rent, plus GST, shall be paid to the Landlord by the commencement date of the Lease. The said payment shall be

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personally or electronically delivered to the Landlord or mailed by the Tenant to the Landlord at the following address: 473056 RR 231, GWYNNE, AB. T0C1L0

7.2 The Tenant shall also pay to the Landlord, as additional rent, an amount to be invoiced by the Landlord on account of the Tenant Improvements (as defined in paragraph 14) located on the Site at the commencement of the Term of this Lease. The Tenant shall also pay GST on the invoiced amount. The payment pursuant to paragraph 7.2 shall be paid by the Tenant by the commencement date set forth in paragraph 1 of Schedule "A".

7.3 The Tenant, for greater certainty, shall also pay a campground enhancement fee, as invoiced by the Landlord, that will not exceed \$45.00, plus GST. This payment shall be paid by the commencement date of the Lease.

7.4 All amounts due herein from the Tenant shall be deemed to be rent.

8. Any new Tenant shall pay a Security Deposit set forth in Schedule "A" upon possession of the Site.

#### **ASSIGNMENT**

9. This Lease Agreement shall not be assigned by the Tenant to anyone.

#### **ROADWORTHY RECREATIONAL VEHICLES**

10.1 Subject to paragraphs 10.1 and 10.2 below, the Tenant may place a recreational vehicle on the Site until the Termination Date. Notwithstanding the foregoing, the Tenant shall not place any structures on the Site, except those that were located on the Site at the commencement of the Term of this Lease. All recreational vehicles placed on the Site must be on a wheel-based carriage structure, roadworthy, licensed and insured in accordance with the laws of Alberta.

10.2 No recreational vehicle may be placed on the Site unless that vehicle is in good working order and is not unsightly, both of which are to be determined by the Landlord in its sole discretion.

10.3 No recreational vehicle more than 25 years of age may be placed on the Site unless the Landlord agrees in writing to such placement.

10.4 Notwithstanding paragraph 10.3 above, if the Tenant has continuously rented a Site in the Campground for any number of successive years and the Tenant's recreational vehicle is more than 15 years old but less than 25 years old, the Tenant may continue to use the recreational vehicle on the Site. However, once the Tenant's recreational vehicle becomes 25 years old, the Tenant must remove it from the Site and Campground, unless that vehicle is in good working order and is not unsightly, both of which are to be determined by the Landlord in its sole discretion.

#### **HOLDING TANK(S)**

11. The Tenant shall ensure that all black water and grey water from the recreational vehicle flows into the Tank and shall ensure that the recreational vehicle has been pumped out dry by the end of the Season.

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## **SECURITY DEPOSIT**

12. In addition to the rent payable to the Landlord, set forth in paragraph 7 above, the Tenant shall pay the Security Deposit specified in Schedule "A" hereto for entrusting the Site to the care of the Tenant. The Landlord will refund the Security Deposit, without interest, within 14 days of the Landlord receiving a Security Deposit from any subsequent Tenant who occupies the Site, subject to any setoff claim that may be applied by the Landlord against the Security Deposit for any amount payable by the Tenant to the Landlord under this Agreement.

## **ACCEPTANCE OF SITE BY TENANT**

13. The Tenant accepts the Site and the infrastructure and facilities of the Campground "as is" without any entitlement or claim against the Landlord, its shareholders, directors, agents and employees. The Tenant acknowledges that the Landlord has made no representations to the Tenant about the Site and that the Tenant has inspected the Site before signing this Agreement, and that the Tenant is satisfied with the state and condition of the Site.

## **TENANT IMPROVEMENTS**

14. The Tenant may place additions or improvements ("Tenant Improvements") on the Site provided that the Tenant first obtains written permission from the Landlord to do so. No Tenant Improvements to the Site – including, by way of example, and not intended to be all inclusive: Campground model trailers, cabin and cottage style dwellings, bunk houses, Arizona rooms, covered decks, carports, oversized and additional sheds, gazebos, and the like – are to be of a permanent nature and must be capable of removal with a minimum amount of effort. All landscaping improvements whatsoever, including placement of soil, grass, gravel fill, decorative rock, shrubs, trees and the like, shall become the Landlord's property upon placement of the same on the Site and shall not be removed by the Tenant unless directed to do so by the Landlord. All Tenant Improvements placed by the Tenant shall be constructed in a workmanlike manner and shall be safe for use, and free of danger, to all parties visiting the Site. Such improvements shall comply with all laws, bylaws and regulations governing them. The Tenant assumes all risk, liability, and cost arising directly or indirectly as a result of the Tenant Improvements including underground line locating or damage thereto. Where the Tenant is in breach of these obligations, the Tenant shall pay, upon demand, to the Landlord for costs incurred by the Landlord remedying the Tenant's breach of their obligations referred to in this paragraph 14. The Tenant agrees such charge to be reasonable and not a penalty.

## **CAMPGROUND SERVICES**

15. Electrical power will be provided to the Site by the Landlord from May 1st to September 30th.
16. Water will be provided to the Site by the Landlord between the Victoria Day weekend in May, weather and ground frost permitting, to the date of the first frost warning in September.
17. Notwithstanding the Term of this Lease, provision of electrical power and water supply will not be the responsibility of the Landlord outside the dates noted above. The Tenant will arrange for their own electricity outside the Landlord's responsibility to provide electricity. The Landlord shall incur no liability whatsoever to the Tenant in the event of failure to provide electrical power and water to the Campground and the Site due to causes beyond the Landlord's control.
18. Facilities available to the Tenant and their guests in the Campground include restrooms and/or outhouse facilities which are available during the Season, weather dependent and subject to

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closure for maintenance. Such facilities will be completely closed at any time during the month of October up to and including the commencement of a new Season.

19. The Landlord will not supply any snow removal services, and any snow removal shall be performed by the Tenant in a workmanlike manner at the Tenant's cost.

#### **SITE AND VEHICLE RESTRICTIONS**

20. The Tenant shall not use the Site or the Campground's facilities as permanent residence. The Tenant shall not store winter recreational vehicles or other chattels within the Campground or on the Site except as expressly permitted by this Agreement.

#### **TENANT'S RISK AND INSURANCE**

21. The Tenant agrees that the use and occupation of the Site and the facilities of the Campground by the Tenant or the Tenant's guests or invitees, and any loss, damage or destruction to the Tenant Improvements or the Tenant's assets located within the Campground shall be at the sole risk of the Tenant. The Tenant will at all times maintain sufficient insurance to replace the Tenant's assets within the Campground, together with liability insurance that is appropriate to cover the Tenants public liability risk during the Term of this Agreement, or any renewals or substitutions thereof. The Tenant's insurance policy shall name the Landlord as an additional insured and shall contain a clause waiving subrogation against the Landlord. Such insurance policy shall provide for comprehensive general liability insurance, insuring against claims for bodily injury, including death, and property damage or loss arising out of the use and occupation of the Site by the Tenant and shall be in an amount of not less than \$200,000.00. The Tenant shall place such additional insurance as the Landlord may reasonably require and the Tenant shall provide the Landlord with either a copy of the said insurance policy or cover note of insurance before the Tenant takes possession of the Site. The Tenant shall provide the Landlord with evidence of insurance aforesaid on or before the commencement date of this Lease and on or before the commencement date of any renewal thereof. The Tenant hereby releases the Landlord from any claims arising as a result of loss or damage to the Tenants goods, assets or improvements.

22. The Tenant hereby agrees to use the Site and Facilities at his/her own risk, including the use and occupation of the Site and the use of the Campground by the Tenant or the Tenant's invitees; the storage or use of the Tenant's chattels or Tenant Improvements; and, the acts, errors, omissions or negligence of the Tenant or the Tenant's guests, invitees or others for which the Tenant is responsible.

#### **RULES AND REGULATIONS**

23. The Tenant shall ensure that the Tenant and the Tenant's guests and invitees shall abide by the Campground Rules and Regulations in Schedule "B", which are hereby incorporated into and form part of this Agreement. Any defined terms in this Agreement and the Rules and Regulations shall have the same meaning.

#### **BREACH OF RULES AND REGULATIONS**

24. Should the Tenant or the Tenant's guests or invitees breach any provision of this Agreement, including any of the Campground Rules and Regulations, the Landlord may, in its sole discretion, terminate this Agreement upon providing written notice to the Tenant delivered to the Site or mailed to the address of the Tenant stated in this Agreement. The notice shall be deemed to have been served three clear days following mailing or on the date of posting the same. Further, the aforesaid notice may be provided to the Tenant as set forth in paragraph 36 of this Agreement.

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25. If the Landlord terminates this Agreement, any unused portion of the Rent paid by the Tenant shall be forfeited as liquidated damages and not as a penalty. Upon termination of this Agreement by the Landlord, the Tenant shall remove its recreational vehicle, watercraft and other chattels (collectively "Tenant Chattels") from the Campground within seven (7) days of receipt of the termination notice from the Landlord. With the Landlord's written permission, the Tenant Improvements may be sold by the Tenant by the commencement of a new Season (the "Removal Date"), to a new Tenant acceptable to the Landlord in its sole unfettered discretion. Should the Landlord withhold its permission or if the Tenant does not sell the Tenant Improvements, then the Tenant Improvements must be removed by the Tenant and the Site restored by the Tenant to its natural ground state no later than the Removal Date. Any Tenant Improvements not so removed shall be deemed abandoned by the Tenant and shall become the property of the Landlord without any claim thereon by the Tenant. The Landlord may sell the Tenant Improvements either privately or at public auction and all sale proceeds shall belong to the Landlord without any claim thereto by the Tenant.

### **DEFAULT**

26.1 (a) If any rent, deposits or other charges or amounts due are not paid punctually on the due date to the Landlord, the Site and Tenant Improvements shall, at the Landlord's option, on notice to the Tenant, be deemed abandoned by the Tenant and the Landlord may re-let the Site. Any late payment accepted by the Landlord will bear interest at the rate of 24% per annum until paid and a \$50.00 fee will be assessed for NSF payments, but nothing herein expressed or implied shall be construed so as to require the Landlord to accept late payments. Any acceptance by the Landlord of amounts due to the Landlord to the date of termination of this Lease shall not be construed as a consent by the Landlord to waive the Landlord's termination of this Agreement.

(b) Upon the occurrence of any event described in paragraph 26.1(a) above, the Landlord may move any, and/or all of the Tenant's Property (including the Tenant's recreational vehicle, and Tenant Improvements) from the Site to a secure location in the Campground and the Tenant hereby appoints the Landlord as the Tenant's agent to move the Tenant's property as contemplated in this paragraph 26.1(b). The Tenant shall have no claim against the Landlord if the Tenant's property is damaged while being disassembled, moved or stored at the place to where the Tenant's property is relocated in the Campground by the Landlord.

26.2 The Landlord may distrain for the rent hereby reserved, or for any money hereby made recoverable by distress, upon the goods and chattels of the Tenant wheresoever situated and upon any other premises to which the same may have been removed or wherever the same may be found. Whenever the Landlord is entitled to levy distress against the goods and chattels of the Tenant, the Landlord may use such force as they may deem necessary for that purpose and for gaining admittance to the Site in which such goods and chattels are situated without being liable to any action in respect thereof, or for any loss or damage occasioned thereby and the Tenant hereby expressly releases the Landlord from all actions, proceedings, claims or demands whatsoever for or on account of or in respect of any forcible entry or any loss or damage sustained by the Tenant in connection therewith. The Tenant waives and renounces the benefit of any present or future Act of the Legislature of Alberta taking away or limiting the Landlord's right of distress. Any goods distrained by the Landlord may be sold by the Landlord at public auction or by private sale as the Landlord may, in its sole discretion, decide and the Landlord is at liberty to purchase such goods.

### **INDULGENCES**

27. The Landlord's granting of any indulgences to the Tenant for any breach of this Agreement, or extension time, shall not be construed as a further indulgence on subsequent breaches or extension of time.

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**TIME**

28. Time shall in every respect be of the essence of this Agreement.

**TENANT'S TERMINATION OF LEASE**

29. If the Tenant does not wish to renew the tenancy of the Site for the following Term, the Tenant shall notify the Landlord of that no later than March 1 preceding the Termination Date. In such event the Tenant must remove the Tenant's Chattels from the Site by no later than the Termination Date (April 30<sup>th</sup>). Until the Termination Date, and subject to the written approval of the Landlord, Tenant Improvements may be sold by the Tenant to a new Tenant acceptable to the Landlord in its sole unfettered discretion. If the Landlord does not provide such approval then the Tenant must remove the Tenant Improvements and the Site must be restored by the Tenant to its natural ground state. Up to the Termination Date, the Landlord may provide contact information for the Tenant to any parties interested in acquiring the Tenant Improvements. If the Tenant does not remove or sell Tenant Improvements by the Termination Date, the Tenant Improvements shall be deemed abandoned by the Tenant and the Landlord may deal with them as set forth in paragraph 25 above.

**LANDLORD'S RIGHTS TO REFUSE RENEWAL**

30. Notwithstanding anything expressed or implied in this Agreement, the Landlord may, in its sole unfettered discretion, elect to not renew this Agreement or enter into a Lease Agreement with the Tenant for any successive Term, by notifying the Tenant in writing by the Termination Date of the current Term or renewal thereof. On or before the Termination Date the Tenant shall remove the Tenant's Chattels and sell or remove the Tenant Improvements as herein provided. Up to the Termination Date, the Landlord will provide contact information for the Tenant to any parties interested in acquiring the Tenant Improvements. Any Tenant Improvements not sold or removed by the Termination Date shall be deemed abandoned and the Landlord may deal with them as set forth in paragraph 25 above.

**SALE OR REMOVAL OR TENANT IMPROVEMENTS OR CHATTELS**

31. The Tenant shall not sell the Tenant Improvements for more than the actual cost incurred by the Tenant that can be verified by receipts. The Tenant may not add to the cost of the Tenant Improvements the value of labor of the Tenant or Tenant's family members and friends, nor may a markup be added for any rights to the Site.

32. The Tenant shall be responsible for all expenses (including the Landlord's legal fees) associated with the removal of the Tenant Chattels, sale or removal of the Tenant Improvements, and restoration of the Site to its natural ground state, as herein provided. In its sole and unfettered discretion, the Landlord may in whole or in part, and without compensation to the Tenant, take possession of and title to any Tenant Improvements abandoned or deemed abandoned. The Tenant shall pay to the Landlord its cost of removal or repair of the Tenant Chattels or Tenant Improvements, and restoration of the Site to its natural ground state in whole or in part, including a reasonable fee for the Landlord's employees performing such work. The Tenant shall not have any claim whatsoever against the Landlord by reason of the Tenant not being able to, by the dates provided herein, sell or remove the Tenant Improvements, restore the Site to its natural ground state or remove the Tenant Chattels.

**STORAGE CHARGES**

33. If the Tenant does not remove the Tenant Chattels by the date(s) provided in this Agreement, the Landlord shall be entitled to remove the Tenant Chattels from the Site at the Tenant's cost. The Landlord shall have a lien on the Tenant Chattels for storage charges (which the parties hereto deem to be reasonable) at the rate of \$35.00 per day calculated from the date such Tenant Chattels should

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have been removed, together with the cost of removal and transportation charges. If the Tenant fails to pay storage charges, within 7 clear days of receiving written notification thereof from the Landlord, then the Tenant Chattels shall become the Landlord's property and, the Landlord may sell the Tenant Chattels either privately or at public auction and the provisions of paragraph 25 hereof shall apply. After the deduction of the Landlord's costs related to removal, transportation and sale of the Tenant Chattels, the balance shall be applied against storage charges and any shortfall shall be paid by the Tenant. The Tenant shall have no claim whatsoever for any damages to the Tenant Chattels, however caused. Notwithstanding the foregoing, the Tenant does hereby grant the Landlord the authority to discard or destroy any of the Tenant Chattels left on the Site by the Tenant that the Landlord, in its sole unfettered discretion, deems unsuitable or worthy of storage.

#### **COMPLIANCE WITH LAWS**

34. The Tenant shall obey and comply with all statutes, bylaws, rules and regulations of all Federal, Provincial, Municipal or other authority and shall not do anything within the Campground in contravention thereof. The Tenant shall also comply with all Federal, Provincial, Municipal and other authority directives, laws, rules, and regulations pertaining to a public health crisis. The Tenant shall indemnify and save harmless the Landlord in respect of any breach of this provision of this Agreement.

#### **AGREEMENT RENEWAL CONDITIONS**

35. The Tenant's continued occupancy of the Site after the Termination Date shall be subject to the Tenant, no later than the Termination Date, paying to the Landlord the Rental Rate for the subsequent Term as determined by the Landlord, and executing a renewal of this Agreement or entering into a new Lease Agreement in the format prepared by the Landlord. The Landlord will endeavor to communicate to the Tenant the Rental Rate for the following Term prior to the Termination Date. The obligations of the Tenant to remove Tenant Chattels, deal with Tenant Improvements, restore the Site to its natural ground state, and to pay all monies due to the Landlord, as herein provided, shall survive any termination of this Agreement by whatever cause.

#### **LANDLORD'S COSTS**

36. If the Tenant breaches any terms of this Agreement and the Landlord retains legal counsel to enforce any of the Landlord's rights herein, the Tenant shall pay all of the Landlord's legal fees in connection therewith on the scale as between solicitor and his own client, together with all other costs incurred by the Landlord in relation to the foregoing.

#### **NOTICE TO TENANT**

37. Any notice herein to the Tenant, including service of any court documents, maybe effected by personally delivering the same to the Tenant or by posting the same to the front door of the premises described in the Tenant contact information set forth in Schedule "A" hereto or by mailing the same by ordinary mail to the Tenant to that address and any such notice or court documents shall be deemed to have been received by the Tenant three clear days after mailing the same even if the envelope containing such documents are returned to the Landlord. The foregoing may also be e-mailed to the Tenant at the e-mail address set forth in Schedule "A" hereto. Where any notice or court documents are posted to the front door of the premises set forth in the Tenant contact information set forth in Schedule "A" hereto, then the Tenant shall be deemed to have received the said notice or the court documents on the date they were so posted. Where any notice or document is emailed to the Tenant, the Tenant shall be deemed to have received the same at the time the notice or document was sent to the Tenant.

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**TENANT'S CONSENT TO LANDLORD'S ADVERTISING**

37.1 The Tenant consents to the Landlord using photographs, videos, audio recordings, and the like, of the Tenant, as well as Tenant's statements (and the like) in any advertising material used by the Landlord in promoting the Campground. The Tenant shall have no claim against the Landlord in connection with the Landlord's use of the aforesaid material.

37.2 The Tenant shall obtain the consent of their guests to the Campground so that the provisions of paragraph 37.1 above applies to those guests as well.

**PESTS**

38. The Tenant shall be responsible to keep the Site free from all pests at the Tenant's expense. For the purpose of this clause, the term pests includes, but is not limited to: voles, gophers, wasps, ants, mice, roaches, fleas, bed bugs, spiders, insects and other vermin. If the Tenant is in breach of this clause, the Landlord is entitled to take all necessary steps in the Landlord's sole discretion, to rid the Site of the foregoing pests and vermin and the Tenant shall reimburse the Landlord for the cost so incurred by the Landlord.

**TENANT IDENTIFICATION**

39. The Tenant shall, concurrent with the delivery of this agreement executed by the Tenant, provide the Landlord with a copy of the Tenant's driver's license.

**SCHEDULES**

40. Schedule "A" and Schedule "B" are incorporated herein and form part of this Agreement.

This Agreement is made between the Landlord and the Tenant on \_\_\_\_\_

\_\_\_\_\_  
(Tenant's Printed Name)

\_\_\_\_\_  
(Tenant's Signature)

Per: \_\_\_\_\_

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## **SCHEDULE "B"**

### **RULES AND REGULATIONS**

#### **1. TENANT AND VISITORS AND GUESTS**

1.1 The term "Tenant", as used in these Rules and Regulations, includes the party signing the Agreement, the Tenant's partner and the Tenant's children to the age of 18. "Visitors" are persons who are permitted by the Landlord to visit the Tenant. Day visitors must leave the Campground by 11:00 p.m. Overnight visitors are permitted until 11:00 p.m. the following day. The Landlord reserves the right (in the Landlord's sole discretion) to limit the number of visitors within the Campground. Family reunions or gatherings will only be allowed if the Landlord's written consent is first obtained. The Landlord can withhold such consent for any reason whatsoever without giving any reason therefor.

1.2 Where overnight Visitors are allowed to occupy the Tenant's site, bunk house, the Tenant's cabin or their own recreational vehicle or tent, then the Tenant shall ensure that the Visitors must register their presence at the Landlord's office or self-check in, and pay overnight fees of \$20.00 per Visitor, per night, set by the Landlord for such occupancy. No access to the Tenant's site is permitted by day or overnight Visitors without the presence of the Tenant. If the Visitor does not pay the daily fee aforesaid, then the Tenant shall pay it on demand. Where permitted by the Landlord, an additional family member (permanent Visitor) may be permitted to access the site holder's seasonal site (without the Tenant's presence) at an additional cost of \$200.00 yearly, per visitor, per site. Permanent visitors must be approved by the Landlord prior to occupancy. Fees for permanent visitors must be paid prior to occupancy. Permanent visitors will only be permitted if the Landlord's written consent is first obtained.

#### **2. THE SITE**

a) Each Site shall only accommodate one recreational vehicle that is either a trailer or a motor home. The water supply faucet and the power supply at each Site will be used only for the designated recreational vehicle for the Site. Permitted Visitors with their own recreational vehicle must Camp in areas designated by the Landlord.

b) Tenants shall not substitute one recreational vehicle for another without prior written consent of the Landlord. The Landlord can withhold such consent for any reason whatsoever without giving any reason therefor.

c) The Site is to be kept in a neat, tidy and clean condition, including the lawn areas around the Site. The Tenant shall also keep the Site in such condition aforesaid in accordance with any written notice from the Landlord. Failure to comply will result in an insufficient Site maintenance penalty assessment of \$35.00 per week determined by the Landlord in its sole and unfettered discretion and shall be paid forthwith upon being invoiced therefore by the Landlord.

d) Except as specifically permitted by the Agreement, storage sheds, decks and fences shall not be placed on the Site and in the Campground without the Tenant first obtaining the Landlord's written permission. The Landlord can withhold such consent for any reason whatsoever without giving any reason therefor.

e) The Tenant shall ensure that any structure built on the Site is safe, in good repair and in a condition not likely to cause injury to any persons on the Site. The Landlord reserves the right, in its sole

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discretion, to declare any of the Tenant's structures to be unsafe, in which case such structure shall be dismantled or repaired by the Tenant to the satisfaction of the Landlord. At the end of the Lease Term, the Tenant shall remove all structures on the Site and restore the Site to its original state, subject to the Landlord's direction.

**f) The Tenant is entitled to use one electrical receptacle and the water supply located within the Tenant's Site. These facilities shall not be shared with other recreational vehicles.**

g) No dumping of grey water or sewage is permitted to be carried out by the Tenant on the Campground's grounds except into the sewage holding tanks located on the Site. The Site sewage tanks will be emptied on an as-required basis throughout the Season, by a service approved by the Landlord, at the Landlord's sole discretion.

h) The Landlord reserves the right to replace or install sewage holding tanks at any time deemed necessary by the Landlord (in the Landlord's sole discretion).

i) Clothes lines may not exceed six feet in height and must be removed at the end of the Season.

j) Satellite dishes, nails, screws or bolts shall not be inserted into trees anywhere within the Campground.

k) If damaged or dead trees are required to be removed from a Site, the Tenant, at the Tenant's cost, shall remove recreational vehicles, fencing and other structures to facilitate such removal. Unauthorized tree and vegetation removal is strictly prohibited and may lead to eviction. The cost to replace any trees either deliberately or unintentionally damaged is the sole responsibility of the Tenant. The Tenant shall not bring onto the lands described in paragraph 1 of this agreement (under the heading DEFINITION) chainsaws or pole saws, without prior consent from the Landlord. The Tenant agrees that any maintenance of trees in the Campground shall only be performed by the Landlord, without prior written consent by the Landlord.

### **3. ENTRY AND USE OF FACILITIES**

The Landlord reserves the unfettered right to determine who enters the Campground. The Landlord may, without providing any reason, refuse entrance or services to any of the Tenant's visitors.

### **4. ENTRANCE GATE**

For security purposes, the Campground is equipped with manual gates with authorized keypad lock. Keypad lock code will be provided to all guests and is valid for the duration of the current season. All guests operate the gates at their own risk and assume responsibility for any damage and actions caused by them.

### **5. CURFEW**

The Tenant shall ensure that all persons under the age of 18 will be confined to the Site after 11:00 p.m., unless accompanied by an adult. No bicycles are to be ridden in the Campground after dusk.

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## 6. **NOISE**

Quiet time is from 11:00 p.m. to 7:00 a.m. Tenants are required to keep noise to a level that will not disturb other users of the Campground during that time. No loud music may be played after 11:00 p.m. Loud bass sounds are not allowed at any time. Games or any other activities that generate noise that may be objectionable or disturb other Tenants are not allowed after 11:00 p.m. The Landlord may determine what constitutes unacceptable noise and the Tenant shall be bound by the Landlord's decision.

## 7. **TRAFFIC**

**ZERO TOLERANCE FOR SPEEDING.** The speed limit within the Campground is 20 km/hour and the Tenant shall adhere to this. Pedestrians have the right of way at all times. Speeding or stunting is sufficient cause for immediate termination of the Tenant's Lease. Tenants and Tenant visitors will be asked to leave the Campground if the above rule is violated after the Tenant is given one warning in writing.

## 8. **MOTORIZED RECREATIONAL VEHICLES**

Motorcycles, mini-bikes, all-terrain vehicles, quads, and similar vehicles shall not be operated within the Campground.

## 9. **SALE AND ADVERTISING**

For sale signs or other postings are not permitted on the Site.

## 10. **ELECTRIC APPLIANCES**

**Tenants may use a small bar fridge at the Site. Electric heaters and large appliances may not be used by the Tenant. Violation of the provisions of this paragraph 11 by the Tenant shall subject the Tenant to a fine solely determined by the Landlord. The Tenant shall pay the said fine within five clear days of receipt of the same. The fine shall constitute additional rent.**

## 11. **TRASH**

Trash containers are provided at the Campground. All trash must be wrapped and placed in these containers. No bags are to be piled in front of the trash containers and trash bags may be placed on the side of a trash container if all containers are full. Tenants shall not deposit leaves, ashes, wood, propane bottles, barbeques, furniture, lawn chairs, large objects or any other unaccepted material posted on our website into the trash containers. All cardboard items shall be folded and placed beside trash bins. Trash bins are to be used courteously and with respect for other Tenants. Violation of this paragraph 12 by the Tenant shall subject the Tenant to a fine solely determined by the Landlord. The Tenant shall pay the said fine within five clear days of receipt of the same. The fine shall constitute additional rent.

## 12. **PETS**

Pets must be on a leash whenever outdoors within the Campground. At no time may pets run loose within the Campground. Pets are not permitted in restrooms or outhouses. Pets are not to be left alone in a trailer, recreational vehicle, or on the Site while Tenants are away from the Site or the Campground. Noisy, unruly, or dangerous pets as determined by the Landlord, shall not be permitted to remain in the Campground. Tenants must remove pet droppings by bagging same and placing such bags into the pet waste stations or trash containers found throughout the Campground.

**13. LIGHTS**

The Tenant may only illuminate the patio using solar lighting. Lights suspended from trees must be removed at the end of the Season.

**14. FIRES**

Fires are permitted provided that they are contained in a portable fire-safe container and positioned at least 2 meters away from any structure or combustible surface and in accordance with Municipal bylaws. The Tenant shall not scorch or damage the grass or trees. Fires are to be attended at all times. Tenants must obey all fire ban or fire restriction regulations. Failure to comply with the foregoing will result in immediate termination of the Tenant's Lease Agreement.

**15. FIREWOOD**

Tenant shall not split firewood after 11:00 p.m.

**16. GASOLINE STORAGE**

The Tenant shall not store gasoline anywhere in the Campground unless the gasoline is stored in small Canadian Standards Association approved containers.

**17. WATERCRAFT STORAGE**

Watercraft storage on Site may not result in congestion of an area, block off traffic flow, or block another Tenant's view. It is the Tenant's responsibility to keep the grass well-groomed and in a neat and tidy state in the surrounding areas, failing which the Landlord reserves the right to prevent the Tenant from storing Watercraft within the Campground. The Tenant assumes all risk in connection with the storage of Watercraft and releases the Landlord in connection with any claims which the Tenant may have against the Landlord for such damage or loss. The Tenant also indemnifies the Landlord in connection with claims made by third parties against the Landlord for loss to the third party's Watercraft as a result of the acts or omissions of the Tenant.

**18. OFF SEASON STORAGE**

The Tenant shall remove the following from the Site by September 30: all goods except the Tenant's single (1) recreational vehicle, single (1) watercraft and Tenant Improvements as defined in paragraph 14 above on page 3 hereof, or such other Tenant Improvements as the Landlord notifies the Tenant in writing.

**19. COURTESY AND RESPECT**

Tenants shall at all times be courteous and respectful to Campground staff and other Tenants. The Campground is designated as a family facility with the intention that all visitors enjoy their stay.

**20. DISRUPTIVE BEHAVIOR**

LOUD OR VULGAR LANGUAGE OR DRUNKEN OR OTHER INAPPROPRIATE BEHAVIOR, INCLUDING BULLYING, WILL **NOT** BE TOLERATED ON THE CAMPGROUND PROPERTY. VIOLATIONS MAY RESULT IN EVICTION OF ALL PARTIES AND THE TERMINATION OF THE AGREEMENT AT THE LANDLORD'S DISCRETION.

Initials \_\_\_\_\_

**21. FIREWORKS AND FIREARMS**

The Tenant shall not use fireworks (without prior consent from the Landlord) within the Campground. No firearms, bows, crossbows or weapons of any kind are allowed within the Campground. Any breach of the foregoing will result in immediate termination of the Agreement.

**22. WATER USE**

Watering of grass and shrubs or washing of recreational vehicles, vehicles and Watercraft is not permitted without permission of the Landlord's management.

**23. EVICTION**

If this Agreement is terminated, the Tenant will be allowed 7 clear days between the hours of 9:00 a.m. and 5:00 p.m., to remove all personal belongings, recreational vehicles and Tenant Improvements that are required to be removed.

**24. FLUID CLEAN UP**

If any fluids leak from the recreational vehicle (for example, oil, gasoline, anti-freeze, transmission fluid or any other liquids or contaminants) then the Tenant shall, at the Tenant's cost, remove all soil contaminated thereby and shall replace the soil removed with new clean soil. If the Tenant fails to perform their obligations as aforesaid, then the Landlord may take all steps to remove such contamination and replace the removed soil with clean soil and all costs incurred by the Landlord in so doing shall be paid by the Tenant to the Landlord on demand.

**25. COMBINATION KEYCODE LOCK**

The Tenant shall keep all known combination lock codes or keycodes in safekeeping and shall not share or provide the combination lock codes to unauthorized guests or visitors.

**26. CANNABIS AND ALCOHOL CONSUMPTION**

Cannabis and cannabis related products are to be only consumed on the Site and not in the presence of minors. Cannabis and cannabis related products as well as alcohol must be consumed responsibly. All legislation, whether Federal, Provincial or Municipal shall be observed by the Tenant in respect to the use and consumption of cannabis, cannabis related products and alcohol in the Campground, the Site and all other areas thereon. Notwithstanding the foregoing, no cannabis plants, or the like, may be grown by the Tenant on the Site or anywhere within the Campground.