

2018 LEASE AGREEMENT  
HILAH AYERS WILDERNESS RV PARK  
BOX 131, MULHURST BAY, ALBERTA T0C 2C0

MADE BETWEEN:

AT PROPERTIES LTD., carrying on business  
as HILAH AYERS WILDERNESS RV PARK  
(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 Hilah Ayers Wilderness RV Park located in Mulhurst Bay, Alberta (the "Park");

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 Plan 0724352, Block 1, Lot 3.
2. "Season" means that portion of the term of this lease commencing May 1 to and including September 30.
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**

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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 personally or electronically delivered to the Landlord or mailed by the Tenant to the Landlord at the following address: P.O. Box 131 Mulhurst Bay, Alberta, T0C 2C0.

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 this paragraph 7.2 shall be paid by the Tenant within 10 clear days of the date of the invoice.

8. The 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 their sole discretion.

10.3 No recreational vehicle more than 15 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 Park 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 Park.

### **HOLDING TANK**

11. The Tenant must purchase the sewage holding tank located within the Site (the "Tank") for an amount no greater than the original cost to supply and install, and all information relating to Tank replacement or repairs shall be disclosed to the Landlord and verified through receipts. Any Tank Deposits paid by the Tenant shall hereby become the property of the Landlord and the holding tank shall become the property of the Tenant. The Tenant shall ensure that all black water and grey water from the recreational vehicle flows into the Tank, and shall ensure that the Tank has been pumped out dry by the end of the Season by a service approved by the Landlord at the Tenant's expense. The Tenant is responsible for all costs associated with damages to the Tank or its replacement including all environmental remediation costs.

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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 set-off 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 Park "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: park 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.

**PARK SERVICES**

15. Electrical power will be provided to the Site by the Landlord from May 1 to September 30.

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 and water supplies at any time outside the Landlord's responsibility to provide water or electricity. The Landlord shall incur no liability whatsoever to the Tenant in the event of failure to provide electrical power and water to the Park and the Site due to causes beyond the Landlord's control.

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18. Facilities available to the Tenant and their guests in the Park include laundry, bathroom and showers which are available during the Season, weather dependent and subject to 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 Park's facilities as a permanent residence. The Tenant shall not store winter recreational vehicles or other chattels within the Park 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 Park by the Tenant or the Tenant's guests or invitees, and any loss, damage or destruction to the Tenant's Improvements or the Tenant's assets located within the Park 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 Park, 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 \$2,000,000.00. 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 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 saves harmless and indemnifies the Landlord, its officers, directors, shareholders, agents and employees and all other parties for which the Landlord is responsible at law from any and all costs, charges, claims, actions, damages and liabilities of every nature and kind (including the Landlord's legal costs as between solicitor and his own client on a full indemnity basis) arising directly or indirectly from: the Tenant's breach of this Agreement; the use and occupation of the Site and the use of the Park 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 Park 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.

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

24. Should the Tenant or the Tenant's guests or invitees breach any of the Park 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.

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 park within five (5) 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.

### **TERMINATION FOR PAYMENT DEFAULT**

26. If any rent, deposits or other charges due are not paid punctually on the due date to the Landlord, the Site and Tenant Improvements shall 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 \$35 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.

### **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.

### **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). Until the Termination Date, and subject to the written approval of the Landlord, Tenant

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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 September 15 of the current Term. On or before the Termination Date the Tenant shall remove the Tenant's Chattels and sell or remove the Tenant's 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's 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 on the scale as between solicitor and his own client on a full indemnity basis) 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 have been removed, together with the cost of removal and transportation charges. If the Tenant fails to pay storage charges, within 5 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

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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.

### **AGREEMENT RENEWAL CONDITIONS**

34. 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 in writing to the Tenant in March of the Rental Rate for the following Term. 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**

35. 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 on a full indemnity basis, together with all other costs incurred by the Landlord in relation to the foregoing.

### **NOTICE TO TENANT**

36. 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.

### **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 Park. 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 Park so that the provisions of paragraph 37.1 above applies to those guests as well.

### **SCHEDULES**

38. Schedule "A" and Schedule "B" are incorporated herein and form part of this agreement.

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This Agreement is made between the Landlord and the Tenant on \_\_\_\_\_, 20\_\_\_\_\_.

AT PROPERTIES LTD.

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

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

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

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

**SCHEDULE "A"**

**RENT, SITE, DEPOSITS AND OTHER PARTICULARS**

1. Commencement date of lease: May 1, 2018.
2. Termination Date of lease: April 30, 2019.
3. The Tenant does hereby lease Site number \_\_\_\_\_.
4. The Security Deposit for the Site is \$\_\_\_\_\_.
5. The Rental Rate is \$\_\_\_\_\_, plus GST in the amount of \$\_\_\_\_\_, for a total of \$\_\_\_\_\_ for the Term (being the period in paragraphs 1 and 2 above).
6. Property entrance remote identification number for the Site \_\_\_\_\_.
7. Payment is made by: \_\_\_ cheque, \_\_\_ cash, \_\_\_ electronic funds transfer, \_\_\_ money order or bank draft.
8. Recreational Vehicle:
  - (a) Make \_\_\_\_\_.
  - (b) Model \_\_\_\_\_.
  - (c) Year \_\_\_\_\_.
  - (d) Vehicle license plate number \_\_\_\_\_.
9. Particulars of the Tenant's insurance:
  - (a) Insurance Company: \_\_\_\_\_.
  - (b) Tenant's insurance policy number: \_\_\_\_\_.
  - (c) Tenant's insurance agent: \_\_\_\_\_.
  - (d) Tenant's insurance agent's phone number: \_\_\_\_\_.
10. The Landlord's GST number is 813137486 RT0001.
11. Tenant contact information for provision of notice or other documents:

\_\_\_\_\_  
Street

\_\_\_\_\_  
Town or City

\_\_\_\_\_  
Postal Code

\_\_\_\_\_  
Phone Number

\_\_\_\_\_  
Email Address

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**SCHEDULE "B"****RULES AND REGULATIONS****1. TENANT AND VISITORS AND GUESTS**

The term "Tenant", as used in these Rules and Regulations, includes the party signing the Agreement, the Tenant's spouse and the Tenant's children to the age of 18. "Visitors" are persons who are permitted by the Landlord to visit the Tenant. Both day visitors and overnight visitors must be registered at the Landlord's Office and must pay daily fees for remaining on the Site, as set by the Landlord, if allowed to stay overnight within the Park in the visitor's recreational vehicle or tent. Day visitors must leave the Park by 11:00 p.m. The Tenant may permit his or her immediate family to use their RV and Site in the Tenant's absence provided that the Tenant makes a written request to the Landlord which is to include the date of arrival and date of departure, and an acknowledgment that the Tenant will be responsible for the behavior of the family members. The Landlord reserves the right (in the Landlord's sole discretion) to limit the number of time(s) for family use and limit the number of visitors within the Park. 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.

**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 park 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 Park 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 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

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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 Park's grounds except into the sewage holding tanks located on the Site. The Site sewage tanks will be emptied dry by the Tenant no later than the end of the Season, at the expense of the Tenant, by a service approved by the Landlord.
- (h) The Landlord reserves the right to replace or install a Site sewage holding tank at any time deemed necessary by the Landlord (in the Landlord's sole discretion), at the Tenant's expense. The Tenant shall forthwith pay the Landlord's costs in connection therewith upon being invoiced therefore.
- (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 park.
- (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.

3. **ENTRY AND USE OF FACILITIES**

The Landlord reserves the unfettered right to determine who enters the Park. 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 Park is equipped with automatic gates with authorized keyless remote operation that may be deactivated each night from 11:00 p.m. to 7:00 a.m. at the Landlord's discretion. Vehicles may not be able to enter or exit the Park after 11:00 p.m. except in an emergency. Tenants returning to the Park after 11:00 p.m. may be required to enter on foot after parking their vehicles in the area designated by the Landlord. Tenants operate the gates at their own risk and assume responsibility for any damages 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 park 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 Park during that time. No 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 Park is 10 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 Park 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 Park.

9. **SEWER HOLDING TANK**

All underground septic sewage tanks installed by the Tenant must be made of cement and be approved by the Landlord in writing. It is the Tenant's responsibility to submit proof of payment for final pump out of such tanks, prior to the departure from the Park and in any event by October 1. A vacuum truck will be in the Park Monday mornings as long as a request has been made by at least three Tenants. A fee will be charged for each sewer tank serviced and there is a significant price increase after October 1. Note that vacuum truck drivers will not crawl over and under obstructions. Tenants must obtain a receipt for proof of service which shall be provided to the Landlord. Upon termination of the Tenant's tenancy, the Tenant shall empty the sewage storage tank on the Site at the Tenant's expense.

10. **SALE AND ADVERTISING**

For sale signs or other postings are not permitted on the Site. The Landlord will provide a bulletin board near the Park office for Tenant advertising.

11. **ELECTRIC APPLIANCES**

**Tenants may use a small bar fridge at the Site. Electric heaters and large appliances may not be used by the Tenant.**

12. **TRASH**

Trash containers are provided near the Park office. 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.

13. **PETS**

Pets must be on a leash whenever outdoors within the Park. At no time may pets run loose within the Park. Pets are not permitted in washrooms, laundry areas or any playground areas. 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 Park. Noisy, unruly, or dangerous pets as determined by the Landlord, shall not be permitted to remain in the Park. Tenants must remove pet droppings by bagging same and placing such bags into the pet waste stations or trash containers found throughout the Park.

14. **LIGHTS**

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

15. **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.

16. **FIREWOOD**

Firewood is to be used economically. The Tenant shall not split firewood after 9:00 p.m.

17. **GASOLINE STORAGE**

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

18. **WATERCRAFT AND OFFSEASON STORAGE**

All watercraft and watercraft trailers (collectively "Watercraft") must display a readable, visible, water proof and laminated label which includes the Tenant's name, Site number and contact information. Watercraft may be stored on Site with the Landlord's written approval. Watercraft storage on Site may not result in congestion of an area, block off traffic flow, or block another Tenant's view. An alternate storage area is available provided the Tenant registers at the Landlord's office and pays the Landlord's storage fee. 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 Park. Unapproved offseason storage of large and unsightly chattels on Site may be subject to penalties in an amount determined by the Landlord and invoiced to the Tenant which amount shall be paid immediately upon receipt of the said invoice. 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.

Initials \_\_\_\_\_

19. **COURTESY AND RESPECT**

Tenants shall at all times be courteous and respectful to Park staff and other Tenants. The Park 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 PARK PROPERTY. VIOLATIONS MAY RESULT IN EVICTION OF ALL PARTIES AND THE TERMINATION OF THE AGREEMENT AT THE LANDLORD'S DISCRETION.

21. **FIREWORKS AND FIREARMS**

The Tenant shall not use fireworks, firecrackers, or cap guns within the Park. No firearms, bows, crossbows or weapons of any kind are allowed within the Park. 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 5 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.