

COUNTY OF FORTY MILE NO. 8

**40 MILE PARK
SEASONAL RENTAL AGREEMENT**

The *Renter* may use this space on a seasonal basis for Truck Mounted Camper, Motor Home, Travel Trailer, Fifth-wheel, Tent and Tent Trailer. Unit may be placed on site from May 1st through September 30th, inclusive. October 1st through April 30th all property must be removed from the Park. Only docks may be stored in Storage Area.

The *Renter* agrees that during this term, the *Renter* will use common courtesy, comply with all posted signs, stop at the gate and show their Park Pass before entering the Park, follow all Park Rules, as attached, and obey the following seasonal campsite rules:

RENTER / SITE

- a) The Seasonal Rental Site is to be used only for the purpose of a seasonal holiday residence by the *Renter*, and for no other purpose. No Seasonal Rental Site shall be used for any business purpose whatsoever.
- b) No more than one recreational unit allowed per site.
- c) No decks, awnings, permanent or semi-permanent structures will be erected on a Seasonal Rental Site.
- d) The *Renter* shall keep the site neat and clean at all times. *Renters* are expected to maintain their sites in a tidy, well-groomed condition that adds to the beauty of the surrounding grounds throughout the season. The *Renter* shall at all times keep all personal property within the Seasonal Rental Site.
- e) All camping units must remain on the graveled campsite pad.
- f) Park Maintenance will arrange to water the grassed area, shrubs, and trees within the campsite. *Renter* is responsible for removing all personal property off of grassed areas and the Park is not responsible for any water damage to personal property of *Renter*. The *Renter* will exercise care not to damage the Park irrigation equipment and will not tamper with such equipment.
- g) The Park will arrange to mow the grassed areas within the campsite. Personal property must be moved off the grassed area as requested by Park staff. The Park will not be responsible for any damage to personal property left on the grassed area.
- h) The *Renter* shall not use the Seasonal Rental Site in a manner or for a purpose that would cause a nuisance or hazard to any other renter or member of the public.
- i) The *Renter* shall not affect major repairs to automobiles, RV's, or boats on the Seasonal Rental Site or the Park property.
- j) The *Renter* is responsible for all actions of all occupants and guests present on the Seasonal Rental Site at all times, even when the *Renter* is not personally present.
- k) The *Renter* shall not trespass on another renter's site without their permission.
- l) The *Renter* is responsible for any damage caused to the Seasonal Rental Site, or damage caused while using Park facilities or equipment in the Park.

- m) The *Renter* shall not bring, keep, or store or permit to be brought, kept, or stored in or upon the Seasonal Rental Site or Park Property any dangerous substances or materials including radioactive, explosive, poisonous, or inflammable liquids over 20 litres.
- n) The *Renter* shall adhere to a zero tolerance policy of all physical and/or verbal abuse towards Management, staff, other renters and the public.
- o) In the event the campsite is required by the Lessor for an emergency, for construction or repair work or for any reason beyond the Lessor's control, the Lessor will so advise the *Renter*, including the date and time by which the Lessor requires the campsite, and further, the Lessor will offer the *Renter* an alternate camping site within the camp ground. In the event the *Renter* does not vacate the campsite prior to the date and time specified by the Lessor, the Lessor may, at its discretion, immediately terminate this Agreement by refunding the unexpired portion of the seasonal camping fee paid by the *Renter*.

CAMPFIRES

- p) Campfires are permitted in designated areas only. Fire pits cannot be removed. All fires must be extinguished before retiring or vacating the Seasonal Rental Site. No fires are allowed by children; there must be an adult present at all times. NEVER LEAVE YOUR CAMPFIRE UNATTENDED. Park Staff has the authority to extinguish fires that are not properly supervised or controlled. No bottles, cans or garbage in fire pits.
- q) Cutting down, damaging or removal of natural vegetation is prohibited.

ALCOHOL

- r) The storage, use, and consumption of alcohol is restricted to the Seasonal Rental Site.
- s) A liquor ban shall be in effect in 40 Mile Park for the Victoria Day Long Weekend from 12:00 Noon Thursday, to 11:00 P. M. Monday. The liquor ban prohibits the possession and consumption of liquor at all camp sites, beaches, facilities and public areas within 40 Mile Park.

QUIET

- t) Quiet time is from 11:00 P. M. to 7:00 A. M. During quiet time, the *Renter* is required to keep noise to a level that will not disturb other users of the Park. Not to restrict the foregoing, the *Renter* specifically agrees to the following during "Quiet Time":
 - not to operate any generator;
 - not to play any music, musical instrument, radio, television or other sound generating device outside of the camping unit or so that the sound can be heard in any other campsite;
 - to speak softly so their voices cannot be heard in any other campsite;
- u) All persons under the age of 18 years must confine themselves to the Seasonal Rental Site of their parent or guardian after midnight; roaming between sites past midnight is not permitted. It is expected that all parents and guardians help to accommodate this rule with their children and/or children under their care.

PETS

- v) All pets must be kept under control within the boundaries of the Seasonal Rental Site and on a leash when off the Site. At no time may pets run loose in the Park. Noisy (barking, whining, or howling), unruly or dangerous pets will not be permitted to remain in the Park. Pets are not to be left unattended at any time. Please clean up after your pet at all times.
- w) The *Renter* shall not have more than two (2) dogs on the Seasonal Rental Site.

VEHICLES

- x) No off-road vehicles may be operated in the Park. This includes ATV's and dirt bikes.
- y) No vehicles are allowed off designated roads and parking areas. Parking is only permitted on gravel pad in the Seasonal Rental Sites and in designated parking lots. Vehicles including boats with trailers are not permitted on the campsite grassed area at any time.
- z) NO PARKING ALLOWED ON ROADWAYS.
 - aa) No vehicles are allowed on the banks or shores at any time.
 - bb) Obey all speed limits and drive cautiously at all times. Children may be playing in the area and the roads are often used as pathways. Pedestrians have the right-of-way at all times.
 - cc) No one under the age of sixteen (16) is allowed to operate any Motor Vehicle within Park boundaries

BEACH

- dd) The use of the Reservoir and Beach areas is at the *Renter's* own risk; no life guard will be provided.
- ee) No pets are allowed on the beach.
- ff) No noise on the beaches after 11:00 P. M.

BOATING

- gg) Obey the 'No-Wake 5 mph' signs in the harbour area. This is for swimmer and docked boat safety.
- hh) Boat trailers are only permitted on the gravel pad in the Seasonal Rental Site or in designated Dock and Boat Trailer storage area at the Northwest corner of the Park. Neither boats nor trailers are permitted on the campsite grassed area at any time.

GARBAGE

- ii) The *Renter* shall ensure all grey water and sewage lines are not leaking. Tote-a-long portable drain tanks are to be dumped at dump stations only.
- jj) There is a dumpster in the Park near the gate. Only bagged household garbage is to be disposed of in this dumpster. There are landfills located in the County of Forty Mile No. 8 if you should need to dispose of any other type of garbage.
- kk) Please place bottle and cans in designated receptacles.

NOTE: The Manager, or designate has the right to expel anyone from the Park for a 24-hour period if they have not conformed to the rules and regulations of the Park. Any further penalties will be the decision of the Park Committee.

Throughout this period, the *Renter* must take precautions to ensure their property does not cause damage to their campsite nor to other renters and campsites in the Park.

The *Renter* shall indemnify and save harmless the County of Forty Mile No. 8, its office, directors, employees and agents from any and all claims, demands, actions and costs whatsoever that may arrive out of the *Renter* performance of this agreement or by reason of any matter or thing done, permitted or omitted to be done by the *Renter* or any other person for whom the agreement is responsible, or with respect to the use, occupation or ownership of the site, or any matter related to the site for the 40 Mile Park.

At end of the term of this agreement the *Renter* agrees to vacate and surrender the campsite to the Park, to leave the campsite in good condition and to remove all of the *Renter's* personal property including refuse, and debris. In the event that the *Renter* fails to remove its property the *Renter* authorizes the Park to remove its property, to seize and dispose of same at Parks discretion and at *Renters* cost.

The Park Committee reserves the right to terminate this Campsite Agreement and to evict any person who does not comply with the terms and conditions of this Agreement. No refunds will be issued. In the event of eviction, or termination of this Agreement, the *Renter* agrees to forthwith vacate and surrender the campsite and remove its personal property, the *Renter* hereby authorizes the Park Committee to remove the *Renter* and its property and to seize and dispose of same at the *Renters* discretion and at the *Renter* cost.

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40 MILE PARK - SEASONAL RENTAL AGREEMENT

AREA _____ LOT _____ RATE/SEASON \$ _____

(Renter)

(Address) Phone: _____

_____ Cell: _____

_____ Fax: _____

_____ Email: _____

ACCEPTED (Renter) Signature must be same as above name. Date: _____

ACCEPTED (Park Representative) Date: _____

Rental Payment of \$ _____ Received By _____ Date: _____

RV License Plate No. _____