

Hubbles Lake RV Resort
2019 SEASONAL RENTAL AGREEMENT

Effective May 1, 2019 through to and Expiring on September 15, 2019

BETWEEN
interested parties namely

The **Seasonal Camper** hereafter called the 'Seasonal' with details as per SCHEDULE A

AND

The **Hubbles Lake RV Resort Management** hereafter called the 'Resort'

DEFINITIONS:

1. RESORT OBJECTIVES

- a) Provide opportunity for enjoyment of the lake, country and community atmosphere
- b) Maintain an orderly, secure, respectful environment by enforcing Community Bylaws as per SCHEDULE B

2. SCHEDULE B

- a) Provides Seasonal with a detailed description of Community Bylaws
- b) Describes the benefits associated in this Agreement and a code of usage
- c) It is the Seasonals responsibility to remain cognizant of its contents and to refer to it if they are unsure about any policy or procedure

3. SEASONAL SITE

- a) **CAMPING SEASON:** May 1 - September 15; **STORAGE SEASON:** September 15 - April 30
- b) Rented to the Seasonal with Details as per SCHEDULE A and by Community Bylaws as per SCHEDULE B
- c) Agreement cannot be transferred or sold to another individual(s)
- d) Rates & Payment Terms as per SCHEDULE C
- e) Intended for vacation purposes; not available for use as a residence; See SCHEDULE B - Sections 18 & 30

4. VIOLATIONS

Any violation of this Agreement, the determination of which shall be at the sole discretion of the Resort, shall result in termination of this Agreement. Upon termination, the Seasonal, their spouse, children, and/or Guests shall be deemed to be trespassers, under the PETTY TRESPASS ACT - Statutes of Alberta, and the Resort is hereby appointed their respective agent for disconnecting services and removal of their RV, structures, and personal property within 48 hours.

I/We Acknowledge That I/We Have Read, Understand, and Agree to Be Bound to this Agreement

Signed this _____ day of _____, 201_____

X _____
Seasonal Signature

Resort Management

Print Name

CAMPING SEASON: SITE # _____

SERVICES: P P/W P/W/S

X _____
Spouse Signature (if applicable)

STORAGE SEASON:

Print Name

SITE # _____ OR Lower Parking Lot

**SCHEDULE A
2019 SEASONAL DETAILS**

SITE #: _____ Services Included: (circle) Power Power/Water Power/Water/Sewer

- CHANGES TO YEAR/MAKE/MODEL MUST BE APPROVED BY RESORT -

RV TYPE (circle): pull trailer 5th wheel trailer motor home Total Length _____ feet

Year Manufactured _____ Make/Model _____ Slides Extend _____ feet

SEASONAL PERSONAL INFORMATION:

Children (**age as of May 1, 2019**)
(20 years of age & under, living at home)
- No Exceptions -

First/Last Name _____

Spouse (if applicable) _____ 1. _____ Age _____

Mailing Address: _____ 2. _____ Age _____

City/Province: _____ 3. _____ Age _____

Postal Code: _____ 4. _____ Age _____

Home Phone: _____ 5. _____ Age _____

Cell Phone: _____ Email: _____

Cell Phone: _____ Email: _____

COMPLIMENTARY GUESTS: Charges for first 15 guests registered are waived

CONSENT:

I/We give consent to list our first names in the Resort ' **2019 SITE DIRECTORY** ' (Children will not be listed)

Yes No Signature(s) *X* _____ *X* _____ Date _____

I/We give consent to receive correspondence by email (Newsletters, eUpdates)

Yes No Signature(s) *X* _____ *X* _____ Date _____

SECURITY GATE ACCESS CARDS:

MAXIMUM TWO VEHICLES PER SITE:

Card No. _____ Issued on _____

Vehicle License One: _____

Card No. _____ Issued on _____

Vehicle License Two: _____

GATE SCHEDULE: Sunday - Thursday..... OPEN - 7:00 am CLOSED - 10:00 pm
 Sunday (long weekend)..... OPEN - 7:00 am CLOSED - 11:00 pm
 Friday/Saturday..... OPEN - 7:00 am CLOSED - 11:00 pm

16. PARKING:

- a. Sites 1 - 34 permitted 15 minute drop-off parking at their site. Road access must not be restricted to neighboring Seasonals during this time and then vehicle should be moved to Lower Parking Lot.
- b. Sites 35 - 116 park one vehicle on their site; second vehicle use Upper Parking Lot.
- c. ALL GUESTS use Upper Parking Lot; GUESTS PROHIBITED from parking outside Resort security gates.
- d. 'No Parking' on vacant sites OR on another Seasonals site except when granted permission from them.
- e. 'No Parking' outside Resort security gate between 10:00 am - 9:00 pm. Parking outside Resort security gates is RESTRICTED TO SEASONALS ONLY starting after 9:00 pm; however, vehicles must be moved into the Resort by 10:00 am the following morning.
- f. In any case listed above, Resort reserves the right to make special provisions for parking.

17. PETS: Pets of any kind are not permitted on the Resort premises: common areas, sites, in RVs or otherwise.

18. RATES & REFUNDS: Rates and payment terms are as per SCHEDULE C. Charges are for usage of the assigned site as per Section 30 effective May 1 and through to and including September 15. If the Seasonal is reserving a site for the following season, complimentary usage of the site and Resort facilities is available until 6:00 pm, September 30. There is no refund if the site is vacated prior to Agreement expiration whether voluntary or involuntary and/or upon eviction for violation of this Agreement.

19. RESERVATION FEE: Required to reserve a site: Signed and completed 2019 Seasonal Rental Agreement along with a \$750 Reservation Fee to be received at the Resort office by 6:00 pm, September 15, 2018. This fee will be applied to the 2019 seasonal rental invoice as the first instalment and the remaining owing shall be paid as outlined in SCHEDULE C. The reservation fee will be forfeit and is NON-REFUNDABLE if the remaining owing is not received in full by 6:00 pm, May 1, 2019. The Resort reserves the right to adjust payment terms, deadlines and/or deny a site rental, the determination of which shall be at the sole discretion of the Resort.

20. RESTORATION FEE: Definition: An entrance payment due upon the initial rental of a site. If the Seasonal decides not to return for a subsequent season, this fee will be refunded only if all personal property is removed from the Resort, the site is restored to its originally occupied condition as per Resort discretion and all monthly account fees are paid in full.

21. SECURITY GATES & ACCESS CARDS: Access cards may be purchased by Seasonal only and must not be given to Guests. Children listed on SCHEDULE A may use access card; however, the Seasonal and spouse (if applicable) are the only ones who are permitted to register Guests. Access cards as per SCHEDULE A may be deactivated without notice to the Seasonal for violations of this Agreement until issues are resolved. An emergency call button is located at the Resort office entrance door for use when security gates are closed; see SCHEDULE A for opening and closing hours. A \$25 + GST **Nuisance Fee** will be charged if Resort staff is required to open the security gate for a non-emergency.

22. SITE AMENITIES: Picnic table provided. Additional fridges/freezers not permitted other than built-in RV appliances.
Electricity: 30 amp service available May 1 – September 15 (or September 30 - See Section 18)
Outages from Resort electricity provider occur occasionally. As per terms of this Agreement, the Resort is not responsible for losses including loss of fridge contents due to outages. Resort suggests that RV be adjusted to propane or other source before checking out of Resort if an outage occurs while Seasonal is absent.
Water/Sewer: Available as weather permits (Resort discretion); roughly May 15 - September 15

23. SITE MAINTENANCE: The site must be kept tidy and uncluttered. Clotheslines and/or tarps are not permitted. Seasonal is responsible to weekly maintain their assigned site (perimeter determined by Resort) **OR** hire by Option as per SCHEDULE C. Lawn area (if applicable) must be trimmed no shorter than three (3) inches mulching clippings. Gravelled area must be kept grass and weed free. To reduce the fire hazard and increase pest control, initial spring clean up, must be completed by May long weekend. Flower pots, ornaments and fire wood should be set on the gravelled area or deck to avoid damaging the lawn. If maintenance is neglected, the Resort, without notice to the Seasonal, will perform such and invoice accordingly. Minimum \$50 + GST will be charged each time the Resort must attend to a neglected site. Resort will be CLOSED two mid-week days in May and in June for grounds weed control. Due to the necessity of optimum weather/growing conditions for weed control, Resort will give a minimum four (4) hour email notice and bulletin board posting for closure days.

24. **SMOKING:** NO SMOKING in facilities & public areas including the beach and play areas. Smoking of cannabis anywhere on the Resort premises and/or in RV's is strictly prohibited. Seasonal is responsible to ensure that their Guests are aware and compliant.
25. **STAFF & MANAGEMENT:** Resort staff will maintain an orderly, secure and respectful environment by patrolling the Resort premises on a regular basis. They are responsible for enforcing Community Bylaws - SCHEDULE B. Specific duties include maintaining Resort grounds and ensuring that the Resort facilities and equipment are operating satisfactorily. Information and convenience items are offered at the Resort Office/Store during posted business hours. Please treat this Resort as you would your own home and report problems at the Resort office/store.
26. **STORAGE SEASON OPTIONS:** Payment for storage of RVs and/or watercraft is due no later than September 15, 2018, 6:00 pm. Storage is offered only by the DEFINITIONS as listed in SCHEDULE D.
27. **SUPERVISION OF MINORS:** Parents are responsible for the conduct of their children at all times. All minors under the age of 18 (eighteen) years are subject to a 10:00 pm curfew while in the Resort with the exception of those who are supervised by a responsible adult.
28. **SWIMMING AREA/LAKE WATER PLAYGROUND/DOCKS/BEACH:** No lifeguard on duty. NO SMOKING at the beach area or on the docks. Lake access and swimming is at Seasonals own risk. I/We absolve the Resort from liability relating to beach and lake activities.
- x _____ Seasonal x _____ Spouse
29. **TRAFFIC—VEHICLES & CYCLISTS:** Pedestrians have right-of-way at all times. Speed limit is 10 km/hr for both vehicles and cyclists. Vehicular traffic within Resort is to be kept to a minimum. All minors under the age of 18 (eighteen) years must wear approved helmets if riding any type of bicycle/skateboard/scooter.
30. **USE AS A RESIDENCE PROHIBITED:** Site occupancy and usage are designated 'For Vacation Purposes Only' and are not available (OR to be used) as a seasonal residence. 'CAMPING SEASON RATE' as per SCHEDULE C, allows a maximum usage of 90 days as per Section 18. Resort reserves the right to determine over-usage.
31. **WASTEWATER:** All wastewater (grey or black), must be collected in RV holding tanks. Seasonals on full hook-up sites must install rigid plumbing line to support RV hose for proper drainage and to protect it from possible breakage and UV rays. RV hose must be fitted with adapter for connection to Resort plumbing outlet. Seasonals using portable containers (blue boys) for wastewater transfer from their holding tanks to the sani-dump station must use hose connections when filling portable container and when dumping at sani-dump station. Deliberate drainage of wastewater (grey or black) from holding tanks or portable containers onto ground will result in immediate eviction. Portable toilets not to be used as a sani-dump station. Deodorant sanitreatment must be added to all (grey and black) RV wastewater holding tanks to control odours.
32. **WATER USAGE:** Water to sites will be available only as weather permits, roughly May 15 to September 15. Resort reserves the right to limit water usage on sites. Seasonals on 'Power/Water' or 'Power/Water/Sewer' sites secure a hose from RV to the water hydrant. Seasonals on 'Power' sites can fill RV fresh water holding tanks and then must disconnect the hose from the hydrant for storage out of sight. Seasonal is prohibited from watering lawns with water from Resort hydrants. Hot tubs, inflatable pools and/or the like are not permitted. Washing of any type of vehicle is prohibited. Washing of RVs on site is restricted to once during the camping season on a mid-week day and must be approved by the Resort. Specific details available at Resort office.
33. **WATERCRAFT:** Option 'Watercraft Launch Access' during Camping Season must be added to charges due for each watercraft seven feet or greater in length. Watercraft storage is available on racks at the launches; storage of watercraft on sites must be pre-approved by Resort. All watercraft and storage rung (if applicable) must be identified by site number. Watercraft may be moored to launches when the Seasonal is present at the Resort; however, must be moved to storage rack or site if Seasonal is vacating the Resort for more than 24 hours. Watercraft must be fitted with approved cover so it will not collect water when stored on the racks. Tarps not permitted. Watercraft are not permitted in swimming area. If not purchasing "Watercraft Storage", during Storage Season, site number must be removed from rung. Please specify type and how many:

___ Canoe ___ Inflatable ___ Kayak ___ Paddle Board ___ Paddle Boat ___ Row Boat

**SCHEDULE C
2019 RATES & PAYMENT TERMS**

CAMPING SEASON RATE:

- Restoration Fee (See SCHEDULE B, Section 20)..... \$ 200
- Sites: 7, 9, 11, 13, 19, 21, 66, 67, 70.....\$3,150
- Sites: 2 - 6, 23, 35 - 63..... \$3,250
- Sites: 10, 12, 14, 16, 18, 20, 22, 24 - 30, 32 - 34..... \$3,350
- Sites: 1, 17, 68..... \$3,350
- Sites: 77 - 116..... \$3,550
- Sites: 71 - 76..... \$3,650

CAMPING SEASON OPTIONS (May 1 - September 15)

- Watercraft Launch Access (per watercraft).....\$ 100
- Grounds Maintenance (minimum if requested).....\$ 25
- Waste Water Pump-out (single outlet).....\$ 25
- Waste Water Pump-out (two outlets or 3rd tank).....\$ 30
- Tow RV (parking lot to site; help level).....\$ 40
- Tow RV (site to parking lot).....\$ 25
- Security Gate Access Card.....\$ 10

STORAGE SEASON OPTIONS (September 15 - April 30)

- RV Storage..... \$ 150
- Watercraft Storage (per watercraft)..... \$ 100

PAYMENT TERMS & DEADLINE DATES:

FEE:

Storage Season Options.....	September 15
Site Reservation Fee of \$750 (First Instalment).....	September 15
Second Instalment \$1,000.....	April 1
Balance on Camping Season.....	May 1
Camping Season Options.....	Upon Receipt or Charge Account
Store and Guest Charges.....	Upon Receipt or Charge Account

PAYMENT DUE:

- Payments types accepted: MC, VISA, Debit, Interac eTransfer, cheque, cash
- Administration Fees: -3% of balance owing + GST for late payments
-\$45 + GST for returned cheques
- Rates and fees do not include tax: Please add 5% GST

**SCHEDULE D
2018/2019 STORAGE SEASON AGREEMENT**

Storage Effective September 15, 2018 through to and Expiring on April 30, 2019

DEFINITIONS: Complimentary storage of approved decks and sheds ONLY if purchasing RV storage

1. **ACCESS:** Resort Management does not reside full-time on the premises during the STORAGE SEASON. Appointments must be made for Resort access between October 1 and April 30. In the event an RV must be removed from the Resort during the STORAGE SEASON, charges may apply for snow removal, freeing items that are frozen down and/or towing the RV.
2. **INSURANCE/LIABILITY:** Seasonals are responsible for adequate insurance on their RV. All personal property is the responsibility of the owner and is stored at the Resort at the owners own risk.
3. **LIMITED EXCEPTIONS:** Metal fire pits may be stored in approved shed or on a deck along side the RV. Cinder block fire pits: See Resort Office for details. Propane BBQ may be stored on approved deck along the side of the RV OR it may be moved to one of the outdoor kitchens CLEARLY MARKED with the Seasonals site number. BBQ must be moved to back to Seasonals site by the May long weekend. On P/W/S sites plumbing hoses/lines must be disconnected from Resort outlets and outlet cap reinstalled. Rigid plumbing lines must be dismantled and stored either in approved shed OR on approved deck along side of RV.
4. **NON-COMPLIANCE:** Personal property not in compliance as per said DEFINITIONS and being left on site after September 30 will be deemed abandoned & removed; Seasonal agrees to pay removal & disposal fees.
5. **PERSONAL PROPERTY:** To give full access for grounds maintenance during 'Storage Season, **ALL personal property** must be stored in RV compartments or approved shed. If the Seasonals personal property does not fit in their RV compartments or approved shed, **it must be removed from the Resort**. Storage of items under the RV is not permitted unless approved by Resort. Tarps not permitted.
6. **WATERCRAFT:** Cannot be stored on a site unless inside Seasonals RV or an approved shed. Watercraft storage is only available on metal racks at the launches. Site number must identify both watercraft and rung. Paddle boats to be fitted with covers so they do not collect water. Tarps not permitted.

Charges are for storage of RV and watercraft only. The Resort assumes no responsibility for loss through fire, theft, collision, or otherwise to Seasonals RV, vehicles, watercraft, their contents, and all personal property. The Resort, its employees, or agents shall be saved harmless from any claims whether in contract or tort, by or on behalf of all those admitted to the Resort pursuant to or because of this Agreement. Any violation of this Agreement, the determination of which shall be at the sole discretion of the Resort, shall result in termination of this Agreement. Upon termination, the undersigned, his/her family and Guests shall be deemed to be trespassers, under the PETTY TRESPASS ACT - Statutes of Alberta, and the Resort is hereby appointed their respective agent for removal of their RV, structures, equipment and personal property within 48 hours.

I/We Acknowledge That I/We Have Read, Understand, and Agree to Be Bound to this Storage Agreement

Signed this _____ day of _____, 201_____

X _____
Seasonal Signature

Resort Management

Print Name

RV STORAGE: Yes No

X _____
Spouse Signature (if applicable)

WATERCRAFT STORAGE: Yes No

Print Name

1. Canoe # _____ 4. Kayak # _____
2. Paddle Boat # _____ 5. Row Boat # _____
3. Paddle Board # _____