



Summer Village of Parkland Beach
Box 130
Rimbey, AB T0C 2J0

Ph: 403-843-2055
Fax: 888-470-2762
Email: admin@parklandbeachsv.ca

CAMPSITE RENTAL AGREEMENT
("The Agreement")

THIS AGREEMENT IS BETWEEN

THE SUMMER VILLAGE OF PARKLAND BEACH
(hereinafter called the "Owner")

AND

(hereinafter called the "User")

1. DEFINITIONS

- 1.1 "Campsite" means the numbered campsite stalls located in the beach area in proximity to the marina and as identified in Appendix A.
- 1.2 "Permitted Activities" means use of the campsite solely for temporary or periodic recreational camping during the open camping season (generally May 15 through October 1) and strictly in compliance with all laws and this Agreement.
- 1.3 "Rental" means the daily rental fee identified in Appendix B
- 1.4 "Terms and Conditions" means the rules and regulations in Appendix B governing the rental use of the campsite.

In consideration of the payments set forth herein, and the mutual covenants, conditions and terms contained herein, the parties agree as follows:



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2. PREAMBLE

- 2.1 The Owner is the registered owner of the Campsite.
- 2.2 The User is an individual or an incorporated organization within Alberta.
- 2.3 The User wishes to utilize the Campsite under the Terms and Conditions contained in this Agreement.

3. RIGHTS AND RESPONSIBILITIES OF THE OWNER

- 3.1 The Owner will permit the User to use the Campsite for Permitted Activities and for no other purpose whatsoever, subject to the Terms and Conditions set forth herein.
- 3.2 The Owner will retain control of the Campsite. The Owner will not unreasonably interfere with the User's use.
- 3.3 If, in the reasonable opinion of the Owner, the User undertakes or permits any activity within the Campsite which is outside of the Permitted Activities, which may be a nuisance or cause damage, or if the User is in default of any Terms or Conditions of this Agreement, the owner may terminate this Agreement forthwith verbally or in writing and the User will forthwith vacate the Campsite.
- 3.4 If the User fails or neglects to perform any of its obligations under this Agreement, the Owner will have the right, but will not be obligated, to take such action as is reasonably necessary in the sole discretion of the Owner to perform such obligations. In such event, the User will be responsible for the payment of all costs incurred by the Owner pursuant to this Section.

The Owner reserves the right to cancel any Campsite to the User.

4. RIGHTS AND RESPONSIBILITIES OF THE USER

- 4.1 The User will pay to the Owner the rental fee twenty-four (24) hours prior to the rental.
- 4.2 The User agrees to use the Campsite only for Permitted Activities during the rental.
- 4.3 The User will at all times indemnify and save harmless the Owner from and against any and all actions, claims, demands, suits, proceedings, damages, costs (including without restriction legal costs on a solicitor and his own client full indemnity basis) and expenses whatsoever that may be brought, made or incurred by or against the Owner by reason of, arising out of, or in any way related to the use of the Campsite by the User, its agents, employees, invitees or contractors except where the action, claim,



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demand, cost or expense was caused by intentional acts or gross negligence of the Owner.

- 4.4 The User may not assign the Agreement, either in whole or in part, without the consent of the Owner, which consent will not be unreasonably withheld.
- 4.5 The User will not permit any damage to occur to the Campsite and will leave the same in substantially the same condition as when the User entered the Campsite for use on that day within the rental dates, reasonable wear and tear excepted.
- 4.6 The User will at all times obey all laws, bylaws, regulations and policies of the Summer Village of Parkland Beach as they may exist from time to time.
- 4.7 The Owner will not be held responsible for any liability when the User's guests are outside the Campsite before, during or after the rental.
- 4.8 The User agrees to abide by the Terms and Conditions in Appendix B governing the rental use of the Campsite.

5. OTHER PROVISIONS

- 5.1 The Owner will not be liable for any theft, loss or damage of, to or from the persons or property of the User, its agents, employees, servants or invitees, however so caused.
- 5.2 Should the Owner be rendered incapable of performing its obligations hereunder by reason of any law, order or regulation or for any other reason beyond its reasonable control, the Owner will be relieved from the fulfillment of such obligations and the User will not be entitled to any compensation whatsoever.
- 5.3 The User has inspected the Campsite and has satisfied itself that the Campsite is suitable for rental and that there have been no promises, representations, warranties or undertakings given by the Owner with respect to the Campsite except as are expressly set forth herein.
- 5.4 Rental fees must be paid at least twenty-four hours (24 hrs) in advance of the rental date.

6. GENERAL PROVISIONS

- 6.1 In addition to the rights and responsibilities set out in this Agreement, the terms and conditions printed in Schedule "B" will also apply to this Agreement.



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- 6.2 The terms and conditions set forth in this Agreement constitute all the terms and conditions of this Agreement, and there are no terms, conditions, covenants, agreements, representations or warranties, either expressed or implied, arising between the parties hereto except as expressly set forth herein.
- 6.3 If any provision of this Agreement is illegal or unenforceable, it will be considered separate and severable from the remaining provisions which will remain in force as if the unenforceable provisions have never been included.

This Agreement will ensure to the benefit of, and be binding upon, the parties hereto, their respective successors, and permitted assigns.

Portions of this Agreement may be enforced even if the Agreement has ended.

IN WITNESS WHEREOF the parties hereto have executed this Agreement

this ____ day of _____, 20 ____.

I have read and agree to the Terms and Conditions as attached in Schedule B:

Signature (s)

Name (s)

Mailing Address

Phone (home) _____ (work) _____ (cell) _____

Alternate contact person _____ Phone _____



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SCHEDULE A

Campsite Map



1. Sites 1 and 2 are 30 feet wide x 40 feet long.
2. A picnic table and a fire pit are provided at each site.
3. Wood can be purchased from Jorgy's Hot Spot.
4. All sites are unserviced.
5. Public Washrooms are available and in close proximity to campsites



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SCHEDULE B

TERMS AND CONDITIONS

Check-in time: 12:00 p.m.
Check-out time: 11:00 a.m.
Maximum stay: 4 consecutive days

Pets: Maximum 2 animals per site. Pets must be on a leash NO LONGER 3 METERS at all times. Pets must not have access to the road or neighboring sites. Guest must pick up after their pets. No excessive barking is permitted. Pets are not allowed in washrooms. Pets are not permitted on the beach.

Sites: All RVs, trailers, and tents must be registered and paid for 24-hours prior to set-up. No one under 18 years of age is allowed to reserve a campsite or camp unless accompanied by a parent or guardian. The maximum length of one truck/trailer or motorhome is 50 feet plus one tent is allowed per site. Additional vehicles, boats and visitors must park in designated parking areas. A picnic table is provided for each site and must always remain in that site. If a table is moved within the site, it must be moved back prior to departing. The garbage and recycling receptacles should be used, and all sites must always be kept clean and tidy. When leaving, no garbage is to be left in the site or in the fire pit.

Trees/Vegetation: Cutting or damaging of trees or shrubs (dead or alive) is not permitted.

Fireworks/Sparklers: Fireworks of any kind are not permitted in the campsite.

Valuables: Guest must ensure all valuables and coolers are safely stored as the Summer Village of Parkland Beach is not responsible for lost, stolen or damaged equipment or supplies.

Alcohol and Cannabis: Alcohol and cannabis use is restricted to each guest's campsite. Alcoholic beverages and cannabis are not permitted in public areas, playgrounds, or roadways.

Visitors: Visitors are to leave the campsite before 11:00 pm.

Firewood/Fires: Fires are permitted in the fire pits provided and only when local fire advisories allow. Firewood may be purchased at Jorgy's Hot Spot. Diseased wood, pallets, pressure treated or painted wood and wood with nails is not permitted in the campsite for the purpose of burning. Campfires must be kept small and contained to the fire pit provided. Campfires must not be left unattended for any amount of time. Campfires must be extinguished before leaving the site or going to bed. Burning of leaves, brush, and garbage is not permitted.



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Noise Regulations:

Quiet time is from 11:00 pm - 8:00 am. Excessive noise, yelling, loud music and obscene language will not be tolerated. Site holders are responsible for the actions and behaviors of all guest that are in their campsite.

Generators may ONLY be operated during the following hours: **9:00am - 11:00am, 5:00pm - 7:00pm and 9:00pm - 10:00pm.**

Speed limits and Roadway Safety. Maximum speed limit is 15km/hr. ATV's of any kind not permitted within the campsite area. Parents are responsible to monitor their children.

Failure to comply with the above rules may result in warnings, fines or evictions. There are no refunds if you are evicted.

FEES AND PAYMENTS SCHEDULE

| Campsite Rental | Fee |
|-------------------------------|------|
| Daily rental fee ¹ | \$30 |

¹ Daily rental time is from 2 pm on rental day to 11 am the next day.

Note: Daily rental fees must be paid a minimum of twenty-four (24) hours before arrival.

| FOR OFFICE USE ONLY | | |
|-----------------------------------|--------|--------|
| User Name: | | |
| Mailing Address: | | |
| City/Province: | Email: | Phone: |
| Rental Date(s): | | |
| Rental fee: ____ days x \$30 ____ | | |
| Total Fees Received: | | Date: |