

THOMSON LAKE REGIONAL PARK AUTHORITY
SEASONAL CAMPSITE RENTAL AGREEMENT

Site # _____

THE PARTIES

This rental agreement (the “**Rental Agreement**”) is made between Thomson Lake Regional Park Authority (the “**Authority**”) and the renter(s) identified below (the “**Renter**”):

Name(s): _____

Mailing Address:

Street or Box: _____

Town or City: _____

Postal Code: _____

Email Address: _____

Home Phone: _____

Mobile Phone: _____

[If more than one renter, list the contact information for all of them] (Maximum 2 names)

It is the duty of the Renter to keep their address up to date in the records of the Authority. Any notice sent to the most recent address of the Renter in the Authority’s records, shall be deemed to be received, whether or not the Renter has ceased to use such address. Any mailed document is deemed received 5 days after mailing. Any email is deemed received immediately upon sending.

If there is more than one Renter in this Rental Agreement, the person named first above shall be the representative for all demands, notices, claims, etc. sent by the Authority. No further person need be contacted by the Authority, before exercising any term of this Rental Agreement.

A. THE CAMPSITE

The campsite assigned to the Renter for the purposes of this Rental Agreement is Site #_____, located on Located on SE 35-9-5 W3rd Thomson Lake Regional Park (the “**Campsite**”). This Campsite is shown on the map appended at Schedule “A”.

The Authority grants to the Renter a Licence to use the Campsite on the Terms and Conditions set out in this Rental Agreement.

B. TERM OF RENTAL AGREEMENT

The licence granted by this Rental Agreement shall run from the date of signing, until lease is cancelled or revoked. However, before moving possessions onto the Campsite, the Renter must first have paid all fees owing and receive the approval of the Authority. Rental Agreement is continued each year until terminated by one party or for non payment of rents and other charges.

SIGNED effective the _____ day of _____, 20_____.

THOMSON LAKE REGIONAL PARK AUTHORITY

per: _____

Witness

Signature of Renter (print name beside signature)

Witness

Signature of Renter (if more than one Renter):

PART ONE – DEPOSITS AND RENTAL PAYMENTS

1. Annual Rent

1.1 The Annual Rent in this the first year of the agreement is payable by the Renter is as follows, in each following year will be set by the board.

Base Rent	\$ _____
Water	\$ _____
Sewer	
Maintenance	
Fee	
	\$ _____
Total rent	\$ _____

1.2 The Annual Rent shall be paid April 1 or set up by the approved payment plan.

1.3 Payment plan shall only be allowed if the renter agrees to provide credit card information for the deposit of 3 equal monthly payments April May and June or post dated cheques for these 3 equal monthly payments April May and June. The total of the payments is to reflect the total rent due. An additional \$25 will be added to rents owed as an administration fee.

2. Retention of Deposits and Rent

2.1 Annual Rent paid or owing by the Renter during the term of this Rental Agreement (including any renewal) is non-refundable and not subject to abatement, regardless of whether the Renter takes possession of the Campsite, vacates early or vacates on termination due to default.

PART TWO – UTILITY SERVICE

3. Seasonal Service

3.1 Utility service is provided on a seasonal basis:

- (a) Between May 15 and September 30 (“**Camping Season**”) utilities will be supplied as provided for in this Rental Agreement; and
- (b) Between October 1 and May 15 (“**Winter Season**”), all utility service will be disconnected.

4. Electrical Service

4.1 All electrical service connections must confirm with CSA and electrical code standards. Any patio lights, appliances or other electrical devices must be connected to an approved electrical outlet.

4.2 Electric power usage is charged at a rate to be set annually. Invoicing for power usage will be early October with payment due October 31 each year

5. Water Service

5.1 The Authority will provide a drinking water outlet and one yard water outlet to the Campsite during Camping Season The Renter will be responsible for ensuring that the drinking water connection is protected by an appropriate anti-syphon device. Water is supplied for the personal use of the Renter and other persons using the Campsite. No other use is permitted.

5.2 The Authority reserves the right to turn on and/or off water and sewer services when necessary for the protection of the services.

6.

6.1 Drinking water is to be used for Renters only. Drinking water must be only connected to a primary trailer. “Y” fittings are not allowed on the drinking water tap.

6.2 Use of drinking water for any other use may result in eviction, and/or a \$1000 penalty.

7. Waste Water and Sewage Service

- 7.1 Waste Water and Sewage Service is supplied for the purposes of grey water and biological liquid waste only. No chemicals or noxious substances may be disposed of in the water and sewage system.

PART THREE – RENEWAL AND TERMINATION BY NOTICE

Renewal Process

8. Subject to the provisions of this Rental Agreement, and as long as the Renter is not in default of any obligations owed to the Authority, the Renter may renew this Rental Agreement for a further 12 month term by giving written notice to the Authority, and paying the upcoming season’s Annual Rental payment to the Authority no later than *May 15*), in which case this Rental Agreement is renewed for a further period of 12 months, ending on May 15 of the year following the renewal.

- 8.1 Once this Rental Agreement has been renewed, it may be renewed in any succeeding year for further terms of 12 months by way of the procedure set out above, unless the Authority has given notice of termination, or a breach of any terms of this Rental Agreement has occurred by the Renter

9. Renewal – Amendments to Annual Rent or Rental Agreement

- 9.1 Where the Authority should determine to amend the Annual Rent, or any other amount payable to the Authority, the Authority may give notice in writing thereof to the Renter at any time, and any such amendments shall take effect and become part of the terms and conditions of this Rental Agreement upon the next renewal made in accordance with section 8. without the necessity of further written agreement.

- 9.2 Where the Authority should determine to amend any other provision in this Rental Agreement, the Authority may provide the Renter with a copy of the new Rental Agreement. Once a new agreement has been provided by the Authority, the Renter may only retain their rights to the Campsite by signing the new agreement, and returning it to the Authority, and by paying the remaining Annual Rental Payment as provided in the new Rental Agreement by May 15 next following year.

10. Failure to Renew

- 10.1 Where the Renter fails to renew this Rental Agreement (or refuses to sign a new Rental Agreement) as provided herein, the Renter’s right of renewal is extinguished, and the Renter must vacate at the end of the term being May 15

11. Termination By Notice

- 11.1 The Authority and any Renter may terminate this Rental Agreement by giving written notice to the other party or parties.
- 11.2 Where this Rental Agreement is terminated by notice, such termination shall be effective as at the end of the term being May 15 (and will prohibit any further renewals), unless the parties should agree in writing otherwise. Such does not affect the ability of the Authority to earlier terminate this Rental Agreement for default, pursuant to section 17 below.

PART FOUR – GENERAL TERMS AND CONDITIONS

12. The Renters

- 12.1 Where there is more than one Renter, the persons named on this Rental Agreement are all jointly liable for all obligations of the Renter under this Rental Agreement. A breach by any of them individually, shall be treated as a breach by all.
- 12.2 The rights granted to the Renter under this Rental Agreement are personal in nature, and:
- (a) May not be assigned, sub-let or transferred by any Renter except as identified in Section 12.4;
 - (b) May not be willed or otherwise devolve on the death of a Renter. However, where there is more than one Renter, the rights of the remaining Renter(s) shall continue under this Rental Agreement.

Renter’s Initials _____

- 12.3 A Campsite may not be assigned or sold to any other person. The sole exception are Park model units on certain sites in The Meadows (**Site numbers: 8, 22, 28, 30, 31, 32, 33, 34**) which may be assigned to parties, with prior written approval of the Authority.
- 12.4 A Campsite may be transferred once annually to one or more immediate family members of the Renter, with prior written approval of the Authority. Immediate family is deemed to be a parent, sibling or child. The Authority reserves the right to require proof of the relationship before approval to transfer is granted. No transfer may occur unless all outstanding obligations of the Renter have been satisfied, and no prior breach has occurred (unless waived in writing by the Authority).
- 13. Campsite Location and Condition**
- 13.1 The Renter acknowledges that they have inspected the Campsite and accept the Campsite in its present condition.
- 13.2 The Renter will use only the Campsite assigned by the Authority in this Rental Agreement.
- 14. Permitted Use**
- 14.1 The Renter is responsible at all times to ensure that persons using the Campsite understand and comply with all terms of this Rental Agreement, all Bylaws of the Authority (the “**Bylaws**”) and all Rules, Regulations, and Policies enacted by the Authority, and any generally applicable laws of Saskatchewan or Canada.
- 14.2 The Campsite may not be used for any business or commercial purpose.
- 15. Improvements**
- 15.1 Each Campsite is allowed the following improvements:
- (a) One primary camping unit, which must be a travel trailer design, with the exception of sites in The Meadows 8, 22, 28, 30, 31, 32, 33, 34, where park models are allowed as a primary unit;
 - (b) A second camping unit to a maximum area of 104 square feet;
 - (c) Two sheds for storage to a combined total area of 220 square feet, providing that no one shed can be more than 144 square feet in area;
 - (d) Fences to a maximum height of 6 feet.
- 15.2 All Improvements on the Campsite must be within the boundaries of the Campsite, and must be pre-approved by the Authority prior to construction or replacement.
- 15.3 It is the responsibility of the Renter to obtain all required permits, and submit same to the Authority for approval prior to commencing construction. The Authority reserves the right to make alterations to building permits prior to approval to comply with any legal regulations, policies, by-laws etc. The Authority reserves the right to inspect the Improvements following construction, to ensure all requirements are being fulfilled.
- 15.4 The Renter agrees to assume responsibility for all structures and Improvements present on the Campsite at the time of signing this Rental Agreement and may, additionally, at their own expense, construct or place structures and improvements on the Campsite, provided that Improvements must:
- (a) Be constructed, placed and maintained in good repair at the sole expense of the Renter; and
 - (b) Comply at all times with the Bylaws and with the provisions of this Rental Agreement.
- 15.5 The Authority has the right to order compliance with any Improvement contravening this Agreement, including by reason of encroachment, lack of maintenance, etc. Such orders shall be observed by the Renter within any timelines set out by the Authority. If the Renter refuses to remedy the Improvement, the work may be done by the Authority, and shall be charged to the current rate set by the Authority and immediately paid by the Renter.
- 15.6 All Improvements not already on the Campsite must be approved in advance by the Authority, in accordance with such policies as the Authority may adopt from time to time.
- 15.7 The Renter may not engage in construction, digging, trenching, renovation, transportation, removal or introduction of objects or Improvements from or to the Campsite, or do anything else with respect to the Campsite or an Improvement on the Campsite, without the prior written consent of the Authority. All such work shall be done and all damage repaired at the cost of the Renter.
- 15.8 The Renter shall construct any Improvement in an expeditious manner, and shall cause as little disruption as possible to other users of the Authority.

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- 15.9 All Improvements are at the risk of the Renter.
- 15.10 If any Improvement is damaged the Renter shall either immediately repair the Improvement at the Renter's cost, or immediately remove the remains of any Improvement from the Campsite, and restore the Campsite to its previous condition.
- 15.11 Any Renter providing notice between September 30 and January 1 with intention to vacate their seasonal site shall have the opportunity to state that they wish to sell their assets to the successful lottery winner in the following season.
- The Renter will have the opportunity to sell the existing assets to the next successful renter drawn in the annual lottery, 30 days will be allowed. Upon the expiry of 30 days from the date of the lottery, if unable to sell the assets to the new renter, the Renter shall remove the assets from the seasonal lot at their expense.

16. Payment of Fees, Charges and Levies

- 16.1 Payment of Annual Rent under this Rental Agreement will not relieve the Renter from the payment of other levies or charges payable to the Authority. These include such matters as concession fees, gate tolls, boat, trailer and parking fees, fire protection service contributions, licences, power usage & meter fee and other similar levies and charges.
- 16.2 It is a condition of this Rental Agreement that all sums owing by the Renter shall be paid promptly to the Authority.
- 16.3 All sums not paid by the Renter when due shall bear interest at a rate of 2 per cent per month, calculated and compounded on the last day of each month.

17. Default and Termination

- 17.1 Default under this Rental Agreement shall occur where the Renter should:
- (a) Fail to pay any amount owing under this Rental Agreement when due;
 - (b) Contravene any of the terms of this Rental Agreement, including those in Schedule "B" (the Code of Conduct); or
 - (c) Contravene any of the terms of any applicable bylaws, regulations, or policies of the Authority, in relation to the Campsite or otherwise.
 - (d) Immediately terminating this Rental Agreement.
- 17.2 Where the Renter is in default, the Authority may deliver written notice of such default to the Renter, who shall have 15 days from the delivery of such notice to remedy the default to the satisfaction of the Authority. In the event the Renter does not remedy the default within 15 days, the Authority may take any remedy available to it to enforce this rental agreement and to collect funds owing to it including but not limited to:
- (a) Entering the campsite and performing any work required to bring the Campsite or any Improvement into compliance with the terms and conditions of this Rental Agreement; or
 - (b) Immediately terminating this Rental Agreement
- 17.3 Where the Authority should enter the Campsite and undertake work as provided for in section 17.2(a), the Renter shall be liable to pay all costs incurred by the Authority in relation thereto.
- 17.4 All work done by the Authority under this Rental Agreement, by reason of the Renter failing to do so when required, shall be charged to the Renter at a rate set by the Authority and immediately paid by the Renter.
- 17.5 Where the Authority should elect to terminate this Rental Agreement, it may immediately, or at any time thereafter:
- (a) Re-enter and take possession of the Campsite and any Improvements; and

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- (b) Remove all persons and their property from the Campsite, either by summary eviction proceedings or by any other proceedings at law or otherwise, without being liable for any damages; and

Such will not be a waiver of any rent or sum to be paid, any other obligation on the Renter up to the date of re-entry under this Rental Agreement.

17.6 The Authority shall be entitled to recover from the Renter all costs of enforcing any provision of this Rental Agreement, including but not being limited to the costs of collecting any money owing. The Renter hereby agrees that the Authority's legal costs in all such matters shall be recoverable on a solicitor and client basis.

17.7 Any termination of this Rental Agreement for default shall not entitle the Renter to a refund of any fees or sums previously paid, or owing in future.

18. Surrender and Cleanup

18.1 Within 30 days after May 15 or upon termination of this Rental Agreement, unless otherwise agreed in writing, the Renter shall immediately:

- (a) Surrender possession of the Campsite to the Authority; and
- (b) Remove:
 - (i) All the Renter's property from the Campsite, including, but not being limited to any recreational vehicle, any other vehicles and possessions; and
 - (ii) Any and all Improvements, whether placed or constructed by the Renter, or pre-existing to the Renter's arrival on the Campsite (the sole exception being where the Authority indicates to the Renter that it wishes a specific Improvement to remain on the Campsite, in which case, it must remain)
 - (iii) Trees, gravel and park owned picnic table may not be removed from the campsite.
 - (iv) Any and all Improvements intended to be sold to a new lessee. Terms identified in 15.1

- (c) The Renter shall be responsible for the cost of making good any damage caused by removal of the Renter's property and Improvements.

18.2 Where the Renter should vacate the Campsite before the end of the term and this Rental Agreement has not been renewed, the Authority may declare the Campsite to have been abandoned, and shall provide notice thereof to the Renter. The Renter shall then immediately comply with Section 18.1 above.

18.3 Where the Renter has not complied with Section 18.1, the Authority may, without further notice, enter the Campsite and perform the Renter's obligations, and the Renter shall be liable for all associated costs. Where the Renter has not removed property from the Campsite, such property shall be considered to be abandoned by the Renter, and the Authority may sell or otherwise dispose of such property without notice to the Renter. Any proceeds received from the sale of property shall be first applied to any sum owing by the Renter to the Authority and the remainder thereafter paid over to the Renter.

19. Liability

19.1 The Renter agrees to indemnify and save harmless the Authority from all actions or liability, arising from or related to:

- (a) Any non-compliance with a term or condition of this Rental Agreement by the Renter or anyone using the Campsite with the permission of the Renter;
- (b) Any injury to a person, occurring on the Campsite or in any recreational vehicle or Improvement on the Campsite, including death resulting from injury, unless caused or contributed to by the negligence of the Authority; and
- (c) Any damage to or loss of property arising out of the use and occupation of the Campsite or any recreational vehicle or any Improvements on the Campsite, unless caused or contributed to by the negligence of the Authority.

19.2 The foregoing indemnity shall extend to and include all reasonable costs incurred by the Authority in any defence it is required to undertake, including, but not being limited to legal costs on a solicitor and client basis.

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19.3 The Authority is not liable to the Renter, or any person visiting or using the Campsite, for any damage or injury suffered at the Campsite, or within the Authority. The Renter hereby accepts all risk and liability for its use of the Campsite and Park facilities.

19.4 The Authority is not responsible for lost, stolen or damaged items.

19.5 The Renter is responsible for property insuring their property and obtaining such liability insurance as is necessary to protect themselves and the Authority with respect to use of the Campsite.

20. No Waiver

20.1 No waiver on behalf of the Authority of any breach of any of terms of this Rental Agreement shall be binding on the Authority unless expressed in writing. Any waiver shall apply only to the particular breach waived, and shall not limit or affect the Authority's rights with respect to any other or any future breach.

21. Notice:

21.1 Any notice or other document which may be given under this Rental Agreement is sufficiently given if it is sent to the Renter by regular mail, or by email addressed to the Renter, at the addresses set forth above on the first page of this Rental Agreement.

21.2 The address of the Authority is as follows:

Thomson Lake Regional Park Authority
PO Box 520
Lafleche, SK
S0H 2K0
Email: tlrpark@gmail.com

22. General

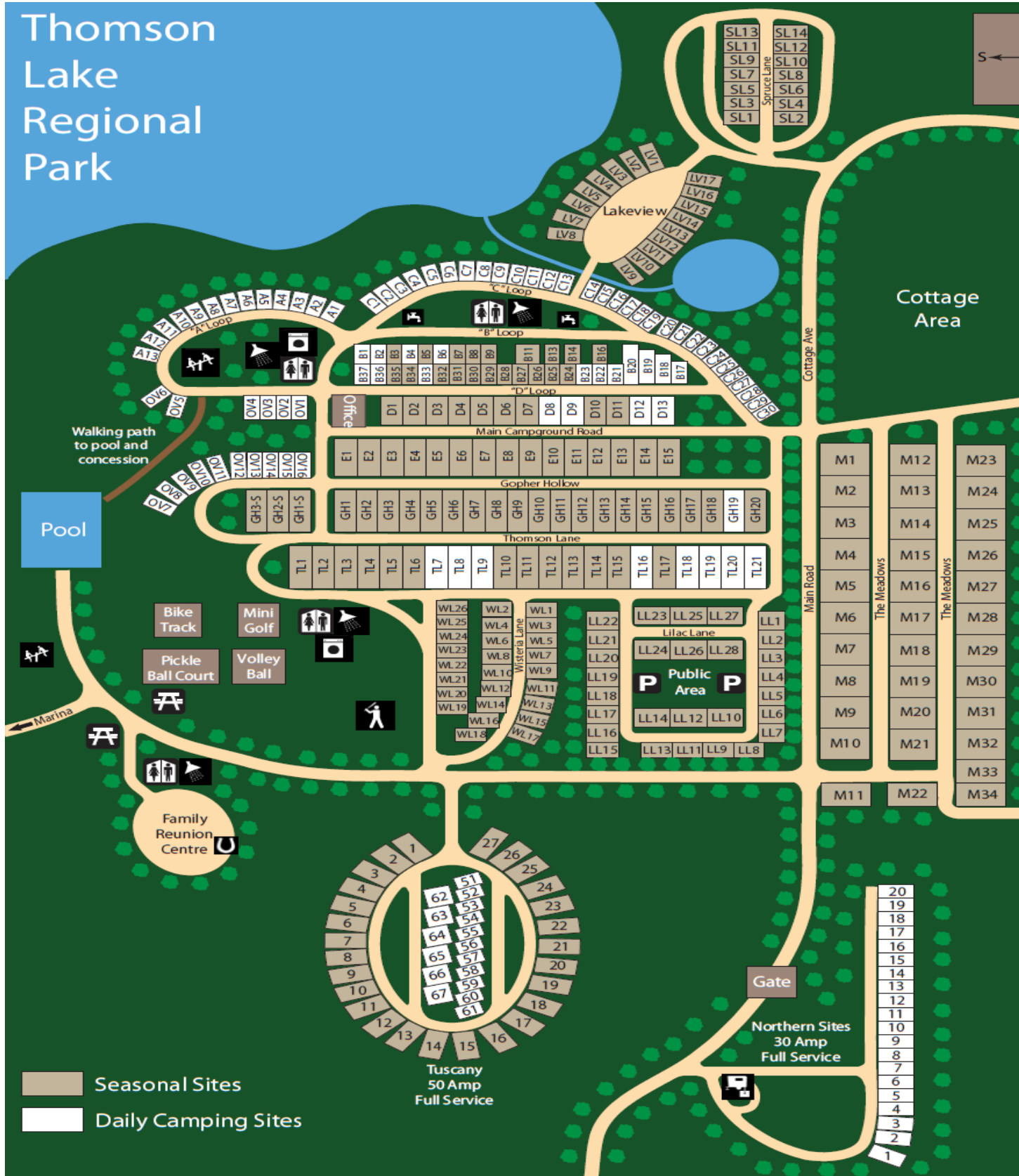
22.1 This Rental Agreement contains all of the representations, conditions and understandings between the parties. This Rental Agreement may not be amended except in writing, signed by the parties to this Rental Agreement.

22.2 Time is of the essence in this Rental Agreement.

SCHEDULE "A"

Renter's Initials _____

Thomson Lake Regional Park



Seasonal Sites
 Daily Camping Sites

Renter's Initials _____

SCHEDULE "B"

SEASONAL CAMPER'S CODE OF CONDUCT

All persons using seasonal Campsites at Thomson Lake Regional Park Authority (the "Park") shall comply with the provisions of this Code of Conduct as set forth below.

1. GENERAL COMPLIANCE

- 1.1 All persons within the boundaries of the Park shall comply at all times with all federal, provincial and municipal laws, all park bylaws, the terms and conditions of any licence or permit granted by the Thomson Lake Regional Park Authority, all rules and regulations, policies, and all lawful directions of any employee of that Authority, or any peace officer.
- 1.2 Renters of Campsites are responsible for the conduct of all persons using their Campsites, and shall ensure that all such persons comply with this Code of Conduct.

2. CONSIDERATION FOR EMPLOYEES AND OTHER USERS

- 2.1 All persons using Campsites or otherwise present in the Park are expected to treat other users of the Park and employees of the Park Authority with respect and consideration.
- 2.2 Swearing, verbal abuse or abuse of any kind directed at employees of the Authority or other users is not permitted. There is ZERO TOLERANCE for any such behaviour.
- 2.3 A Campsite shall not be used in in any way so as to cause a nuisance, annoyance, damage or inconvenience to the Authority and/or other persons in the Park. Renters may not allow any noxious, noisy or offensive activity. Renters may not keep, or handle any goods which the Authority may, acting reasonably, deem objectionable.
- 2.4 All Campsites shall be supervised by an adult at all times.
- 2.5 Excessive noise or music that disturbs others is prohibited at all times.
- 2.6 All persons using a Campsite shall observe quiet time from 11 pm to 7 am daily. No loitering is permitted during quiet time.
- 2.7 Persons failing to adhere to any Park rules or provisions of this code of conduct, are subject to lease termination and eviction without refund.

3. SPEED

- 3.1 Maximum speed within the park as posted. Speed limits will be strictly enforced to protect children using the park.

4. PLACEMENT OF RECREATIONAL VEHICLES AND PARKING

- 4.1 All Renters must carry insurance on their recreational vehicle, vehicle or trailer for the duration of their stay.
- 4.2 Vehicles of the Renter and others using the Campsite with the Renter must be parked at the Campsite. Parking is not permitted in unoccupied sites. Unless permission otherwise is granted by the Authority, vehicles must be parked on the gravelled portion of the Campsite.
- 4.3 If parking of a vehicle or trailer is unsatisfactory to the Authority, the Renter must remedy the situation immediately upon notice of same. Improperly parked vehicles may be towed without notice.
- 4.4 Renters will maintain and preserve the trees which are growing on the Campsite. Renters will not permit anyone on their Campsite to cut or otherwise interfere with such trees without the written consent of the Authority. Any cutting or damage to trees will be charged to the Renter.
- 4.5 All Renters are responsible for the site maintenance in their Campsite, including grass cutting, weed whipping, garbage, and cleanliness to park standards.

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4.6 All Improvements must comply with all municipal, provincial and federal regulations including, but not being limited to building codes. The Renter is responsible for obtaining all necessary approvals and permits

5. FIRES AND FIREWORKS

5.1 No person shall use fireworks anywhere within the Park, including at any Campsite, without written approval from the Authority, and unless the person conducting the display is properly licensed.

5.2 Fires must be confined to approved fire pits located on the Campsite, and other fire pits provided by the Authority. All fire pits must be approved in advance by the Authority. Fire pits shall not be moved without the approval of the Authority.

5.3 No fire shall be lit or permitted to burn unless there is a connected water hose in close proximity. No fire may be left unattended, and all fires must be fully extinguished before campers leave the fire pit area.

5.4 No fire shall occur where a fire ban has been imposed by the Authority or by a governmental authority.

6. PETS

6.1 All pets within the Park must be leashed or under physical control by a responsible person. Pets not under such control must be removed from the Park immediately.

6.2 Any person using the Campsite and in control of a pet will immediately pick up any droppings or other pet waste whenever in the Park.

6.3 Pets are not allowed on the beach or in the designated swimming area.

7. SITE MAINTENANCE AND CLEANLINESS

7.1 All persons on a Campsite shall keep the Campsite clean and presentable.

7.2 Any recreational vehicle, all vehicles, trailers boats and Improvements located on a Campsite shall be maintained kept in good condition by the Renter.

7.3 Garbage, ashes and other refuse and waste matter shall be disposed of as directed by the Authority. No garbage may be burned in the Park. No garbage may be dumped in fire pits or burnt.

7.4 All Renters or permitted users are responsible to remove all personal garbage to the designated collection sites provided.

7.5 Littering is strictly prohibited.

7.6 All garbage canisters within sites MUST have a lid, capable of being sealed to prohibit rodents, and be closed at all times and emptied on regular basis to avoid the attraction of rodents.

7.7 All recyclable materials shall be disposed of as directed by the Authority. All boxes must be broken down.

7.8 Renters shall regularly trim all shrub growth around garbage receptacles and utility services.

7.9 If a Renter is absent and has left the Campsite in an unmaintained state, the Authority may enter the Campsite and remedy such condition at the expense of the Renter.

8. PARK PASSES

8.1 Renters require and must purchase Park passes for their vehicles as they enter the Park. Any person holding a seasonal pass, but unable to present that pass will be charged the daily rate.

8.2 A Boat Pass is required for each boat which enters the Park.

8.3 All costs associated with Park Passes are the responsibility of the Renter, their family and their guests.

8.4 All guests must be accommodated within existing camping units on the site, or, pre-register with campground office staff, who will advise the lessee of restrictions which may apply.

Renter's Initials _____

8.5 All passes must be presented upon entry.

9. MISCELLANEOUS

9.1 Golf carts may be used within the Park and shall be driven responsibly. No person shall use an ATV, UTV, Quad, Minibike or other similar vehicle anywhere in the Park, including on hiking trails.

9.2 Alcohol may only be consumed by persons in compliance with all applicable laws. No alcohol or controlled substance of any kind is permitted on the beach.

9.3 Picnic tables are not provided for use of Campsites. A replacement fee may be levied, at the discretion of the Authority, if a seasonal lessee appropriates a picnic table from a daily site without permission of the Authority.

10. FAILURE TO ADHERE

10.1 Without limitation, failure to adhere to any term of this Code of Conduct is a default under the terms of your Rental Agreement and may result in immediate termination and eviction from the Park. Note that under your Rental Agreement, no refund is given where termination is for default.

10.2 Your Rental Agreement reserves to the Authority the right to give notice to terminate at any time. Any such determination lies fully within the discretion of the Authority, and the Authority may consider any factor it considers relevant, including (but not limited to) the record of any person as respects compliance with the Bylaws of the Authority, any agreement, and this Code of Conduct.

Renter's Initials _____

Renter's Initials _____