



Lot _____
Name _____

GREEN ACRES (PINE LAKE) LTD.

#10, 36233 RNG RD 251, RED DEER COUNTY, TOM 1R0

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SEASONAL CONTRACT

BETWEEN: GREEN ACRES (PINE LAKE) LTD. ("The Park")

-and-

("The Guest")

RECITALS:

WHEREAS:

1. The Park is in the business of renting recreational facilities;
2. The Guest wishes to rent certain facilities from the Park;
3. Both parties have a common interest in ensuring that all guests have a pleasant stay;

IT IS AGREED THAT:

1. The Park will provide certain facilities at the prices set out in the attached Schedule "B".
2. The Park will enforce the Rules set out in the attached Schedule "A".
3. The Guest will pay all monies owing to the park when due.
4. The Guest will abide by all Rules set out in Schedule "A".
5. The Park shall have the unfettered discretion to determine whether the Guest has breached any of the Rules.
6. The Guest agrees that, in the case of a breach of the Rules, the Park may immediately terminate this contract.
7. The Guest may not transfer this contract without the prior written consent of the Park.
8. The Guest shall be legally responsible for all damage to the Park's property caused by the Guest or any visitor of the Guest.
9. The Guest undertakes to carry general liability insurance of at least \$100,000.00 for trailers and \$1,000,000.00 public liability for private docks and to provide proof of such insurance to the Park on demand.
10. The Park shall be legally responsible for all damage to the property of Guests and Guests' visitors caused by the Park and its agents and employees acting within the course of their duties with the Park. The Park will not, however, be responsible for property damage caused by acts of God, acts of the Park's agents and employees falling outside of the course of their employment, or the tortuous or criminal acts of third parties.
11. The Park agrees to recognise the following cycle of seasons:
 - A. The spring storage season, which runs from April 1 to May 15; and
 - B. The summer operating season, which runs from May 15 to September 15; and
 - C. The winter storage season, which runs from September 16 to March 31.
12. A. Provided that the Guest pays in full for the summer operating season prior to April 1, no fee will be charged for the spring storage season. NOTE: If pulling out in the spring, the trailer must be removed by April 1 or a \$25.00/day late fee will be charged.
B. The Fall deposit of \$1000.00 plus G.S.T. is payable by September 1. NOTE: If pulling out in the fall, the trailer must be removed by September 15th or a \$25.00/day late fee will be charged.
13. Should the Guest fail to pay the fall deposit by September 1 or summer parking fees by March 31, the Park, without notice to the Guest, may remove and sell the Guests' recreational vehicle. The sale may be conducted privately. The Park agrees to account to the Guest in respect of the sale proceeds, but is entitled to withhold all reasonable expenses including; unpaid rents, unpaid charges, advertising costs, legal fees and disbursements, G.S.T., sales, commission fees and storage costs.

- 14. This contract shall take effect once it has been signed by both parties and shall terminate on April 1, 2021 at midnight.
- 15. The Guest shall indemnify, and save harmless the Park from any and all liabilities, damages, costs, claims, suits, or actions resulting from or attributing to:
 - (A) Any breach, violation, or non-performance of any covenant, or condition of the Rules and Regulations (Schedule "A") or any agreement in this contract to be performed by the Guest.
 - (B) Any loss or damage to the Guests' property while such property should be in or about the Park
 - (C) Any injury to person or person's including death resulting at any time there from occurring in or about the Park, including, without restricting the generality of the foregoing, any common areas to which the Guest has access, including the swimming pool. The Guest specifically covenants and agrees to indemnify the Park from any and all liabilities, damages, costs, claims, suits or actions resulting from or attributable to the injury to or the death of any member, including minors, of the Guests' family or the Guests' visitors resulting at any time from the use of the swimming pool. The Guest acknowledges that there is, at no time, any lifeguard on duty and that the Guest is responsible for the supervision and protection of any children including underage children who are visitors of the Guest, while such children are in the pool.
- 16. The Park has the absolute right to amend the Rules and Regulations (Schedule "A") as it deems reasonable, provided however that the Park provides notice to the Guest of all amendments.

I, (WE) ACKNOWLEDGE THAT I (WE) HAVE READ, UNDERSTOOD, AND AGREE TO BE BOUND BY THE RULES ON PAGE 1 AND 2 OF SCHEDULE "A" OF THIS CONTRACT.

SIGNED THIS _____ day of _____, 2020.

Signature for Green Acres (Pine Lake) LTD.

Print Name of Guests

Address Including Postal Code

Email Address

Home Phone Number

Cell Phone Number

Cell Phone Number

Signature of Guest

Name typed or signed makes the contract legal and binding.

Year of Trailer _____

Trailer Make & Model _____

Length of Trailer _____

(Trailers must be newer than 10 years from date of entry)

Green Acres Lot Number _____

PLEASE RETURN SIGNED AND COMPLETED IN FULL

GREEN ACRES RULES & REGULATIONS

SCHEDULE A

1. **ALCOHOL** is prohibited from all public areas.

2. **DRONES** are not permitted to fly from Green Acres without permission from the park.

3. **CANNABIS** Under Provincial Legislation cannabis is restricted from Green Acres property.

4. **BOAT DOCKS AND BEACH:**

NO WAKE ZONE IS IN EFFECT NEAR ALL DOCKS AND SWIMMING AREAS.

A. Adults must accompany children when on docks.

B. Boat docks used at your own risk.

C. The installation of boatlifts, boat stalls (or alterations of boat stalls) or private docks without the prior permission of the Park is prohibited. Only new or manufactured boatlifts are permitted with prior permission from the Park. Insurance of \$1,000,000.00 Public Liability must be maintained on private docks and proof of such must be posted at the entrance to the dock.

D. The parking of boats on the beach is prohibited.

E. Boats and boat trailers must be parked in one of the designated parking areas.

F. Parking of boats or boat trailers is prohibited on trailer sites.

G. Boats are permitted ONLY if they have been registered and paid for on a seasonal basis. Exceptions will not be made for overnight, weekly or monthly use.

5. **CURFEW:**

A. All persons under the age of 18 years must confine themselves to their parking site after 11:00 P.M. When minors are staying overnight in the Park, Guest supervision is required.

B. Parents and guardians are responsible for the minors in their care.

6. **DAMAGED LOT:**

Site holder is responsible for all damages incurred on their lot, including but not limited to, damage done to grass through spinning tires, or heavy tow vehicles, as well as damaged pedestals or sewer pipes which are struck in the move in or out process. This damage must be reported and replaced as soon as possible following the incident.

7. **ENTRY AND USE OF FACILITIES:**

The Park reserves the right to:

A. Determine who may and who may not enter the Park.

B. Control who may use which facilities.

C. Eject any Guests or visitors who, in the opinion of the Park, are undesirable.

D. If a gate code is given out to a visitor, the Guest will have their gate code privileges revoked.

8. **FIRES:**

Fires are permitted, provided that:

A. They are contained in a portable fire-safe container.

B. The container is stored next to the recreational vehicle when not in use.

C. Care is taken to avoid scorching or otherwise damaging the grass.

D. The container is elevated 18" off the ground.

9. **GASOLINE STORAGE:**

Provincial fire regulations prohibit guests from storing gasoline anywhere in the park. This includes farm-type slip tanks.

10. **GATE:**

A. For security purposes, the Park is equipped with a gate. The gate is locked each night at 11:00 P.M.

B. Visitors are not permitted after 11:00 P.M. Guests returning to the Park after 11:00 P.M. are required to enter the Park on foot.

11. **GOLF CARTS:**

There will be a \$420.00 plus G.S.T. fee for the use of a golf cart within the Park. Proof of insurance including liability coverage is required prior to use within the Park. The use of golf carts must be restricted to Park roads, and are not permitted after 11:00 P.M. A valid driver's license is required to operate a golf cart. The number of persons on a golf cart must be limited to the seating capacity.

12. **GUESTS AND VISITORS:**

A. The term "Guest", as used in the contract and these rules, includes: the party signing the contract and members of that Party's nuclear family.

B. "Nuclear Family" includes: grandparents, parents, and children, provided that these persons are registered with the Park. Sons, daughters, grandparents and grandchildren must be registered if they are in the Park.

C. "Visitors" are persons who attend the Park to visit Guests.

D. A Guest must register both day visitors (on foot and in vehicles) and overnight visitors at the Park office, and must pay the standard fees in accordance with set rates.

E. Day visitors must leave the Park by 11:00 P.M. each day.

13. **MOTORIZED PERSONAL VEHICLES:**

Mini-bikes, Skateboards, All-Terrain Vehicles, Quads, Trikes, Argos, etc. are not permitted to be operated within the Park. This includes children's battery powered scooters or cars, as they are not street legal.

14. NOISE:

- A. Quiet time is from 11:00 P.M. to 8:00 A.M.
- B. At all times Guests are required to keep noise to a level that will not disturb other users of the Park. Violation will result in removal of trailer from site.
- C. Vehicles are not to be driven throughout the Park after 11:00 P.M.

15. PARKING SITE:

- A. Plastic Rubbermaid style storage containers are permitted on the parking site. The dimensions are **two** containers that will not exceed 6' high, 4' wide and 3' in depth **OR one** 6' high, 84" wide and 41" in depth.
- B. **Decks or privacy fences may be constructed ONLY with the Park's permission.** Standard decks can measure 10' x 24'. The frame of the deck must be constructed with underground wood, and the decking must be pressure treated wood. Privacy fence at back of deck must be only white lattice, 10' wide by 6' high. The front of the deck may have a 10' wide by 3' high glass fencing. Once constructed, the deck or fence becomes the property of the Park.
- C. **In addition to the recreational vehicle, only two passenger vehicles may be parked at the site at any time.**
- D. No Arizona rooms are permitted.
- E. Boats are not permitted on the RV parking site.
- F. The parking site is to be kept in a neat and clean state; this includes mowing the lawn areas around the site.
- G. Clotheslines are not permitted, nor shall laundry be hung up outside the recreational vehicle.
- H. Only one Recreational vehicle may be parked on site. Additional sleeping units including tents are not permitted.
- I. Belly skirting is not permitted.

16. PETS:

- A. When outside the recreational vehicle, pets must be attended and leashed at all times. At no time may pets run loose in the Park.
- B. Pets are not permitted in washrooms, the Coffee Shop or Porch, the Laundromat, the Beach area or any Playground areas.
- C. Noisy, unruly or dangerous pets will not be permitted to remain in the Park.
- D. Clean up after your pet at all times. \$50.00 will be charged for the first incident, the second incident will require the removal of your pet.
- E. **All NEW Guests** are permitted **one dog** on their site, unless otherwise approved by management.

17. REMOVAL OF RECREATIONAL VEHICLE:

- A. In the absence of notice to the contrary, the Park is entitled to assume that the removal of a Guest's recreational vehicle amounts to an abandonment of the parking site and a termination of the contract by the Guest. If the Guest does not intend to terminate the contract, care should be taken to advise the Park of the Guest's true intentions. Guests are not permitted to substitute one recreational vehicle for another without the prior written consent of the Park. Such consent, however, will not be unreasonably withheld.
- B. **Guests who do not pay the fall deposit MUST remove their trailer by September 15.**
- C. **Guests who are pulling out in the spring must have their trailer removed by April 1. If the guest is pulling out in the fall the trailer must be removed by September 15th. A late fee of \$25.00 per day WILL be charged after these dates.**

18. SEWER HOOK-UP'S:

All sewer hook-ups must be watertight to meet health codes.

19. SWIMMING POOL:

- A. There is no lifeguard on duty. Swimming is at your own risk.
- B. An adult must accompany all children under the age of 14.
- C. Please note posted swimming pool rules.
- D. There is no day use for the swimming pool. Only Guests and paid visitors are permitted the use of the swimming pool.

20. STORAGE:

Storage of any other trailer/vehicle/boat, etc. other than the trailer or boat that is already registered is only permitted with prior permission from the Park and will be charged \$1000.00 plus G.S.T. per unit.

21. TRAFFIC:

The speed limit in the Park is 15 km/hour. Pedestrians have the right of way at all times. Repeated violation will be deemed sufficient cause for the Park to deny any Guest the privilege of operating a motor vehicle within the Park.

22. ADVERTISING AND SALE:

"For Sale" Signs are not permitted within the Park, nor shall the Park's name be used in connection with any advertisements for sale. The Park does not permit trailers to be sold on site.

23. TRASH:

- A. Containers are provided at the entrance of the Park.
- B. **Metal, wood, BBQ's, beds and mattresses are not permitted in the dumpsters.**
- C. Provincial Landfills are continually limiting the amounts and types of waste, requiring all of us to recycle whenever possible. Your cooperation is appreciated.
- D. Crush all cardboard boxes before putting them into the garbage bins.

Schedule 'B'

Sites	Amount	G.S.T.	Rate Paid By Cash/Check	BALANCE DUE
1-66 50 AMP Metered Sites	\$4219.05 Plus \$200.00 Power Deposit	\$220.95	\$4640.00	
100-155 30 AMP Metered Sites	\$3976.20 Plus \$200.00 Power Deposit	\$208.80	\$4385.00	
160-171 30 AMP Sites	\$3723.81	\$186.19	\$3910.00	
200-238 30 AMP Metered Sites	\$3614.29 Plus \$200.00 Power Deposit	\$190.71	\$4005.00	
241-258 30 AMP Metered Sites	\$3733.34 Plus \$200.00 Power Deposit	\$196.66	\$4130.00	
300-308 30 AMP Metered Sites	\$3976.20 Plus \$200.00 Power Deposit	\$208.80	\$4385.00	
310-329 30 AMP Sites	\$3723.81	\$186.19	\$3910.00	
330-340 30 AMP Metered Sites	\$3857.15 Plus \$200.00 Power Deposit	\$202.85	\$4260.00	
343-359 30 AMP Sites	\$3604.77	\$180.23	\$3785.00	
360-369 50 AMP Metered Sites	\$3733.34 Plus \$200.00 Power Deposit	\$196.66	\$4130.00	
371-388 30 AMP Sites	\$3604.77	\$180.23	\$3785.00	
401-429 30 AMP Sites	\$3723.81	\$186.19	\$3910.00	
432-479 30 AMP Sites	\$3604.77	\$180.23	\$3785.00	
500-519 30 AMP Sites	\$3723.81	\$186.19	\$3910.00	
520-541 50 AMP Metered Sites	\$4219.05 Plus \$200.00 Power Deposit	\$220.95	\$4640.00	
615-636 30 AMP Sites	\$3966.67	\$198.33	\$4165.00	

Golf Carts	\$420.00	\$21.00	\$441.00	
All Private Boats Includes Each Jet Ski	\$945.00	\$47.25	\$992.25	
Boat Lifts	\$420.00	\$21.00	\$441.00	
Extra Fridge or Freezer (un-metered sites only)	\$105.00	\$5.25	\$110.25	

SUBTOTAL _____

LESS PREPAID FALL DEPOSIT OF \$1050.00 (if paid by April 1, 2020) _____

TOTAL PAID

PRIVATE BOAT REGISTRATION INFORMATION

Please provide the following information:

Make _____

Model _____

Year _____

Color _____

Length _____

Horse Power _____

Trailer Make & Model _____

Owner's Name _____

Trailer License Plate _____

Boat Registration # _____

AUTOMOBILE PASSES REQUIRED

Please include a list of the immediate family members (yourself, parents, grandparents, your children and grandchildren ONLY) who will require a gate pass for the season.

Name	Relationship to Seasonal	License Plate Number
1.		
2.		
3.		
4.		
5.		
6.		
7.		
8.		
9.		
10.		

Please stop at the registration office when entering the Park for the first time with a registered vehicle, after May 15th, 2020. At that time, you will be provided with an individual gate code, as well as a gate pass, or a new sticker for your old pass. Please be sure that your gate pass is visible in your windshield at all times while in the Park.