



CAMPSITE USER AGREEMENT

TERM DATES (s): Begin Date _____ End Date _____

LOCATION: Campsite Number _____ Street _____

LESSEE INFORMATION:

Name: _____

Address: _____

City: _____ Postal Code: _____

Phone (s): _____

Email: _____

FEES & PAYMENT: Site Type: Single _____ Double _____ Tier Level _____

Deposit Information

Amount \$ _____

2.5% Card Fee \$ _____

Total \$ _____

Date Paid _____

Invoice Information

Price \$ _____

5% GST \$ _____

Less Deposit \$ _____

Total \$ _____

2.5% Card Fee \$ _____

Amount Due \$ _____

Date Paid _____

UTILITIES: Power @ \$0.30/kWh, water and sewer @ \$37 per month. Pre-authorized credit card used for monthly payments.

Opening Meter Reading (kWh): _____ **Date:** _____ **Initial** _____

EXECUTION: The Lessee has read the following agreement and acknowledges the contract, and the Parties agree to comply with the terms, and rules and regulations.

Lessor Signature: _____ **Date:** _____

Lessee Signature: _____ **Date:** _____



PRE-AUTHORIZED CREDIT CARD FORM

NAME: _____ CAMPSITE: _____

CREDIT CARD INFORMATION:

Visa Mastercard

Cardholder Name (Exactly as it appears on card): _____

Card Number: _____

Expiry Date: _____ / _____ (mm/yy) Security Code: _____

BILLING ADDRESS:

Same as address on previous page

Address: _____

City: _____ Province: _____ Postal Code: _____

Phone: _____

Email: _____

Cardholder Signature: _____ Date: _____

TERMS AND CONDITIONS:

By proving this signature, I _____ (name) agree to the Terms and Conditions in Schedule "B", and hereby authorize Shadow Creek Resort Inc. to charge all utility payments, in Canadian funds, and any other applicable charges to the credit card indicated in this agreement.

Signature: _____ Date: _____

THIS AGREEMENT (the "Agreement")

BETWEEN:

SHADOW CREEK RESORT INC.
Box 389, High Prairie, Alberta T0G 1E0
(Hereinafter called the "Lessor")

And

NAME AND ADDRESS appearing in the campsite user information section
(Hereinafter called the "Lessee")

WHEREAS the Lessor is the registered owner of certain lands located in the Province of Alberta, and legally described as NE-04-74-13-W5M and #11 Peace River Ave, Jousard, Alberta T0G 1J0 and operates a private campground and marina (hereinafter called the "park");

AND WHEREAS the Lessee desires to occupy a site in the park (hereinafter called "campsite");

AND WHEREAS the description of the Lessee's recreational vehicle appears in the campsite user information section.

AND WHEREAS the Lessee agrees to pay the sum of the amount appearing in the campsite user information by March 30.

The Lessor grants unto the Lessee the right to occupy the campsite for the period from May 01 to September 30 (hereinafter called the "term"), and to use power, water, and sewer utilities provided on the campsite, as well as winter storage from October 01 to April 30 on the following terms and conditions:

1. The Lessee agrees that during the term, the Lessee will use common courtesy, comply with all posted signs, and obey all the rules and regulations outlined in Schedule "A".
2. The Lessee does hereby covenant and agree to indemnify and save harmless the Lessor against and from all actions, suits, damages, claims, and demands by any person whomsoever in respect of any loss, injury, damage, or obligation arising out of or in connection with this agreement or with the operations carried on by the Lessee, its servants, agents, employees, or invitees in the park.
3. The Lessor is not responsible for damage caused by weather conditions, acts of Gods, fire, vandalism or theft.
4. The Lessee acknowledges and agrees that the Lessor will lock the gate at the entrance to the park as a method of controlling access during the quiet time period from 11:00 PM to 8:00 AM and for winter storage. Lessee will plan arrangements convenient to both parties, in advance for storing or removing RVs at the Park.
5. The Lessee shall at all times keep all of its personal property within their campsite. Due to liability issues, electricity will not be available for Lessee to hook up their RV during winter storage season. Only winterized RV's will be stored. Propane tanks shall be removed or unhooked from vehicles. Gas cans must be removed prior to storage.

6. The Lessee may have visitors to the campsite outlined in this Agreement. Visitors are subject to the applicable rules and regulations of the Agreement.
7. The Lessee may have visitors with a recreational vehicle and/or craft and will require a separate campsite with day user fees. Visitors are subject to the applicable rules and regulations of the Agreement.
8. The Lessee may use the common areas within the park on a shared basis with all other persons who visit the park.
9. The Lessor is not responsible for any injury to, loss of, or damage to the personal property of the Lessee or visitors.
10. The Lessee is responsible for any damage that it may cause to the park, including gates, facilities, utilities, and equipment.
11. The Lessee may modify the Agreement to a different campsite during the season with approval by the Lessor and a \$150 fee.
12. SUBLETTING IS NOT ALLOWED. In the event the Lessee is unable to occupy their campsite for the remainder of the season, upon consent of the Lessor, they may surrender the Agreement to the Lessor for waiting list recipients. A refund will not apply.
13. In the event the park is required by the Lessor due to an emergency, for construction or repair work or for any reason beyond the Lessor's control, the Lessor will offer the Lessee an alternative campsite.
14. The Lessor 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 Lessee agrees to forthwith vacate and surrender the campsite and remove all of its personal property including refuse and debris, within two weeks of termination. In the event that the Lessee fails to so vacate and surrender and remove its personal property, the Lessee hereby authorizes the Lessor to remove the Lessee and its property and to seize and dispose of same at the Lessor's discretion and at the Lessee's cost.
15. At the end of the term hereby granted or at the sooner determination thereof, the Lessee agrees to vacate and surrender the campsite to the Lessor and to leave the campsite in good condition and either remove all of the Lessee's personal property including refuse and debris, all at the Lessee's cost, or make arrangements for winter storage. If the Lessee chooses to secure the campsite for the forthcoming season, a non-refundable deposit is required by September 30th with balance due March 31. Lessee agrees to forfeit their campsite if accounts are in arrears at any time. Winter storage is included with the non-refundable deposit, and personal property may reside in the campsite. The Lessor is not responsible for Lessee's personal property.
16. The Lessee may report any problem or obtain information at the park office during business hours. For emergencies (fire, police, ambulance), please call 911.

SCHEDULE A - RULES AND REGULATIONS

GENERAL

- Gates are open from 8:00 AM to 11:00 PM. Vehicles can be parked after hours at the office and walking to designated campsite is permitted
- Manager's residence is private property. Please report to office at all times
- In the event of an emergency, call 911 directly
- Speed limit is 10 km per hour in the park
- Obey all posted signs in the park
- ATVs are prohibited from use in the park
- No lifeguard on duty in the park, on the beach, or at the marina
- Bicycles are prohibited from use on roadways after dusk
- Fireworks are prohibited from use in the park
- Hunting and firearms are prohibited from use in the park
- Propane tanks over 50 pounds are prohibited from use in campsites
- Fish cleaning at designated cleaning station only
- Crafts and water skiers must stay out of the swimming area, and away from anglers
- Liquor consumption is prohibited while driving on roadways
- All safety incidents occurring on the property required to be reported immediately
- There is zero tolerance of verbal abuse towards park staff

MARINA

- Strictly a **NO WAKE ZONE!**
- Speed limit 10 km per hour
- Swimming is prohibited in marina and channel
- Fishing is prohibited in marina
- Use designated boat launch for launching of crafts
- Use designated parking for vehicles and craft trailers
- Boat lifts are prohibited
- Bicycles are prohibited from docks
- Children must be accompanied by an adult at all times
- BBQs are prohibited on docks
- Crafts of any type are prohibited from being tied to any crafts in a slip
- Compliance is mandatory with Federal, Provincial, and Municipal rules and regulations
- Walkways and docks must be kept clear at all times
- Hazardous materials (fuel/oil rags) must be handled and disposed of properly

GATE ENTRY & USE OF FACILITIES

- Seasonal guests:
 - A seasonal park permit is required to be display on the windshield for gate entry
 - A boat slip permit is required to be display on the windshield of the craft for marina and slip use
 - Gate fobs are an optional amenity and misuse will result in revoked privileges. A maximum of two gate fobs is permitted per campsite
- Visiting guests:
 - Vehicle only – register for a visitor park entry permit to display on rear view mirror for gate entry
 - Recreational vehicle and/or craft – register for a day use park entry permit to display on rear view mirror and/or craft windshield for gate entry. Day use fees are applicable.
- Vehicles or crafts not displaying a valid pass will be towed or removed at owner's expense
- The park reserves the right to:
 - Determine who may enter the park and control the use of facilities
 - Discharge and prohibit persons who are unwelcome or causing disturbance to the park, the facilities, or to any other persons in the park

BOATS & PERSONAL WATER CRAFTS

- All crafts must be compliant with the regulations of Transport Canada (<http://www.tc.gc.ca/eng/marine-menu.htm>), and adhere to Municipal, Provincial, and Federal Environmental regulations.
- Launching of any motor craft is only permitted at the marina and restricted from the beach and shorelines.

VEHICLES AND GOLF CARTS

- 10 km per hour speed limit must be obeyed
- Pedestrians have the right of way
- Keep all vehicles on designated roadways to prevent damage to trees, other vegetation, and the environment.

- Do not leave vehicles unattended in undesignated areas. Towing will be at the owner's expense
- Parking on roadways is prohibited in the park. Towing will be at the owner's expense
- Vehicle washing is permitted in designated area only

CAMPFIRES

- Campfires are permitted in facilities provided
- Never leave campfire unattended
- Ensure campfire is completely out before retiring for the night or leaving campsite
- Outside wood supply is prohibited from the park
- Campfire bans may be implemented when hazard is extreme
- To report a wildfire, call 310-FIRE (310-3473) toll free from anywhere in Alberta

PETS

- Pets must be attended to and kept on a leash at all times in public areas
- Pets are prohibited from the beach area, store, restrooms, and other facilities
- It is the owners' responsibility to clean up after their pets
- Pets shall not encroach on other campers
- Excessive barking and dangerous pets will be banned from the park
- Violations will result in revoked pet privileges in the park

PROPER CONDUCT

- Quiet times exist from 11:00 PM to 8:00 AM
- Excessive noise, loud music, inappropriate language, and unruly or disruptive behavior is prohibited in the park
- Public intoxication is not permitted in public areas
- Parents and guardians are responsible for the conduct and safety of persons under the age of 18
- Seasonal guests are responsible for the conduct and safety of their visitors to the park
- Please respect the privacy of other guests
- Loitering is prohibited in the park

PROPERTY DAMAGE

- Any person who negligently defaces, damages or destroys property or equipment of the park or other guests' property shall be liable for the full replacement value, and will be evicted from the park without a refund. This includes moving fire pits supplied to the campsites

UTILITY SERVICES & WASTE

- Sewage and grey water disposal is only permitted in designated facilities provided by the park. Health code regulations must be satisfied with water tight connections to the dumping station
- Guests are responsible for taking all garbage and recyclables to the designated collection points located throughout the park

AESTHETICS & CLEANLINESS

- Guests must obtain approval prior to making any modifications or additions to their campsites. This includes brushing, landscaping, planting, outdoor kitchens, sun/shade rooms, playground equipment, and other structures.
- In adherence to the municipality having jurisdiction where the park resides, any decks, fences, and buildings require a building permit and may be subject to additional taxes. The park reserves the right to limit or prohibit access to outside tradesmen or suppliers. The park reserves the right to limit time periods during which construction can take place. The park will supply 10' x 10' sheds at market value. Should the guest choose to waive their campsite, the shed will be purchased back lower of fair market value or 50% of the cost
- Materials permitted for decks include un-painted or un-stained green pressured treated wood and a sample of privacy fences can be obtained at the office
- Campsite lighting is permitted but limited to solar lights and solid white lights
- Tarps are prohibited from use in campsites
- Guests are responsible for keeping their campsites clean and tidy
- Requests must be submitted if repairs and maintenance are required to the campsite

RV & PARK MODELS

- All recreational vehicles (RVs) and park models are required to be:
 - C.S.A approved (Canadian Standards Association)
 - E.S.A approved (Electrical Safety Authority)
 - Cosmetically and structurally in acceptable good condition

Schedule B - Pre-Authorized Credit Card Terms and Conditions

1. In this Authorization:

“Account” means the Shadow Creek Resort account associated with the Campsite User Agreement to which this Authorization applies.

“Agreement” means any written agreement between Shadow Creek Resort and you under your Campsite User Agreement under which Shadow Creek Resort provides its products and/or services.

“You”, “you”, “Your”, “your”, “I” or any other form of the second person pronoun refers to the individual or entity to which the Campsite User Agreement associated with the Account is assigned.
2. You authorize Shadow Creek Resort (“Shadow Creek Resort”) to draw on the credit card you have designated for all payments (including, without limitation, interest) that are due on your Account. You acknowledge and agree that if there is any conflict between you and Shadow Creek Resort as to which credit card you have designated and the accompanying information you have provided, Shadow Creek Resort’s records will be determinative and take precedence over any other evidence.
3. You confirm that you have complete authority to provide this Authorization. If an individual is submitting this Authorization on behalf of a business entity that is not an individual, that individual confirms that he or she has all required authority to do so.
4. You confirm that all information you have provided and/or will provide to Shadow Creek Resort in connection with this Authorization, your Account, any Agreement and/or any transactions relating to your Account and/or Agreement is complete, accurate and up-to-date. You agree to notify Shadow Creek Resort of any information changes (including without limitation your credit card expiry date).
5. Without limiting anything set out above, you further acknowledge and agree to the following:
 - a. This Authorization will continue in force until you have expressly cancelled it as required by Shadow Creek Resort. To cancel this Authorization, you must notify Shadow Creek Resort expressly in writing and send the cancellation to: Shadow Creek Resort, Box 389, High Prairie, Alberta, T0G 1E0. Your cancellation will not take effect until (i) is received by Shadow Creek Resort at the address noted above, (ii) a Cancel Lease Agreement is completely by both you and Shadow Creek Resort, (iii) all charges on Account are paid in full.
 - b. Without limiting anything in this Authorization, you will remain responsible for all Account transactions processed under your credit card before Shadow Creek Resort received your cancellation. Your cancellation of this Authorization will not terminate any Agreement. Termination of any Agreement must be conducted in accordance with the terms and conditions of the Agreement.
 - c. Without limiting (b) above, if Shadow Creek Resort is unable to process your payment for any reason (including, without limitation, because (i) you have exceeded your credit limit, (ii) because you have cancelled your credit card, (iii) because you have cancelled this Authorization, (iv) due to technical difficulties or (v) because the credit card company has not processed the transaction) you will remain fully liable for all unpaid charges and accrued and accruing interest as specified on the applicable invoice issued by Shadow Creek Resort and/or your agreement for services with Shadow Creek Resort.
 - d. Shadow Creek Resort may at any time in its sole discretion and upon notice to you, stop accepting credit card payments by you.
 - e. It is solely your responsibility to resolve any dispute between you and your credit card company. Without limiting the foregoing, Shadow Creek Resort has no responsibility whatsoever for any actions or non-actions by you or your credit card company.
 - f. Without limiting what is set out in Shadow Creek Resort’s Terms of Conditions, in no event will Shadow Creek Resort be liable for any direct, indirect, consequential, incidental, special, compensatory or punitive damages or losses, or damages for loss of income, loss of business profits, business interruption, loss of data or business information, or loss of or damage to property, or claims of third parties, or other pecuniary loss, arising out of or related to the use of your credit card to clear transactions posted to your account.