



BOAT SLIP USER AGREEMENT

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

LOCATION: Pier/Slip _____

LESSEE INFORMATION:

Name: _____

Address: _____

Address: _____ Postal Code _____

Phone: _____

Email: _____

FEES & PAYMENT:

Deposit Information

Amount \$ _____

3% Card Fee \$ _____

Total \$ _____

Date Paid _____

Invoice Information

Price \$ _____

5% GST \$ _____

Less Deposit \$ _____

Sub - Total \$ _____

3% Card Fee \$ _____

Amount Due \$ _____

Date Paid _____

Note: Annual slip includes all launch fees.

Methods of Payment:

1. Debit or Credit Card in person or by phone – 3% fee applicable
2. Email transfer – accounting@shadowcreekresort.ca
3. Cheque/bank draft – payable to Shadow Creek Resort Inc. Remit to Box 389, High Prairie, AB, T0G 1E0

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:** _____

THIS AGREEMENT (this "Agreement")

BETWEEN:

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

And

NAME AND ADDRESS appearing in the boat slip 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, Jossard, Alberta T0G 1J0, and operates a private campground and marina (hereinafter called the "park");

AND WHEREAS the Lessee desires to occupy a boat slip in the marina (hereinafter called the "boat slip" or "dock");

AND WHEREAS the description of the Lessee's craft appears in the boat slip user information section.

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

The Lessor grants unto the Lessee the right to occupy the boat slip for the period from May 01 to September 30 (hereinafter called the "term"), 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 shall provide and use appropriate equipment necessary to properly and safely moor its craft in the boat slip.
3. The Lessee shall ensure its craft is moored fully within the boundaries of the boat slip.
4. The Lessee shall at all times abide by the prevailing rules, be courteous and cautious while traveling or parking within the marina so as to avoid putting any other user at risk of injury and to avoid causing damage to any other craft or the boat slip.
5. The Lessee accepts full responsibility of any loss or damage caused by the Lessee or anyone operating the Lessee's craft.
6. The Lessee's craft, including any contents, is left in the marina and boat slip at the Lessee's sole risk.
7. The Lessee agrees not to perform any repairs and maintenance work on its craft while in the marina. The Lessee agrees to remove its craft from the water prior to undertaking any repairs and maintenance.
8. 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.
9. 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.
10. The Lessee shall at all times keep the boat slip clear of its personal property.

11. The Lessor is not responsible for any injury to, loss of, or damage to the personal property of the Lessee.
12. The Lessee is responsible for any damage that it may cause to the park, including facilities, utilities, and equipment.
13. The Lessee is permitted to use marina facilities including boat launch, washrooms, and fish cleaning station. The Lessee is prohibited from using the other park facilities and beach within the park without a seasonal campsite agreement or a day use pass.
14. SUBLETTING IS NOT ALLOWED. In the event the Lessee is unable to occupy their boat slip 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.
15. 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 so advise the Lessee, including the date by which the Lessor requires the boat slip, and further, the Lessor will offer the Lessee an alternative boat slip prior to the date and time specified by the Lessor, the Lessor may, at its discretion, immediately terminate this Agreement by refunding the unexpired portion of the seasonal camping fee paid by the Lessee.
16. The Lessor reserves the right to terminate this boat slip 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 boat slip and remove all of its personal property and refuse. 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.
17. At the end of the term hereby granted or at the sooner determination thereof, the Lessee agrees to vacate and surrender the boat slip to the Lessor and to leave the boat slip in good condition and to remove all of the Lessee's personal property including refuse, and debris, all at the Lessee's cost. If the Lessee chooses to secure the boat slip for the forthcoming season, a \$250 non-refundable deposit is required by September 30.
18. 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