## HILDA LAKE HIDEAWAY


##  SEASONAL CAMPSITE RENTAL AGREEMENT

## 2020 CAMPING SEASON

## RECITALS

* + - 1. WHEREAS, Landlord is the owner of the Campground;
			2. WHEREAS, Landlord and Tenant enter into this Rental Agreement to have tenant rent the Property from Landlord for seasonal camping purposes; and
			3. WHEREAS, the Parties desire to define their relationship according to the terms and conditions of this Rental Agreement.

## DEFINITIONS

* + - 1. “Campground” means the property known as Hilda Lake Hideaway Campsites located at NE 8-64-3W4 in the MD of Bonnyville, Alberta.
			2. “Landlord” shall mean Hilda Lake Hideaway, its subsidiaries, parent corporations, successors and predecessors in interest and present and former agents, representatives, employees, officers, directors, shareholders, contractors, subcontractors, invitees, licensees, attorneys or anyone acting on its behalf or at its direction.
			3. “Parties” mean the parties to this Rental Agreement.
			4. “Property” means the campsite assigned by Landlord, which is located in the Campground.
			5. “Campground’s Rules and Regulations” means the rules and regulations attached to this Rental Agreement and Tenant Site Checklist and any other guidelines or notices.
			6. “Tenant” means his/her family members (spouses and minor children only) renting a seasonal site on the Property and any authorized guest who has been approved by Landlord.
			7. “Tenant’s Property” means Tenant’s camper or trailer and any other personal property that pertains to camping located on the Property.
			8. NOW THEREFORE, in consideration of the mutual promises and covenants set forth herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties, intending to be legally bound, hereto agree as follows:
			9. Rental of the Property. Landlord hereby agrees to rent a seasonal site for the sole purpose of camping to the tenant.
			10. Term. The term of this Rental Agreement begins May Long weekend (weather permitting) and ending on September 30th (weather permitting), unless terminated sooner as provided in this Rental Agreement.
			11. Rental Payment. Tenant promises and agrees to pay Landlord rental rate + GST if applicable as rent for using and occupying the Property during the term of this Rental Agreement. Payment is due in FULL by deadline set by Management.
			12. Returned Checks. Tenant will pay Landlord $150.00 for any checks returned for insufficient funds. In the event a check is returned to Landlord, Tenant hereby agrees to make all future payments to Landlord either by cash, money order or cashier’s check.
			13. Use of Property. The Property will be used by Tenant as a single-family Site only and for uses normally incident to such a Site and for no other purpose. Tenant may not use the Property for business purposes or allow others to use the property without the Tenant present.
			14. Campground’s Rules and Regulations. Tenant will observe the Campground’s Rules and Regulations at all times. Tenant is responsible for informing Tenant’s guests, invitees and family members of the Campground’s Rules and Regulations.
			15. Acts or Omissions Constituting Default. The following events shall be deemed to be events of default by Tenant under this Rental Agreement:
				1. Tenant’s failure to pay rent in accordance with the terms of this Rental Agreement;
				2. Tenant’s failure to perform or comply with any term or condition in this Rental Agreement; or
				3. Tenant’s failure to comply with the Campground’s Rules and Regulations, Tenant Site Checklist, Notices or other guidelines.
			16. Landlord’s Remedies for Default. In the event of default by Tenant, Landlord shall have the option to terminate this Rental Agreement Immediately. Tenant will have 48hrs to remove property & return keys to Landlord without refund of any kind.
			17. Maintenance of the Property. Tenant will throughout the term of this Rental Agreement and any renewals or extensions of it, at Tenant’s own expense and risk, maintain the Property (e.g., fireplace, fire pit, fire ring, trash, etc.) and all Property in good order, appearance, and condition.
			18. Failure to Maintain Property. If Tenant fails to perform their obligation to maintain the Property cleanliness one written notice will be issued. Failure to comply will result in termination of this rental agreement.
			19. Right of Inspection. Landlord shall be entitled to enter upon the site and inspect the Site at any time. The landlord shall cooperate with the Tenant to insure that such inspections shall not unreasonably interfere with the Tenant’s use or enjoyment of the Property.
			20. Alterations to the Property. The Tenant shall not alter the rented site or surrounding property in any way. Failure to comply will result in immediate termination of rental agreement & eviction of tenant.

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* + - 1. **Guests with Units & Boats**. Guest’s means any other camper not listed on this rental agreement. Guests of seasonal tenants with units are required to pay a $20.00 fee per night to stay on the property**. Tenant’s guests that bring a boat will be required to pay an additional $10.00 fee*.******Guests are NOT ALLOWED to bring boats without having a camper unit on location onto HLH Hideaway property.*** Tenants are responsible to provide HLH Management with guest information UPON ARRIVAL, failure to do so will result in tenant’s immediate eviction without refund. Your guests must be accommodated within the seasonal tenant’s site. Tenant’s MUST BE ON HLH PROPERTY DURING GUESTS STAY.
			2. **Storage of Personal Property**. During the term of this Rental Agreement Tenant shall be entitled to store Tenant’s Property that pertains to camping on the Property. Storage of Tenant’s Property shall be stored at the sole risk of Tenant. Landlord is neither responsible, nor liable if Tenant’s Property is lost or stolen or damaged in anyway.
			3. **Abandonment of Tenant’s Property**. If at any time, Tenant abandons Tenant’s Property, Landlord shall have the right, without notice, to store or otherwise dispose of Tenant’s Property at Tenant’s expense.
			4. **Camping Unit Requirements:** All camping units must be well maintained and in proper working condition.
			5. **Tenant Site Requirements**: Sites will have 1 camping unit/family (spouse and minor children only) for site rental price. No additional camping units/and or sharing of site.
			6. **Tenant Boat Requirements**: Seasonal Tenants will be allowed only 1 BOAT PER SITE. Tenants may have seadoos in addition to the 1 boat. Boats must be in proper mechanical working order.
			7. **Boat Parking**: Tenants and guests are expected to use the boat parking for boats and trailers when rental sites cannot accommodate them. Parking boats and or trailers in and on the sites foliage or trees is PROHIBITED. Parking boats and trailers on the grass outside of sites is also prohibited.
			8. **Group Site ( #39):** Group site will have a maximum of 3 tenants. Tenants in group site will have camper units on site for the duration of the camping season otherwise they will be deemed as guests and pay the guest fee.
			9. **Fire Bans and Fireworks Regulations**: Tenants are responsible for acquiring and implementing regulations to all current Fire Bans that are in effect for the area if there be any throughout the term of this rental agreement. Tenants must provide HLH Management with a copy of their Fire work permit issued by the Local Fire Authority before discharging them within the campsite.
			10. **Public Beach Areas and Boat Launch:** All public beach areas and boat launch are to be kept clear of tenants and guests personal belongings when not using the area. Tenants and their guests are to be respectful to others when using these areas. Boats are to be kept clear of public swimming areas and tied to the OUTSIDE of docks. Tenants and guests are expected to keep boats and seadoos OUT of CLOSE PROXIMITY to swimming areas and shorelines. ABOUSLETY NO DOGS ALLOWED ON BEACH AREAS.
			11. **Pet Policy:** Tenants and guests are responsible for keeping their pets LEASHED, TIED or CONTAINED AT ALL TIMES WHILE ON HLH PROPERTY. Dogs are only allowed to swim at the boat launch. NO DOGS ALLOWED ON PUBLIC BEACH AREAS. EXCESSIVE DOG BARKING WILL ALSO BE CONSIDERED A PET VIOLATON. No warnings will be issued for pet violations. HLH also reserves the right to evict a tenant and or guest without refund for repeated pet violations.

**34A: DOG FINE:** Dogs that are unleashed, untied, or loose will be subject to a **$150** fine due upon violation.

* + - 1. **KEYS AND GATE:** Tenants will be issued 2 keys per site rental (excluding group sites) at a $25.00 key deposit fee. Tenants will be required to hand in keys on Sept 30th (or weather permitting clause). Tenants failing to return keys by Sept 30 will not be approved for campsite rental for the following season. ENTRY GATE MUST BE CLOSED AND LOCKED AT ALL TIMES.

## 35. RELEASE. TENANT HEREBY AGREES THAT LANDLORD SHALL NOT IN ANY EVENT BE LIABLE TO TENANT FOR ANY CLAIMS, LOSSES OR DAMAGES OF ANY NATURE, UNLESS SPECIFIED IN THIS RENTAL AGREEMENT, ARISING AT ANY TIME, FROM ANY CAUSE WHATSOEVER, WHETHER ARISING IN TORT, CONTRACT, WARRANTY, STRICT LIABILITY, BY OPERATION OF LAW, OR OTHERWISE, EVEN IF AS A RESULT OF LANDLORD’S NEGLIGENCE OR FAULT, CONNECTED WITH TENANT’S USE OR OCCUPANCY OF THE PROPERTY OR THE CAMPGROUND.

 **36. INDEMNIFICATION. TENANT SHALL DEFEND, INDEMNIFY AND HOLD HARMLESS LANDLORD FROM ANY THIRD PARTY CLAIM, LOSS OR DAMAGE RESULTING FROM THIS RENTAL AGREEMENT OR ARISING OUT OF TENANT’S USE OR OCCUPANCY OF THE PROPERTY OR THE CAMPGROUND.**

1. **LIMITATION OF REMEDIES. TENANT AGREES THAT THE SOLE REMEDIES FOR ANY CLAIM, LOSS OR DAMAGE RESULTING FROM OR ARISING OUT OF THIS RENTAL AGREEMENT OR OUT OF TENANT’S USE OR OCCUPANCY OF THE PROPERTY OR THE CAMPGROUND SHALL BE LIMITED TO THE TOTAL AMOUNT OF RENT PAYMENTS TENANT PAID TO LANDLORD UNDER THIS RENTAL AGREEMENT.**
2. **Force Majeure**. Landlord shall not be deemed in default with respect to Landlord’s performance of any of the term or condition under this Rental Agreement if any failure of Landlord’s performance shall be due to any restrictions of law, regulations, orders or other governmental directives, labor disputes, war, blockade, strike, lockout, riot, civil commotion, rebellions, invasions, sabotage, epidemic, fire, explosion, accident, flood, storms, acts of God or other similar events.
3. **Assignment**. This Rental Agreement may not be sold, assigned or transferred by Tenant under NO exceptions.
4. **Choice of Law**. This Agreement shall be governed by and construed in accordance with the laws of the Province of Alberta.
5. **Prior Agreements, Understandings and Representations**. This Rental Agreement supersedes all prior agreements, understandings and representations.
6. **Modifications.** This Rental Agreement cannot be altered, changed or modified except in a writing executed by a duly authorized representative for each of the Parties, and the provisions of this Rental Agreement may not be waived by the Parties unless that waiver is expressed in writing and signed by a duly authorized representative of each of the Parties.
7. **Successors and Assigns**. This Rental Agreement shall be binding upon and shall insure to the benefit of the respective successors and assigns of the Parties to this Rental Agreement.
8. **Notices.** All notices required or amendments to this rental agreement and/or sent under this Rental Agreement shall be delivered by email, in person, text or Canada post mail at the following addresses until either party notifies the other party of a change in the notifying party’s address:
9. **Joint Efforts**. The Parties agree that this Rental Agreement shall be deemed for all purposes prepared through the Parties’ joint efforts and shall not be construed against one party or the other as a result of the preparation, drafting, submittal, or other event of negotiation, drafting or execution of this Rental Agreement.
10. **Good Faith.** The Parties agree to perform their obligations under this Rental Agreement, in all respects in good faith.
11. **Titles, Headings and Indexes**. Titles, headings and indexes of sections of this Rental Agreement are for convenience of reference only and shall not affect the construction of any provision of this Rental Agreement.

## HILDA LAKE HIDEAWAY CAMPSITE’S RULES AND REGULATIONS

1. All pets on the Property or in the Campground must be leashed at all times. Tenant must clean up after Tenant’s pet(s). Tenant must submit proper up-to-date shot records to Landlord for filing. Tenant is responsible for any claim, loss or damage caused by Tenant’s pet(s). Landlord, at any time, may request a pet be removed from the Property or the Campground.
2. The speed limit in the park is 20 km per hour. Tenant is responsible for Tenant’s guests, invitees and family members’ compliance with the speed limit in the Campground.
3. Tenant is not allowed to cut or remove any trees, flowers, shrubs, foliage or any other similar item or make any changes to site. No chemicals, fertilizers or of such to be used in campsite. NO FLOWERBEDS or PERENNIAL PLANTS OR TREES are to be made or planted within or area surrounding tenants site. FLOWERS IN POTS ONLY and they must be removed at the end of the season.
4. Tenant must accompany at all times any children under the age of seven (7) on the Property or in the Campground. Tenant is responsible for any claim, loss or damage caused by Tenant’s children, guests, invitees or other family members.
5. Quiet time in the Campground is from 11:00 p.m. until 7:00 a.m. Tenant may not play loud music or make any other similar loud noises during quiet time.
6. Tenant must have all household garbage securely contained. Tenant is responsible for the removal or Tenant’s own trash & dispose of properly.
7. Tenant must keep all fires within the fire pit, fire ring or fireplace. Tenant must extinguish all fires prior to leaving the Property.
8. No one shall drive motor vehicle on the grass or Beaches. Parking on grass is prohibited.
9. There will be no washing of vehicles, which includes but is not limited to boats, trucks, cars, SUV’s, etc.
10. Tenant will park vehicles and boat in the tenant’s site. If there is no room for boats or vehicles they should be parked in the designated boat parking area.
11. There will be 1 camper unit per site for site rental price. A tenant includes only spouse and minor children. No additional camping units and/or sharing of site. Any one over the age of 18 is considered a tenants guest and guest rules apply.
12. There will be no washing of vehicles, which includes but is not limited to boats, trucks, cars, SUVs, etc.
13. Tenant will park their vehicles and boat and or boat trailers within tenant’s site. If there is no room for a boat, or trailers they need to be parked in the designated parking area.
14. Motorized pleasure vehicles (e.g., ATV’s, mini bikes, go carts, etc.) are not allowed in the campsite at any time for any reason.
15. Tenant is not allowed to have an unlicensed person operate a vehicle on the Property or in the Campground.
16. Tenants are prohibited from having firearms within the campground.
17. Tenant may not allow a minor to consume or possess alcohol on the Property or in the Campground. Failure to comply will result in immediate eviction of tenant without refund.
18. Illegal or non-prescription drugs are not allowed on the Property or in the Campground.
19. Unruly, rowdy, immoral, behavior is not allowed on the Property or in the Campground. Tenant and Tenant’s guests, invitees and/or family members are to conduct themselves in a respectable manner.
20. Black and grey water are to be disposed of in the Trailer Sani Dump provided. Absolutely no dumping in outhouses or on ground.
21. Guests with units are to be registered with HLH Management and Guest payment is due upon arrival. Failure to comply will result in tenant and guest eviction.
22. All boats are to be clear of public swimming areas and tied to the outside of docks. Boaters and seadoos are expected to keep clear of these areas and shorelines when being active.
23. No firewood is to leave HLH property at any time during the camping season or upon closing of the campsite season. This includes any wood brought in from outside of HLH campground.
24. No Firewood is allowed from outside of Alberta.
25. Tenants will not have any buildings or permanent structures on HLH campground. Tenants are required to remove ALL property not belonging to HLH upon closing of the campground.
26. Landlord reserves the right to remove any person from the Property or the Campground for any violation of this rental agreement, rules, regulations, tenant site checklist, notices or guidelines at any time. Those who are told to leave the campground must do so immediately

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**TENANT SITE CHECKLIST**

1. Guest with units will be accommodated in site and all required information and payment will be provided to HLH management via text, email, phone call or in person at the time of guest arrival.
2. Tenant understands that sites are 1 camper unit for seasonal site price (spouse and minor children only). No additional camping units and or sharing of sites. Any family member over the age of 18 is considered a guest and guest rules apply.
3. No one under the age of 18 is to be under the influence or in the possession of alcohol while on Hilda Lake Hideaway property. Failure to comply will result in tenant’s immediate eviction without refund.
4. Pets are to be leased, tied or contained at all times inside the campsite. Dogs are not allowed in public beach areas and are only ALLOWED TO SWIM at the BOAT LAUNCH. Excessive dog barking is also considered a pet violation. No warnings will be issued for pet violations. A DOG FINE of $150 will be issued for any pets in violation due immediately.
5. No changes to site or its environment or the surrounding property at any time. No tree cutting, removing of underbrush or deadfall. NO FLOWERBEDS or PERENNIAL plants on tenant’s site or surrounding area.
6. No firewood is to be taken from HLH property during or upon closing of the camping season.
7. All camping units and boats are to be maintained and in proper working condition.
8. Black and grey water disposal in Trailer Sani Dump only. Dumping in outhouses is prohibited.
9. All garbage will be disposed of properly by tenant.
10. Beaches, docks and public areas will be clear of tenants and guests personal property when not present using this area.
11. Boats are to be clear of all swimming areas and tied on the outside of docks. Tenants and guests when boating and seadooing are expected to stay clear of swimming areas and shorelines during activity.
12. No buildings or permanent structures of any kind in tenant’s sites.
13. Quiet time is 11:00 PM – 7:00 AM in the Campground. Tenants and guests violating quiet time will be evicted without refund.
14. Key deposits are required upon rental of site. Keys are to be handed in on Sept 30 (weather permitting clause) failure to do so will result in tenants not being approved for campsite rental for the following season and loss of key deposit return.
15. Tenants are responsible for current information on Fire Bans for the area and adhering to them according to their status. Tenants must provide a copy of a firework permit issued by the areas Fire Authority before discharging any fireworks on HLH Property.
16. No dumping of any kind on HLH property except in designated dumping stations.
17. Tenants will not disturb the shorelines, vegatation, lake or any water source.
18. Tenants will not anchor hooks, screws, nails or chains into trees for any purpose. Rope clothes lines are permitted as long as they do NOT cut into the trees and are removed at the end of the season.
19. Tenant will remove all personal property from HLH upon closing of the season. Any property left behind will be declared abandoned and HLH will dispose or sell property as they deem fit. Tenants can also be subject to clean up and/or disposal fees for removal and/or disposal of left behind property.
20. Tenant will not mount lights or any other personal property to HLH outhouses or portable toilets.
21. Tenant’s site is in good condition upon rental.
22. Tenant understands and will comply with the rental agreement, contract outlines, rules and regulations, tenant site checklist and any other notices or guidelines posted or given out by Hilda Lake Hideaway Inc.
23. Tenant is aware and understands not adhering and following any of the rental agreement, contract outlines, rules and regulations, tenant site checklist ,notices or other guidelines posted or given out by HLH Inc. will result in tenant being evicted without refund.