

**Crawling Valley Recreation Society
2016 SEASONAL BOAT SLIP USE AGREEMENT
Crawling Valley Campground**

THIS AGREEMENT made in duplicate this 06 day of April, 2016,

Check\$ _____

Cash \$ _____

BETWEEN:

CRAWLING VALLEY RECREATION SOCIETY

of P.O. Box 567

Bassano, Alberta, T0J 0B0

(hereinafter called the "Grantor")

OF THE FIRST PART

- and -

_____ (name),

of _____ (mailing address),

_____ (town/city), in the Province of Alberta, _____ (postal code)

_____ (phone) _____ (cell)

(hereinafter called the "Grantee")

OF THE SECOND PART

WHEREAS the Grantor operates a Marina (the "Marina") on certain lands located in the Province of Alberta, legally described as NE quarter of Section 11, Township 22, Range 18, W4 (hereinafter called the "lands");

AND WHEREAS the Grantee desires to rent a boat slip at the Marina, marked as **Boat Slip #** _____ (hereinafter called the "Boat Slip");

Model: _____ (e.g. Bayliner, Crestliner, Lund, Princecraft etc.)

Registration # _____ (e.g. ab1234567.)

Length: _____ feet;

NOW THEREFORE THIS AGREEMENT WITNESSETH that in consideration of the sum of:

☐ **FIVE HUNDRED (\$500.00) DOLLARS, plus GST = (\$525.00)**

Crawling Valley Recreation Society
2016 SEASONAL BOAT SLIP USE AGREEMENT
Crawling Valley Campground

paid by the Grantee upon the execution of this agreement, and in consideration of the mutual covenants and conditions herein contained, the parties hereto covenant and agree with one another as follows:

1. The Grantor grants unto the Grantee the right to use the Boat Slip for the period from **May 1, 2016 to 12:00 o'clock noon on September 30, 2016** weather, Crawling Valley Reservoir and other factors permitting (hereinafter called the "term"), on the following terms and conditions:

The Grantee agrees that during the term, the Grantee will use common courtesy, comply with all posted signs and obey the following rules:

- (a) The Grantee shall provide and use whatever equipment is necessary to properly and safely moor its boat in the Boat Slip.
- (b) The Grantee shall ensure that its boat is moored fully within the boundaries of the Boat Slip.
- (c) The Grantee 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 boat, water craft or the boat dock.
- (d) The Grantee accepts full responsibility for any loss or damage caused by the Grantee or anyone operating the Grantee's boat.
- (e) The Grantee's boat, including any contents, is left in the Marina and Boat Slip at the Grantee's sole risk.
- (f) The Grantee agrees not to perform any maintenance or repair work on its boat while the boat is in the Marina. The Grantee agrees to remove its boat from the water prior to undertaking any maintenance or repair work.
- (g) "Quiet Time" at Crawling Valley Campground is every day from 11:00 p.m. until the next following 7:00 a.m. During "Quiet Time", the Grantee agrees that it will conduct its activities so as to not disturb any other users of the boat dock, Marina or campground. Not to restrict the foregoing, the Grantee specifically agrees to the following during "Quiet Time":
 - not to operate any generator;
 - not to play any music, musical instrument, radio, television or other sound generating device so that the sound can be heard in any campsite;
 - to speak softly so that voices cannot be heard in any campsite;
 - not to allow any vehicle to idle for more than one minute;
 - not to allow any dog to bark, whine or howl while in the possession or under the control of the Grantee.
- (h) All pets must be kept under control and on a short leash at all times when not in a vehicle or in a boat. No vicious dogs allowed in campground including **Pitt Bulls, Bullmastiffs and Rottweiler's**. No pets are allowed at the beach. The Grantee is responsible for cleaning up after any pet allowed on the lands.
- (i) No off-road vehicles are permitted within the campground boundaries.

Crawling Valley Recreation Society
2016 SEASONAL BOAT SLIP USE AGREEMENT
Crawling Valley Campground

- (j) No vehicles are allowed off of designated roads and parking areas.
 - (k) Speed limits for vehicles are 30 km per hour on the entrance road and 15 km per hour within the campground.
 - (l) Use of the boat slip, beach and the reservoir are at the Grantee's risk, no lifeguard will be provided by the Grantor.
 - (m) A boat trailer or a trailered boat may be left in the Marina parking lot at the Grantee's risk.
 - (n) Trailered boats are to be launched at the boat launch only.
 - (o) Boater's speed limit within the Marina and within 30 meters from shore is 10 km per hour. No power boats are permitted in the swimming area.
 - (p) No littering. Garbage shall be placed in the receptacles provided.
2. The Grantee does hereby covenant and agree to indemnify and save harmless the Grantor against and from all actions, suits, damage, 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 Grantee, its servants or agents, employees or invitees upon the lands.
3. The Grantor is not responsible for any injury to, loss of, or damage to the personal property of the Grantee.
4. The Grantee shall not be a nuisance or cause a disturbance within the Marina or campground during the term of this agreement.
5. The Grantee shall not assign or transfer this Agreement without the prior written consent of the Grantor which consent may be unreasonably withheld. The Grantee may permit a third party to use the Boat Slip provided that the Grantee:
- (a) remains, at all times, responsible for compliance with this Agreement and the Marina rules,
 - (b) does not advertise or promote, in any way, the availability of the Boat Slip for use by a third party, and,
 - (c) does not request or receive compensation for the use of the Boat Slip by the third party.
6. The Grantor reserves the right to terminate this 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 Grantee agrees to forthwith vacate and surrender the Boat Slip and to remove all of its personal property and refuse. In the event that the Grantee fails to so vacate and surrender and remove its personal property, the Grantee hereby authorizes the Grantor to remove the Grantee and its property and to seize and dispose of same at the Grantor's discretion and at the Grantee's cost.

**Crawling Valley Recreation Society
2016 SEASONAL BOAT SLIP USE AGREEMENT
Crawling Valley Campground**

7. At the end of the term hereby granted or at the sooner determination thereof, the Grantee agrees to vacate and surrender the Boat Slip to the Grantor and to leave the Boat Slip in good condition and to remove all of the Grantee's personal property including refuse, and debris, all at the Grantee's cost.
8. The Grantee may report any problem or obtain information by telephoning 403-641-4095 during business hours. For emergencies (police, fire, ambulance), please call 9-1-1.

IN WITNESS WHEREOF the parties hereto have executed this agreement the day and year first above written.

CRAWLING VALLEY RECREATION SOCIETY

Per: _____

**SIGNED, SEALED AND DELIVERED
in the presence of:**

Witness

}
}
}
}

NAME

Witness

}
}
}
}

NAME

*Cooperation by all boaters will allow for everyone to have a good boating experience.
Please enjoy your stay.*

**Crawling Valley Recreation Society
2016 SEASONAL BOAT SLIP USE AGREEMENT
Crawling Valley Campground**

SAMPLE