CRAWLING VALLEY RECREATION SOCIETY 2016 SEASONAL CAMPSITE USE AGREEMENT CRAWLING VALLEY CAMPGROUND

www.crawlingvalleycampground.ca

	Check \$	
THIS AGRE	EMENT is made in duplicate on this <u>6</u> day of <u>April, 2016.</u> Cash \$	
BETWEEN:	CRAWLING VALLEY RECREATION SOCIETY	
	of P.O. Box 567	
	Bassano, in the Province of Alberta, T0J 0B0	
	(hereinafter called the "Grantor")	
	OF THE FIRST PART	
	and	
Names:		
Mailing addr	ess:	
Town/City: _	IN THE Province of <u>Alberta</u> , Postal Code:	
Phone:	Cell:	
	(hereinafter called the "Grantee")	
	OF THE SECOND PART	

WHEREAS the Grantor operates a private campground located on the lands located and legally described as NE1/4 of Section 11, Township 22, Range 18, W4. (hereinafter called the "Campground");

AND WHEREAS the Grantee desires to occupy a site on the Campground, marked as Campsite # (hereinafter called the "Campsite");

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

□ Two thousand dollars (\$2000.00) plus GST (\$100.00) =\$2100.00 (May 1/16 – September 30/16)

paid by the Grantee to the Grantor 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 occupy the Campsite for the period from: MAY 1, 2016 TO 2:00 PM SEPTEMBER 30, 2016, weather 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 Campground rules:
 - Absolutely no use or occupancy of the Campsite prior to the commencement or after the end of (a) the term.
 - (b) No make-shift decks, awnings, permanent or semi-permanent structures will be erected on the Campsite. Sheds are acceptable within 25 sq feet sizing. Cargo trailers are allowed provided

they are not used for sleeping, used for storage only. If used for sleeping the appropriate daily fee will be charged. Cargo trailers must be place on pads only.

- (c) The storage, use and consumption of alcoholic beverages shall be restricted to the Campsite.
- (d) "Quiet Time" 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 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 outside of the camping unit or so that the sound can be heard in any other camping site;
 - to speak softly so that voices cannot be heard in any other camping site;
 - to not allow any vehicle to idle for more than one minute;
 - to not allow any dog to bark, whine or howl while in the possession or under the control of the Grantee.
- (e) All pets must be kept under control and on a short leash at all times when not in a vehicle or in a boat. A maximum of two (2) dogs per unit. 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.
- (f) No off road vehicles are permitted within the Campground boundaries
- (g) No vehicles are allowed off of designated roads and parking areas.
- (h) Speed limits for vehicles are 30km per hour on the entrance road and 15 km per hour within the Campground.
- (i) Use of the beach and reservoir is at the Grantee's risk, no lifeguard will be provided by the Grantor.
- (j) A boat trailer or trailered boat may be left in the marina parking lot or may be stored at the Campsite, all at the Grantee's risk. Any boat or trailer at a Campsite may be on the graveled pad only. Neither boats nor trailers are permitted on the Campsite-grassed area at any time.
- (k) Trailered boats are to be launched at the boat launch only. The use of a boat slip within the Day Use section of the Marina is limited to two hours.
- (I) The speed limit for boats within 30 meters from shore is 10 km per hour. No power boats are permitted in the swimming area.
- (m) The Grantee is responsible for the actions of all occupants, guests and pets present on the Campsite at all times, even when the Grantee is not personally present.

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- (n) A maximum of two camping units is allowed per Campsite. The daily camping fee must be paid for the second camping unit. A tent occupied by children of the Grantee under 18 years of age does not count as an additional camping unit. One free tent allowed with primary unit.
- (o) All camping units and tents must remain on the graveled Campsite pad.
- (p) Camping is permitted only in designated areas.
- (q) Fires must be contained within the fire pit provided at the Campsite. Every fire must at all times be under adult supervision. Campground staff have the authority to extinguish fires that are not properly supervised or controlled.
- (r) No fireworks are allowed in Campground.
- (s) No littering. The Grantee must keep the Campsite free of litter, using the provided receptacles, not fire pits.
- (t) Cutting down, damaging or removal of trees or plant life is prohibited.
- 2. The Grantee does hereby covenant and agree to indemnify and save harmless the Grantor 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 operations carried on by the Grantee, its servants or agents, employees or invitees upon the Campground.
- 3. The Grantee acknowledges and agrees that the Grantor may, in the Grantor's sole discretion, lock the gate at the entrance to the Campground as a method of controlling access to the Campground during all or any portion of the Quiet Time period. A one way, exit only, gate may be used to exit the Campground whenever the entrance gate is locked. (If applicable)
- 4. The Grantee shall at all times keep all of its personal property within the Campsite.
- 5. The Grantee may use the common areas within the Campground on a shared basis with all other persons who visit or camp at the Campground.
- 6. The Grantor is not responsible for any injury to, loss of, or damage to the personal property of the Grantee.
- 7. The Grantee is responsible for any damage that it causes to the Campsite, Campground facilities and equipment in the Campground, including holes made in the ground for blue boy totes, etc.
- 8. The Grantor will arrange to water the grassed areas, shrubs and trees within the Campsite. The Grantee is responsible for moving all personal property off of grassed areas, No slide outs or pull outs allowed over grassed area, and the Grantor is not responsible for any water or other damage to personal property of the Grantee. The Grantee will exercise care not to damage the Grantor's irrigation equipment and will not tamper with such equipment.
- 9. The Grantor will arrange to mow the grassed areas within the Campsite. Personal property must be removed by the Lessee from the grassed areas as requested by the Grantor or the Grantor's

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representatives. The Grantor is not responsible for any damage to personal property left on the grassed area.

- 10. The Grantee shall not be a nuisance or cause a disturbance within the Campground during the term.
- 11. The Grantee shall not assign or transfer this Agreement without the prior written consent of the Grantor, which consent may be arbitrarily withheld. The Grantee may permit a third party to occupy and use the Campsite provided that the Grantee:
 - a) remains, at all times, responsible for compliance with this Agreement, the Campground rules and payment of camping fees;
 - b) does not advertise or promote, in any way, the availability of the Campsite for use by a third party; and
 - c) does not request or receive compensation, per night, that is greater than CVRS's prevailing nightly camping fee.
 - d) Grantee must inform campground manager that a third party is using your unit.
- 12. In the event the Campsite is required by the Grantor due to an emergency, for construction or repair work or for any other reason beyond the Grantor's control, the Grantor will so advise the Grantee, including the date and time by which the Grantor requires the Campsite, and further the Grantor will offer the Grantee an alternate camping site within the Campground. In the event that the Grantee does not relocate its personal property to the alternate camping site prior to the date and time specified by the Grantor, the Grantor may, at its discretion, immediately terminate this Campsite Agreement by refunding the unexpired portion of the seasonal camping fee paid by the Grantee.
- 13. The Grantor 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.
- 14. In the event of eviction, or termination of this Agreement, the Grantee agrees to forthwith vacate and surrender the Campsite and to remove all of its personal property and refuse. In the event that the Grantee fails to so vacate, surrender, and remove its personal property, the Grantee hereby authorizes the Grantor to remove the Grantee, including its property, and to seize and dispose of the said property at the Grantor's discretion and at the Grantee's cost.
- 15. At the end of the term hereby granted or at the sooner determination thereof, the Grantee agrees to vacate and surrender the Campsite to the Grantor and to leave the Campsite in good condition and to remove all of the Grantee's personal property including refuse, and debris, all at the Grantee's cost.
- 16. 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:

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	Per:
SIGNED, SEALED AND DELIVERED in the presence of:	GRANTEE:
	Per:
Witness	signature
	_ Per:
Witness	signature
Cooperation by all campers will allow	for everyone to have a good camping experience.
Ы	lease enjoy your stay.
F1	ease enjoy your stay.