

LAC PELLETIER REGIONAL PARK
Seasonal Camping Lease

THIS AGREEMENT MADE IN DUPLICATE EXECUTED THE 01 DAY OF May 2022.

BETWEEN:

LAC PELLETIER REGIONAL PARK AUTHORITY,
Of the Village of Neville, in the Province of Saskatchewan

(the "**Park**")

OF THE FIRST PART

-AND-

(the "**Tenant**")

OF THE SECOND PART

1. PROPERTY

- 1.1 IN CONSIDERATION of the fees to be paid, the covenants to be observed and the agreements to be performed by the Tenant under this lease (the "**Lease**"), the Park holds for the Tenant the following site:

Campground:
Site Number:

(the "**Designated Site**")

2. TERM OF LEASE

- 2.1 TO HAVE AND TO HOLD the Designated Site, from the 1st day of May and ending on the 30th day of September.

(the "**Lease Term**")

3. FEES

- 3.1 The Tenant shall pay to the Park the following annual fees:

- a. A FIVE HUNDRED (\$500.00) DOLLAR non-refundable deposit must be paid by February 28 in order to hold the Designated Site in the name of the Tenant for the Lease term.
 - b. The remainder of the annual fees (the “**Annual Fees**”) must be paid in full by April 30. This remainder will depend on the type of site occupied by the Tenant. The type of sites and applicable rates, which may be amended from time to time, the current version of which can be found in Schedule “A”, attached hereto, and forming part hereof.
 - c. If the Designated Site of the Tenant has access to power, there is an electrical consumption fee at a rate of FOURTEEN (\$0.16) CENTS per kilowatt hour, to be invoiced periodically to the Tenant, due upon receipt, with the rate subject to change.
- 3.2 The Park shall advise the Tenant on or before November 1st in each year of any intent to increase the annual fees for the next year. This shall be done by notice in writing sent to the Tenant at their address as first stated above.
- 3.3 Should the Tenant wish to leave their camping unit on the Designated Site over the winter, a winter storage fee of TWO HUNDRED (\$200.00) DOLLARS will be payable by the Tenant to the Park, which must be paid before the Tenant leaves the Designated Site at the end of the season and in any event, no later than October 1. Only a camping unit and deck can be left on the Designated Site and all other personal items must be removed over the winter. The winter storage period runs from October 1 to April 30.
- 3.4 Should the Tenant wish to take a one-year sabbatical from their Designated Site, and resume their Seasonal Camping Lease the year after, a sabbatical charge of EIGHT HUNDRED (\$800.00) DOLLARS will be payable by the Tenant to the Park, which must be paid by November 1st of the year prior to the intended sabbatical, to be provided with written notice from the Tenant of the sabbatical.

4. PROMISES OF THE TENANT

- 4.1 The Tenant promises and agrees to and with the Park as follows:
- a) That the Tenant will pay the said Annual Fees at the times herein provided for payment thereof.
 - b) That the Tenant shall permit the Park at all reasonable times to enter the Designated Site.
 - c) That the Tenant will not, without leave, assign or sublet.
 - d) The Tenant further agrees to indemnify and save harmless the Park against any and all such claims, liabilities, demands, damages or rights or causes of action whatsoever made or asserted by anyone arising out of or incidental to this Lease for the use or occupancy of the Designated Site.

5. PROMISES OF THE PARK

- 5.1 The Park promises and agrees to and with the Tenant as follows:

- a) That the Designated Site of the Tenant will be held and available for use in the year following the Term as long as the Tenant's account remains current with the Park and the Tenant has performed all of the promises in this Lease.
- b) That in consideration of the Tenant paying the said Annual Fees, maintaining a current account with the Park, and performing the promises, agreements and undertakings herein contained on its part to be performed, the Tenant shall and may peacefully possess and enjoy the Designated Site for the Lease Term, without any interruption or disturbance from the Park.

6. COMPLIANCE WITH PARK POLICIES AND USE OF SITE

- 6.1 The Tenant shall at all times during the term of this Lease comply with all rules, regulations and policies of the Lac Pelletier Regional Park Authority regarding sanitation, fire protection or other provisions for the public health, safety, pleasure and for the protection of timber and other general operational matters as found on the Park's official website. The Tenant shall also comply with the Lac Pelletier Regional Park Authority's general camping rules, which may be amended from time to time.
- 6.2 The Tenant shall use the Designated Site for recreational purposes only and shall not allow the same to be used in any manner inconsistent with such occupation so as to be a nuisance, annoyance, damage or inconvenience to the Park or to the occupants of adjoining sites.
- 6.3 The Tenant is responsible to ensure that all guests visiting the Designated Site also comply with the Park policies and use of site requirements. Violation on the part of the Tenant includes violation by any guest, invitee or other making use of the Designated Site of the Tenant.

7. ENVIRONMENT

- 7.1 The Tenant shall at all times during the term of this Lease preserve and maintain the trees and bushes which are now or might at any time during the same term be growing on the Designated Site and shall not cut, remove or otherwise interfere with the same without the written consent of the Park.
- 7.2 **The tenant shall at all times park their boat trailer and/or boat in designated areas for boat storage.**
- 7.3 Any action that poses a threat to the environment will be grounds for the immediate termination of camping privileges. This includes, but is not limited to, disposing of unwanted items anywhere in the park and the cutting or stripping of trees.

8. OCCUPATION AND MAINTENANCE OF SITE

- 8.1 The Tenant may not, without the approval of the Park, occupy any space exceeding the dimensions of the Designated Site. Failure to comply with this section can lead to a second lease payment being applied to the account of the Tenant at the sole discretion of the Park.

This second lease payment represents the compensation by the Tenant to the Park for occupying space beyond that included within the Designated Site.

- 8.2 The Tenant shall, at all times during the Lease Term, yield to the Park the Designated Site in good and tenable repair. The Tenant is solely responsible for the care of the Designated Site.

9. FIRE PITS

- 9.1 Fires are only allowed within the Designated Site if they are contained within a metal fire pit. Only one wood-burning or propane fire pit per site.

10. CAMPING UNITS

- 10.1 There is a limit of one camping unit and one tent used by minor children per Tenant on the Designated Site. All structures beyond this (i.e., tents, dining tents, decks, etc.) must be approved by the Park in advance.

11. PARKING AND STORAGE OF VEHICLES, TRAILERS, AND GOLF CARTS

- 11.1 The Tenant shall not park a vehicle, trailer, golf cart, or any other object in a manner that obstructs the entrance or access to any area of the Lac Pelletier Regional Park and the campgrounds within. Failure to comply with this section can lead to the vehicle, trailer, golf cart, and/or other object being towed at the sole expense of the Tenant.

- 11.2 It is the sole responsibility of the Tenant to be in compliance with the storage requirements of the Lac Pelletier Regional Park relating to vehicles, trailers golf carts, and boats.

12. USE OF SHEDS AND MISCELLANEOUS STORAGE

- 12.1 All storage sheds at seasonal campsites must be purchased through Lac Pelletier Regional Park Authority. Sheds are the property of the seasonal camper.

- 12.2 Sheds previously installed at The Point as per Camping Bylaw 2015-04 will be inspected and “grandfathered” in if all requirements are met. A shed permit application must be completed by the seasonal camper.

- 12.2 Deck boxes are a permitted form of storage in every campground within the Lac Pelletier Regional Park. Approval of the Park is not required for installation of a deck box.

13. TERMINATION PROCESS:

- 13.1 If the Tenant defaults in payment of any of the Annual Fees or in the observance and performance of any of the terms of this Lease, including but not limited to Park bylaws and general camping rules (Schedule “B”), the Park may, in its sole discretion, terminate this Lease and re-enter and take possession of and use the Designated Site, either immediately or upon such notice as the Park, in its sole discretion, deems appropriate. The Annual Fees may be prorated to the date upon which the Tenant relinquishes vacant possession of the

Designated Site to the Park or may be retained in full by the Park, at the Park's sole discretion. The Tenant shall remove all personal property as and when required by the Park, including trailer and equipment, and the Tenant shall be solely responsible for the costs of same, including the initial removal and subsequent storage if applicable. The Park shall be entitled to retain any of the Tenant's personal property if not removed as and when required, as security for any amounts that remain outstanding, including fees under this Lease and additional costs to which the Tenant is responsible, such as removal and storage fees. The Tenant shall be found to have abandoned any property not collected within 60 days of being notified to remove and/or pick up same, such that the Park shall be entitled to dispose of same without further notice to the Tenant.

13.2 Notice under this section will be delivered to the Tenant at the campground if possible, or at the mailing address first listed above. It is the sole responsibility of the Tenant to ensure all contact information on file is current.

14. BINDING EFFECT

14.1 This Lease shall be binding upon the parties hereto and their heirs, executors, administrators, successors and permitted assigns and the said terms and references thereto in the singular number or masculine gender shall include the plural number and feminine and neuter genders where the context so requires.

15. PROPER LAW

15.1 These presents shall for these purposes be construed according to the laws of the Province of Saskatchewan.

IN WITNESS WHEREOF the Park and the Tenant have set their hands and seals as of the day and year first above written.

Lac Pelletier Regional Park Authority

Tenant

Witness to the Park

Tenant 2

Witness to the Tenant