

SEASONAL LEASE AGREEMENT BETWEEN

ROBERTSON CAMPGROUND LTD. (the “Landlord”)

and

(the “Tenant”)

WHEREAS the Landlord is in the business of leasing recreational vehicle camp sites within Robertson Campground;

AND WHEREAS the Tenant wishes to lease a recreational vehicle camp site within Robertson Campground;

AND WHEREAS this Seasonal Lease Agreement (the “Lease”) may be renewed for successive seasons after the “Termination Date,” at a rental rate determined by the Landlord at their sole discretion.

In consideration of the mutual covenants herein contained, the Landlord and Tenant agree as follows:

INTERPRETATION

• “Campground” means the property owned by Robertson Campground Limited. • “Improvement” means any temporary porch, awning, shelter, building, or other item on Site or RV. • “RV” means the Tenant’s property as better described at the end of this agreement. • “Season” means the period from May 1 to September 30, during which the Tenant is permitted to occupy the Site. • “Site” is the area indicated by cornerstones placed by the Landlord. • “Tenant” means the persons executing this agreement, their spouse, and any person in their care under the age of 18. • All references to the singular shall include the plural and all references in the masculine shall be interpreted to include the feminine mutatis mutandis.

PREMISES

• The Landlord hereby leases the Site to the Tenant and the Tenant hereby leases the Site from the Landlord on the terms and conditions set out herein.

TERM

• The term of this Lease is one year commencing May 1 _____. This term will auto-renew annually unless either party gives written notice via letter or email by **March 1** OR if there is any change in rent, lease terms, or rules requiring a new agreement.

RENT

- The Tenant shall pay annual rent of _____ plus GST to the Landlord. Rent shall be paid either (1) upon signing this Agreement or (2) prior to March 31 _____.

ASSIGNMENT

- This Lease shall not be assigned, sold, transferred, or encumbered without the express written authorization of the Landlord.

ACCEPTANCE OF SITE

- The Tenant has had a reasonable opportunity to inspect the Site and the common areas. The Tenant accepts the Site "as is" and acknowledges no warranties were made by the Landlord, its employees, or agents.

TENANT IMPROVEMENTS

- All improvements must be approved via a Site Improvement Form and confined within the Site boundaries. Unauthorized improvements may incur removal costs or property tax liability. Any unapproved improvements resulting in an identifiable increase to the campgrounds assessed property taxes will be billed back to tenant. All improvements must be temporary, safe, and maintained in like-new condition. No swimming pool, trampolines or carports/tent are permitted.
- Decks must be built from 5/4 round, composite, or stained lumber. One neutral-colored shed per site is permitted, maximum 144 sq. ft.
- If any Tenant improvement results in an increase to the Landlord's property taxes, the Tenant may be held financially responsible for any such additional tax amount. If such tax liability is not paid, it shall be deemed additional rent and collectible in the same manner.
- NO modifications to waterfront or campground water/electrical services. Improvements not sold to incoming tenants must be removed by April 30 following lease termination. Tenants may request a **15-day grace period** for sale/transfer with Landlord approval.

PARK SERVICES

- Electrical services will be provided May 1 – September 30. • Non-potable water (weather permitting) will be available from May Long to September 30 or earlier if frost occurs. *See attached Water Notice.
The Tenant acknowledges that non-potable water is supplied and agrees not to consume it, holding the Landlord harmless for any consequences resulting from consumption or misuse.
- The Campground is closed and inaccessible from October 1 to April 30. • Tenant is

responsible for mowing their Site. Failure may result in a \$60 charge. • Optional mowing service available for \$500 plus GST. Initial here (____) Y/N

SITE AND VEHICLE RESTRICTIONS

- The Site may not be used as a permanent residence. Winter storage is permitted but access is by appointment only.

TENANTS RISK, INSURANCE & INDEMNITY

- The Tenant acknowledges that there is a private body of water located on the Campground property which is **not a designated swimming area**. Clear signage is posted indicating this restriction. Any use of the water, including swimming, wading, boating, or other recreational activities, is strictly at the Tenant's and their guests' own risk. The tenant also acknowledges that any guest under the age of 18 are under direct supervision and legal responsibility of the Tenant and agrees to take all responsible precautions to ensure safety of such individuals. The Landlord shall not be liable for any injury, loss, or damage resulting from the use or attempted use of this body of water. The Tenant agrees to indemnify and hold the Landlord harmless from any claims, actions, or liabilities arising from the use of the body of water by the Tenant or their guests.
- The Tenant agrees that the use of the campground and its facilities by the Tenant or the Tenant's guests, and any loss, damage or destruction to the Tenant's improvements or assets located on the property, shall be at the sole risk of the Tenant. The Tenant shall at all times maintain sufficient insurance to replace the Tenant's assets within the campground, together with liability insurance appropriate to cover the Tenant's public liability risk during the Term of this Lease and any renewals thereof. Such policy shall name the Landlord as an additional insured and shall include comprehensive general liability insurance insuring against claims for bodily injury, including death, and property damage or loss arising out of the use of the Site and Campground by the Tenant or their guests, in an amount not less than \$1,000,000. A copy of such insurance policy or a certificate of insurance shall be provided to the Landlord prior to the Tenant taking possession of the Site. Annual proof of insurance shall be submitted annually prior to March 31, failure to do so may result in non-renewal.
- The Tenant hereby releases the Landlord from any and all claims arising as a result of loss or damage to the Tenant's goods, improvements, or personal property. The Tenant further agrees to indemnify and save harmless the Landlord, its officers, directors, shareholders, agents, employees, and all other parties for which the Landlord is responsible at law, from and against any and all liabilities, damages, losses, claims, demands, suits, actions, or proceedings of any kind or nature, including without limitation legal costs on a solicitor-client full indemnity basis, arising directly or indirectly out of:
 - any breach of this Lease by the Tenant,
 - any use or occupation of the Site or Campground by the Tenant or their guests,
 - any storage or placement of the Tenant's personal property or improvements,

- any act, error, omission, or negligence of the Tenant or their guests or invitees,
- or any other matter or thing whatsoever arising from the Tenant's presence on or use of the Campground.

RULES AND REGULATIONS

- Tenant and guests must follow the Rules in Schedule "A". Breaches may result in termination with written notice.
- Tenant must vacate and remove belongings within 7 days of termination.

LANDLORD'S RIGHT TO ENTER

- Landlord may inspect the Site anytime for compliance.
- Upon default or non-renewal, Landlord may reclaim the Site and remove remaining items at Tenant's expense.

DEFAULT & TERMINATION

- Unpaid rent or charges will incur interest at 12% per annum. Landlord may terminate the Lease after **15-day written notice to cure**, after which the site may be deemed abandoned.

TENANT TERMINATION

- Tenant must give written non-renewal notice by **March 1**. All belongings and improvements must be removed by **April 30** unless a transfer to a new tenant is approved. Notice sent after **March 31** forfeits that year's rent.

LANDLORD NON-RENEWAL

- Landlord may elect not to renew the Lease for any reason by providing written notice by **March 1**.

RENEWAL CONDITIONS

- Tenant's continued occupancy after April 30 is subject to full payment of the seasonal rate and renewal of this agreement by **March 31**. Tenant obligations to restore the site and settle accounts continue after termination. The Tenant's continued presence on the Site and payment of seasonal rent shall be deemed acceptance of the renewed Lease under the same terms unless otherwise agreed in writing.
- The Landlord reserves the right, at its sole discretion, to modify the rental rate and/or the terms and conditions of the Lease for any subsequent season. Any such changes will

be communicated in writing (via letter or email to the provided address or email on file) to the Tenant prior to **March 1** of the current term. Renewal of this Lease shall be subject to the Tenant's agreement to such updated terms and payment of the new seasonal rate.

- The Landlord shall not be liable for any indirect, special, consequential, or punitive damages arising from the Tenant's use of the Site or Campground, including but not limited to loss of use, enjoyment, income, or profit.
- The Landlord reserves the right, at its sole discretion, to modify the rental rate and/or the terms and conditions of the Lease for any subsequent season. Any such changes will be communicated in writing to the Tenant prior to **March 1** of the current term. Renewal of this Lease shall be subject to the Tenant's agreement to such updated terms and payment of the new seasonal rate.
- Tenant's continued occupancy after April 30 is subject to full payment of the seasonal rate and renewal of this agreement by **March 31**. Tenant obligations to restore the site and settle accounts continue after termination.

Tenants Proof of insurance - Provided____ Yet to be Provided____

This Agreement shall be governed by the laws of the Province of Saskatchewan, and any disputes shall be resolved in its courts.

Dated this ____ day of _____, 20____.

ROBERTSON CAMPGROUND LTD

Per:_____

I/We have authority to bind the Corporation

Tenant Signature

Witness Signature

Tenant Name (Print)

Witness Name (Print)

TENANT CONTACT INFORMATION & ADDRESS FOR SERVICE

Street Address

Town/City

Postal Code
Number

Phone

Recreation Vehicle make/model/year

Vehicle plate # _____

List of Site Tenants—Please Include Children's Ages and Names

1. _____

2. _____

3. _____

4. _____

5. _____

6. _____

All persons not listed on this list are considered guests. No minor children are permitted to stay on the property alone. A parent or guardian must accompany minors at all times.

SCHEDULE (A)

ROBERTSON CAMPGROUND RULES AND REGULATIONS*

1. TENANTS / VISITORS / GUESTS

The term “Tenant” as used in these rules and regulations, includes the persons leasing a camp site, their spouse and children under the age of 18. Visitors are any other person visiting the property. Any overnight visitors or guests wishing to stay in their RV or Tent must be registered with management. The Tenant may permit immediate family to use their RV in the Tenant’s absence provided they register with management and acknowledge the Tenant will be responsible for the behavior of those guests. Management reserves the right to limit the number of guests at any site at any given time. Family reunions or large gatherings are permitted provided the Landlord’s written consent is first obtained.

2. THE SITE

- Each Site shall only accommodate one RV that is either a trailer or motor home. Site power/water/sewer is to be used only by the designated RV for

that site. Permitted visitors with their own RV are to park at a site chosen by the Landlord.

- Tenants shall not substitute one RV for another without the Landlord's consent
- The Site shall be kept in a neat, tidy condition. Only lawn chairs and patio furniture will be allowed outside (no couches/chairs or outdoor refrigerators). Outdoor refrigerators may result in additional seasonal cost to tenant. Air conditioners are to be turned off at all times while campsite is not in use, tenants with running air conditioners while RV is not in use will be subject to \$50 per infraction.
- All additions and improvements are not meant to be permanent structures. When a Tenant vacates the site, improvements will be assessed and a fair market value will be determined if the new tenant wishes to purchase said improvements with the new site lease. Otherwise the Tenant will be responsible for returning the site to its original condition (bare land) subject to the Landlord's discretion. The Landlord assumes no responsibility for the condition or construction of any improvements.
- No dumping of grey water or sewage is permitted onsite except into sewage holding tanks.
- All vehicles must be parked well onto sites as all roadways need to be kept clear. 2 Tenant vehicles per site are allowed, any additional vehicles are to be parked in designated areas. No parking is septic easements or greenspaces.
- Watercraft may be stored at the Tenant's site but watercraft parking must not cause congestion, impede traffic flow or interfere with other Tenants' use and enjoyment of their Site and the facilities. Alternate boat storage areas are provided.

3. ENTRY AND USE OF FACILITIES

Landlord reserves the right to determine who enters the park , and may refuse entrance or services to any Tenant, guest or visitors at the landlords sole discretion.

4. CURFEW AND NOISE

The Tenant shall ensure that all persons under the age of 18 will be confined to the site after 11pm, unless accompanied by an adult. **Quiet time is from 11pm to 7am,** Tenants are required to keep noise at a level that will not disturb other users during this time. Landlord reserves the right to determine what constitutes unacceptable noise and the Tenant shall be bound by that decision.

5. VEHICLES AND TRAFFIC

Speed limits on the property are 10km, violators will be given 1 written warning. Golf carts are the only unlicensed motorized vehicle permitted to be driven within the property. Golf carts to be operated in accordance with Rm 221 Bylaw # 2-2024. All carts must be equipped with lights if being operated after dusk and have Tenants site # visible. Operators must possess a valid Saskatchewan driver's license. All vehicles must remain on designated roadways and there is no parking greenspaces or septic easements.

Operation of motorbikes, trail and dirt bikes, mini bikes, all terrain vehicles, utility off road vehicles, quads etc. is PROHIBITED inside the Campground Fence.

6. PETS

Pets must be on leash whenever outdoors on the property, owners of off leash pets will be given one verbal warning and one written warning after which the pet will no longer be permitted on the property. At no time may pets run loose on the grounds. Tenants are limited to 3 pets. **Pets are not permitted in common facilities or in the greenspace.** Noisy, unruly, or dangerous pets shall not be permitted to remain on the property. Tenants must bag and remove pet droppings.

7. TRASH

Trash containers are provided at the entrance to the park. All trash must be bagged and placed in these containers. Trash containers are for household garbage only. Tenants shall not deposit leaves, ashes, wood, propane tanks, furniture or large objects into the bins. Trash bins are to be used courteously and with respect for other Tenants.

8. FIRES

Fires are permitted provided they are contained in a fire safe container and of a manageable size (landlords discretion). The Tenant shall not scorch or damage surrounding grass or trees. Fires are to be attended at all times. Tenant will be responsible for any damage to neighboring trailers or site improvements as a result of their fire.

9. WATER USE

Watering of grass and plants or washing of RV's or vehicles with well water is not permitted.

10. FIREWORKS

The use of fireworks is not permitted on the property without landlords permission.

11. FIREARMS

No firearms, bows, cross bows, bows, BB or pellet guns or weapons of any kind are not permitted to be used on the property. Firearms, ammunition, crossbows, and bows must be always encased and secured with a locking mechanism.

12. DISRUPTIVE BEHAVIOR

Loud vulgar language, drunken or inappropriate behavior, including bullying will not be tolerated on the property.

13. DRUGS & ALCOHOL

Consumption of alcohol is prohibited in common areas of the property and must be confined to the campsites. The use of illegal drugs is prohibited on campground property.

14. SWIMMING

The Green space dug-out is not a swimming area, there is no lifeguard on duty, any use by the tenant, their visitors or guests is at their own risk.

ANY VIOLATIONS OF THE ABOVE RULES AND REGULATIONS COULD RESULT IN THE TERMINATION OF LEASE AGREEMENT OR REMOVAL OF THE OFFENDING INDIVIDUALS AT THE LANDLORD'S DISCRETION.

*The Rules and Regulations are subject to amendment in the sole discretion of Robertson Campground Limited, provided that Tenants shall be given at least 15 days' written notice of any material changes. Refer to the Landlord for the most current version.

***Non-Potable Water Notice**

Do not consume water directly from the tap in your RV.

Please be advised the well water supplied is not treated and to be considered unsafe for human consumption. Do not consume. This includes, ice cubes, brushing teeth, washing

fruit or vegetables or food and drink that will not be subsequently heated. Do not drink from any public water supply.

Potable water is available at the Robertson store.

