

MAITLAND SHORES RV

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Dunnville, Ontario N1A 2W6
905-774-8751

PARK RULES & REGULATIONS AGREEMENT

This Agreement dated this _____ day of _____ Between _____
from _____
Site # _____ herein known as (the “Participant”) and Maitland Shores RV Park herein known as (the “Park”).

1. As safety is a number one priority, all trailers must be equipped with working smoke alarms, carbon monoxide detectors and fire extinguishers. No unlicensed/uninsured person is allowed to work on propane systems. Each trailer owner must insure their unit for fire and liability and show proof of the policy at the start of each season.
2. Septic System: Proper use of the septic system must be followed. Do not put any diapers, sanitary products, cigarette butts, coffee grounds, food and the worst of all, cooking grease down the toilets or drains. Single ply toilet paper must be used. If your trailer has a holding tank, the proper chemicals must be used to break down the solids. Do not use chemicals that just deodorize. Please make sure your visitors are made aware of the proper usage of the septic system. As in any septic or sewage system, there is always the possibility of a back-up. For this reason we strongly recommend that you install an anti-backup sewer valve on any trailer that is not equipped with a holding tank. If your trailer has a holding tank, you should close all black water and grey water valves before leaving the park. This should prevent any back-up into your trailer. Maitland Shores will not be held responsible for any damages caused by a sewage back-up as we cannot control what people put down the drains and toilets. Management does what we can to keep everything running properly but you, the customer, have to make sure to use the septic system properly. If you notice a problem, please notify management immediately so that we can remedy the situation.
3. Full payment for the seasonal lot is due by May 31st. Customers are responsible for the entire lot fee once the season has started. No trailer shall be removed from the property until the lot fees have been paid in full. Late fees of 2% per month will apply to all outstanding accounts after May 31st. Proof of insurance on trailer, golf cart, shed, all motorized toys, etc. must be provided to the office at the start of the season.
4. A deposit of \$700.00 is required from every site by October 15th to hold the lot for the following season. This deposit is non-refundable. Site fees can be paid by cheque, cash, debit or e-transfer. We do accept credit cards with an additional charge of 3% on the amount being paid by credit card.
5. Parking: 1 vehicle per site unless sufficient room to accommodate an additional vehicle without blockage of any kind. Additional vehicles may park free in designated parking areas. Any and all boats, trailers, etc. must be parked in a designated area provided by management back at storage. DO NOT park on grass, fire lanes, or road ways.

6. Children riding bicycles must obey the speed limits. Bikes are to be ridden on paths and roads only. Stay off other peoples lots. Do not ride bikes on docks. Children playing on the road must be supervised by an adult.
7. Speed limit throughout the park is 10 km/h. There are young children playing in the park. Please be watchful and do not speed. Be aware of the dust created by your vehicle.
8. Please do not climb, cut or deface trees. Ask management about removing branches etc. Never tie, nail, or screw anything to trees.
9. Smoking Materials: PLEASE DO NOT throw cigarette butts or other such material on the ground.
10. Absolutely NO setting off of fireworks in the park. Management provides fireworks displays on designated weekends.
11. All household garbage must be bagged, tied, and placed in the garbage bin. The park is no longer responsible for recycling. If you wish to recycle bags place items in a clear bag. You are responsible to place recycles at the roadway to park entrance no earlier than Sunday evening and no later than Monday morning or take it home with you. Any other type of refuse such as tires, furniture, lumber, junk etc must be disposed of by you at the city dump. Fines will be imposed for illegal dumping.
12. We love our fur-babies but only family friendly non-aggressive pets(dogs & cats) allowed. All pets must be on a leash at all times. Owners are responsible to clean up after pets **immediately** even if on their own sites. Pets may swim at the boat ramp area. Do Not leave your dog unattended in your trailer if they continuously bark. Please obey NO PETS ALLOWED signs. Proof of pets vaccinations being up to date must be provided to the office at the start of each new season.
13. Pool: The pool is unsupervised. Use at own risk. The pool is open only during daylight hours. Only proper swimwear(bathing suits) will be allowed in the pool. Persons must shower before entering the pool. NO food, drinks, cigarettes/smoking material, allowed in pool area. While in the pool/waterslide enclosure, young children must be supervised at all times. Children 12 years of age and under must be accompanied by a parent or his/her guardian who is not less than 16 years of age at all times.
14. Waterslide: Use at own risk. The slide will only operate providing TSSA approval for operation and when staffed by a qualified lifeguard from Maitland Shores. All waterslide rules and regulations must be abided by.
15. All add-a-rooms, sheds, decks, etc. must have plans pre- approved by management and abide by local building codes. Storage sheds must be aluminum, vinyl, or wood and kept in good condition. Maximum shed size is 10'x10'.
16. Lot sizes vary and are of no set dimensions. Sites must be kept neat and tidy. Grass must be cut and trimmed at all times. A fee will be charged if staff has to cut the grass. No unsightly clutter is allowed around or under your trailer or shed. Please remove any laundry that has been hung up once it has

dried. Landscaping and beautification of sites is at your own expense and leasehold improvements such as gravel, sod, trees, etc. must remain on site upon leaving or changing your site.

17. Golf Carts: All golf carts must be registered with the office along with proof of insurance. Persons under 16 years of age are not permitted to operate a golf cart on Maitland Shores property at any time unless accompanied by an adult.

18. Boats: All boats must be registered with the office along with proof of insurance. Boat launching and/or docking is done so at your own risk. Do not exceed 6km/h in the marina basin or river access. Seasonal trailer renters are allowed to store one boat only in the boat storage area. A space will be assigned to you by management. Please check with the office before parking anything in the storage area. Maitland Shores is not responsible for any damage and/or theft of boats, PWC or items in the storage area or on sites.

19. Security Gates: Person(s) found damaging the barrier arms or gates will be held liable for the cost of replacing and/or fixing. Only two gate keys per site. First one is free then a charge for any additional keys. Lost or damaged keys are not refundable.

20. Persons under 19 years of age are not permitted to stay in/on an RV/boat without the owner being in attendance.

21. Quiet Time: Quiet time is 11 p.m. to 8 a.m. daily except for Friday and Saturday night being midnight and Sunday morning being 10 a.m. Please have consideration for your neighbours. Excessive noise at any time will not be tolerated.

22. Campfires are allowed on your lot in an approved outdoor firepit and at the waterfront in designated pits only. Only wood can be burned, please no garbage in accordance with Haldimand County Burn By-Law.

23. All trailer sales must be approved by Maitland Shores management. A 5% commission will be charged on all sales regardless of who sells the trailer. All purchasers of trailers (if the trailer is not being removed from the premises) must be approved by management before the unit is sold. Any trailer coming into the park must be no more than 10 years old, be in good condition, and have a holding tank. All trailers must be kept in good repair.

24. Seasonal renters are allowed one small tent on their site for family visitors. Permission from the management must be granted to do so and will be limited to a pre-determined time limit. A daily visitor fee will apply. All tents must be taken down by 10 a.m. on their final day.

25. Visitors: Your site is rented to you, your spouse, and your children under the age of 19. All other people including grandchildren, family members, friends etc., are considered to be visitors. You, the trailer owner, must ensure that your guests are register.

26. The operation of any business other than conducted by Maitland Shores is strictly prohibited. This

includes other companies doing sales, service calls, repairs, installing equipment, and the moving of trailers/boats/decks/sheds requires authorization from the management in advance. Companies must present certificate of insurance and WSIB to the Maitland Shores office in advance. Solicitation of any kind is strictly prohibited in the resort. All signage, other than those erected by Maitland Shores is prohibited.

27. All park model trailers and decks must be fully skirted on all sides within one year. Privacy lattice or vinyl skirting may be used.

28.. Due to the limitations of the septic systems, please do not use or install any clothes washing machines in trailers.

Use the park provided facilities, or the laundromat in town.

29. Off season: Off season is 1 November to 14 April inclusive. During these months the roads will not be maintained and power/water will be turned off. The park will be closed.

30. Maitland Shores will not be held responsible for any accidents or injuries, however caused, while you, your family, and your visitors are on the premises of Maitland Shores. You are responsible for you and your families safety. If you see something that needs our attention, please notify us. Management reserves the right to evict anyone not abiding by the rules and regulations. One warning will be issued. If the problems persist, the person or persons responsible will be asked to leave the property. Park fees are non-refundable.

31. No person(s) are allowed beyond posted NO TRESPASSING or EMPLOYEES ONLY signs ie. the machinery storage and/or workshop areas.

32. Please conserve water as we have it trucked in. Daily inside trailer use ONLY.

Do not use park water for washing of vehicles, trailers, grass, gardens, play, etc..

Only one warning and you could be fined for misuse of park water.

33. A Lease of Occupancy for trailer site/dock must be reviewed and signed annually. Management holds the right for non-renewal and in such cases the site must be vacated of all belongings by October 31st. A winter storage fee may apply if left past this date.

34. Noncompliance with the rules listed above will result in one verbal warning, one written warning and a final notice of eviction. Management will determine what constitutes a warning. We would prefer that everyone remain civil with their neighbours and be respectful, if this cannot be reached management will step in.

35. Activity Waiver:

In consideration of the covenants and agreements contained in this Agreement and other good and valuable consideration, the receipt of which is hereby acknowledged, the parties to this Agreement agree as follows:

A. Consideration

Being of lawful age and in consideration of being permitted to participate in the activity described below, The Participant releases and forever discharges the Park, it's owners, directors, officers, employees, agents, assigns, legal representative and successors from all manner of actions, causes of action, debts, accounts, bonds, contracts, claims and demands for or by reason of consequence of the Participants participation in the activity described below, and notwithstanding that such damage, loss or injury may have been caused solely or partly by the negligence of the Park.

The Participant understands that the Participant would not be permitted to participate in the activity described below unless the Participant signed this Agreement.

B. Details of Activity:

The Participant will participate in the following activity: Riding of a Motorized Vehicle such as ATV, dirt bike, motorcycle, golf cart, etc. in a designated area allowed by the park.

C. Concurrent Release

The Participant acknowledges that this Agreement is given with the express intention of effecting the extinguishment of certain obligations owed to the Participant and with the intention of binding the Participant's spouse, heirs, executors, administrators, legal representatives and assigns.

D. Fitness to Participate

The Participant acknowledges that the Participant does not have any physical limitations, physical or mental disabilities that would limit or prevent the Participant from participating in the above mentioned activity. The Participant acknowledges proper insurance acquired with adequate coverage to participate and that Participant understands this Agreement is non-transferable.

E. Full and Final Settlement

The Participant hereby acknowledges and agrees that the Participant has carefully read this Agreement, fully understands the same and is freely and voluntarily executing the same.

The participant understands that by signing this Agreement, the Participant agrees to be forever prevented from suing or otherwise claiming against the Park for any property loss or personal injury that the Participant may sustain while participating in or preparing for the above noted activity.

This Agreement contains the entire Agreement between the parties to this Agreement and the terms of this Agreement are contractual and not a mere recital.

F. Governing Law

This Agreement will be governed by and construed in accordance with the laws of the Province of Ontario

Terms and Conditions for Occupancy of Site

1. The term RV refers to all park models, travel trailers, 5th wheel, motor coaches, and/or any unit that Maitland Shores chooses to accept on a site within their park/resort.
2. Site occupancy is conditional upon the registered RV owner(s) complying with the terms and conditions set forth herein. The RV owner(s) may occupy the site under the applicable by-laws as determined by the municipality in which the resort is located. The RV owner(s) hereby acknowledge that municipal laws may change, and may affect the number of days the RV owner(s) may occupy the site.

3. RV owner(s) hereby acknowledge that the use of the site is for recreational purposes only and the site may not be used as a permanent residency. This agreement may be renewed annually at the sole discretion of Maitland Shores and upon payment in full of site user fees. The RV owner(s) acknowledge that at the date of this agreement the season at Maitland Shores commences 15 April and ends 31 October. The RV owner(s) must vacate the site by 12 midnight on 31 October (end of season). The RV may remain on site provided all annual fees are paid in full and the seasonal deposit for the upcoming year is paid.

4. It is the RV owner(s) sole responsibility to pay all fees on time. Maitland Shores does not mail out bills or notices.

5. The RV owner(s) must provide Maitland Shores with a copy of a valid and current comprehensive insurance policy which includes a minimum of \$1,000,000.00 third person liability.

6. In the event of termination of occupancy by the RV owner(s) before seasons end, any unused portion of the seasonal site fees shall not be refunded to the RV owner(s). The site must be left in a condition satisfactory to Maitland Shores.

7. The RV owner(s) agree this agreement shall remain in effect for the duration of the RV owners site occupancy at Maitland Shores unless terminated in accordance with the following conditions:

(a) the destruction of Maitland Shores RV Park by fire, storm, and/or any other calamity.

(b) any breach of this agreement, including the rules and regulations of Maitland Shores.

Should the agreement be terminated because of (a) and/or (b) no refund will be issued.

8. Annual fees for the occupancy of the site shall include the use of all available resort facilities by the RV owner(s) and immediate family providing all applicable fees are paid.

9. Maitland Shores has the right to relocate the RV owner(s) RV to a comparable location in the event that such relocation has become necessary due resort decisions and/or emergency. At no cost to the RV owner(s).

10. RV owner(s) may lend or rent their RV to a third party in accordance with Maitland Shores policy. Any third party occupant(s) shall be subject to usage fees of the resort facilities. Third party occupant(s) are bound by resort rules and regulations and terms and conditions of site occupancy. The RV owner(s) accepts responsibility for the actions of the third party occupant(s).

11. It is the RV owner(s) responsibility to be aware of all the rules and regulations of Maitland Shores.

In case of emergency please call 911, send someone to main gate to direct emergency vehicles and notify park at 905-774-8751

Thank you for helping us keep a clean, safe environment.

I (we) acknowledge having read the rules and conditions, Activity Waiver and Terms of Conditions for Occupancy and that these rules and conditions shall constitute part of this agreement.

I(We) agree to lease from Maitland Shores RV Resort & Marina the assigned Site on the terms and conditions set forth herein including any additional/changes to conditions and rules for which I (We) have been informed of.

Site: _____

Dated: _____

Signature: _____