



SUNSET BEACH RESORT

Seasonal Camping Agreement

TERMS USED IN THIS AGREEMENT

Occupant or Camper - The owner or owners of the trailer residing at an assigned lot in the park, registered with management.

Management - The employees and ownership of the park.

Park - The premise and property of Sunset Beach Resort, Pynns Brook, NL.

A. GENERAL RULES AND REGULATIONS

1. Management reserves the right to evict, should the camper not comply with the Park Rules. Any possible refund would be based on managements' sole discretion.
2. Camping season extends from mid May to mid October annually. Use of park outside these dates is not permitted unless special permission is granted from management and may be subject to an additional fee.
3. A \$300 storage fee paid by September 15th entitles an occupant to use the park for winter storage (no services, and unsupervised) at their own risk during off season. The storage fee is nonrefundable. If the storage fee is not paid in full and agreement signed, management will understand this to indicate you are not returning. If you are not returning you will have until October 30th to remove your unit from the campground. After October 30th, your unit will be moved into a storage area at a rate of 3.00/ linear foot per month plus HST.
4. Absolutely no entry to park outside of the camping season without permission from management.
5. There is no refund if an occupant moves out before October 31st. The lot will be considered vacant, and the Park has the right to rent the lot out.
6. Occupants are expected to pay their accounts and invoices provided from the campground within the due dates. Interest and/or service fees will be charged on delinquent accounts.
7. The park will charge \$40 fee for any NSF cheques.
8. All complaints must be in writing delivered to the park manager.
9. We will do our best to provide free Wi-Fi, unfortunately because of the park location this is not guaranteed.
10. There will be a gated entrance to the park. 2 fobs will be provided with your site. Replacements fobs will be \$50 each. All fees must be paid in full for fobs to work.

B. PERSONAL INFORMATION

1. Canada law prohibits the sharing of any tenant's personal information. We will not provide any personal information about you, your children or your guests without written permission/instruction by you as the primary registrant of the campground site. If required, we must submit limited or greater information on the request by any authority of the law.
2. If more than one person will be paying bills or dealing with the office in regard to your site, make sure we have them listed as occupants of the site. Anyone not listed on the contract will not be given any information about the status of accounts, etc.

C. MAIL & MESSAGES

1. No mail will be received or delivered to the occupants of the campground. Any mail received for campground occupants by the office will be returned to sender.
2. Personal messages will not be accepted at the office or passed along to campers.
3. Management will do their best to pass any emergency calls or messages to the site.

D. SITES

1. A maximum of 2 adults and 4 children under the age of 18, or a single family of parents and their children living at the same address, are permitted on each site.
2. A maximum of 2 licensed, plated, and insured vehicles may be on each site. All vehicles must be in good state of repair not leaking oil, anti-freeze or any other substance that could contaminate the campground. It is at management's discretion to have a vehicle removed immediately if it does not meet these requirements.
3. All campsites are for one trailer/motorhome only. Please obey or management will remove one from the site at the occupants' expense.
4. If there is space, additional trailers may be stored in an area designated by management at \$30/month.
5. No tents allowed on site unless approval received from the office.
6. The Occupant, their family, guests, and invitees shall maintain the trailer, and any improvements as well as the campsite and any campsite improvements in a clean and tidy condition. Do not allow any refuse, garbage, or other loose and objectionable material to accumulate on or around the property.
7. Both line & umbrella type clotheslines are permitted.
8. A second fridge is only permitted on the campsite if it is stored inside an approved shed and secured by a lock.
9. The campground operates on a well: therefore, conservation of water is especially important. Normal use of water is permitted unless we are in a drought, then water restrictions will be posted in the park and on our website.
10. When leaving or vacating a site for the offseason, or permanently, the site must be left clean and free of debris, nails, wood, garbage. All outdoor furniture must be removed or stored indoors or fixed to trailer so that it does not blow away. The park reserves the right to bill any occupant a cleanup fee for labor and landfill fees.

E. TRAILERS and IN PARK TRAILER SALES

1. All trailers and park models must be approved by management before entering the park. The park will only accept trailers/motorhomes 15 years of age or newer to enter the park. Existing Trailers over 20 years old may not be sold, transferred, leased, or assigned on the park grounds but are permitted to stay in the park if in good condition and upkeep, are kept clean and pass all safety requirements including propane, plumbing and electrical inspections. ALL trailers must be in good state of repair and management reserves the right to deny or have a trailer removed, at the occupants' expense, should the trailer not meet these requirements, at management's discretion.
2. Occupants may place "For Sale" sign on trailer but may not advertise or list the lot or trailer for sale by any real estate registrant or place on the MLS real estate system without management approval. Trailers for Sale may be posted with management approval in the main office. Lots are not for sale. Lots are awarded as per our waiting list.
3. All trailers/motorhomes must have grey and black water holding tanks with valves for dumping.
4. Only electrical connections with standard 30-amp plugs, and 10-gauge wires are allowed for trailers.
5. All trailers/motorhomes are required to have operating Carbon Monoxide and Smoke Alarms. All propane devices (including tanks) and systems must be compliant with municipal, provincial, and federal laws. Proof of compliancy may be required by management at any time.

F. SITE IMPROVEMENTS & BUILDING PERMITS

1. Construction or improvements of any kind to the trailer or the campsite must have written approval of the management.
2. All decks are to be constructed from new pressure treated or new cedar wood or composite only. Decks must be built on deck blocks (floating) and built in sections that are easily moved if necessary. All decks must conform to building code standards and permit obtained from municipality if applicable.
3. No home-built Florida rooms, awnings, or roofs permitted. Approved manufactured structures only.
4. A maximum of one (1) shed is allowed on any lot. Placement and size (maximum of 99 square feet and 10 feet high) of shed depends on it not interfering with other's property lines, and upon approval of Management at the office. Sheds must be factory fabricated. Sheds are to be used for storage purposes only. Consult with management before purchasing or constructing a shed and obtain building permit if applicable. Shed to be purchased from management approved supplier only. Approved style and color.
5. After management has provided written approval for any site improvement (deck, utility shed, or addition to the trailer), the campsite occupant will comply with all zoning by-law requirements and other by-laws of the municipality, the Newfoundland Building Code Act, and regulations there under and other legislation's affecting the subject site.
6. Any gravel or aggregate must be ordered through management. The park reserves the right to have only park approved suppliers deliver gravel or aggregate to any site.

G. INSURANCE

1. Management will not be responsible for accidents, injuries, or loss of property by fire, theft, wind, floods, or other natural acts which are beyond its control. It is the responsibility of the Occupant to provide current property insurance as well as liability insurance.
2. Equipment and apparatus furnished on the grounds are solely for the convenience of the occupants and guests and do so at their own risk.

H. SEPTIC SYSTEM

1. VERY IMPORTANT: The septic system may only be used for human waste, toilet paper, and typical wash water. Women's feminine products, diapers, food, and other trash must be disposed of in the garbage. If you have any questions about personal waste disposal and sewer blockage, please enquire with management.
2. Only approved products may be added to septic holding tanks. Chemicals that destroy the active enzymes and bacteria in the septic system are prohibited. i.e.: bleach, anti-bacterial products, many toxic cleaners.
3. Trailers must have holding tanks that are not left open to sewer. (SEWER TANK DUMP VALVES MUST BE LEFT CLOSED; AND OPENED ONLY WHEN DUMPING). Only products approved by park management are to be used. Flex hose must use rubber donut.
4. Approved cleaning and septic tank additives may be purchased at the park store.

I. LANDSCAPING

1. The Occupant, their family, guests, or invitees shall not damage or remove the lawn, shade trees, shrubbery, or other trees or plants anywhere on the property, including the campsite without management's permission. The Occupant shall be responsible to management for any damages to the campsite, the campground property, or its facilities or amenities, caused by the Occupant, his family, guests, visitors, or invitees. (e.g., tree cutting)
2. Due to below ground services, digging or placing of stakes are not permitted without prior written permission from management.
3. Modifications to the landscape of a campsite i.e., walls, gravel or paved drives, trees, shrubs, etc. will become property of the Management when the agreement to occupy is terminated.

J. FIRES

1. No open fires are permitted on the campsite, except in designated areas. i.e., fire pits. The Occupant, their family, guests, and invitees are responsible to ensure that any fire is under control at all times and that such fire is fully extinguished after each use.
2. The burning of animal waste is strictly prohibited.
3. In the case of a drought, the Management will follow the actions of the municipality and enforce a fire ban; and will post in the park and on the website.
4. Do not move fire pits and rings without management approval.

K. GUESTS/CHILDREN/TEENAGERS

1. All guests visiting must register and pay a fee at the office, upon entering the park. Any visitor in the park after 11pm must pay the overnight fee.
2. The Occupant is always responsible for the supervision, conduct and behavior of any guests, children, and teenagers on campsite, as well as on all campground property. All rules and conditions of the campground are applicable to both Occupants and their guests and/or children.
3. Anyone under the age of eighteen is not permitted to use trailers or be left in the park for prolonged absences day or night without parental supervision.

4. Children using any of the recreational facilities (beach, pool, and playgrounds) or equipment must be always accompanied and supervised by an adult. Campground Management does not supervise beach, pool, or playgrounds.

L. PETS

1. Only nonaggressive pets are permitted, and the campground reserves the right to refuse entry to large or aggressive dogs.
2. All pets shall be leashed and always supervised.
3. All pets must have the necessary immunization and rabies shots, and the occupant is responsible for keeping a copy of the up-to-date records at their trailer.
4. Excessive barking will not be tolerated.
5. No pet may be tied on a lead without a handler and no chaining, caging, tethering of a pet outside of the trailer shall be permitted when the occupant is not on the site.
6. Pets are not permitted in pool area.
7. All pets must be always on a leash in common areas and playgrounds.
8. It is the Occupant's responsibility to care properly for any pet and to clean and restore any areas of the campsite or the resort where mess or damage has occurred. The "stoop and scoop" rule applies and must be disposed of properly in a plastic bag and into garbage dumpster, not in any indoor garbage cans because of the odour.
9. All dogs are subject to the Dog Act of Newfoundland and Labrador, available at <https://www.assembly.nl.ca/legislation/sr/statutes/a09-1.htm>

M. COURTESY & SAFETY

1. No trespassing or cutting through other campsites.
2. Bicycles are only permitted to be ridden on the roadways and on biking paths within the campground. Bicycles must be ridden slowly, and bike riders must always exercise care and control. Bike riding is not permitted after dusk unless properly equipped (i.e., light, helmet, etc.)
3. If under the age of 18, you are required by law to wear an approved bicycle helmet when travelling on any public road.
4. Quiet enjoyment – no occupant shall create, permit the creation of, or continuation of any noise or nuisance that disturbs the comfort or quiet enjoyment of any other occupant or guest of the campground. No noise will be permitted outside of the trailer between the hours of 11:00PM and 8:00AM. Please operate lawn mowers and other noisy outdoor equipment after 8:00AM. If absolutely necessary, management may begin working earlier than said time and unfortunately may create some noise but will try to keep the inconvenience to a minimum.
5. In the event of a Special Event put on by the park or recreational committee, notice will be posted about the hours and noise rule exemptions.

N. POOL RULES - SWIMMING IS UNSUPERVISED. SWIM AT YOUR OWN RISK

1. Maximum capacity in the pool and deck is as posted.
2. There is to be absolutely no swimming after dark.
3. If the pool gate is locked, stay out.
4. Deck furniture is to remain within the enclosure.
5. No food and drink in and around the pool area.
6. Dress appropriately for swimming and sunbathing: remember this is a family campground
7. No running in the pool area
8. No diving or jumping in the pool is permitted.
9. Children under 16 years must be accompanied by an adult or an agent above 18.
10. Always have a buddy: swimming is at your own risk. Remember, there is NO LIFEGUARD ON DUTY.
11. ABSOLUTELY no pets allowed in or around the pool or deck area.
12. No large floatation devices. No balls, toys, etc. are permitted in the pool area.
13. Diapers are not allowed in the pool. Please use infants' swimmer diapers.
14. Longhair MUST be tied back.
15. Only swimmers around the pool deck area.
16. No person infected with a communicable disease or having open sores on his/her body shall enter the pool.
17. No person shall pollute the water in the pool in any manner. Spitting, spouting of water and blowing nose in the pool or on the deck are prohibited.
18. No boisterous play in or about the pool.
19. Please read and abide by all signs provided by our Local Public Health Unit that are posted at the pool

O. BEACH RULES - SWIMMING IS UNSUPERVISED. SWIM AT YOUR OWN RISK

1. No motorized vehicles on the beach
2. There is to be absolutely no swimming after dark.
3. You must clean up after yourselves
4. No parking on the beach. Parking in designated areas only.
5. Launching of boats and personal watercraft permitted only at end of Gordon's Way.
6. Boats and personal watercraft must be operated outside the designated swim areas.
7. No fires allowed on the beach unless approved by management.
8. Any use of rescue lifesaving equipment must be reported to management. This is for everyone's safety!
9. Children under 16 years must be accompanied by an adult or an agent above 18.

10. Always have a buddy: swimming is at your own risk. Remember, there is NO LIFEGUARD ON DUTY.
11. Pets are allowed on the beach. It is your responsibility to keep them on a leash and clean up after them.
13. Diapers are not allowed in the lake. Please use swimmer diapers.

P. DRUGS & ALCOHOL

1. Provincial Law requires that personal alcoholic beverages be consumed on campsites only.
2. Illegal use of drugs of any type will result in the immediate termination of park use and/or police intervention.

Q. FIREWORKS & FIREARMS AND OTHER RESTRICTED ITEMS

1. Any use of fireworks (including the paper lanterns) or firearms is strictly prohibited for Occupants or their guests, unless you have written approval from campground management.
2. Paintball guns, air-soft guns, sling shots, illegal knives, bow and arrows are also prohibited.
3. Absolutely no hunting by any campground occupant, their family, visitors, guests of invitees on campground property.

R. MOTORIZED VEHICLES

1. **No motorized vehicles such as ATV's and and/or mini bikes** (electric or gas) are permitted in the park unless heading directly to the NL T'Railway. Speed limits must be observed at all times. A lot # sticker must be affixed to ATV's and and/or mini bikes.
2. Operators on the NL T'Railway must follow these guidelines in order to operate their ATVs:
 - Driver must be at least 16 years of age.
 - Driver must possess a driver's license.
 - Driver must possess liability insurance.
 - Driver must follow the rules outlined in the Highway Traffic Act and Motorized Snow Vehicle & All-Terrain Vehicle Act.
 - Driver must wear a helmet.
3. Violators will be reported to police and will lose their motorized vehicle privileges.
4. Golf carts are permitted when indicated on Seasonal Camping Agreement, and registration sticker and lot # sticker must be affixed to golf cart. The golf cart owner is responsible at all times for the supervision of their golf cart.
5. Each owner **MUST** purchase liability insurance and provide a copy to management when registering their cart annually.
6. Any golf cart being used in the campground must be indicated on your Seasonal Camping Agreement and shall be subject to liability insurance requirements as per Seasonal Agreement.
7. Only 1 golf cart is permitted per site.
8. It is also mandatory that your lot number be in at least 3" letters on the back of the cart.

9. The use of golf carts is restricted to 16 YEARS OF AGE OR OLDER. In the case a Sunset Beach Resort employee is under the age of 16, on is on paid duty, the park may grant permission only to that employee during his/her working hours.
10. ALL riders MUST be seated. No more passengers than there are seats on the cart.
11. Golf carts are required to follow all posted speed limits and drivers are expected to drive in a responsible manner, and park in designated areas within the park or on a campsite.
12. Golf Carts are primarily for special needs and mobility purposes.
13. Impaired driving in a golf cart carries the same consequences as it does with licensed vehicle on highways
14. Golf carts are ONLY to be driven on roadways within the property lines of the park and NEVER on the public roads (side roads) surrounding the park. Absolutely no cutting through or entering other sites on park.
15. Golf carts are not to be operated after dark unless properly equipped with headlights and taillights. Flashlights are NOT permitted. Reckless use of golf carts is prohibited. If reckless use is observed, management will follow up with the golf cart owner, which may result in golf cart not being allowed on campground property.

S. GARBAGE DISPOSAL

1. Do not bring garbage from home to dispose of at park.
2. Properly bag, package, separate and bind in plastic garbage bags and place in dumpster provided. Please keep doors shut so as not to attract wildlife. Do not throw waste above or around bin.
3. The garbage bin is for household garbage only. Do not dispose of electronics, appliances, furniture, propane tanks, etc. in the garbage and recycling bins.
4. Management reserves the right to bill any occupant, visitor or guest of the occupant for the cleanup and removal of such objects if improperly disposed of in the park.
5. It is prohibited to put fire-pit ash, branches, leaves, grass, garden refuse or wood in the garbage bins. Please check with campground management on how these materials can be disposed of or composted.
6. Recycle your waste in the blue bin provided at the front of the park. Do not throw waste above or around bin. Management reserves the right of bill any occupant, visitor or guest of the occupant for the cleanup and removal of such objects if improperly disposed of in the park
7. Diapers and animal waste is to be disposed of properly in the dumpsters and not the garbage cans inside any buildings because of the odor. Do not burn diapers or animal waste in fire pits.

T. REC HALL/STORE, PAVILION, AND ALL OTHER BUILDINGS

1. No pets, smoking, running or yelling in these buildings.
2. Be respectful of all tables, chairs, and televisions.
3. The Recreation Centre can be used by all occupants, however: if the hall is being used by the Recreation Committee for a function, it is to be used at that time for the booked function or Event only.
4. Clean up after yourselves, garbage in garbage bins, recycling in recycling bins.
5. Arrangements for the private use of the Recreation Centre must be made with the office prior to use.
6. PLEASE be respectful of other campers and keep bathrooms, showers, laundry room clean.

U. PARK FEES

1. Park fees of \$3350 plus HST (\$3852.50) must be paid in full upon signing contract.
2. For returning seasonal campers, site fees can be paid in 2 installments, ½ by October 1, balance by May 1.
3. Entry to park will be denied until payment is made in full.
4. All late payments are subject to 10% penalty.

CAMPSITE CONTRACT BETWEEN:

Sunset Beach Resort (The "OWNER")

- AND -

Name: _____ Date of Birth: _____ (Site
User/Contacting Party: hereinafter the "CAMPER") #1

Name: _____ Date of Birth: _____ (Site
User/Contacting Party: hereinafter the "CAMPER") #2

Home Phone: _____ Winter Phone: _____

Emergency Contact _____ Phone: _____

Permanent Residence:

STREET: _____ CITY: _____

PROV: _____ POSTAL CODE: _____

#1 EMAIL ADDRESS: _____ Cell Phone: _____

#2 EMAIL ADDRESS: _____ Cell Phone: _____

MINORS _____

PETS _____

RV/TRAILER INFORMATION:

MAKE: _____

MODEL: _____ YEAR: _____

INSURANCE COMPANY NAME: _____

POLICY No. _____ **Copy attached []**

VEHICLE INFORMATION (1):

MAKE: _____ COLOR: _____

MODEL: _____ YEAR: _____

VEHICLE INFORMATION (2):

MAKE: _____ COLOR: _____

MODEL: _____ YEAR: _____

INSURANCE COMPANY NAME: _____

POLICY No. _____ **Copy attached []**

I have read and understood the "Seasonal Camping Agreement" pertaining to the campground:

Yes: _____ No: _____

I would like to receive my correspondence (invoice, campground, and contract etc.) by

Email: _____ or Canada Post: _____ (at above listed address)

CAMPSITE: The Owner rents to camper campsite # _____ at Sunset Beach Resort, subject to the terms in this contract.

Site User Signature #1

Sunset Beach Resort Campground Management

Site User Signature #2

