

Eastern Irrigation District
2018 SEASONAL CAMPSITE USE AGREEMENT
Rolling Hills Reservoir Campground

THIS AGREEMENT made in duplicate this _____ day of _____, 2018.

BETWEEN:

EASTERN IRRIGATION DISTRICT,
of P.O. Box 128, 550 Industrial Road West,
Brooks, in the Province of Alberta, T1R 1B2

(hereinafter called the "Grantor")

OF THE FIRST PART

- and -

_____ (names),
of _____ (mailing address),
_____ (town/city), in the Province of Alberta, _____ (postal code)
_____ (phone) _____ (cell)

(hereinafter called the "Grantee")

OF THE SECOND PART

WHEREAS the Grantor is the registered owner of certain lands located in the Province of Alberta, and legally described as E ½ 30-16-14 W4M and NE 19-16-14 W4M (hereinafter called the "lands");

AND WHEREAS the Grantor owns and operates a private campground located on the lands as shown on Schedule "B" attached hereto (hereinafter called the "campground");

AND WHEREAS the Grantee desires to occupy a site on the campground, which site is outlined in red on Schedule "B" attached hereto and marked as **Campsite # _____** (hereinafter called the "campsite");

AND WHEREAS the description of the Grantee's camping unit is:

**AS PER SCHEDULE "A" – THE ATTACHED PHOTOCOPY OF THE
CAMPING UNIT'S REGISTRATION**

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

- ONE THOUSAND EIGHT HUNDRED (\$1,800.00) DOLLARS, plus GST = (\$1,890.00)**
(Section "A" – Upper Marina, Upper Tier or Section "B")

- TWO THOUSAND (\$2,000.00) DOLLARS, plus GST = (\$2,100.00)**
(Section "A" – Beach Front & Lower Marina)

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paid by the Grantee 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 **8:00 a.m. on May 14, 2018 to 2:00 p.m. on September 6, 2018** (hereinafter called the "term"), and to use electricity from the electrical connection provided on the campsite, 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 rules:

- (a) No makeshift decks, awnings, permanent or semi-permanent structures will be erected on the campsite.
- (b) The storage, use and consumption of alcoholic beverages shall be restricted to the campsite.
- (c) "Quiet Time" is every day from 11:00 p.m. and 7:00 a.m. During "Quiet Time", the Grantee agrees that it will conduct its activities so as not to 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 campsite;
 - to speak softly so that voices cannot be heard in any other campsite;
 - not to allow any vehicle to idle for more than one minute;
 - not to allow any dog to bark, whine or howl while in the possession or under the control of the Grantee.
- (d) All pets must be kept under control within the boundaries of the campsite and on a **maximum 6 ft. leash** at all times when off the campsite. No dog stakes or rope on the grass. No pets are allowed on the two public beaches. There is a "dog beach" located between the main beach and marina. The Grantee is responsible for cleaning up after any pet allowed or brought into the campground. No dog stakes and rope on the grass.
- (e) **Golf carts and off-road vehicles are not permitted within the campground boundaries.**
- (f) No vehicles are allowed off of designated roads and parking areas.
- (g) The speed limit is 10 km per hour within the entire campground. These speed limits are strictly enforced for the safety of all campers, as well as dust control.
- (h) Use of the beaches and the reservoir is at the Grantee's risk, no lifeguard will be provided by the Grantor.
- (i) Boat slip permits are available for purchase for daily or weekly use from the Campground Office. Seasonal boat slips are available for purchase from the District office.

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- (j) **Boats and trailers may be left in the marina parking lot or on your campsite pad, all at the Grantee's risk. Neither boats nor trailers are permitted on the campsite grassed area at any time, or on road surfaces, as the beach and upper beach roads are too narrow.**
 - (k) Trailered boats are to be launched at the boat launch only.
 - (l) Boaters speed limit within 30 meters from shore is 10 km per hour.
 - (m) Boats are not permitted in the swimming areas.
 - (n) 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.
 - (o) **Only 16 seasonal sites, A23, A26, A28, A31, A32, A35, A39, A40, A43, A44, A47, A48, A51, A65, A87 & A88 have two 30 amp outlets, and may be occupied by 2 camping units. The second unit must pay the nightly cost of camping. A tent occupied by children of the Grantee under 18 years of age does not count as an additional unit.**
 - (p) All camping units and tents must remain on the graveled campsite pad. Grassed areas are irrigated nightly.
 - (q) Camping is permitted only in designated areas.
 - (r) 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.
 - (s) No littering. The Grantee must keep the campsite free of litter, using the provided garbage bins and dumpsters. The fire pit shall not be used to dispose of or burn garbage, litter or refuse.
 - (t) Cutting down, damaging or removal of trees or plant life is prohibited. Firewood is available for purchase at the Campground Office until 8:00 p.m. nightly. Please do not tie anything to the trees.
 - (u) The Grantor is not responsible for power surges.
 - (v) Camping units are to back up to the cement curb. Do no overhang back of trailer on the grass. Slide-outs should not overhang on the grass. This makes it easier for mowing.
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 the operations carried on by the Grantee, its servants, agents, employees or invitees upon the lands.
3. The Grantee acknowledges and agrees that the Grantor will lock the gate at the entrance to the campground as a method of controlling access to the campground during the Quiet Time period from 11:00 p.m. to 7:00 a.m. A one way, "exit only" gate may be used to exit the campground

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whenever the entrance gate is locked. Anyone caught crossing the security gate will be evicted, leaseholders will forfeit their lease. Washroom/shower, laundry building is also locked from 11:00 p.m. until 7:00 a.m.

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, any waterline, electrical line, campground facility or equipment on the campground. **SPRINKLER LINES MUST BE LOCATED BY EID STAFF BEFORE WIND FENCES ARE ERECTED.**
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. The Grantor is not responsible for any water 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 moved by the Grantee off of grassed areas as requested by the Grantor or the Grantor's representatives. Make sure solar lights that line driveways, are away from the grass for easier mowing. The Grantor will not be 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 of this agreement.
11. **SUBLETTING IS NOT ALLOWED.** In the event the Grantee is unable to occupy their site for the remainder of the season, upon consent of the Grantor:
 - (a) they may transfer the Agreement to a party of their choosing for an administrative transfer fee of \$300.00.
 - OR -
 - (b) they may surrender the Agreement to the Grantor for waiting list recipients. A pro-rated refund may or may not apply.
12. In the event the campsite is required by the Grantor due to an emergency, for construction or repair work or for any 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 the Grantee does not vacate the campsite prior to the date and time specified by the Grantor, the Grantor may, at its discretion, immediately terminate this Agreement by refunding the unexpired portion of the seasonal camping fee paid by the Grantee.

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- 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. In the event of eviction, or termination of this Agreement, the Grantee agrees to forthwith vacate and surrender the campsite and remove all of its personal property and refuse. In the event that the Grantee fails to so vacate and surrender and remove its personal property, the Grantee hereby authorizes the Grantor to remove the Grantee and its property and to seize and dispose of same at the Grantor's discretion and at the Grantee's cost.

- 14. 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.

- 15. The Grantee may report any problem or obtain information at the Campground Office, camp cell phone (403) 363-5603, or District office by calling (403) 362-1400 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.

EASTERN IRRIGATION DISTRICT

SAMPLE COPY

Per: _____

SIGNED, SEALED AND DELIVERED
in the presence of:

Witness

}
}
}
}
}

GRANTEE:

signature

Witness

}
}
}

signature

*Cooperation by all campers will allow everyone to have a good camping experience.
Please enjoy your stay.*