



Eastern Irrigation District
2021 SEASONAL BOAT SLIP USE AGREEMENT
 Rolling Hills Reservoir Campground

THIS AGREEMENT made in duplicate this ____ day of _____, 2021

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 -

_____ (name),
 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 Marina located on the lands as shown on Schedule "A" attached hereto (hereinafter called the "Marina");

AND WHEREAS the Grantee desires to rent a Boat Slip at the Marina, which Boat Slip is outlined in red on Schedule "A" attached hereto and marked as Boat Slip # ____ (hereinafter called the "Boat Slip");

AND WHEREAS the description of the Grantee's boat is:

Type: _____ (e.g. pontoon, fishing, ski, wakeboard, etc.)

Make/Model: _____, Pleasure Craft License # _____

Primary Colour: _____, Boat Trailer License Plate: _____

(the "Grantee's boat")

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

X FOUR HUNDRED AND SEVENTY-FIVE (\$475.00) DOLLARS, plus GST = (\$498.75)



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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 use the Boat Slip for the period from May 14, 2021 to 12:00 noon on September 30, 2021 (hereinafter called the "term"), 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) The Grantee shall provide and use whatever equipment is necessary to properly and safely moor its boat in the Boat Slip.
- (b) The Grantee shall ensure that its boat is moored fully within the boundaries of the Boat Slip.
- (c) The Grantee shall at all times abide by the prevailing rules, be courteous and cautious while traveling or parking within the Marina so as to avoid putting any other user at risk of injury and to avoid causing damage to any other boat, watercraft or the boat dock.
- (d) The Grantee shall ensure their watercraft is registered with the Eastern Irrigation District's Aquatic Invasive Species Prevention Program for the current year and follow all prevention protocols. Registration can be completed at the campground office.
- (e) The Grantee accepts full responsibility for any loss or damage caused by the Grantee or anyone operating the Grantee's boat. **GRANTEE INITIALS:** _____
- (f) The Grantee's boat, including any contents, is left in the Marina and Boat Slip at the Grantee's sole risk.
- (g) The Grantee agrees not to perform any maintenance or repair work on its boat while the boat is in the Marina. The Grantee agrees to remove its boat from the water prior to undertaking any maintenance or repair work.
- (h) "Quiet Time" in the Rolling Hills Reservoir Campground is every day from 11:00 p.m. until 7:00 a.m. During "Quiet Time", the Grantee agrees that it will conduct its activities so as to not disturb any other users of the boat dock or 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 so that the sound can be heard in any campsite;
 - to speak softly so that voices cannot be heard in any 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.
- (i) All pets must be kept under control and on a maximum 6 ft. leash at all times when not in a vehicle or in a boat. No pets are allowed at the two public beaches. There is a "dog" beach located



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between the main beach and the Marina. The Grantee is responsible for cleaning up after any pet allowed on the lands.

- (j) No golf carts or off-road vehicles are permitted within the campground boundaries.
 - (k) No vehicles are allowed off of designated roads and parking areas.
 - (l) The speed limit for vehicles 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.
 - (m) Use of the Boat Slip, beaches and the reservoir are at the Grantee's risk, no lifeguard will be provided by the Grantor.
 - (n) A boat trailer or a trailered boat may be left in the Marina parking lot at the Grantee's risk.
 - (o) Trailered boats are to be launched at the boat launch only. The use of a Boat Slip within the Day Use section of the Marina is limited to two hours. Boat Slip permits are available for daily, weekly, and seasonal use.
 - (p) Boater's speed limit within the Marina and within 30 meters from shore is 10 km per hour. No power boats are permitted in the swimming areas.
 - (q) No littering. Garbage shall be placed in the receptacles provided.
2. The Grantee does hereby covenant and agree to indemnify and save harmless the Grantor against and from all actions, suits, damage, 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 or 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 and Marina 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 whenever the entrance gate is locked.
 4. The Grantor is not responsible for any injury to, loss of, or damage to the personal property of the Grantee.
 5. The Grantee shall not be a nuisance or cause a disturbance within the Marina or campground during the term of this agreement.
 6. The Grantee shall not assign or transfer this Agreement without the prior written consent of the Grantor which consent may be unreasonably withheld. The Grantee may permit a third party to use the Boat Slip provided that the Grantee:
 - (a) remains, at all times, responsible for compliance with this Agreement and the Marina rules,
 - (b) does not advertise or promote, in any way, the availability of the Boat Slip for use by a third party, and,
 - (c) does not request or receive compensation for the use of the Boat Slip by the third party.



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7. The Grantor reserves the right to terminate this 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 Boat Slip and to 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.
8. At the end of the term hereby granted or at the sooner determination thereof, the Grantee agrees to vacate and surrender the Boat Slip to the Grantor and to leave the Boat Slip in good condition and to remove all of the Grantee’s personal property including refuse, and debris, all at the Grantee’s cost.
9. The Grantee may report any problem or obtain information at the Campground Office, by calling the Campground cell phone at (403) 363-5603, or the District office at (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

Per: _____

SIGNED, SEALED AND DELIVERED }
 in the presence of: }

 Witness }

 NAME

 Witness }

 NAME

*Co-operation by all boaters will allow for everyone to have a good boating experience.
 Please enjoy your stay.*