

SEASONAL CONTRACT RULES AND REGULATIONS



Sid Turcotte Park CAMPING AND COTTAGE RESORT

P.O. Box 549, 750 Mattawan Street
Mattawa, Ontario, P0H1V0, Canada
Tel: (705) 744 5375, Fax: (705) 744 1081
Email: stp@sidturcottepark.com
www.sidturcottepark.com

Last Name: _____ First Name: _____

Address: _____

Home Phone #: _____ Work #: _____

Cell #: _____ Optional Cell #: _____

*****Invoices will be emailed to you. You MUST provide a valid email address.**

Email: _____ Confirmation #: _____

This contract relates to this reservation

Emergency contact name and number: _____

Size/Make/Model: _____ Year: _____

Plate #: _____ Insurance Co: _____

Registered Seasonal Guests including yourself. Please list dependent children's names and age as well.

Adult 1: _____ Adult 2: _____

Child: _____ dd/mm/yr: _____ Child: _____ dd/mm/yr: _____

Child: _____ dd/mm/yr: _____ Child: _____ dd/mm/yr: _____

Pet Name: _____ Breed: _____

Pet Name: _____ Breed: _____

Terms & Conditions

- Quiet Hours.** Music, campfire discussions, site maintenance or any other noise must not disturb your neighbours or management. The rights of all campers to enjoy peace and quiet are to be respected. Quiet times are from 11:00pm – 9:00am. Please turn off your bright outside lights during quiet hours.
- Campsite.** One family per lot, consisting of two adults and dependent children under 18 years. The lot is rented for current trailer owner only and is not transferable. Subletting your trailer is not permitted. You are responsible for the upkeep of your site. Lawn maintenance is available for a fee.
- Visitors.** Adult children, extended family members, and friends are visitors and require a visitors pass which can be purchased daily or annually. **The visitors pass does NOT apply from July 26 to July 29 for Voyageur Days.** It is your responsibility to ensure ALL of your visitors register at the office before entering the park. You are responsible for the action of your visitors. Day Visitors must leave before the quiet hour begins. No persons under 18, may use trailer sites without an adult. At no time may your gate card be given to anyone not registered in this contract. Visitors will be granted access from the office when needed and are not permitted to use the site or park without you present.
- Children.** Your children are your responsibility. Children are permitted to roam the campground so long as they are being respectful of all other campers and their campsites. Children are to park their bikes at dusk or have proper lighting, not just reflectors. Anyone under 18 is to be off on their own site by 11:00pm until sunrise unless accompanied by an adult. We recommend not allowing children near the water without adult supervision as there is no lifeguard on duty. In accordance with Ontario law, every cyclist under 18 years of age must wear a helmet.

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5. **Pets.** Pets must be registered at the office or be listed in this contract. No matter what size or breed you have, pets must be leashed or tied at ALL times and be under your control on your site and throughout the park. No excess barking is permitted. You are required to clean up after your pet. Not following these pet rules will result in you being banned from having pets at the park.
6. **Environmental.** All household garbage is to be placed in see-through bags tied securely and deposited in garbage shed. All other garbage is the responsibility of trailer owner. Any trash not disposed of properly will be removed and billed to the site owner after a warning. All recycling material including plastic bottles & aluminum cans, should be placed in the recycling boxes located in the garbage areas. No cutting of trees or overhanging branches without managements permission which will reasonably be given if damage to property is likely to occur. Protect the parks sewer system as it services your site too. Do not flush sanitary napkins, diapers, wipes, flushable wipes, paper towels, grease or other solids down any toilet or sink in the park. This can result in backing up the waste water system into other trailers resulting in damage to property. Use only septic safe toilet paper. We recommend safe, non-toxic, holding tank treatments.
7. **Water Usage.** Washing your vehicle and ATV's in the park is prohibited. Trailers may be washed subject to the following:
 - i) Prior notice to the office will be required during July and August to allow the Office to stagger how many are washing at one time. We will be limiting to 2 at any one time, but may restrict further based on water pressure.
 - ii) Absolutely NO PRESSURE WASHING either gas or electric.
 - iii) You must use BIODEGRADABLE environmentally-safe soap.
8. **Smoking.** We have not implemented a total smoking ban. However, smoking is not permitted within 25 feet of the beach areas, within 50 feet of playgrounds or within 25 feet of campground buildings such as office, bathrooms, laundry, rec hall or any other building. Smoking is permitted on your site, but you are responsible for taking **reasonable precautions** to prevent second hand smoke from entering your neighbours trailer or causing any other person on the property from being exposed to second hand smoke. Similar to dogs or water spray during washing of your trailer, you are responsible for controlling your impact to other guests from these activities all times.
9. **Winter Storage.** Owners are responsible to winterize their trailers. Disconnect water hoses and close the grey/black tanks. Sid Turcotte Park hereby disclaims any implied or express warranties, guarantees, or representations of the nature, condition, safety, or security of the premises and the campground. You acknowledge and agree that this contract does not create any contractual duty for Sid Turcotte Park to increase or maintain such safety or security. No electric is provided from the day the park closes to the date the park opens the following season. Canoes and Kayaks may be stored provided they are secured (tied or strapped down), are within your site and as close to your trailer as reasonably possible. We need to be sure that sites are clear for emergency access in deep snow. Chairs, table, BBQ may be left on a deck, everything else must be in a shed or inside your RV. Storage during the winter of any vehicle/boat trailer, boat, ATV's etc. will be charged a storage fee of \$75 per item and is to be approved by Sid Turcotte Park before the park closes. If you have purchased a seasonal dock space for the previous season, you may store that boat on its' trailer for the winter free of charge. You are required to remove TARPS and site clean by May 31st.
10. **Insurance.** You are required to carry a minimum of \$1,000,000 liability insurance for your trailer at all times that your trailer is on site. Proof of insurance must also be provided to the office indicating make, year, and coverage amount. If your insurance is to be cancelled during the winter months, you may not store your trailer on site for the winter.
11. **Cars, Other Vehicles, Boats.** The speed limit is 10km throughout the park. Please inform your visitors as well. Park on your own site or in designated area to the east of the Office. Parking on empty sites is not permitted. ATV's and other vehicles are permitted on campground roads ONLY to enter and exit your campsite. Boats are to be stored in designated area.

12. **Prohibited.** The following items are prohibited:

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|---------------------------------|--|---|
| -Tents on seasonal sites | -burning furniture, non-wood materials | -Off leash dogs |
| -Fireworks | -Campfires from 6:00am to 6:00pm or during fire bans** | -restricted firearms |
| -Cutting thru sites | -Digging*** or altering your site without permission | -Storing of any fuel over 25litres in a container |
| -Toxic chemicals in waste water | -Sheds and decks with permanent foundations | -Pressure washers |
| -Washing vehicles or ATV's | -Debris/garbage on your site | |

by town bylaw, subject to fines. *you may hit buried water or electrical lines

13. **Firearms.** Non-restricted firearms are permitted during open hunting seasons provided you have a valid P.A.L and hunting license for the time period the firearm is on site. ALL firearms are prohibited from being onsite without the P.A.L. holder being physically present and during Voyageur Days without exception. This section is intended to allow hunters to bring their firearms on site for short trips. All laws are to be followed regarding storage. A firearm is to be unloaded and a trigger lock or cable secured AT ALL TIMES when on the property. At no time is a firearm to be handled in any way while consuming alcohol. There will be a **zero tolerance** rule in effect in

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regard to any term in this section. Failure to adhere to any of these terms by you or your guests will result in immediate termination of this contract and you will be banned from the property immediately without refund.

14. **Campfires.** The Town of Mattawa requires residents to obtain a Recreational Open Air Burning Permit when making a fire on their property. Sid Turcotte Park pays for a permit which allows you to have a campfire. NO wood fires are permitted within town limits between 6am and 6pm including within the park. A fine may be issued to those in violation of this bylaw. Campfires must be attended to at all times and extinguished before you retire for the night. Your campfire must not be more than one meter in width and forty-six centimeters in height. You must adhere to any fire bans or conditions set by the local fire department.
15. **Property Tax.** MPAC may assess your site for property taxes due to oversized sheds, decks or sunrooms. Any taxes, permit fees or charges resulting from this assessment will be your responsibility and are **not included** in your seasonal site fee. In addition to the foregoing, the Occupant shall also pay any taxes, assessments, levies, or licence fees imposed by any authority on or as a result of any equipment, fixtures, improvements, furnishings or vehicles erected, placed or left on the site by or on behalf of the Occupant. Those additional charges shall be payable immediately upon receipt of any notice or demand for payment received by Sid Turcotte Park and conveyed to the Occupant.
16. **Transferability.** Sid Turcotte Park will not act as broker for trailer sales. No trailer or other equipment can be sold using Sid Turcotte Park as the point of sale without written permission. The seasonal site is not transferable to the new owner by you and you may not represent in any way that the site is guaranteed to the new owner. Your site will automatically be given to the next person on the waiting list upon the transfer of ownership of the trailer on site regardless if permission to sell on site is given. You may elect to pay Sid Turcotte Park a fee of \$250+tax to preserve the ability for the site to be transferred to the new owner upon sale. In that case, Sid Turcotte Park will advertise your trailer on the Park website and will require an application form from the new owner and will retain the sole Right to approve that application in relation to transferring the site. If the new owner is not approved, Sid Turcotte Park will refund the \$250 fee along with any taxes paid and the trailer will need to be removed from the site immediately if the trailer is sold to that owner. If the fee is not paid, you will need to remove your trailer and any structures such as sheds, structures and other materials from the site **before** the trailer is listed or advertised for sale. Guest fees will be waived for trailers sold on site with permission, but they must check in with the Office and be escorted by the owner. Trailers older than 15 years, cannot be sold on site and must be removed prior to sale without a written exception from Sid Turcotte Park which will depend on the condition of the trailer.
17. **Electricity.** Electricity is not included in seasonal site rates. Each site is metered and management will provide a mid-season statement and an end of season bill. The rate is \$0.22 /kwh. A \$200 Electricity Deposit is due at the beginning of the season.
18. **Payments.** Full payment for seasonal site is due on April 15th and is non-refundable. The winter deposit and fees for the following season boat docks are due on September 30th for next season. The winter deposit will grant you storage of your trailer and is non-transferable. Payments can be made by cash, cheque or e-transfer. Payments made by Visa and Mastercard are subject to a 2.5% processing fee. Outstanding balances past 30 days will incur 3% per month interest beginning the day the charge was payable.
19. **Renewal.** You will be offered to renew your site at the sole discretion of Sid Turcotte Park for the following year. Your right to the site will expire if your payment for the winter deposit is not made in accordance with section 18. If you decide not to renew your seasonal site at the end of this season or your winter deposit is not paid, you must remove your trailer, all buildings, structures and materials by October 8th, 2018 or a storage fee equal to a 30A full-service daily rate will apply from then until the date you remove your trailer as well as fees to remove and dispose of any items remaining on your site in accordance with section 20.
20. **Vacancy.** You agree that if your site is vacant, that is, your trailer is removed from the site for any reason, for a period of 14 consecutive days without WRITTEN permission from Sid Turcotte Park, you have abandoned your site and Sid Turcotte Park can repossess the site and terminate this contract. Sid Turcotte Park will not unreasonably withhold permission for you to travel or vacation during the season.
21. **Occupancy.** It is agreed and understood that the primary use of the site is for recreational purposes that you must occupy the site with a trailer and a "trailer" shall include RVs and Campground Model Trailers as defined by the C.S.A. Standards Z.241. The aforementioned trailer is to be maintained road worthy at all times. This is not a lease of real estate. The camper is not a Tenant. This is a license to use the campground and its' public facilities.
22. **Site Maintenance.** Your site is to be kept clean, clutter-free and free from garbage, and other debris such as, but not limited to, expired propane containers, unused planters, and broken (unusable) furniture.
23. **Termination.** You hereby authorize and direct Sid Turcotte Park, upon termination of this contract for any reason, to act as the agent for the securing and/or removal of any of the property from the site, or elsewhere in the campground and Sid Turcotte Park shall not be liable for any damages thereby occasioned. In the event of any default of any of the terms and conditions of this agreement, Sid Turcotte Park shall have the following rights:
 - i) After fourteen days prior written notice (delivered or deemed received under the terms of this contract) to re-enter upon the above site and repossess the site.

