

N.E.T CAMPING RESORT – Seasonal Rules & Regulations Contract

This Agreement is NOT a lease of real estate & shall be used for seasonal and temporary periods of time for recreational vacation purposes. The applicant camper is NOT a tenant & further agrees that he/she & all guests will maintain permanent residence elsewhere.

Payment Schedule: Payment in FULL is required by April 15th each year. Campers cannot enter the park until their accounts are paid in full unless they are enrolled in the payment plan. Gate cards will be reactivated upon payment in full or enrollment in the payment plan. The payment plan consists of 2 equal payments. The 1st installment must be paid no later than April 15th for no less than ½ of the balance owing. The 2nd payment for the remaining ½ is due no later than May 15th. A \$75 Administration fee will be charged upon acceptance into the payment plan. If you are approved for the payment plan you MUST provide in advance, 2 cheques, for the full amount of the balance due on your invoice. For those not on the payment plan, payment can be made during the winter months by submitting post dated cheques, bringing cash when prearranged or by calling in a credit card number. All accounts will incur a \$75 per month late fee for any amount owing on their accounts after April 30th.

Winter Storage & Notice of Departure: The winter storage fee paid during the previous fall will cover you until March 15th. If notice of departure is not given by Mar15th then your full deposit is non-refundable. Should you provide notice of departure on or before Mar 15th and your site is vacated and clean and free of all debris and garbage by Apr 15th, then your full deposit will be refunded to you, minus an Administration Fee of \$175. The site must be clean and free of all debris & garbage must be removed. Should your trailer be removed and the site not cleaned, an additional amount of \$175 will be deducted from your deposit for clean up and removal of any items. Gate cards will automatically be deactivated on Nov 1st of each year. If you wish to enter the Resort to check on your trailer during the winter, you must park your vehicle outside the gate and walk to your site. This can be done during daylight hours only.

Insurance: NET Camping Resort shall not be liable for acts of theft, burglary, vandalism or for any damages caused by natural elements. You are solely responsible for safeguarding your possessions. You must maintain full property insurance coverage for the entire year, or term of contract, & not just the summer or winter months.

Visitors: Season passes are non transferrable. Gate cards are non transferrable. Your visitors MUST pay the designated fee to enter the park. The names submitted on the Seasonal Information & Compliance Agreement and paid for each season are the only individuals that are paid to be on your site. All others must pay the applicable rates to enter the resort, whether you are present or not. All day visitors must

leave by 11pm, and overnight guests must check out by 11am the next day. Noncompliance will result in a penalty of double the visitor's rate applied to your account, or alternatively for repeated breach of contract this will result in termination of this agreement. Gate Cards are to be used by the registered camper only, they are not to be used to let your visitors in to avoid paying the required fee, If passing of cards or using your card to allow visitors to enter takes place, you will be evicted!

Site Maintenance: All seasonal sites must be kept clean & maintained at all times or an additional maintenance fee will be charged. The Applicant Camper agrees that the Park Owner and/or its staff or agents shall have access to the Campsite for the purpose of Campground Resort Maintenance, operations, servicing, development and supervision. Only white water hoses are permitted to be hooked up to the water source leading to your trailer. Fences are NOT permitted. All site changes including but not limited to: cement work, decks, patios, fireplaces, etc. Removals of the same must be approved by management. Any trees or shrubs planted on the campsite become the property of the Park Owner and shall not be removed by anyone other than the Park Owner from the Campsite. Storage of junk or a collection of miscellaneous articles on a site, which distracts from the appearance, will not be tolerated. Tampering with any park property (i.e.: breakers, phones, structures, etc.) will lead to eviction. This includes anyone registered to your site. All tree cutting is prohibited. Never tie or insert nails into trees. No car washing or lawn watering permitted. Trailers are to be washed during the week only due to water pressure and availability. In the event of a water restriction or ban, all outdoor watering will be prohibited. No digging on site unless prior authorization has been obtained from Management. There is a danger of striking underground wiring and/or water pipes. If this is not followed, seasonal campers will be charged for any damages/repairs.

Golf Carts: Your cart must be registered at the Office with a valid copy of insurance each season. Please see office for details& applicable fees/rules.

Lawns: Mowing and hedge trimming on seasonally contracted sites is to be done with your own maintenance equipment between 8am to 8pm. Lawn watering is prohibited. Grass exceeding 5" will be cut and billed to the site. If we notice that your site is in need of mowing, we will mow and charge \$25 + HST per occurrence.

Vehicles: Speed limit is under 10km/hr. The total amount of vehicles allowed on each site at any time is 2. Vehicle parking should be on your own site only. Motorized vehicles may only be driven by those holding a valid government issued driver's licence. Those young drivers that hold a G1 license MUST be accompanied by a fully licensed driver the same as they would out on the road. If you switch vehicles, make sure the office is aware of any new vehicles that you may have added. No one is to park on any empty site, which is not their own. ATV's, Dirt Bikes and Battery Operated Vehicles (even toy ones) are not permitted.

Trailer Sales: The Applicant Camper shall not sell, transfer, lease, sublet or assign the Campsite or the trailer on the Campsite and/or their right to occupy the Campsite without Management Approval. Management has the right to withhold consent at its absolute discretion. NET Camping Resort is an

exclusive dealership for Niagara Trailers & Sicard Holiday Campers. All trailer upgrades must be purchased through these two dealerships. Please see office for further details. "For Sale" signs are NOT permitted on the trailers or sites within the park. All trailer sales within the park must be marketed through office and are subject to an \$1000 Transfer of Ownership fee if you are selling your trailer on site. Website, online and in Office marketing is included in the fee above with 1 change per month or 4 changes per season being allowed to your online ad. No trailer that is visually unappealing or that is in poor condition will be allowed into the park, or if already in the park will not be allowed to be transferred or sold on site. Usually, trailers which are more than 15 years old are not permitted. This clause is open to management discretion.

Pool Hours: The pool is open from 10am to 8pm daily in July & August, weather permitting. June pool hours may be reduced. No swimming after dark. The pool season runs from the 2nd Friday in June to Labour Day Monday in September. A parent must always accompany small children when they are in the pool area, and remain within arm's reach. Be sure to read and obey all pool rules before entering the pool area and water. Parents should explain the rules to their children if their children cannot read. The lifeguards are to be obeyed at all times.

Conduct: All children & teenagers must be accompanied by a parent to stay at their trailer overnight. All CHILDREN & TEENAGERS MUST BE BACK ON THEIR SITE BY 10pm. Use of the playground after dark is strictly prohibited! Consideration of your neighbours is expected. Quiet Time is 10pm to 8am. Loud parties and profane language will not be tolerated. If a dance is taking place, quiet time is pushed to 12am. Inappropriate conduct may result in the termination of your Seasonal Contract. Provincial Law – You cannot drink any alcoholic beverages, other than at your residence, such as a tent, trailer or within a 30ft radius of them. Off site consumption of alcohol is prohibited. Fireworks will be permitted only on holidays weekends and in designated areas only. Please see the Office for more details. Anyone caught disregarding park policy will face eviction. Campfires must be in pits only, and kept to a reasonable and safe size. A reminder that it is illegal to burn pressure treated lumber. No wood is to be chopped or split after the stated quiet time.

Sheds: Shed size is not to exceed 8X8, Colour White or Off White, Material Vinyl. **METAL SHEDS ARE PROHIBITED.**

Decks: Decks are to be no longer than the length of your trailer and no wider than 12 feet. They are to be stained only natural wood colours. No add-on-rooms or decks are to be built in the park without consent from Management. Add on rooms are to be professionally done. Homemade rooms and homemade hardtop awnings are not permitted.

Pets: All pets must be kept on a leash, under control, and picked up after at ALL times. Pets are not allowed in the swimming area. No pets are to be left alone at a site without supervision. They must be kept relatively quiet. It is the owner's responsibility to make sure that their pet's vaccinations are up to date and that their pet poses no threat to the public. If these rules are not followed, the pet will not be

allowed into the park. 3 dogs maximum per site. Cats are also bound by these terms. If you have a cat it also must remain on a leash or chain at all times, it cannot be left to wander the park.

Garbage: Seasonal Campers MUST bring their garbage to the bins at the back of the park (see map or office for location). Garbage refers to general household waste (kitchen waste, small items, etc). This DOES NOT include large items (lawn chairs, BBQ's, Mattresses, etc). You are responsible for large item removal from the park. Any garbage that does not fit into plastic bags is the responsibility of the camper. Leaves and yard waste are to be left in paper or clear bags at the end of your driveway. Please do not place leaves in the garbage bins. Household garbage/waste that is left at the end of your driveway will NOT be picked up. It will be placed back on your deck or at your door.

Mail: Any received mail which is not for N.E.T Camping Resort will be returned to sender. You are NOT permitted to use the address or mailing address of N.E.T Camping Resort in order to receive any mail, and as well, using our address for any legal means is **STRICTLY PROHIBITED**. This includes but is not limited to the use of our address for such things as; **Driver Licenses, Health Card, Canada Revenue Agency, etc.**

Picnic Tables: 1 Picnic table is supplied per site. Please do not take picnic tables from any other sites even if they appear to be vacant. Be sure to never staple, glue or permanently wrap picnic tables with any materials. If a table cloth is desired, it may be affixed to the table with clamps, which can be removed in the winter.

Termination/Early Departure Clause: The campground reserves the right to evict any individual or group without refund. If Management feels refunds are appropriate, all articles belonging to the party must exit the park and the site must be left clean and free from any debris. No deposits or refunds will be given until the site is clean. Only at that time, will a refund be issued, worked out from the formula below. This formula will also apply to Seasonal Campers who sell their trailer after the season has already started and who are NOT including the paid season fees in the selling price.

Weeks trailer is on site X Weekly Rate – Amount Paid = Refund Amount

Any individual or groups who have been evicted from the park will not be allowed re-entry. Any seasonal allowing such person on their site will face immediate eviction without recourse or refund.

Privacy Policy: Personal financial information in the campgrounds files is for the express use of the business and shall not be disclosed to anyone else. I agree that the campground office may release my name & camp site number to campground visitors if specifically requested.

Release: The Applicant Camper, eligible campers and guests, for themselves, their heirs, executors, administrators, successors and assigns HEREBY RELEASE, WAIVE AND FOREVER DISCHARGE N.E.T

Camping Resort, the Campground Owners, its agents, servants, successors and assigns OF AND FROM ALL CLAIMS, demands, damages, costs, expenses, actions and causes of action, whether in law or equity, in respect of death, injury, loss or damages HOWEVER CAUSES arising or to arise by reason of occupation of the Campsite and use of the Campground Resort or otherwise, whether prior to during or subsequent to this AND NOT WITHSTANDING that the same may have been contributed to or occasioned by the negligence of any of the aforesaid. The Applicant Camper further undertakes on his/her own behalf and on behalf of the eligible campers and guests to indemnify all of the aforesaid from and against any and all liability incurred by any or all of them arising as a result of in any way connected with the license. The Applicant who uses or stores his/her trailer, in any month, at NET Camping Resort realizes that it is done entirely at the Applicants risk.

By signing the Rules & Regulation Form, you are agreeing that you have read this document in its entirety and agree to be bound by its terms.

This Agreement signed the ____ day of _____, 20____, at Vineland Ontario.

Name of Owner (print)

Signature of Owner

Name of Occupant 1 (print)

Signature of Occupant 1

Name of Occupant 2 (print)

Signature of Occupant 2

Name of Witness (print) Signature of Witness Address and contact number/email