



STAFFORD LAKE RESORT

190057 Twp Rd 9-2, Lethbridge County, AB ToKoBo

P: 403-634-4997

www.staffordlakeresort.ca

staffordlakeresort@gmail.com

Terms and Conditions

Between: STAFFORD PARK OP CO LTD.
("The Park")

- and -

("The Guest")

By signing below you agree to all the Terms and Conditions

1. **License.** In consideration of (the "Fee") set forth in "Schedule B" paid by the Guest to the Park, the Park grants to the Guest a non-exclusive license to access and use the Site from:
 - a. **May 10, 2024** (the "Commencement Date") to:
 - b. **Sept 15, 2024** (the "Ending Date"),
 - c. (collectively, the "Term") on the terms and conditions contained in these terms (the "License"). In addition to the Site, the Guest will have non- exclusive access and use, in common with others so entitled, to all common areas within the Park (the "Common Area") and use of the boat launch area (the "Boat Launch") without additional charge. The RV Site Park Plan set out on Schedule "A" attached hereto and forming a part hereof provides a general overview of the Common Area and the

Boat Launch.

2. **Deposit and Fee Payment.** The Guest has paid, or will pay, to the Park:
 - a. A non-refundable deposit of **\$500** by **Oct 15, 2023** to hold the Site for the Guest until payment of the balance of the Fee (the "**Deposit**"); and
 - b. on or before **March 31st 2024**:
 - i. a further sum of the balance of the Fee as set forth in "Schedule B"
3. **Use and Services.** The Guest will not use or permit all or any portion of the Site to be used, for any purpose other than for seasonal recreational enjoyment as described in these terms. Areas outside of rental site is open for the public. Any attempt to secure more area outside of designated trailer area or limit public use will be considered breach of contract.
4. **Trailer and Use.** The Guest will be entitled to park and use one Recreational Vehicle or Park Model Trailer (as defined by the C.S.A. Standards Z-241) on the Site. Guest specifically agrees that the Site will not be used as a permanent or temporary residential address.
5. **Family Guests and Visitors.** Only the Guest and their family unit living in their primary residence (parent(s), children and grandchildren under 18 years) ("**Family Guests**") may use the Site, provided the Guest is not in default of any of these terms. The Guest agrees to ensure any Family Guests and Visitors abide by these terms. Visitors are required to pay for entrance to the park. No greater than eight (8) persons may visit an Guests Site at a given time, unless all such individuals are members are the Guests Family Guests.
6. **No Modification.** No add-ons, additions, modifications or improvements will be incorporated on the Site or within the Park without prior written approval of the Park. If such approval is granted, such add-ons, alterations, additions, modifications or improvements must be incorporated so as not to impede the expeditious vacating of the Site and removal of the Guests property or the property of any Family Guests. For greater clarification, Park approved modifications or improvements must be removed by Guests by the Ending Date or the Default Date, whichever comes first.
7. **Sales and Business.** The Guest acknowledges and agrees that no sales activities or business of any kind will be advertised or conducted on the Site or Common Area.
8. **Credit Card on File:** The Guest agrees to allow the Park to store their credit card on file in the case of unpaid charges to the Guests Account. Attached to this contract is a "Credit Card On File" document to be filled out. Guests will be notified by phone or email before any charges are made on the Guests credit card.
9. **Contractors.** The Guest will not carry on or permit to be carried on by any Family Guests, any work, labour or services within the Park unless such work, labour or services are carried on in accordance with all applicable laws and/or regulations and has been approved in writing by the Park. If requested by the Park the Guest will provide the Park a true copy of worker's compensation insurance coverage, if applicable, and/or any insurance for personal injury and property damage the Park determines, in its sole discretion, is required.
10. **Rules and Regulations.** The Guest hereby acknowledges receipt of and agrees to be bound by the terms and conditions of the rules and regulations of the Park described on Schedule "C" attached hereto and forming a part hereof (the "**Rules and Regulations**"), or as may be reasonably established at the discretion of the Park from time to time. The Guest hereby undertakes and agrees to inform any Family Guests or other Visitors attending at the Site as to the Rules and Regulations. The Guest is responsible for the observance of the Rules and Regulations personally or by any Family Guests or other Visitors attending at the Site or in the Park with the Occupant's permission or knowledge.
11. **Registration.** The Guest will not register this reservation, notice of this reservation or any other document related to the reservation nor any notice of those documents against the title to the Park, including without limitation the Site, Common Area or Boat Launch. The Guest will be responsible for payment to the Park for its out-of-pocket expenses incurred by the Park in connection with discharging of any such registrations.
12. **Taxes and Assessment.** The Guest will pay in addition any taxes, assessments, levies, or fees imposed on the Park by any authority on or as a result of any equipment, fixtures, improvements, furnishings or vehicles erected, placed or left on the Site or the Common Area by or on behalf of the Guest or any Family Guests which additional charges will be payable immediately upon receipt of any notice or demand for payment received by the Park and conveyed to the Guest.
13. **Applicable Laws.** The Guest agrees to abide by, and comply with, any municipal, provincial or federal laws and regulations applicable to the Park and use of the Site, Common Area and Boat Launch.
14. **Dock/Beach/Buoy Use.** The Guest acknowledges that the use of the Dock/Beach/Buoys are at their own risk and the Park cannot be liable for any claims, penalties, loss, damage, or expenses arising with the use of such amenities.

15. **Site Sales.** The Park reserves the right to act as the exclusive sales agent within the Park with respect to Site license, Boat Launch and Park use sales.
16. **No Renewal.** The Guest expressly acknowledges that campsite reservation does not include a right to renew the license and use granted herein and the Guest will vacate the Site and Park at the Ending Date or Default Date (as defined below), whichever comes first.
17. **Park Closure.** The Park will be closed on **Sept 16th 2024**, and the Guest will not be entitled to access or use the Park, including the Boat Launch, Common Area and the Site during thattime.
18. **Environmental.** The Guest shall not cause or permit any Hazardous Substances to be brought upon, kept or used in or about the Site or Park by the Guest or his/her guest, without the prior written consent of the Park. "**Hazardous Substances**" means any hazardous or toxic substance, material or waste which is or becomes regulated by St. Mary's River Irrigation District ("**SMRID**"), any local governmental authority, the Province of Alberta, or Canada.
19. **Trespass.** Entry to the Park is permitted only for activities conducted in accordance with these terms, including the Rules and Regulations as they exist from time to time, and all other activities are prohibited in accordance with the provisions of *The Trespass To Premises Act*, R.S.A., 2000 c. T-7 (the "**Trespass Act**"), as amended from time to time. Failing to leave the Site and Park immediately following notice to the Guest of their failure to adhere to the terms and when directed to do so by the Park as per Clause 18 or otherwise will be a violation of the Trespass Act and the Guest may be prosecuted in accordance with its provisions.
20. **Default.** Without restricting the remedies that may be available at law or equity to the Park, if the Guest is in default of any of these terms and conditions, the Park will have the following rights:
 - a. to immediately on such date or on any date thereafter (the "**Default Date**"), deny the Guest access to the park without notice and re-enter upon the Site and repossess it;
 - b. to retain the Deposit plus the Fee as liquidated damages, representing a genuine pre-estimate by the parties of the cost for the Park to re-license the Site for the balance of the Term;
 - c. to sue for any overdue payments or damages arising out of a breach of these terms together with interest and legal costs, and any other costs of any nature or kind which may be incurred in repossessing the Site and collecting overdue payments or damages;
 - d. to seize any goods or property of the Guest or any Family Guests or other Visitors on the Site or elsewhere in the Park subject to any applicable provisions of law and to remove and sell the same to recover any monies or damages owing;
 - e. to bar the Guest, any Family Guests or other Visitors from attending at the Site or anywhere else in the Park with the Guests permission from:
 - i. staying past 10:00 p.m. on any day;
 - ii. entering before 9:00 a.m. on any day; and
 - iii. attending or participating in any other activities permitted in the Park, including without limitation use of the Common Area or the Boat Launch.
21. **Rights on Repossession.** If the Site is repossessed by the Park under the terms and conditions, any goods including any Trailer that the Guest has left on the Site will be deemed to be a "motor vehicle" as defined by the *Garage Keepers' Lien Act*, RSA 200, G-2 (the "**Act**"), and may be seized in accordance under the Act. The Guest will be responsible for any storage costs and moving costs incurred, together with any outstanding charges or any other monies due under these terms and the Owner may recover costs and/or monies owing in accordance with the provisions of the Act.
22. **Removal of Property.** Upon failure of the Guest to adhere to the terms and conditions, the Park is expressly authorized and directed to act as the Guests agent for the purposes of securing and/or removal of any of the Guests property or property of any Family Guests or other Visitors from the Site or Common Area at the sole cost of the Guest. The Park will not be liable for any damages resulting from acting as agent of the Occupant in securing or removing the Occupant's property or property of any Family Guests or other Visitor.
23. **Risk.** The Park assumes no responsibility for any loss through fire, theft, collision or otherwise to trailers, additions, improvements or cars or their contents, regardless of cause. The Guest agrees that the use of the Park, including the Site, Common Area and Boat Launch is solely at the risk of himself/herself, Family Guests and other Visitors. The Guest, on behalf of himself/herself, Family Guests and other Visitors, their respective heirs, executors, administrators, successors and assigns HEREBY RELEASES, WAIVES AND

FOREVER DISCHARGES the Park, its directors, officers, agents, servants, successors and assigns ("Park Parties") 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 to himself/herself or Family Guests or other Visitors or their property HOWSOEVER CAUSED, arising or to arise by reason of use or occupation of the Park, including without limitation, the Site, the Common Area and Boat Launch or otherwise, whether prior to, during or subsequent to the Term AND NOTWITHSTANDING that the same may have been contributed to or occasioned by the negligence of any of the Park Parties. The Guest further undertakes on his/her own behalf and on behalf of any Family Guests or other Visitor to indemnify all the Park Parties from and against any and all liability incurred by any or all of them arising as a result of or in any way connected with the subject matter of these Terms and Conditions.

24. **Notice.** The address for notification to the Guest of notice to be given under these Terms and Conditions, or otherwise, will be at the permanent home or business address of the Guest as set out above, unless written notice of a change has been delivered to the Park. Any notification pursuant to the terms will be deemed to have been received five (5) working days after it is mailed by regular mail.
25. **Assignment.** The Terms and Conditions herein is personal to the Guest and may not be assigned without the express written consent of the Park, which consent may be unreasonably withheld.
26. **Waiver.** A waiver of any one or more of the terms or conditions herein contained by the Park will not be deemed to be a waiver of any of the other terms and conditions other than those specifically waived in writing.
27. **These Terms and Conditions,** including the Schedules hereto, will constitute the entire terms between the parties. There are no representations, warranties, conditions or collateral agreements affecting this document other than as expressed herein in writing. These terms will be read with all changes of gender as required by the context.

These Terms and Conditions signed at Stafford Park Alberta will be binding upon the heirs, executors, administrators and permitted assigns of the parties hereto.

- I, the named Guest for the specified site acknowledge providing the personal information pursuant to these Terms and Conditions confirm the accuracy of the same. I, the named Guest consent to the disclosure of this personal information for the use by the Park as required from time to time to administer and these Terms and Conditions
- I, the named Guest herein acknowledge that these Terms and Conditions are governed by the laws of the Province of Alberta. I further understand that the Alberta Courts are the Court of exclusive jurisdiction in the event of any Court action between the parties.
- I, the named Guest herein acknowledge that providing a copy of my drivers' license is voluntary and that this information may be retained. I have been given the option of redacting any information in the photocopy which I do not consent to the collection, use or disclosure of. I hereby consent to the collection, use and disclosure of the information on the photocopy of my drivers' license that I have not chosen to redact for purposes that are reasonable to the Parks operation of the Park.

SCHEDULE "A"

Stafford Lake Resort

403-634-4997
staffordlakeresort@gmail.com

Summer 2021

----- No Wake Zone ----- No Wake Zone -----

2021 Rates

\$3500/season ■ Power, Water, Sewer, Irr
Plus Gst

\$3100/season ■ Power, Irrigation
Plus Gst

\$25/mon-thurs ■ Daily Dry Group Sites

\$30/fri,sat,sun

\$25 - Water sewer pickup

\$150/season - Vehicle & boat Launch

\$100/season - Vehicle

\$15 - Vehicle & boat launch day

\$10 - Vehicle day

Cash / Credit Card / E-Transfer

Park Rules

Hours of operation 10am to sunset

Alcohol is not permitted on the beach and public use areas

No littering in the park

Dogs must be on a leash and not on the beach or swimming area

Open May 20 - Sept 20

SCHEDULE "B" FEES

2024 Rates

- \$500 deposit is due by Oct 15, 2023
- Full payment is due by March 31, 2024
- We recommend all fees be paid by E-transfer
- All payments made by **credit card** are subject to a **3% transaction fee.**

SITES	AMOUNT	GST
LAKE FRONT <small>(30amp power, water, sewer, irrigation)</small>	\$3,400.00	\$170.00
LAKE VIEW <small>(30amp power, sewer delivery \$25, irrigation)</small>	\$3,000.00	\$150.00
DRY SITE <small>(sewer delivery \$25)</small>	\$2,500.00	\$125.00

Included with each seasonal site:

- Boat launch access
- 2 each RFID vehicle passes

Golf Cart Registration	\$100/cart
Water Sewer Delivery	\$25, Tuesdays and Thursdays, Emergency \$40
Sewer pull cart	\$5
Firewood	\$10
Fuel Station (premium)	\$0.10 above the local fuel prices
Lawn Care (water/mowing)	\$35/month
RFID Tag	\$15/vehicle, seasonal guests get first 2 Tags free
Visitor Overflow Camping	\$25/night
Boat Launch Access	\$200/season/watercraft, seasonal sites get first 2 watercraft free
Extended Family Pass	\$10/day \$100/season, RFID tag \$15, seasonal gate, beach gate
Visitor Pass	\$15/day \$150/season, RFID tag \$15, seasonal gate, beach gate
Beach Parking Lot	\$15/day \$150/season, RFID tag \$15, beach gate
Power meters	\$0.35/kwh

SCHEDULE "C"

RULES AND REGULATIONS OF THE PARK

1. **ALCOHOL:** Alcohol is prohibited from public common areas and only allowed on your site.
2. **BEACH PARKING / BOAT LAUNCH HOURS:** 9am-9pm
3. **BEACH:** Swimming is at the Guests own risk. There is no lifeguard on duty.
4. **CANNABIS:** Cannabis is restricted in the Park
5. **DATES:**
 - a. Fall Deposit – **Oct 15, 2023**
 - b. Full Fee Due by – **March 31, 2024**
 - c. Opening Day – **May 10, 2024**
 - d. Closing Day – **Sep 15, 2024**
6. **E-BIKES:**
 - a. E-bikes are allowed in the park on roads only
 - b. Speed limits for are the same for vehicle 10 km/hr, Any guest exceeding these speed limit will lose their e-biking privileges.
7. **ENTRY AND USE OF FACILITIES:** The park reserves the right to:
 - a. Determine who may and who may not enter the park
 - b. Control who may use which facilities.
 - c. Eject any Guests or visitors who, in the opinion of the Park, are undesirable.
8. **FIRES:** Fires are permitted, provided that:
 - a. Contained in a fire pit ring elevated 18" off the ground
 - b. There is no fire ban posted by the county of Lethbridge.
 - c. Fires must be out by 11 pm
 - d. Fireworks are not permitted within the park
9. **FUEL:**
 - a. Fuel station is premium fuel
 - b. Fuel will be charged at \$0.10 above local fuel prices
 - c. The Guests site must have a credit card stored on file before a fuel account is set up. Credit cards will only be charged if payments are not made and your site is notified by email first.
10. **GARBAGE:** Do not put grass clippings in garbage bin. Put them in the compost pile
11. **GASOLINE STORAGE:** Farm-type slip tanks are not permitted for use in the park
12. **GOLF CARTS:**
 - a. The use of golf carts are restricted to designated roads. Carts are not permitted after 11pm.
 - b. A valid drivers license is required to operate golf carts within the park.
 - c. **Proof of insurance including liability coverage** is required prior to use within the park.
 - d. Each golf cart will be issued a permit # that must be visible on the vehicle.
 - e. The number of persons on the cart must be limited to the seating capacity.
 - f. OHV vehicles are not permitted within the park
13. **GUESTS – FAMILY – VISITORS**
 - a. The term "Guest" includes:
 - i. The party signing the contract
 - ii. The Guests parents/grandparents
 - iii. The Guests children who are living in your primary residence
 - iv. All Guests and their vehicles must be registered to your site to receive a campground gate RFID Tag.
 - v. Campground gate access fees and boat launch gate fees are included in your seasonal rates

- vi. RFID tags are charged at \$15/tag. Each site comes with 2 free RFID Tags to start the season.
 - b. The term "Extended Family" includes:
 - i. Members of the Guests extended family not living at home
 - ii. Campground access gate fees are \$10/day, \$100/season, \$15/RFID tag if required.
 - c. The term "Seasonal Visitor" includes:
 - i. Non family visitors that may visit a Guest site.
 - ii. Campground access gate fees are \$15/day, \$150/season, \$15/RFID tag if required.
- 14. **NOISE:** Quiet time is from 11:00pm to 8:00am
- 15. **PARKING:**
 - a. 2 vehicles and one watercraft may be parked on a Guests site.
 - b. Guests may not park vehicles /boats / trailers on another sites property or on the roads.
- 16. **PETS:**
 - a. Only 2 family pets allowed on a leash at all times
 - b. No pets on the beach
 - c. The Park reserves the right to remove or ban unruly, loud or misbehaving pets from the Park
 - d. Pets must be cleaned up after at all times.
- 17. **QUIET HOURS:** 11pm-9am
- 18. **REMOVAL FROM PARK:** The Owner or Park Manager will at all times have the right to control and prevent access to the Park to all persons, and to eject without notice, any person or persons, who become offensive, objectionable, or create or cause a nuisance or disturbance. Any Occupant who allows a person or persons, whom are banned from the Park onto their Site, will have their site access terminated immediately and without refund. All Occupants' Family Guests and other Visitors must be registered at the office.
- 19. **SALE:** The park does not permit for sale signs in the park
- 20. **SITE CLEANUP AND RV REMOVAL:**
 - a. Trailers that are not removed by the closing day will be charged **\$50 per calendar day** until they are removed.
 - b. All belongings must be removed by the closing day. **Anything not removed by the closing day will become property of the Park.**
 - c. **This includes decks/sheds** etc. If your deck is left on the site after closing day then the deck becomes property of the park.
 - d. Any deck left on a site may be used by the new leaseholder for the summer term.
 - e. The lease is for a single summer season. The Park is under no obligation to renew a Guest to a specific site or even renew a lease for the next season.
 - f. After the closing date of the park Guests will not be permitted to return to the park to collect left belongings.
- 21. **SEWER CONNECTIONS:** To meet health and safety codes, sewer hookups must be watertight.
- 22. **SITE IMPROVEMENTS:**
 - a. Any alterations or additions to the Sites must be agreed to by Park in writing, prior to construction or installation.
 - b. A site plan and written description of the proposed Site improvement must be submitted to the Park for approval.
 - c. Any damage to utilities will be at the Guests expense.
 - d. Decks:
 - i.
- 23. **SITE MAINTENANCE:**
 - a. The site is to be kept in a neat and clean state; this includes mowing the lawn areas on the site.
- 24. **SPEED LIMIT:** The park speed limit is 15 km/hr
- 25. **TRESPASSING:** Guests may not trespass on another Guests site.
- 26. **VERBAL/PHYSICAL:** the Park has a zero tolerance policy regarding all physical and/or verbal abuse towards the Owner, Park Manager, staff and volunteers, other Guests, Family Guests and other Visitors.
- 27. **VIOLATION OF RULES:** To ensure a pleasant stay at the campground for all guests:
 - a. Any violation of a rule may result in a Guests breach of contract and removal from The Park.

WATERCRAFT REGISTRATION

- Boat launch fees are free for seasonal Guests
- Non-seasonal boat launch fees are \$20/day or \$200/season pass
- One Boat RFID Tag is free with each site. Additional RFID Tags are \$15/each

	Watercraft 1	Watercraft 2
Name of Owner:		
Site #:		
Make/Model/Year/Color		
Trailer License Plate #		
Boat Registration #:		
RFID Tag #:		

GOLF CART REGISTRATION

- Golf cart registration fees are \$100

	GOLF CART 1	GOLF CART 2
Name of Owner:		
Site #:		
Make/Model/Year/Color		

CREDIT CARD AUTHORIZATION

Credit card authorization is only required for the use of:

- Campground fuel
- Concession credit.

Credit Card Authorization Form

Please complete all fields. You may cancel this authorization at any time by contacting us. This authorization will remain in effect until cancelled. This information will be processed by Square, Inc. and may be stored in the United States and other countries.

Credit Card Information	
Card Type:	<input type="checkbox"/> MasterCard <input type="checkbox"/> VISA <input type="checkbox"/> Discover <input type="checkbox"/> AMEX <input type="checkbox"/> Other _____
Cardholder Name (as shown on card):	_____
Card Number:	_____
Expiration Date (mm/yy):	_____
Cardholder Postal Code (from credit card billing address):	_____

I, _____, authorize _____ to charge my credit card above for agreed upon purchases. I understand that my information will be saved to file for future transactions on my account.

Customer Signature

Date