

Wabamun Marina & RV

RV Lot # _____

1.0 RENT, TERM AND CONDITION

1.1 From May 15th, 2019-until October 20th, 2019 the RV/Trailer owner shall pay the Marina for the use of the RV lot, together with provided utilities (if any) and a license to use adjacent area, the following fee (the Rent) payable in advance and no later than April 15, 2019.

(1) For the period from May 15th, 2019 to October 20th, 2019 inclusive, \$3,672.00 (based on payment by credit card and includes GST and sur charge). \$3,570.00 if paid by check or cash and includes GST.

1.2 Subject to section 1.03, in the event the Marina disposes of its interest in the Marina property by way of transfer or otherwise, the Marina agrees to extract a covenant from any subsequent transferee of the Marina property to lease the RV lot to the RV/Trailer owner on the terms and conditions contained herein, including the obligation to extract such a covenant from any subsequent transferee.

1.3 If the rent or any part of it remains unpaid for 30 days after the day upon which such rent ought to have been paid or if the RV/Trailer owner has breached any term of this agreement the Marina may terminate this rental agreement forthwith upon written notice to the RV/Trailer owner. Such notice to detail the cause or causes of termination.

Read Section 1.0 Initial: _____

2.0 AMENDMENT OF TERMS AND CONDITIONS

2.1 The Marina shall not be entitled to alter or amend Section 1.02 without the prior written consent of the RV/Trailer owner, however, the Marina shall be entitled unilaterally to alter or amend all other terms and conditions of this rental

agreement from time to time by:

- a) Written notification to the RV/Trailer owner and
- b) Prominent publication of notice on the Marina grounds.

Read Section 2.0 Initial: _____

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3.0 RV/TRAILER OWNER'S LIABILITY AND INDEMNITY OF MARINA

3.1 The RV/Trailer owner covenants to exercise due care in occupation of the RV lot and to vacate the RV lot in good condition. Wear and tear occasioned by normal use is excepted.

3.2 The RV/Trailer owner shall at your RV/Trailer owner's own cost, make good to the satisfaction of the Marina any damage or injury caused to the Marina property arising from or caused by the RV/Trailer owner or the RV/Trailer or the RV/Trailers use of the RV/Trailer.

3.3 The RV/Trailer owner shall indemnify and hold harmless the Marina from and against all claims, actions, proceedings, damages, and liabilities including any legal fees arising from or connected with the RV/Trailer owner's possession and use of the RV lot

3.4 Without limiting the generality of section 3.03. the RV/Trailer owner does hereby acknowledge and agree that should any member of the RV/Trailer's family or visitors brought or invited to the facilities operated by the Marina by the RV/Trailer owner or a member of the RV/Trailer owner's family suffer injury or loss to their person or property of any nature or kind whatsoever , the RV/Trailer owner will indemnify the Marina and each of its members, officers, directors or employees, independent contractors or agents(collectively referred to in section 3.0 and 4.0 of this agreement as the Released Parties)for any and all damages that may be awarded against them, including those which may be awarded pursuant to the Occupier's Liability Act Chapter 3 Statutes of Alberta or similar or analogous legislation.

3.5 Without limiting the generality of section 3.03the RV/Trailer owner further agrees that if the RV/Trailer owner brings to the facilities operated by the Marina property which belongs to someone other than the RV/Trailer owner and loss or injury of any nature or kind whatsoever occurs to that property arising out of or connected with the property being on or adjacent to the facilities or property operated by the Marina, the RV/Trailer owner will indemnify the Released Parties against any and all claims made by any party based on that party's ownership of or interest in such property notwithstanding that such injury or loss may have been caused solely or partly by the negligence of the Released Parties.

Read Section 3.0 Initial:_____

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4.0 LIMITATION OF THE MARINA'S LIABILITY

4.1 The RV/Trailer owner acknowledges that the RV/Trailer owner has inspected the RV lot and is satisfied that the RV lot is adequate for safe parking of the RV/Trailer. This contract is not a bailment of the RV/Trailer but a rental of the RV lot. The Marina employees will make reasonable efforts to contact the RV/Trailer owner and notify the RV/Trailer owner of dangerous conditions requiring the RV/Trailer owner's attention but the Marina assumes no responsibility for tending the RV lot or moving the RV/Trailer from the RV lot to which they are assigned.

4.2 The RV/Trailer owner does hereby release the Released Parties from all liability and does hereby waive as against the aforementioned any claim of action of any kind whatsoever in respect of personal injury or property loss which the RV/Trailer owner may suffer arising out of or connected with or operated by the Marina, or in the RV/Trailer owner's use of any facilities operated by the RV/Trailer owner, or the RV/Trailer owner's property, being on or adjacent to the facilities or property operated by the Marina, or in the RV/Trailer owner's use of any facilities operated by the Marina.

4.3 The RV/Trailer owner does hereby acknowledge and agree that while some of the risks and hazards involved with the use of the facilities provided by the Marina are foreseeable, others are not, and the RV/Trailer owner nevertheless freely and

voluntarily assumes such risk and hazard whether foreseeable or not and acknowledges that such risks and hazards shall be entirely the RV/Trailer owner's risk and the RV/Trailer owner understands that none of the Released Parties assume any responsibility whatsoever for the RV/Trailer owner or the RV/Trailer owner's property being on or adjacent to the facilities or property operated by the Marina, or for the RV/Trailer owner's use of any facilities or service provided by any of the Released Parties.

4.4 The RV/Trailer owner does hereby acknowledge and agree that this Agreement excludes any duty of care or other responsibility owed pursuant to the Occupier's Liability Act (Statutes of Alberta), and that the Released Parties, or any other party who may otherwise be liable for any losses or injuries suffered by the RV/Trailer owner or to the RV/Trailer owner's property pursuant to the Occupier's Liability Act (Statutes of Alberta), or similar or analogous legislation are hereby released from such liability.

Read Section 4.0 Initial: _____

5.0 TERMS AND CONDITIONS OF USE OF MARINA PROPERTY

5.1 The RV/Trailer owner shall use the RV/Trailer for pleasure and recreation only and no commercial ventures of any kind shall be undertaken from the Marina.

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- 5.2** The RV/Trailer owner shall not do or permit to be done in or on the RV/Trailer or on the Marina property any act or thing which in the opinion of the Marina shall or may be or grow to the annoyance, disturbance, or damage of the Marina or its grantees or licensees.
- 5.3** The RV/Trailer owner shall keep the area adjacent to the RV lot clean and litter free and nothing shall be stored thereon without the prior written permission of the Marina.
- 5.4** The RV/Trailer shall not be used as a residence.
- 5.5** The RV/Trailer owner, at all times, shall ensure that the RV/Trailer is safely secured on the RV lot.
- 5.6** The Marina allows for one motor vehicle to be kept on the RV lot while the RV/Trailer owner is renting the RV lot.
- 5.7** Only ordinary light maintenance shall be permitted on the RV/Trailer in the Marina. The RV/Trailer owner must notify the Marina in writing in advance of the employment of any outside commercial labor on the RV/Trailer.
- 5.8** Spray painting, welding and burning are strictly prohibited in the Marina area.
- 5.9** The RV/Trailer owner shall upon the request of the Marina, acting reasonably, remove the RV/Trailer from the RV lot whenever the Marina deems such removal for the safety of or the maintenance of the Marina area.
- 5.10** In the circumstances of emergency or in the circumstances when the RV/Trailer owner will not personally be able to move the RV/Trailer in a reasonable time pursuant to section 5.09 of this agreement, the Marina reserves the right to remove the RV/Trailer from the RV lot whenever the Marina deems such removal necessary for the safety or for the maintenance of the Marina area.
- 5.11** The RV/Trailer owner shall immediately notify the Marina of the necessity of repairs to the RV lot or any dangerous conditions requiring attention. The RV/Trailer owner shall not alter the RV lot without prior written approval of the Marina.
- 5.12** The RV/Trailer owner shall provide a copy of the insurance policy for the RV/Trailer to the marina management prior to April 15, 2019 and shall maintain adequate insurance for the RV/Trailer while the RV/Trailer is on marina property.
- 5.13** No failure of the Marina or its employees to enforce any of the terms and conditions of this agreement shall be considered to be a waiver of such term or condition in the absence of an expressed written waiver by the Marina.
- 5.14** RV/Trailer renter leaves early: Monetary funds non-refundable under any circumstances!!!!

Read Section 5.0 Initial: _____

Wabamun Marina & RV

RV Lot # _____

RV Lot Renters

Names: _____ & _____

Authorized Signature: _____ & _____

Title

Contact Numbers: Home: _____

Cell: _____

E Mail Address: _____

RV Year _____ RV Type _____

RV Color _____ RV Licence Plate # _____

RV Insurance Policy: Insured by: _____

RV Insurance Policy # _____

RV Insurance Policy Expiry Date: _____