

**PUNTLIDGE RV PARK
& CAMPGROUND
4624 CONDENSORY ROAD
COURTENAY BC
(250) 334-3773**

Long Stay Policy

THIS AGREEMENT MADE THE _____ DAY OF _____, 20____ (the "Agreement").

BETWEEN:

KFN REAL ESTATE LP (DBA) PUNTLIDGE RV CAMPGROUND (PRVC)

AND

Name: _____ (the "**Camper**")

Address: _____

Phone: _____

The Puntledge RV Campground charges a \$500.00 security deposit for your site. The \$500.00 will be returned to your credit card upon check out and after site inspection is completed, providing the site is approved as clean and tidy and void of any damage.

A Credit Card is mandatory to secure any Campsite Rental. Cash may only be used in the convenience store for food, retail items, etc. and NOT for campsite rental. In consideration of the payment of camping rates, covenants and agreements contained herein, the parties hereto agree and acknowledge the following:

1) CAMPING RATES

- a) The Camper must pay the daily rates set out in the Puntledge RV Park Winter Season Agreement. The Camper must pre-pay, in advance, the aggregate daily rate for the upcoming month. Payment must be made in full no later than 6:00pm on the first day of the month. If the Camper does not pay on time, the Camper will be subject to a fine of \$40.00. If the Camper does not pay by the third day of the month for which rent is due, the Camper must vacate the Campground by 11:00am on the third day of the month, or the Camper's camping unit will be towed at the Camper's expense.

- b) PRVC reserve the right to increase the daily rates payable by the Camper if hydro or water/sewer costs increase or if any other costs associated with operating the Campground increase.

1.1 PRVC reserves the right to evict the Camper if they do not comply with the terms and provisions of this Agreement. PRVC may

2) CAMPGROUND

2.1 The Camper acknowledges that Puntledge RV Campground (the "Campground") is a campground and the Residential Tenancy Act and Manufactured Home Park Tenancy Act do not apply to the Campground.

2.2 The Camper must not exceed the speed limit on the Campground of 5 km/h which is STRICTLY enforced. The Camper is also responsible for ensuring its guests obey the speed limit. Failure to obey the speed limit could result in the Camper, or its guests being asked to leave the Campground or a \$25 fee charged to the Camper's credit card.

2.3 The Camper must NOT have their mail sent to the Campground. Any mail sent to the Campground that is addressed to the Camper will be returned to the sender.

2.4 The Camper must not peddle, solicit or undertake any commercial ventures on the Campground unless authorized in advance by PRVC.

2.5 The Camper may only raise issues or complaints with the manager of the Campground on duty at the time.

2.6 The Camper must provide PRVC with signed waivers, in the form attached to this Agreement, for each person staying on the Camper's campsite, including the Camper's children and guests.

3) CAMPSITES

3.1 Specific campsites cannot be reserved or guaranteed for Campers and may need to be changed from time to time at PRVC's sole discretion.

3.2 The Camper must not have more than 2 adults and 4 children under the age of 18 staying on its campsite.

3.3 The Camper must ensure its campsite is clean and free of clutter and trash.

3.4 The Camper must not place tarps on trailers, have hot tubs or pools on the Campground or erect any permanent structures on the Campground. The Camper

is not permitted to use clotheslines or umbrella type clotheslines. The Camper may use temporary clothes racks that are put away after each use.

3.5 The Camper may have a maximum of one (1) licensed, plated, and insured vehicles on its campsite. The Camper must obtain permission from PRVC to park extra vehicles, including but not limited to motorcycles, cargo trailers, boats and utility trailers on its campsite and may be charged an additional rate of \$5.00 per day for doing so. The Camper must maintain all vehicles in good condition, with no leaks such as oil, anti-freeze, or any other substance that could contaminate the Campground. PRVC may, at its sole discretion, remove a vehicle from the Campground immediately if it does not meet these requirements.

3.6 When vacating the site for the off-season or permanently, the Camper must leave its campsite clean and free of debris, nails, wood or garbage. The Camper must remove all outdoor furniture or store it inside their camping units.

3.7 The Camper may only build decks on blocks (floating) and that can be easily moved if necessary. Decks must also fall under the original equipment manufacturer awning in length and width.

3.8 Any person, including the Camper, who releases their black or grey water tank will be fined \$100.00 and immediately removed from the Campground without a refund for any rates paid.

3.9 The Camper must not erect satellite dishes larger than 0.6m (2') on a campsite. All satellite dishes must be erected in such a manner so as not to impede the view from an adjacent campsite.

3.10 The Camper must not pour concrete, lay asphalt, or construct any masonry on a campsite.

3.11 The Camper must properly maintain its campsites. Proper maintenance includes, but is not limited to:

- a) keeping all areas of a campsite that are visible from any adjoining campsite, or any communal area, free of unsightly storage materials and in a neat and tidy condition;
- b) trimming excessive grass and weeds on the campsite;
- c) keeping its camping unit clean and in good repair with no unsightly areas exposed to view; and
- d) keeping all entryways and parking areas of campsites free of vegetation.

3.12 The Camper must lock all outdoor refrigerators, freezers, or like containers which may be accessible to children on the campsite.

3.13 If the Camper breaches any provision in this article 3, PRVC reserves the right to bill the Camper a cleanup fee of \$150.00 or more for labour and landfill fees and charge this fee to the Camper's credit card on file.

4) **CAMPING UNITS**

4.1 The Camper must register its camping units with PRVC. Registration must include the make of their trailer, model, registration #, and license plate #. The registered owner of the camping unit must sign any registration forms required by PRVC.

4.2 The Camper must ensure its camping units have current and valid insurance. The Camper must provide a copy of their insurance policy to PRVC which must include Third Party Liability so as to cover any damages caused by the camper to PRVC property or amenities.

4.3 No camping units will be permitted on the Campground until it has been registered with PRVC and a copy of the insurance policy for the camping unit has been provided to PRVC.

4.4 The Camper must ensure that:

a) its camping unit has working carbon monoxide detectors and smoke alarms;

b) its camping unit has met all safety requirements including propane, plumbing and electrical inspections;

c) its camping unit has grey and black water holding tanks with valves for dumping;

d) at all times it has a licensed tow vehicle capable of moving its camping unit on/off the campsite or the ability to pay to move its camping unit on/off the campsite; and

e) all propane devices (including propane tanks) used by the Camper comply with municipal, provincial and federal laws; and proof of compliance with this section 4.4 may be required by PRVC at any time.

4.5 Camping units must be under 12 years old or maintained and in good repair and approved at the sole discretion of PRVC. Prior to occupancy of a campsite, PRVC may inspect camping units or request that current photos of all sides of camping units be submitted by the Camper.

4.6 No mobile homes or tiny homes are allowed on campsites. PRVC reserves the right to deny accommodation to any person whose camping unit is deemed by PRVC to be unsuitable for the Campground at the sole discretion of PRVC.

4.7 PRVC reserves the right to refuse a camping unit or have a camping unit removed from the Campground at the Camper's expense, if it does not meet the requirements set out in article 4.

5) REMOVAL OF CAMPING UNIT

5.1 If the Camper abandons their trailer, or is late in paying any rates or fines set out in this Agreement, PRVC may remove the Camper's camping unit and store it offsite at the Camper's expense.

5.2 PRVC will notify the Camper within a reasonable time period after removing the Camper's camping unit from the Campground, such notice to be provided to the Camper's most recent contact information provided to PRVC.

5.3 To have a camping unit returned that has been removed pursuant to section 5.1, the Camper must pay all amounts due or owing to PRVC under this Agreement, including any expenses associated with the removal or storage of the Camper's camping unit and accept the return of the camping unit from the offsite storage location.

5.4 If the Camper does not retrieve their camping unit, pursuant to section 5.3, within 60 days of being notified of the camping unit's removal, PRVC may dispose of the camping unit in its sole discretion and may use any proceeds of this disposition to satisfy any amounts due or owing from the Camper to PRVC under this Agreement.

5.5 PRVC will notify the Camper within a reasonable time period after disposing of the Camper's camping unit, such notice to be provided to the Camper's most recent contact information provided to PRVC.

5.6 If, after all amounts due or owing to PRVC have been satisfied, there are remaining proceeds from the disposition set out in section 5.4, the Camper must collect those remaining proceeds from PRVC within 120 days from the date of the notice provided by KEDC in section 5.5. If the Camper does not collect the remaining proceeds within 60 days of the section 5.5 notice, they will be permanently forfeited to PRVC.

5.7 The Camper indemnifies and holds harmless KEDC, K'omoks First Nation, and KFNRELP (DBA) Puntledge RV Campground (the "K'omoks Group") and any of the K'omoks Group's directors, officers, agents and employees (the "Releasees") from and against any and all direct or indirect liabilities, losses, costs, expenses, penalties, fines, claims, suits, actions or damages of any kind or nature whatsoever in any way attributable to the removal of the Camper's camping unit from the Campground or the storage of the camping unit offsite.

6) FIRES

6.1 The Camper and its guests must purchase all firewood from PRVC at the Campground office. The Camper and its guests are **prohibited** from bringing outside firewood onto the Campground.

6.2 The Camper must not have open fires in the Campground except in designated areas (fire pits). The Camper is responsible for ensuring that any fire is always under control and that fires are fully extinguished before they are left unattended.

6.3 The Camper must not move fire pits and rings without PRVC's prior approval.

6.4 The Camper must not burn animal waste or other wastes.

6.5 PRVC may enforce a fire ban if drought conditions exist. PRVC will follow the actions of the municipality and enforce a fire ban and will post notice of such fire ban around the Campground and on the Campground website.

6.6 The Camper may bring in and use its own fire pit (open or closed) with PRVC's prior approval.

7) GUESTS

7.1 The Camper must ensure that any guests it brings or invites onto the Campground registers at the Campground office.

7.2 The Camper must ensure that its guests leave the Campground by 11:00 pm.

7.3 The Camper is responsible for the conduct and behavior of any guests it invites to the Campground. If the guest of the Camper does anything that is prohibited under this Agreement, the Camper will be treated as if it was themselves who breached this Agreement.

7.4 The Camper must ensure that children under the age of (18) eighteen are not in use of the camping unit or left in the Campground without parental supervision.

7.5 The Camper must accompany and supervise their children while they are in and around the Campground including, including the playground area.

8) PETS

8.1 KEDC may refuse entry of large or aggressive dogs to the campground at KEDC's sole discretion. The camper must remove the dog from the campground immediately

8.2 The camper must keep their pets leashed and supervised at all times.

8.3 The camper may be asked to remove their dog from the property if the dog has been barking excessively.

8.4 Camper are not to leave their pet unattended, caged, tied up or tethered to their site when absent.

8.5 The camper is responsible for properly caring for their pets and cleaning and restoring any areas of the campground affected by their pet.

8.6 The camper must clean up all pet waste and dispose of in a bag and then into an appropriate dumpster or waste bin.

8.7 If the camper does not comply with article 8, they will be required to either remove the pet from the campground property and/or may be fined up to \$50.00 at the sole discretion of KEDC and such fine will be automatically levied against your credit card on file.

8.8 The camper and their guests will be held liable for the actions of their pets while on KEDC property.

9) WILDLIFE

9.1 The camper must completely clean up any food waste after all meals and dispose of garbage in the designated facilities.

9.2 The camper must securely store any food, cosmetics, garbage, and anything that might attract any wildlife when not in use.

9.3 PRVC may remove any food or garbage that is left unattended in the campground and is not securely stored in a safe location.

10) SAFETY, COURTESY AND NOISE

10.1 There is "quite time" between the hours of 10:00pm – 8:00am in which campers and guests alike must not create, or permit the creation or continuation of any noises or nuisances that may disturb the comfort or enjoyment of any camper or guest.

10.2 Playground equipment, and other apparatus furnished on the Campground is solely for the convenience of the Camper, its guests and other campers on the Campground who may use at their own risk.

10.3 The Camper is advised to SWIM AT ITS OWN RISK. PRVC is not responsible for any injury or death that occurs as a result of the Camper, its children or its guests swimming or doing any other activity in the water located in or near the Campground.

10.4 Generators may only be utilized during these hours only, 9:00am-11:00am and 6:00pm-8:00pm.

10.5 The Camper may not cut through or trespass on other campsites.

10.6 Vehicle access is restricted in and out of the campground between the hours of 11:00pm to 5:00am unless approved by PRVC or in emergency situations. If the Camper does not comply with this section, it may be evicted from the Campground without refund at PRVC's sole discretion.

10.7 The Camper acknowledges that part of the Campground is situated on a flood plain and is prone to flood risk.

10.8 The Camper indemnifies and holds harmless the Releasees from and against any and all direct or indirect liabilities, losses, costs, expenses, penalties, fines, claims, suits, actions or damages of any kind or nature whatsoever in any way attributable to the loss or damage of property or accidents, injuries or deaths occurring on the Campsite due to fire, theft, wind, flood, or other acts of nature.

11) DRUGS AND ALCOHOL

11.1 Consumption of alcohol must be restricted to the Camper's campsite only. Cannabis is to be consumed/smoked in the camper's campsite only.

11.2 If the Camper uses illegal drugs of any type, they will be immediately evicted from the Campground and may be subject to police intervention and loss of camping fees with no refund.

12) GARBAGE DISPOSAL

12.1 The Camper must not bring garbage from outside the Campground to dispose at the Campground.

12.2 In disposing of its waste, the Camper must:

- a) properly bag, package, separate and bind waste in plastic garbage bags;

b) place garbage bags in the garbage bins provided;

c) leave plastic bottles, containers, and glass waste in the designated bins for pick up.

12.3 The camper may not dispose of electronics, appliances, furniture, propane tanks, or other non-household garbage in the garbage bins, or dumpsters. PRVC reserves the right to charge the camper or the guests of campers for the cleanup and removal of such objects near dumpsters. All garbage bins are monitored by surveillance cameras, and anyone seen improperly disposing of items will be subject to a \$80.00 fee, to be levied against your credit card on file.

12.4 the camper is prohibited from placing firepit ashes, branches, leaves, grass, garden wastes or wood into the garbage bins anywhere on the grounds. Prior approval must be granted by PRVC to burn said items on your site.

12.5 All daily garbage must be placed in the dumpsters located within the campground and not into garbage cans near the washrooms or office. All items must be sorted and placed within the appropriate bins.

13) LAUNDRY ROOM

13.1 No pets, no smoking, no drinking permitted in the laundry room.

13.2 Do not leave items in the machines after the cycle is done. Unattended items will be removed and held for your pickup at the office but only for a 24-hour period at which time the items will be donated to a local charity.

13.3 The laundry room is to be left in a tidy fashion after your use and that includes cleaning the machines when you're done.

14) MISCELLANEOUS

14.1 If the Camper sells its camping unit while occupying a campsite, the Camper must remove the camping unit from the campsite prior to any purchaser of the camping unit occupying the campsite unless the purchaser is pre-approved by PRVC. Any new tenants of the Campground must be pre-approved by PRVC and must sign a Campers Agreement in the same form as this Agreement prior to occupying a campsite.

14.2 Campers and their guests must not ride bicycles on the Campground after sundown. Bicycles must be walked if being moved around the Campground after sundown. All cyclists must wear an approved safety helmet.

14.3 Campers and their guests must not dispose of paper towels, facial or other tissues, newspaper, cloth materials, disposable diapers, feminine napkins, chlorine

products, petroleum-based products, antibacterial products, or other foreign materials in the gray or black water systems.

14.4 Campers must maintain a visibility zone at the front of their campsite that shall be kept clear so that drivers of vehicles on the roadway can see any persons or vehicles exiting a campsite, and so that any persons or vehicle exiting a campsite can see persons or vehicles on the roadway.

14.4 The Camper acknowledges that it has read this Agreement in its entirety and fully understand its terms. The Camper acknowledges that it is giving up substantial legal rights by signing below.

Dated _____

EXECUTED in the presence of: _____

)
)
)
)

Witness: _____ Campers Name: _____

PUNTLEDGE RV PARK & CAMPGROUND

Per:

Authorised Signature: _____

ASSUMPTION OF RISK, WAIVER, RELEASE OF CLAIMS AND INDEMNITY

Reservation #: _____

Dated: _____

I, _____ (Full name) have read and agree to the rules and regulations set out for Campers in the Camper Agreement and the terms and conditions set out herein.

Date of Birth: _____

Email: _____ Cell#: _____

In consideration of the Releasees allowing me to access the Campground and to participate in the Activities (as defined below) and permitting my use of their property, venue, or equipment, and for other good and valuable consideration the receipt and sufficiency of which is acknowledged, I **HEREBY IRREVOCABLY AGREE AS FOLLOWS:**

1. All capitalized words in this waiver have the meaning given to them in the Camper Agreement.
2. I acknowledge that my attendance at the Campground and participation in the activities, including but not limited to running, swimming, hiking, chopping wood, cooking, towing trailers, driving, bicycling, or boating (the "**Activities**"), of the Campground may involve the risk of severe injury and/or death and/or property damage.
3. I acknowledge that I am entering a natural environment that is also a flood plain and I am aware of the risks and hazards inherent in my attendance at the Campground and participation in the Activities of the Campground.
4. I AGREE TO WAIVE ALL CLAIMS that I have or may in the future have against the Releasees and TO RELEASE the Releasees from any and all liability for any loss, damage, expense, or injury including dismemberment or death that I may suffer, or that my next of kin may suffer, resulting from either my use of or my presence on the Campground DUE TO ANY CAUSE WHATSOEVER, INCLUDING NEGLIGENCE, BREACH OF CONTRACT, NEGLIGENT MISREPRESENTATION OR BREACH OF ANY STATUTORY OR OTHER DUTY OF CARE (INCLUDING ANY DUTY OF CARE UNDER THE OCCUPIERS LIABILITY ACT, R.S.B.C.. 1996, c.337) ON THE PART OF THE RELEASEES, AND ALSO INCLUDING THE FAILURE ON THE PART OF THE RELEASEES TO SAFEGUARD OR PROTECT ME FROM THE RISKS, DANGERS, AND HAZARDS OF THE ACTIVITIES.
5. I AGREE TO INDEMNIFY AND SAVE HARMLESS the Releasees from any and all liability for any damage to property or personal injury of any nature, including dismemberment or death, to any third party, resulting from my use of or presence on the Campground and my participation in the Activities or any liability arising from my breach of this waiver.
6. If medical care is rendered to me as a result of injury, including dismemberment, I hereby consent to that care now in the event that I am unable to consent to the care at the time the care is rendered.

7. I represent and warrant to the Releases that I am in good physical condition, able to safely participate in the Activities of the Campground and have no medical condition that would make my participation in the Activities of the Campground hazardous to my health.
8. I understand and agree that I am expected to always exhibit appropriate behavior while attending the Campground and while participating in the Activities of the Campground and agree to obey all local, provincial, and federal laws, both criminal and civil. This includes respect for other people, equipment, facilities, or property.
9. I understand and agree that I may not bring weapons or illegal substances to the Campground.
10. I understand and agree that the Releasees are not responsible for any personal item or property that is lost, damaged or stolen on the Campground.
11. I expressly agree that this waiver is intended to be as broad and inclusive as permitted by the law of the Province of British Columbia, and that the invalidity or unenforceability of any term of this waiver does not affect the validity or enforceability of any other term. Any invalid term will be treated as severed from the remaining terms.
12. This waiver is binding upon my heirs, next of kin, executors, administrators, assigns, and representatives, in the event of my death or incapacity.
13. This waiver and any rights, duties, and obligations as between the parties to this waiver will be governed by and interpreted solely in accordance with the laws of the Province of British Columbia and no other jurisdiction.
14. Any litigation involving the parties to this waiver must be brought within the Province of British Columbia and the parties attorn to the exclusive jurisdiction of the Courts of the Province of British Columbia.
15. I have read this waiver in its entirety and fully understand its terms. I understand that I am giving up substantial legal rights by signing this waiver, including the right to sue the Releases.
16. I acknowledge that I am signing this waiver freely and voluntarily and intend my signature to be a waiver and complete and unconditional release of all liability due to the negligence of the Releasees or the inherent risks of participating in the Activities of the Campground or while attending the Campground.

I am not relying on any oral or written statements made by the Releasees with respect to the safety of the Activities other than what is set forth in this waiver. I confirm that, before signing this waiver, I have read and understood it, and am aware that by signing this waiver I am waiving certain legal rights, which I or my heirs, next of kin, executors, administrators, assigns, and representative may have against the Releasees.

**FOR PARENTS/GUARDIANS OF PARTICIPANTS UNDER
19 YEARS OF AGE**

For and on behalf of a participant of minority age (19 years or less) , by signing where indicated below, I hereby certify that I am the parent/guardian with legal responsibility for this participant of minority age, and acknowledge the risks associated with the participation by the participant in the Activities and I hereby consent to the participation of the minority age participant in the Activities and agree for myself, my heirs, executors, assigns, and next of kin, to release, indemnify, and save harmless the Releasees from all liabilities, howsoever arising, incident to the participation by the participant of minority age in the Activities.

Signed this _____ day of _____, 20_____

Participants Name: (Print)_____ Age: _____

Participants Signature: _____

Parent/Guardian Name: _____

Parent/Guardians Signature: _____

Witness Name: (Print) _____

Witness Signature and Title: _____