

# OAK BAY MARINA LTD. (DBA PEDDER BAY RV RESORT & MARINA)

## SEASONAL AGREEMENT

### RV SITE RENTAL

#### Terms and Conditions

#### **MAXIMUM DURATION: 6 MONTHS**

**The following Terms & Conditions are established as a condition of occupancy of the campsites that are being rented under this agreement.** When in doubt about specific rules please, ask management for clarification.

**Guest Responsibilities:** To know, understand, and observe the Terms and Conditions of this agreement and Pedder Bay RV Resort & Marina rules and regulations provided to the guest or posted from time to time.

**Seasonal Agreement:** This agreement and each subsequent Seasonal Agreement is a separate transaction and must be filled out and signed at the start of each seasonal period. This Seasonal Agreement allows guests to use an RV site for up to 6 months (but no longer) during the months of September through March. There are no Seasonal Agreements between April 1 and August 31. The Guest agrees that any daily, weekly or monthly RV Site rental between April 1 and August 31 will be by way of a separate agreement.

**NO Residential Tenancy:** Guests are not permitted to use any RV site or bring any manufactured home to the resort for the purpose of being used as living accommodation. Guests agree that their use of the RV site is not as a manufactured home site, and will not be their residence, and by signing below, each guest warrants and represents that they have a residence somewhere other than the Pedder Bay R.V. Resort. Each guest also agrees that the provisions of the Manufactured Home Park Tenancy Act and the Residential Tenancy Act do not apply to this Seasonal Agreement.

**Payment:** All months are to be paid on the first day of each month in advance.

**Security for Rental:** Failure on the part of the Guest to pay the Seasonal Rate within seven days after it is due and as specified under this agreement shall entitle the Management to seize all merchandise, materials and belongings on the RV site and to retain the same as security for any unpaid Seasonal Rate or storage fees owing. Upon expiration of 14 days after such seizure any items left on the campsite shall become property of Oak Bay Marina Ltd, and management shall have the right to dispose of same without notice to the Guest in such a manner as the Management, in its absolute discretion, deems appropriate whether by public or private sale and thereafter the Management shall be absolutely entitled to, firstly, apply any such proceeds to the balance of any amounts owing by the Resident at the date of the sale, and secondly, to the payment of all legal costs, on a solicitor client basis, incurred by the Management in order to obtain payment of any amount owing herein.

**Refunds:** There will be no refunds for early departures or evictions.

**Site Occupancy:** Any and all add on structures or appliances such as storage sheds, decks, fences, lattice, cook/wood sheds, fridges, freezers, etc. are Strictly forbidden on or in any RV site.

Only one RV (travel trailer, motor home, fifth wheel, truck camper or tent trailer), shall be allowed on each RV site. The RV must remain mobile, be able to be licensed as a motor vehicle, and not remain unlicensed for in excess of 6 months while at the Pedder Bay RV Resort. No RV may be installed or affixed to the RV site. Mobile homes, manufactured homes, tents and cabins are prohibited. Guests who do not adhere to the above conditions will be asked to remove the structure or RV from the site at their own expense.

**Parking:** Each RV site was originally provided with adequate space for one vehicle. In some circumstances there is room for two vehicles. Additional vehicles must be parked in the designated parking areas. Car passes (when provided) must be displayed at all times in the front window of your vehicle. Anyone parking in such a manner as to block the driveway of a neighbouring site or impede the flow of traffic shall be asked to move the vehicle immediately.

**Property Damage:** Any guest or visitor who wilfully or negligently defaces, damages or destroys property or equipment of the Resort shall be liable for the full replacement value and will be evicted without refund.

**Personal Injury & Property:** Under no circumstances will Oak Bay Marina Ltd. DBA Pedder Bay RV Resort & Marina, its officers, employees, agents and assigns be liable for injury to persons, including Guests and their visitors, or invitees or licensees, or for any loss or property damage due to fire, theft, accident, or Act of God. Guests must determine what extent of insurance is required to protect themselves and their guests against such a loss. RV owners staying at the Resort are responsible for their own insurance.

## Pedder Bay RV Resort - Rules and Regulations

The following rules and regulations will be strictly enforced by Management:

**Driving:** Any vehicle driven within the Resort must follow the directional arrows and obey all street signs including speed limit (10 km/h) signs at all times. Exceptions may be made by Management for safety or emergency situations. Vehicles failing to display a valid permit or decal (when provided) are subject to removal by the Resort at the owner's sole risk and expense.

**Mail:** No RV or individual shall receive mail at the resort. Please visit the nearest Canada Post Office to inquire about post office box options.

**Firearms:** The display and/or use of firearms and other weapons is strictly prohibited within the Resort.

**Fires:** Open fires are not permitted in the Resort — fires are permitted in the designated fire pits only and may be banned according to provincially mandated fire restrictions in the warmer months. Fire pits should only be moved with the verbal consent from Pedder Bay staff. Clean firewood only to be burned in firepits.

**Fireworks:** Are not permitted in the Resort unless authorized by Management.

**Garbage Disposal:** All household garbage and recycling must be deposited in receptacles provided by the Resort. No industrial waste, garbage from renovations or bulky items are to be disposed of on site.

**Illegal Action:** Any person(s) involved in illegal actions may result in immediate removal from the Resort.

**Liability:** The Resort is not responsible for the loss or damage of personal property. All facilities are used by guests and visitors at their own risk.

**Pets:** Only domesticated dogs and cats will be allowed on Resort property. These must be leashed at all times. (All other pets must be kept inside the RV unit.) Pet owners are responsible to pick up after their pets and will be held responsible for all actions of their pets. Dogs and cats being walked on leashes must be kept off other guest's sites. If Management receives a complaint about pets reported as aggressive, noisy, unruly, etc., at the discretion of Management, it may be requested that the pet/animal leave the Resort immediately. No pets are allowed in common areas or buildings with the exception of roadways, pathways and the off leash dog park. Pedder Bay RV Park and Marina cannot and will not be held responsible for the actions of anyone's pets. A fine of \$100.00 will be levied to pet owners whose animal requires Security to intervene. Failure to comply with any of the above noted items may result in eviction.

**Profanity:** Profanity, abusive or loud language and other objectionable or disturbing behaviour will not be tolerated.

**Protection of Vegetation:** Landscaping and trimming of common areas is the responsibility of Pedder Bay RV Resort & Marina. Cutting, removal or gathering of wood, trees or any other vegetation within the Resort is prohibited. Violators will be subject to a \$200.00 fine. RVs, vehicles, boat trailers, etc. must be parked far enough away from the

cedar hedges whereas no part of the vehicles or trailers comes in contact with the hedges.

**Quiet Hours:** Quiet time shall be observed from 10:00 pm to 8:00 am with the exception of organized Resort functions held at designated areas. At the discretion of Management, anyone or anything disturbing the quiet enjoyment of others in the Resort may be required to cease their activity or to have the item removed during these quiet hours. Depending severity of the issue, fines may be levied for non-compliance.

**Children:** Parents/guardians are responsible for the conduct of their children and must ensure they observe Resort rules. Furthermore, children are not permitted to use the laundry room or washrooms as play areas.

**Rentals/Subletting:** Renting out or subletting RV sites is not permitted in any form in the Resort.

**Repairs:** No mechanical repairs, fluid, oil or filter changes of any kind shall be performed on any motorized vehicle in common parking areas, or on individual sites.

**Relocation:** Any RV unit within the Resort must be approved by Management prior to relocation. Furthermore, Pedder Bay RV Resort & Marina reserves the right to ask guests to relocate to best serve the needs of the business

**Security:** All guests are responsible for the security of their own sites and units. Anyone loitering on or near premises should be immediately reported to Security. Anyone participating in any illegal action or conduct within the Resort grounds, will be subject to fines and RCMP involvement.

**Smoking:** All common buildings and indoor facilities are non-smoking areas. There will be no smoking within 7 meters of any doorway entrance, in accordance with government regulations. Ashtrays are provided in designated smoking areas.

**Speed Limit:** 10 km/hr for all vehicles will be enforced by Security.

**Tents:** Are not permitted in the Resort during the period of this seasonal agreement.

**Tidiness:** Guests are responsible for the tidiness and general appearance of their site for the duration of their stay. Non-compliance may result in eviction. As well, guests are expected to leave their site clean upon departure. Failure to comply will result in cleanup by Pedder Bay RV Park & Marina at the Guest's expense and guest(s) will not be allowed to return.

**Visitors:** Visitors of RV Guests may only be present when the RV Guest is on site.

Pedder Bay RV Resort & Marina reserves the right to require any guest to leave the Resort if they cause a disturbance or are abusive to staff, leaseholders, members or guests.

**Wildlife:** Please do not feed ANY wildlife in the Resort, including deer, rabbits, raccoons, birds, etc.

# OAK BAY MARINA LTD. (DBA PEDDER BAY RV RESORT & MARINA)

## SEASONAL RV SITE RENTAL AGREEMENT

I agree to rent an RV site at Pedder Bay RV Resort & Marina starting on \_\_\_\_\_ and ending on \_\_\_\_\_. I agree to all of the terms and conditions above. I agree I will leave the RV site clean and in good condition upon my departure date and understand that no extension to this departure date will be granted under any circumstances if it is to exceed a six-month time period.

Pedder Bay RV Park & Marina reserves the right to cancel my rental without refund for failure to follow the rules and regulations for Pedder Bay RV Resort and Marina or if complaints are received that are deemed to be disruptive to the Resort or to other guests.

**I have received and read a copy of this agreement and agree to all the terms and conditions contained therein.**

Print Name (Guest): \_\_\_\_\_

Signature (Guest): \_\_\_\_\_

Date: \_\_\_\_\_

### Contact information:

Address: \_\_\_\_\_

Phone: \_\_\_\_\_ Email: \_\_\_\_\_

Emergency Contact: \_\_\_\_\_

Rental Reference Contact: \_\_\_\_\_

### Accommodation dates:

Start: \_\_\_\_\_ End: \_\_\_\_\_

Length of RV: \_\_\_\_\_ Year: \_\_\_\_\_

Amperage:  30AMP  50AMP Make/Model: \_\_\_\_\_

Vehicle license plate numbers (max. 2):

\_\_\_\_\_

Names of all registered family members (One family only — List all adults and children.)

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Pets (number/types):

\_\_\_\_\_