

**2022 LEASE AGREEMENT**

Pigeon Lake Golf Club & RV Resort  
PO Box 150, Mulhurst, Alberta T0C 2C0

MADE BETWEEN:

Pigeon Lake Golf Club (1991) Ltd.  
(the "Landlord")

and

THE SIGNATORIES TO THIS AGREEMENT BELOW AS TENANT  
(collectively, the "Tenant")

WHEREAS the Landlord is in the business of leasing recreational vehicle camping sites within the Pigeon Lake Golf RV Resort located in Mulhurst, Alberta (the "Park");

AND WHEREAS the Tenant wishes to lease a recreational vehicle camping site;

AND WHEREAS this Lease Agreement ("Agreement" or "Lease" or "Lease Agreement") may be renewed for successive seasons after the "Termination Date", at a rental rate to be determined by the Landlord in its sole discretion, on the current Landlord's standard Lease Agreement format.

In consideration of the mutual covenants herein contained, the Landlord and Tenant agree as follows:

**DEFINITIONS**

1. "Site" is defined in Schedule "A" and is located on lands legally described as a portion of SW14-047-28-4
2. "Season" means that portion of the term of this Lease commencing April 1 to and including October 15.
3. "Term" means the one-year period commencing on April 1, 2022.
4. "Termination Date" means March 31, 2023.

**PREMISES**

5. The Landlord hereby leases the Site to the Tenant and the Tenant hereby leases the Site from the Landlord on the terms and conditions set out herein.

## **TERM**

6. The Term of this Lease is for one year and it will only renew in accordance with the terms of this Lease.

## **RENT & FEES**

7. The Tenant shall pay rent and fees to the Landlord for the Term of this Lease in the amounts set forth in Schedule "A" hereto, plus GST. The said rent plus at least one adult golf membership (or, if applicable, one senior golf membership) plus any other applicable fees, plus GST, shall be paid to the Landlord by the commencement date of the Lease. The said payment shall be delivered personally or mailed by the Tenant to the Landlord at the following address:

**Pigeon Lake Golf Club & RV Resort  
PO Box 150  
Mulhurst, Alberta T0C 2C0**

## **ASSIGNMENT**

8. This Lease Agreement shall not be assigned by the Tenant to anyone.

## **ROADWORTHY RECREATIONAL VEHICLES**

9. 9.1 Subject to paragraphs 9.2, 9.3 and 9.4 below and any other terms in this Agreement, the Tenant may place a recreational vehicle/motorhome on the Site until the Termination Date. All recreational vehicles/motorhomes placed on the Site must be on a wheel-based carriage structure, roadworthy, and insured in accordance with the laws of Alberta. With the Landlord's written consent, a park model may be placed on the Site.

9.2 No recreational vehicle/motorhome may be placed on the Site unless that vehicle is in good working order and is not unsightly, both of which are to be determined by the Landlord in their sole and unfettered discretion.

9.3 No recreational vehicle more than 15 years of age may be placed on the Site unless the Landlord agrees in writing to such placement.

9.4 Notwithstanding paragraph 9.3 above, if the Tenant has continuously rented a Site in the Park for any number of successive years and the Tenant's recreational vehicle is more than 15 years old, the Tenant may continue to use the recreational vehicle on the Site if it remains in good working order and is not unsightly, both of which are to be determined by the Landlord in their sole and unfettered discretion.

## **ACCEPTANCE OF SITE BY TENANT**

10. The Tenant accepts the Site and the infrastructure and facilities of the Park “as is” without any entitlement or claim against the Landlord, its shareholders, directors, agents, employees, contractors and managers. The Tenant acknowledges that the Landlord has made no representations to the Tenant about the Site and that the Tenant has inspected the Site before signing this Agreement, and that the Tenant is satisfied with the state and condition of the Site.

## **TENANT IMPROVEMENTS**

11. The Tenant may place additions or improvements (“**Tenant Improvements**”) on the Site provided that the Tenant first obtains written permission from the Landlord to do so. Tenants must also obtain written permission from the Landlord to alter Sites, including but not limited to elevation, back-fill and drainage by way of the submission of written plans including dates of work to be done.
12. Tenant Improvements shall include but not be limited to park model trailers, bunk houses, Arizona rooms, covered decks, oversized and additional sheds, gazebos, and the like.

No Tenant Improvements to the Site are to be of a permanent nature and Tenant Improvements must be capable of removal with a minimum amount of effort.

Orientation (placement) of recreational vehicles on the Site is at the sole discretion of the Landlord and must be orientated for their easy removal.

All Tenant Improvements placed by the Tenant shall be constructed in a workmanlike manner and shall be safe for use, and free of danger, to all parties visiting the Site. Such improvements shall comply with all laws, bylaws and regulations governing them. The Tenant assumes all risk, liability, and cost arising directly or indirectly as a result of the Tenant Improvements including underground line locating or damage thereto. Where the Tenant is in breach of these obligations, the Tenant shall pay, upon demand, to the Landlord for costs incurred by the Landlord remedying the Tenant’s breach of their obligations referred to in this paragraph 12.

## **PARK SERVICES**

13. 30-amp electrical power will be provided to the Site by the Landlord from April 1<sup>st</sup> to October 15<sup>th</sup>.
14. Water and sewer service will be provided to the Site by the Landlord between the Victoria Day weekend in May, weather and ground frost permitting, to the date of the first frost warning.
15. Notwithstanding the Term of this Lease, provision of electrical power and water supply will not be the responsibility of the Landlord outside the dates noted above. The Tenant will arrange for their own electricity and water supplies at any time outside the Landlord’s responsibility to provide water or electricity. The Landlord shall incur no liability whatsoever to the Tenant in the event of failure to provide electrical power and water to the Park and the Site.

16. The Landlord will not supply any snow removal services within the boundaries of the Tenant's Site and any snow removal shall be performed by the Tenant in a workmanlike manner at the Tenant's cost, provided however that the Landlord agrees to plough the main roads of the Park from time-to-time during the winter months. The Tenant acknowledges and agrees that such ploughing may create wind rows blocking access to the Site's driveway/carpark and the Tenant is responsible for clearing such wind rows if the Tenant wishes winter access to their Site.

#### **SITE AND VEHICLE RESTRICTIONS**

17. The Tenant shall not use the Site or the Park's facilities as a permanent residence outside of the Season. The Tenant shall not store winter recreational vehicles or other chattels within the Park or on the Site except as expressly permitted by this Agreement.

#### **TENANT'S RISK AND INSURANCE**

18. The Tenant agrees that the use and occupation of the Site and the facilities of the Park by the Tenant or the Tenant's guests or invitees, and any loss, theft, damage or destruction to the Tenant Chattels (as defined in paragraph 23 below), Tenant Improvements, the Tenant's property, the Tenant's assets and the Tenant's guests' or invitees' property and assets, (collectively, the "**Property**") shall be at the sole risk of the Tenant. The Tenant acknowledges and agrees that damage and destruction to property at the Park can occur from any means including but not limited to stray golf balls given the Park's proximity to the golf course, storm damage, wind, falling trees and branches, fire and flood. The Tenant will at all times maintain sufficient insurance to replace the Property, together with liability insurance that covers the Tenant's personal and third-party liability risk during the Term of this Agreement, or any renewals or substitutions thereof. The particulars of the Tenant's insurance are set out in Schedule "A.1" hereto.
19. The Tenant hereby releases, indemnifies and holds harmless the Landlord, Pigeon Lake Golf Club (1991) Holdings Ltd. and each of their directors, officers, employees, contractors, managers, agents and shareholders, and all of their successors and assigns, (collectively, the "PLGC Releasees") from any and all costs, charges, claims, actions, losses, damages, expenses and liabilities (including the Landlord's legal costs as between solicitor and their own client on a full indemnity basis) that may result from bodily injury, including death, and property damage, theft or loss arising out of the use and occupation of the Site and the use of the Park by the Tenant and the Tenant's guests or invitees.

**IT IS THE TENANT'S RESPONSIBILITY FOR MONITORING OF THEIR PROPERTY ON THE SITE (INCLUDING BUT NOT LIMITED TO THEIR RECREATIONAL VEHICLE, SHEDS AND EACH OF THEIR CONTENTS). THE TENANT'S PROPERTY AND TENANT'S IMPROVEMENTS ARE STORED ON THE SITE OR WITHIN THE PARK AT THE SOLE RISK OF THE TENANT AND IT IS THE TENANT'S RESPONSIBILITY TO OBTAIN ADEQUATE INSURANCE.**

20. The Tenant hereby releases, indemnifies and holds harmless the PLGC Releasees from any and all costs, charges, claims, actions, losses, damages, expenses and liabilities (including the Landlord's legal costs as between solicitor and their own client on a full indemnity basis) arising directly or indirectly from: the Tenant's breach of this Agreement; the storage or use of the Tenant's property, chattels or Tenant Improvements; and, the acts, errors, omissions or negligence of the Tenant and the Tenant's guests, invitees or others for which the Tenant is responsible.

### **RULES AND REGULATIONS**

21. The Tenant shall ensure that the Tenant and the Tenant's guests and invitees shall abide by the Park Rules and Regulations in Schedule "B", which are hereby incorporated into and form part of this Agreement. Any defined terms in this Agreement and the Rules and Regulations shall have the same meaning.

### **BREACH OF RULES AND REGULATIONS**

22. Should the Tenant or the Tenant's guests or invitees breach any of the Park Rules and Regulations, the Landlord may, in its sole discretion, terminate this Agreement upon providing written notice to the Tenant as set forth in paragraph 34 of this Agreement.

23. If the Landlord terminates this Agreement, any unused portion of the rent and fees paid by the Tenant shall be forfeited as liquidated damages and not as a penalty. Upon termination of this Agreement by the Landlord, the Tenant shall remove its recreational vehicle, watercraft and other chattels (collectively "**Tenant Chattels**") from the park within fourteen (14) days of receipt of the termination notice from the Landlord. With the Landlord's written permission, the Tenant Improvements may be sold by the Tenant by the commencement of a new Season (the "**Removal Date**"), to a new Tenant acceptable to the Landlord in its sole unfettered discretion. Should the Landlord withhold its permission or if the Tenant does not sell the Tenant Improvements, then the Tenant Improvements must be removed by the Removal Date by the Tenant and the Site restored by the Tenant to its natural ground state no later than the Removal Date. Any Tenant Improvements and Tenant Chattels not so removed shall be deemed abandoned by the Tenant and shall become the property of the Landlord without any claim thereon by the Tenant and the Tenant agrees that it shall take all necessary steps to legally transfer ownership of the Tenant Chattels to the Landlord.

### **TERMINATION FOR PAYMENT DEFAULT**

24. If any rent, deposits or other charges due are not paid by the due date to the Landlord, the Site, Tenant Chattels and Tenant Improvements shall be deemed abandoned by the Tenant and the Landlord may re-let the Site. Any late payment accepted by the Landlord will bear interest at the rate of 24% per annum until paid and a \$45 fee will be assessed for NSF payments, but nothing herein expressed or implied shall be construed so as to require the Landlord to accept late payments. Any acceptance by the Landlord of amounts due to the Landlord to the date of termination of this Lease shall not be construed as a consent by the Landlord to waive the Landlord's termination of this Agreement.

## **INDULGENCES**

25. The Landlord's granting of any indulgences to the Tenant for any breach of this Agreement, or extension time, shall not be construed as a further indulgence on subsequent breaches or extension of time.

## **TIME**

26. Time shall in every respect be of the essence of this Agreement.

## **TENANT'S TERMINATION OF LEASE**

27. If the Tenant does not wish to renew the tenancy of the Site for the following Term, the Tenant shall notify the Landlord of that no later than March 1 preceding the Termination Date. In such event the Tenant must remove the Tenant Chattels from the Site by no later than the Termination Date (March 31). Until the Termination Date, and subject to the written approval of the Landlord, Tenant Improvements may be sold by the Tenant to a new Tenant acceptable to the Landlord in its sole unfettered discretion. It is the current Tenant's sole responsibility to provide the new Tenant's contact information (name(s), address, email address and phone number(s)) to the Landlord. If the Landlord does not provide such approval then the Tenant must remove the Tenant Improvements and the Site must be restored by the Tenant to its natural ground state. Up to the Termination Date, the Landlord may provide contact information for the Tenant to any parties interested in acquiring the Tenant Improvements. Any Tenant's Improvements and Tenant Chattels not sold or removed by the Termination Date shall be deemed abandoned by the Tenant and shall become the property of the Landlord without any claim thereon by the Tenant and the Tenant agrees that it shall take all necessary steps to legally transfer ownership of the Tenant Chattels to the Landlord.

## **LANDLORD'S RIGHTS TO REFUSE RENEWAL**

28. Notwithstanding anything expressed or implied in this Agreement, the Landlord may, in its sole unfettered discretion, elect to not renew this Agreement or enter into a Lease Agreement with the Tenant for any successive Term. On or before the Termination Date the Tenant shall remove the Tenant Chattels and sell or remove the Tenant's Improvements as herein provided. Up to the Termination Date, the Landlord will provide contact information for the Tenant to any parties interested in acquiring the Tenant Improvements. Any Tenant's Improvements and Tenant Chattels not sold or removed by the Termination Date shall be deemed abandoned by the Tenant and shall become the property of the Landlord without any claim thereon by the Tenant and the Tenant agrees that it shall take all necessary steps to legally transfer ownership of the Tenant Chattels to the Landlord.

### **SALE OR REMOVAL OR TENANT IMPROVEMENTS OR CHATTELS**

29. If the Tenant's Improvements or chattels are abandoned or deemed abandoned: The Tenant shall be responsible for all expenses (including the Landlord's legal fees on the scale as between solicitor and their own client on a full indemnity basis) associated with the removal of the Tenant Chattels, sale or removal of the Tenant Improvements, and restoration of the Site to its natural ground state, as herein provided. In its sole and unfettered discretion, the Landlord may in whole or in part, and without compensation to the Tenant, take possession of and title to any Tenant Improvements abandoned or deemed abandoned. The Tenant shall pay to the Landlord its cost of removal or repair of the Tenant Chattels or Tenant Improvements, and restoration of the Site to its natural ground state in whole or in part, including a reasonable fee for the Landlord's employees and contractors performing such work. The Tenant shall not have any claim whatsoever against the Landlord by reason of the Tenant not being able to, by the dates provided herein, sell or remove the Tenant Improvements, restore the Site to its natural ground state or remove the Tenant Chattels.

### **STORAGE CHARGES**

30. If the Tenant does not remove the Tenant Chattels by the date(s) provided in this Agreement, the Landlord shall be entitled to remove the Tenant Chattels from the Site at the Tenant's cost. The Landlord shall have a lien on the Tenant Chattels for storage charges (which the parties hereto deem to be reasonable) at the rate of \$35.00 per day calculated from the date such Tenant Chattels should have been removed, together with the cost of removal and transportation charges. If the Tenant fails to pay storage charges, within fourteen (14) clear days of receiving written notification thereof from the Landlord, then the Tenant Chattels shall become the Landlord's property and, the Landlord may sell the Tenant Chattels either privately or at public auction. After the deduction of the Landlord's costs related to removal, transportation and sale of the Tenant Chattels, the balance shall be applied against storage charges and any shortfall shall be paid by the Tenant. The Tenant does hereby grant the Landlord the authority to discard or destroy any of the Tenant Chattels and Tenant Improvements left on the Site by the Tenant that the Landlord, in its sole unfettered discretion, deems unsuitable or unworthy of storage.

### **ANNUAL GOLF MEMBERSHIP**

31. The Tenant shall purchase, at the commencement of the Term of this Lease, a minimum of one (1) Pigeon Lake Golf Club Annual Adult or Senior Membership. The annual membership(s) shall be in the name of the registered Tenant(s) of the Site. The annual membership is non-transferable. Membership identification shall be provided by the Landlord and shall be presented upon request by Pigeon Lake Golf Club staff or course marshals. The Tenant member(s) shall abide by all Pigeon Lake Golf Club rules and regulations. The Landlord may make exceptions to this clause in its sole and unfettered discretion.

### **AGREEMENT RENEWAL CONDITIONS**

32. The Tenant's continued occupancy of the Site after the Termination Date shall be subject to the Tenant, no later than the Termination Date, paying to the Landlord the rent and fees, plus GST, for the subsequent Term as determined by the Landlord, and executing a renewal of this Agreement or entering into a new Lease Agreement in the format prepared by the Landlord. The Landlord will endeavor to communicate in writing to the Tenant in March of rent and fees for the following Term. The obligations of the Tenant to remove Tenant Chattels, deal with Tenant Improvements, restore the Site to its natural ground state, and to pay all monies due to the Landlord, as herein provided, shall survive any termination of this Agreement by whatever cause.

### **LANDLORD'S COSTS**

33. If the Tenant breaches any terms of this Agreement and the Landlord retains legal counsel to enforce any of the Landlord's rights herein, the Tenant shall pay all of the Landlord's legal fees in connection therewith on the scale as between solicitor and their own client on a full indemnity basis, together with all other costs incurred by the Landlord in relation to the foregoing.

### **NOTICE TO TENANT**

34. Any notice herein to the Tenant, including service of any court documents, may be effected by personally delivering the same to the Tenant or by posting the same to the front door of the premises located on the Site or by mailing the same by ordinary mail to the Tenant to the address in the contact information set forth in Schedule "A" hereto and any such notice or court documents shall be deemed to have been received by the Tenant three clear days after mailing the same even if the envelope containing such documents are returned to the Landlord. The foregoing may also be e-mailed to the Tenant at the e-mail address set forth in Schedule "A" hereto. Where any notice or court documents are posted to the front door of the premises set forth in the Tenant contact information set forth in Schedule "A" hereto, then the Tenant shall be deemed to have received the said notice or the court documents on the date they were so posted. Where any notice or document is emailed to the Tenant, the Tenant shall be deemed to have received the same at the time the notice or document was sent to the Tenant.

### **SCHEDULES**

35. Schedule "A" and Schedule "B" are incorporated herein and form part of this Agreement. If there is a conflict between the terms of the body of this Agreement and Schedule "A" or Schedule "B", then the body of this Agreement shall govern.



**EXECUTION**

36. This Agreement may be executed in any number of counterparts, each of which shall be deemed to constitute an original and all of which shall together constitute one and the same instrument. This Agreement shall become binding when any number of counterparts, individually or taken together, shall bear the signature of all parties. This Agreement may be executed and delivered by means of facsimile, photographic or portable document format (PDF) or other electronic means, each of which when so executed and delivered shall be an original, but all counterparts together shall constitute one and the same instrument.

This Agreement is made between the Landlord and the Tenant on \_\_\_\_\_, 20\_\_\_\_\_.

Per: \_\_\_\_\_

**Pigeon Lake Golf Club (1991) Ltd.**

\_\_\_\_\_  
Tenant's Printed Name

\_\_\_\_\_  
Tenant's Signature

\_\_\_\_\_  
Tenant's Printed Name

\_\_\_\_\_  
Tenant's Signature

\_\_\_\_\_  
Witness Signature

\_\_\_\_\_  
Witness Printed Name

**SCHEDULE "A"**

**See First Page of this Document**

## SCHEDULE "B"

### RULES AND REGULATIONS

It is the Tenant's responsibility to review Rules and Regulations annually to stay informed of any changes.

#### **1. TENANT AND VISITORS AND GUESTS**

The term "Tenant", as used in these Rules and Regulations, includes the party signing this Agreement, the Tenant's spouse and the Tenant's children to the age of 18. Overnight visitors with their own recreational vehicle are required to rent a campsite or RV lot within the Park, for a fee as set by the Landlord. The Tenant may permit his or her immediate family to use their RV and the Site and the Tenant acknowledges and agrees that the Tenant will be responsible for the behavior of such family members. The Landlord reserves the right (in the Landlord's sole and unfettered discretion) to limit the number of visitors within the Park. Unusually large family reunions or visitor gatherings that are likely to disrupt other RV Tenants' enjoyment of the Park will only be allowed if the Landlord's prior written consent is obtained. The Landlord can withhold such consent for any reason whatsoever without giving any reason therefor.

#### **2. THE SITE**

- a) Each Site shall only accommodate one recreational vehicle that is either a trailer, a motor home or, with the Landlord's written consent, a park model. The water supply faucet and the power supply at each Site will be used only for the designated recreational vehicle for the Site. Visitors with their own recreational vehicle must park in areas designated by the Landlord.
- b) The Site is to be kept in a neat, tidy and clean condition, including the lawn areas around the Site. The Tenant shall also keep the Site in such condition aforesaid in accordance with any written notice from the Landlord. Failure to comply will result in an insufficient Site maintenance assessment of \$50.00 per week determined by the Landlord in its sole and unfettered discretion, and shall be paid forthwith upon being invoiced therefore by the Landlord.
- c) Except as specifically permitted by this Agreement, additional storage sheds, decks, bunk houses, gazebos and fences shall not be placed on the Site and Park without the Landlord's prior written consent. The Landlord can withhold such consent for any reason whatsoever without giving any reason therefor.
- d) Tenant Improvements
  - i. Tenant Improvements are not to exceed 1,000 square feet of total ground coverage.

- ii. Maximum two (2) sheds per Site, with a maximum size of one hundred twenty (120) square feet per shed.
- iii. Shall not be built within four (4) feet of neighboring Tenant's structures, regardless of the placement of those neighboring structures.
- iv. Shall be setback a minimum of four (4) feet from PLGC roads.

**Existing Tenant improvements that do not meet the section 2d) rules (excluding number of sheds) as of April 1<sup>st</sup>, 2022 may remain "as-is" until a transfer of ownership takes place. Prior to any transfer of ownership (including but not limited to sale, gift, bequeathment) the Site must be brought into compliance with the rules before a transfer of ownership will be accepted by the Landlord.**

**After April 1<sup>st</sup>, 2022, if a Site has NOT been brought into compliance with the section 2d) rules prior to a transfer of ownership taking place, the Landlord will immediately demand that the new owner bring the Site into compliance. Any cost, legal suit, or other remedy sought by the new Tenant shall be the sole responsibility of the previous Tenant.**

**All signatories to this Agreement will hold the Landlord, Pigeon Lake Golf Club (1991) Holdings Ltd. and each of their directors, officers, employees, contractors, managers, agents and shareholders, and all of their successors and assigns, from any and all costs, charges, claims, actions, losses, damages, expenses and liabilities (including the Landlord's legal costs as between solicitor and their own client on a full indemnity basis) that may result from any transfer of ownership.**

**The Landlord, in its sole unfettered discretion, will exercise any and all rights available to it under this Lease Agreement to bring Sites into compliance upon transfer of ownership.**

- e) The Tenant shall ensure that any structure built on the Site is safe, in good repair and in a condition not likely to cause injury to any persons on the Site. The Landlord reserves the right, in its sole discretion, to declare any of the Tenant's structures to be unsafe, in which case such structure shall be dismantled or repaired by the Tenant to the satisfaction of the Landlord. At the end of the Lease Term, the Tenant shall remove all structures on the Site and restore the Site to its original state, subject to the Landlord's direction. The Tenant is responsible for complying with the Alberta Fire Code at their expense. The Landlord may require that Tenant Improvements be removed or modified if they pose a fire hazard as determined by the Landlord in their sole and unfettered discretion.
- f) The Tenant is entitled to use one electrical receptacle and the water supply located within the Tenant's Site. These facilities shall not be shared with other recreational vehicles.
- g) No dumping of grey water or sewage is permitted to be carried out by the Tenant on the Park's grounds.

- h) Clothes lines may not exceed six feet in height and must be removed at the end of the Season.
- i) Satellite dishes, nails, screws or bolts shall not be inserted into trees anywhere within the park.
- j) Upon written Tenant notification to the Landlord, and within reasonable timeframe as determined in the sole, unfettered discretion of the Landlord, PLGC Management will have tree health assessed, and if necessary, will remove dangerous trees from the Property. If trees are required to be removed from a Site, the Tenant, at the Tenant's cost, shall remove recreational vehicles, fencing and other structures to facilitate such removal. Unauthorized tree and vegetation removal are strictly prohibited and may lead to eviction. The cost to replace any trees either deliberately or unintentionally damaged is the sole responsibility of the Tenant.
- k) If a Tenant has a tree they would like removed for other reasons (aesthetics, room to park etc.) the Landlord may consider this request in writing if the Tenant agrees to cover the cost of removal. Typically, the removal cost is \$350 - \$800 per tree depending on its location, size and difficulty to remove. These requests can be emailed to [PLGC@louisbulltribe.ca](mailto:PLGC@louisbulltribe.ca)

### **3. ENTRY AND USE OF FACILITIES**

The Landlord reserves the unfettered right to determine who enters the Park. Upon complaint, the Landlord may require the Tenant's visitors to leave the property.

Tenants will NOT enter the PLGC maintenance buildings or cart shed without the prior expressed consent of the Landlord or PLGC staff.

### **4. GARBAGE & RECYCLING COLLECTION**

The Landlord will provide weekly garbage and recycling collection. All house hold garbage must be bagged, tied and placed in the Park trash bins by 9am on the garbage collection date, and that date will be communicated to Tenants. Garbage containers must be concealed from view on RV Sites. Grass clippings and/or leaves, and empty bottles for recycling must be placed in clear garbage bags. Cardboard must be broken down and tied in a manner which enables easy compaction. Large item, electronics and hazardous item disposal is the responsibility of the Tenant. Tenants shall not deposit leaves, ashes, wood, propane bottles, barbeques, furniture, lawn chairs, large objects or any other unaccepted material posted into the Park garbage bins. Bins are to be used courteously and with respect for other Tenants.

**5. CARRYING ON BUSINESS**

Operating a business, sub-letting (ex. AirBnB, VRBO), or any other revenue generating activities by the Tenant on park property is strictly prohibited and may lead to eviction in the Landlord's sole and unfettered discretion.

**6. CURFEW**

The Tenant shall ensure that all persons under the age of 18 will be confined to their Site after 11:00 p.m., unless accompanied by an adult.

**7. BICYCLE USE**

No bicycles are to be ridden in the park after dusk. Bicycles are NOT to be ridden within the golf course at any time: not on cart paths, not on course greens, not on fairways, nor any part of the golf course.

**8. NOISE**

Quiet time is from 11:00 p.m. to 7:00 a.m. Tenants are required to keep noise to a level that will not disturb other users of the Park during that time. Loud music is not allowed at any time. Activities that generate noise that may be objectionable or disturb other Tenants are not allowed after 11:00 p.m. The Landlord may determine what constitutes unacceptable noise and the Tenant shall be bound by the Landlord's decision.

**9. TRAFFIC - ZERO TOLERANCE FOR SPEEDING**

The speed limit within the Park is 10 km/hour and Tenants shall adhere to this. Pedestrians have the right of way at all times. Speeding or stunting is sufficient cause for immediate termination of the Tenant's Lease. At the Landlord's sole and unfettered discretion, the Landlord may issue a written warning for such violations or immediately terminate the Tenant's Lease for speeding or stunting.

**10. GOLF PASSES / TRAIL FEES**

No one under 16 years of age or without valid driver's license is permitted to operate a golf cart anywhere on PLGC property.

All golf carts on PLGC property require a paid annual cart pass / trail fee regardless of whether or not the Tenant plays golf.

#### **11. MOTORIZED RECREATIONAL VEHICLES**

Dirt bikes, mini-bikes, all-terrain vehicles, quads, side-by-sides and similar vehicles shall not be brought into nor operated within the Park.

#### **12. ADVERTISING**

Advertising signs or other postings are not permitted on the Site. The Landlord may provide a bulletin board for Tenant advertising.

#### **13. PETS**

There is no area on the PLGC property that is "off leash".

Pets must be on a leash and under control, whenever outdoors within the Park. Pets are strictly prohibited on the golf course fairways and greens. Noisy, unruly, or dangerous pets as determined by the Landlord, in its sole unfettered discretion, shall not be permitted to remain or return to the Park.

Tenants must remove pet droppings by bagging same and placing such bags into Park garbage bins.

The Landlord takes dangerous and/or aggressive pet complaints seriously. If the Landlord receives a dangerous and/or aggressive pet complaint, the offending Tenant shall be issued with a warning letter requiring the Tenant to get their pet under control. Any further, subsequent, complaint(s) will result in the Tenant being instructed to immediately remove the offending pet from PLGC property. Failure to remove the offending pet may result in the termination of this Agreement.

#### **14. WILDLIFE & RODENT CONTROL**

Tenants will not feed or interfere with wildlife on PLGC property.

Tenants are responsible for rodent control within their Site. Rodent poison is limited to Warfarin in pet-proof containers only and is not to be placed outside the Tenant's recreational vehicle.

#### **15. FIRES**

Fires are permitted provided that they are contained in a removeable fire-safe container and positioned at least 2 meters away from any structure or combustible surface and in accordance with municipal bylaws. The Tenant shall not scorch or damage the grass or trees. Fires are to be attended at all times. Tenants must obey all municipal fire ban or fire restriction regulations.

Failure to comply with the foregoing will result in immediate termination of the Tenant's Lease Agreement.

## **16. FIREWOOD**

Firewood is available for purchase through the golf course check-in counter.

## **17. GASOLINE STORAGE**

The Tenant shall not store gasoline anywhere in the Park unless the gasoline is stored in Canadian Standards Association approved containers, in all totaling 10 liters or less.

## **18. HIGH ELECTRICAL USAGE ITEMS**

Large appliance usage, such as freezers, welders, etc. are strictly prohibited.

Refrigerators, separate of the one that was originally installed in Tenant's recreational vehicles, will only be permitted on PLGC property if they are "Energy Star" rated, under 20 cubic feet in size, and newer than 2018 model year.

All other refrigerators MUST be removed from PLGC property. Refrigerators that cannot be verified by the Landlord to meet these requirements are also barred from PLGC property. Failure to remove a non-compliant refrigerator will result in a \$300 assessment to the Tenant and possible further action as determined by the sole unfettered discretion of the Landlord.

## **19. WATERCRAFT AND SEASONAL STORAGE**

All watercraft, watercraft trailers, and boat lifts (collectively "Watercraft") on PLGC property must display a readable, visible, water proof and laminated label which includes the Tenant's name, Site number and contact information.

Watercraft may only be stored on Site between October 1<sup>st</sup> and May 15<sup>th</sup> with the Landlord's written approval. Watercraft storage on Site may not result in congestion of an area, block off traffic flow, or block another Tenant's view.

No watercraft (including their trailers) are to be stored within the Park during the period of May 16<sup>th</sup> through to September 30<sup>th</sup> inclusively.

An alternate storage yard area is available, provided the Tenant registers at the Landlord's office and pays the Landlord's storage fee. Storage yard sites will be rented out on an annual basis at the start of the "Season" being April 1<sup>st</sup>.

It is the Tenant's responsibility to keep the grass well-groomed and in a neat and tidy state in their storage yard site, failing which the Landlord reserves the right to prevent the Tenant from storing Watercraft within the Park. Unapproved offseason storage of large and unsightly chattels on Site may be subject to penalties in an amount determined by the Landlord and invoiced to the Tenant which amount shall be paid immediately upon receipt of the said invoice. The Tenant assumes all



risk in connection with the storage of Watercraft and releases the Landlord in connection with any claims which the Tenant may have against the Landlord for such damage or loss. The Tenant also indemnifies the Landlord in connection with claims made by third parties against the Landlord for loss to the third party's Watercraft as a result of the acts or omissions of the Tenant.

**20. COURTESY AND RESPECT**

Tenants shall at all times be courteous and respectful to the Landlord's staff and other Tenants.

**21. PARKING**

Tenants are permitted to park one passenger vehicle within the boundaries of the Site. Parking is strictly prohibited on interior roadways, green spaces, and vacant lots.

**22. DISRUPTIVE BEHAVIOR**

LOUD OR VULGAR LANGUAGE OR DRUNKEN OR OTHER INAPPROPRIATE BEHAVIOR, INCLUDING BULLYING, WILL NOT BE TOLERATED ON THE PARK PROPERTY. VIOLATIONS MAY RESULT IN EVICTION OF ALL PARTIES AND THE TERMINATION OF THIS AGREEMENT AT THE LANDLORD'S DISCRETION.

VIOLENCE OR VANDALISM ON PLGC PROPERTY WILL NOT BE TOLERATED AND RCMP WILL BE CALLED TO INVESTIGATE/ACTION AND IMMEDIATE EVICTION MAY RESULT.

**23. DAMAGES**

In the event that any PLGC property, including the Site, is directly or indirectly damaged by the Tenant, the Tenant's spouse or children or the Tenant's guests or visitors, it is the Tenant's responsibility to repair such damage, at the Tenant's own cost. If the Tenant fails to repair the said damage within a reasonable time, the Landlord may, but is not required to, carry out such repairs and recover any and all costs incurred by the Landlord on such repairs, (including the Landlord's legal costs as between solicitor and their own client on a full indemnity basis) from the Tenant.

**24. FIREWORKS AND FIREARMS**

The Landlord has a no tolerance policy for fireworks and firearms. The Tenant shall not use fireworks, firecrackers, or cap guns within the Park. No firearms, bows, crossbows or weapons of any kind are allowed within the Park. Any breach of the foregoing will result in a \$500 fine and possible immediate termination of this Agreement.

**25. WATER USE**

Washing of recreational vehicles, vehicles and watercraft is not permitted without prior, written permission of the Landlord.

**26. EVICTION**

If this Agreement is terminated, the Tenant will be allowed fourteen (14) clear days between the hours of 9:00 a.m. and 5:00 p.m., to remove all personal belongings, recreational vehicles and Tenant Improvements that are required to be removed.

**27. FLUID CLEAN UP**

If any fluids leak from the recreational vehicle (for example, oil, gasoline, anti-freeze, transmission fluid or any other liquids or contaminants) then the Tenant shall, at the Tenant's cost, remove all soil contaminated thereby and shall replace the soil removed with new clean soil. If the Tenant fails to perform their obligations as aforesaid, then the Landlord may take all steps to remove such contamination and replace the removed soil with clean soil and all costs incurred by the Landlord in so doing shall be paid by the Tenant to the Landlord on demand.

DUMPING OF FUEL, PAINT OR OTHER HAZARDOUS MATERIAL ON PLGC PROPERTY WILL NOT BE TOLERATED AND ANY INSTANCE MAY RESULT IN THE IMMEDIATE TERMINATION OF THE TENANT'S LEASE AND BE REPORTED TO ALBERTA ENVIRONMENT FOR FURTHER ACTION.