

RV PARK – SITE RENTAL AGREEMENT

THIS AGREEMENT made on this _____ day of _____ 20_____.

BETWEEN

The Nursery Golf and Country Club

AND

Name: _____

Address: _____

City/Town

Province

Postal Code

TERM: From: _____ To: _____
mm-dd-yyyy mm-dd-yyyy

FEES: Flat fee for seasonal site Seasonal Site # _____

for a total cost of: \$ _____

WHEREAS The Nursery Golf and Country Club and RV Park (“The Nursery”) is offering access for the use and enjoyment of seasonal sites for guests to park their RVs, motorhomes, or trailers and reside for a term agreed upon by the owners of The Nursery pursuant to the conditions contained in this Agreement.

WHEREAS The Nursery is first and foremost a top-level golfing facility which is offering the additional service of camping to its patrons and other guests.

WHEREAS Campers will abide by all RV Park rules as well as all Golf Club rules as a condition of their stay in the RV Park.

WHEREAS upon accepting the terms of this Agreement, Campers hereby waive their right to make a claim against The Nursery as a result of any damage, injury, or trespass related to golf balls, the Golf Club, or golfers on the adjacent golf course owned and operated by The Nursery.

1.0 INTERPRETATION

- 1.1 “Agreement” shall refer to this agreement for the rental of a site in the RV Park
- 1.2 “The Nursery” shall refer to The Nursery Golf and Country Club, its heirs, executors, managers, directors, agents, assigns, administrators, or any other legal representative of The Nursery Golf and Country Club
- 1.3 “Camper” shall refer to the person who is paying for the use of the RV Park and any person who is staying with the camper, travelling with the camper’s party, or visiting the camper.
- 1.4 “Golfer” shall refer to any person who is paying and playing a round of golf on the golf course of The Nursery Golf and Country Club.
- 1.5 “Site” shall refer to the area that campers rent on a nightly or seasonal basis for the purpose of parking their RV and using and enjoying the space.
- 1.6 “The Season” shall refer to the RV parking and camping season between May 1st and October 15th of each year, subject to any changes due to weather or at the sole discretion of The Nursery. The months outside of this term, as decided by the Nursery, shall be called “the offseason.”
- 1.7 “RV” shall mean any recreational vehicle, motorhome, camper, or any such object designed to be used to house campers on sites.

2.0 TERMS AND CONDITIONS

- 2.1 The RV and camping season will be May 1st until October 15th of each year.
- 2.2 Aside from the right to use the site for recreation and the parking of the camper’s RV, fees will include electricity, sewer access, and water. Other services such as wood and laundry will be available for purchase.
- 2.3 If there is cold weather or any other type of climate-related issue, the campers accept that there may be delays in turning on water and/or early shut offs of water at the beginning and/or end of the season
- 2.4 The Nursery is not responsible for any damaged or stolen RV or belongings. Campers must take reasonable steps to secure and protect their own RVs, vehicles, or any other property that they bring into the RV park.
- 2.5 The Nursery will not insure campers or their property in the event of theft, hail, wind, flooding, water damage, fire, vandalism, or any other similar or incidental events that cause damages or injury to Campers or their property. Campers are responsible for purchasing their own insurance.

- 2.6 The camper accepts any risks associated with errant golf balls originating from the adjacent golf course. The Nursery and the RV park exist to accommodate those who enjoy the lifestyle of camping and golfing and will not compensate campers for injuries or property damage resulting from flying golf balls. Campers hereby forego the right to make any claim against The Nursery for any injury or damages resulting from golf or golf balls. The Nursery has taken several steps to reduce the amount of errant golf balls originating from the course and crossing into the RV park, but cannot guarantee that the occasional ball may enter your site.
- 2.7 Campers will not walk on The Nursery's golf course unless they have authorization and are currently playing a round of golf. Walking on the golf course is risky, and only staff or golfers who are moving with the flow of play should be on the course.
- 2.8 There will be a winter storage fee for any RV or belongings which are stored in a site after the season has ended. This winter storage fee must be paid by October 1st of each year in order to secure the site for the offseason. Winter storage covers returning guests till the RV Park re-opens, and non returning guests until April 15th. As of April 16th, all trailers and belongings left on the site will be removed. Trailers will be towed at the owners expense. A \$300 cleaning fee will be applied if anything is left on the site that needs to be removed.
- 2.9 Campers hereby agree to pay the winter storage fee if their RV or any belongings on the site are not removed by the end of the season.
- 2.10 Campers agree to keep their RVs in good condition and maintain a pleasant appearance. RVs that are not in a state of good repair or are visibly dilapidated will not be permitted to remain on the park. Campers will submit photos of their RV to the management of The Nursery for approval prior to moving into the park.
- 2.11 A maximum of four (4) people are allowed to stay overnight on any site.
- 2.12 All visitors must leave the RV park by 11pm. Limited exceptions for children may be granted at the sole discretion of The Nursery, and management must be notified in order for this exception to apply.
- 2.13 Only one (1) vehicle shall be permitted on any site.
- 2.14 Only one (1) RV shall be permitted on any site.
- 2.15 Only one (1) golf cart shall be permitted on any site.
- 2.16 Only one (1) small boat/utility trailer shall be permitted on any site.
- 2.17 All RV's, vehicles, trailers, or any vehicle, trailer, or similar object other than a golf cart must be kept on the gravel pads on the site. This rule will be strictly enforced.
- 2.18 All visitors' vehicles, as well as any extra vehicles, must be parked in the overflow parking area located to the East of the caretaker house or in the parking lot of the golf course.
- 2.19 No trailers are allowed in the overflow or golf course parking lots.
- 2.20 Quiet time is between 11pm and 8am. All campers must keep noise at an acceptable level and respect their neighbours. Causing any sort of nuisance related to noise levels or any other type of disturbance of other campers will be grounds for dismissal from the RV park. Further,

during golfing hours, noise levels must be kept to a level that does not disturb other golfers.

- 2.21 Campers hereby accept that because of the proximity to the golf course, mowers and machines for the maintenance of the course will be operating at roughly 6am or earlier.
- 2.22 All campers who wish to golf must book a time with the golf course like any other patron. There will be no priority given to campers whatsoever.
- 2.23 No person shall be permitted on the golf course after dark or without permission at any time.
- 2.24 Golf carts belonging to The Nursery must be returned immediately after use. Campers shall not keep Nursery golf carts on their site.
- 2.25 Fire pits on sites must be maintained and kept presentable. If campers require repairs or new bricks, they must inform management as soon as is practicable.
- 2.26 Fires must be kept at a reasonable level and must always be supervised. Campers who leave fires unattended will be removed from their site.
- 2.27 Campers are responsible for being aware of any fire ban that is in effect. The Nursery is not responsible for notifying campers of fire bans, though staff will exercise best practices and attempt to keep all campers informed.
- 2.28 Campers must keep their sites in presentable condition by limiting clutter around and underneath their RVs. It is of the utmost importance that other campers can enjoy visually pleasant surroundings, and each other camper's site is a part of those surroundings.
- 2.29 Campers must utilize garbage bins. Littering and/or burning are never permitted. A large garbage bin is located at the entrance of the RV park.
- 2.30 Campers must mow and maintain the grass on their site if they are staying for the season. The green space at all times on any site is the responsibility of the camper. In the event of a long period of absence, your site's green space can be mowed by the staff. However, campers must ensure that the site is accessible to a large mower, and that there are no impediments. Staff will not move the personal property of campers to make way for mowing, including lights, tables, hoses, or any other personal belongings.
- 2.31 One (1) deck, one (1) shed, and (1) gazebo will be permitted on each **seasonal** site only.
- 2.32 All decks, sheds, gazebos, or similar structures must be approved by management and be constructed to be visually appealing and maintained and in good repair at all times.
- 2.32 Decks may not be larger than 10 feet by 15 feet and must be removable.
- 2.33 Sheds may not be larger than 10 feet by 10 feet and must be removable.
- 2.34 Gazebos may not be larger than 10 feet by 10 feet and must be removable. All gazebos must be placed on top of decks or on gravel. No gazebos are permitted on the grass of any site.
- 2.35 Campers must keep all vehicles, RVs, trailers, structures, items, and/or personal belongings must be kept, at minimum, two (2) feet from the edge of their neighbour's site. If two neighbours mutually agree to an exception, it will be permitted. In the event of conflict or if one neighbour changes their mind, this rule will always prevail.

- 2.36 No camper's items shall be placed on or around a neighbour's power, water, or sewer hookups. If you would like to place an item around or on your neighbour's hookups, it may be permitted if there is a mutual agreement. In the event of conflict or if one neighbour changes their mind, this rule will always prevail.
- 2.37 Campers shall stay off of other RV sites. Exceptions can be made if there is a mutual agreement. In the event of conflict or if one camper changes their mind, this rule will always prevail.
- 2.38 The campers hereby acknowledge that the onsite caretaker will not be available or on site at all times. Please ensure that personal sites are neat, orderly, and secure when not in residence.
- 2.39 Campers shall not leave any personal belongings laying about. It is the responsibility of the campers to secure their own sites. The Nursery will not be responsible for any lost, stolen, damaged, or vandalized goods.
- 2.40 Pets must always be approved by management and be kept on leash if approved.
- 2.41 Pets must be under control at all times and barking is not permitted.
- 2.42 Pets may not be taken onto the golf course.
- 2.43 Campers will clean up all animal waste from their pets.
- 2.42 Campers acknowledge that there are wild coyotes in the area. Please secure pets at night. The Nursery is not responsible for any harm that may befall a camper's pet.
- 2.43 Harassment against individuals within the premises is strictly prohibited. Harassment, including but not limited to verbal, physical, or visual conduct that creates an intimidating, hostile, or offensive environment, is expressly forbidden. Violation of this policy may result in immediate eviction and legal action as deemed necessary by the applicable laws and regulations governing such matters. Should you need immediate assistance, call the RCMP at 403-885-3300.
- 2.44 Campers shall not cause damage to others' property. Immediate expulsion of the offender and their entire party will be mandated in case of this sort of behaviour.
- 2.45 Campers shall not remove trees, take wood from fallen trees, or cut trees. Firewood must be brought with you or purchased at the pro shop.
- 2.46 Campers shall not remove anything from the property for use on their sites, including soil, shrubs, trees, or grass. If anything is needed, please contact management.
- 2.47 If using the coin-operated laundry machines, showers, or washrooms, campers must respect the facilities and be courteous to other users. Campers must clean up after themselves.
- 2.48 Ice and wood can be purchased from the pro shop.
- 2.49 Private alcohol may be kept and consumed only on the rented site. Campers shall not enter any roadway or the golf course with private alcohol in your possession. Campers shall not take private alcohol onto the golf course. No alcohol purchased from the clubhouse can be taken to sites and must be consumed while golfing or at the clubhouse.

2.50 Campers shall not be allowed to remain on sites if they are intoxicated and behaving disorderly or abusive towards any person. Immediate expulsion of the offender and their entire party will be mandated in case of this sort of behaviour.

2.51 In case of an emergency, please contact the pro shop during regular hours or call 911 for an ambulance or in case of imminent danger or threats.

Fire Department: 403-782-1230

Blackfalds RCMP: 403-885-3300

3.0 ACCEPTANCE AND ACKNOWLEDGEMENT

3.1 The camper agrees that they were given an opportunity to review this document before accepting its terms, and that they understand and consent to the contents of this Agreement.

3.2 The camper acknowledges that they are waiving their right to claim against The Nursery for any injury or damage related to errant golf balls

3.3 The camper agrees to abide by all terms and conditions contained in this Agreement.

3.4 All members of the camper's party will agree to all terms and conditions and components of this Agreement which have been agreed upon by the camper.

SIGNED AND ACCEPTED THIS _____ DAY OF _____ 20_____.

SIGNATURE

PRINT NAME

PRINT NAMES BELOW OF ALL CAMPERS IN YOUR PARTY

