



Lakefront Lot ____
CABIN LOT
AGREEMENT _____

... with ...

STEEP ROCK BEACH PARK

Box 106, Moosehorn, Manitoba R0C 2E0
Tel / Fax: (204) 449-2221 Cell: (204) 461-1309
E-mail: steeprockpark@gmail.com Website: www.steeprockbeach.ca

... and ...

Name _____

Address _____

Tel: (204) 353-2524
Work: (204)

Fax: (204)
Work: (204)

Cell: (204)
E-mail:

Cell: (204)

***BALANCE OF FEES DUE DATE: APRIL 1ST,
AGREEMENT SUBJECT TO CANCELLATION IF FEES NOT RECEIVED BY DUE DATE***

*Invoice due and payable at due date, 2% interest levied on all overdue accounts
Interest charges compounded on the 30th, \$25 surcharge levied on NSF cheques*

WHEREAS the land hereinafter described is owned by the Rural Municipality of Grahamdale, and the Municipality has, by resolution encoded in Municipal By-Law № 683/92, designated the land for recreational purposes and delegated full authority to the Grahamdale Development Corporation operating as Steep Rock Beach Park (hereafter referred to as the "Park") relating to control, management, and all manner of dealings whatsoever affecting the said land;

AND WHEREAS the person(s) noted above (hereafter referred to as the "Lessee"), being of the legal age of 18 years, has applied for an annual Lot lease;

THEREFORE the Park does hereby grant annual lease privileges to the Lessee at the Lot noted above, which the Lessee shall peaceably hold and enjoy during the term without interruption, subject to full payment of the annual fees and any ancillary fees, as well as the return of one signed copy of this Agreement by the due date, and abiding by the stipulations contained herein.

1. The exercise and enjoyment of the rights herein granted are subject to the following terms:

(a) A invoice shall be mailed or emailed to the Lessee prior to April 1st, and the payment of all fees as invoiced

by the due date indicated, shall secure the Lot for the duration of the term.

- (b) Annual fees shall be subject to annual review. Correspondence shall be mailed to the last address of the Lessee known to the Park. **IT IS THE RESPONSIBILITY OF THE LESSEE TO ADVISE THE PARK OF ANY NAME, ADDRESS OR CONTACT NUMBER CHANGES.** The Park is not responsible for unfavourable consequences arising due to the Lessee's failure to provide updated contact information.
- (c) Should the Lessee not wish to renew the Agreement, the Park shall be notified no later than April 1st.
- (d) Should fees not be received by the due date the Park shall assume the Lessee is not desirous of renewing the lease and said lease shall be immediately terminated. The Lessee shall remove any property under his ownership, care or control situated on the Lot within thirty days of notification of termination, or such other time as may be mutually agreed upon. If such property has not been removed at the end of the agreed period, the Park shall deem the property to be abandoned and assume ownership.
- (e) Should the Lot be withdrawn from annual use, the Lessee shall be notified one year in advance of the expiration of the lease.
- (f) If no development plans take precedence, the Lots will be phased-out through attrition.

2. **THE LOT SHALL NOT BE USED FOR ANY PURPOSE OTHER THAN A SINGLE-FAMILY VACATION HOME** and usual and customary purposes incidental thereto. Occupancy shall be limited to the Lessee's **immediate (not extended) family**. **Guest Camping:** Any visitors temporarily bringing a licensed RV onto your lot must have park approval and pay an un-serviced lot fee per night.

3. **THE PARK IS CLOSED DURING THE OFF-SEASON.** The Lessee shall be provided with two keys to the padlock on the main entrance gate. These keys shall be for the Lessee's use only and shall not be transferred or duplicated. If a key is lost or misplaced, the Park shall be notified immediately, and a replacement key shall be issued at the Lessee's expense.

4. The Rural Municipality of Grahamdale Development Plan By-Law № 936/05 and Zoning By-Law № 937/05 regulates annual Lots as follows:

- (a) The Municipality may levy property taxes in respect of any buildings, structures, or RVs not currently registered with the Department of Motor Vehicles. The Lessee shall pay all realty taxes and assessments levied during the term; and further that this Agreement is subject to termination upon notification by the Municipality concerning non-payment of such levies.
- (b) Lessees **MUST** obtain a Provincial Building Permit from the Municipal Office, or such other permits required by any other governmental authority having jurisdiction, prior to commencing any new construction, additions, alterations, reconstruction, removal, demolition or relocation of existing construction, bringing in ready to move buildings and structures. **A COPY OF THE PERMIT SHALL BE SUBMITTED TO THE PARK OFFICE PRIOR TO ANY WORK COMMENCING.**
- (c) The Park is required to monitor and regulate all other Lot improvements. Lessees **MUST** obtain a Site Improvement Permit from the Park Office prior to commencing any improvements such as, but not limited to, site clearance or erection of fences. **NO WORK SHALL BEGIN PRIOR TO THE PERMIT BEING APPROVED.**
- (d) **EXISTING TREES AND VEGETATION ENCLOSING THE LOT ARE NOT PART OF THE FUNCTIONAL**

LOT AND AS SUCH MAY NOT BE REMOVED. A minimum 10 ft. shelterbelt of existing trees shall be maintained between neighbouring Lots, Campsites or Park infrastructure. Upon obtaining a Site Improvement Permit, Lessees may be permitted to clear additional space within the Lot. If there is no or inadequate existing trees or shrubbery, the Park has no objection to the planting of trees.

- (e) A 100 ft. public reserve shall be maintained from the high water mark to the front of each Lot. The lakeside boundary is the east side of the old road grade.
- (f) House trailers, mobile homes, busses, RVs or other such camping units are not permitted as either residences or accessory buildings.
- (g) Residences, accessory buildings and other structures must maintain a 5 ft. setback distance from all side boundaries of the Lot and 10 ft. between the residence and any accessory buildings or structures, in accordance with Municipal fire regulations.
- (h) Boathouses and / or boat mooring facilities shall not be permitted and no construction, installations or plantings shall be permitted on the old road grade, blocking public walk-ways, on the beach or within the Marina.
- (i) Fences may be erected for privacy, windbreak or purely decorative purposes. Construction must be secure, safe and minimal in nature, utilizing open weave materials such as lattice, finished side visible to the public, esthetically pleasing to the eye and not exceed 5 ft in height.
- (j) Should the Lessee not adhere to Park regulations, the Park has the right to request either an immediate reduction in size or total removal of any construction. Failure to comply within the specified time-frame shall result in immediate eviction without refund of any fees paid for the term.

5. The Lessee agrees to be bound by the following conditions of use:

- (a) The Lessee shall pay all realty taxes and assessments whatsoever levied during the term in respect of the Lot and any buildings, structures or other improvements; and further that this Agreement is subject to termination for non-payment of such levies.
- (b) **PARK IS NOT RESPONSIBLE FOR ACCIDENTS, VANDALISM, THEFT, BREAK-INS OR LOSSES.** The Lessee is responsible for insuring the Lot, personal property and belongings against damage, and also maintain insurance for public liability in an amount not less than one million (\$1,000,000.00) dollars per occurrence during the term. It is understood that the Park is not responsible for accidents, theft, break-ins or losses. Upon request, the Lessee agrees to deliver to the Park certified copies of the insurance policies providing insurance required hereunder, including any subsequent updates. The Lessee shall be fully liable and responsible for any injury and property damage caused by fires originating on the Lot.
- (c) The Park wishes to present a fresh, clean, wholesome family atmosphere imbued with a sense of pride. Lessees are responsible for maintaining a safe and hazard free Lot and observing secure storage practices for all items. The Lessee is responsible for mowing the grass and all other Lot maintenance; cabins, accessory buildings, structures, and all other property shall be kept in a state of good repair. The storage of unsightly and/or derelict vehicles, equipment, appliances or construction materials is prohibited in compliance with Municipal By-Law № 444/89. The Lessee agrees to undertake any repairs, maintenance, and/or removal of unsightly apparatus or materials promptly, according to notice from the Park.
- (d) **THE COST OF GARBAGE REMOVAL FOR THE PARK IS NOT PAID FOR BY MUNICIPAL FUNDING**

AND MUST BE COVERED BY PARK REVENUES. HOWEVER, DURING THE CAMPING SEASON LESSEES MAY TAKE ADVANTAGE OF THE PARK GARBAGE REMOVAL SERVICE. Littering and/or inappropriate disposal of food waste or fish guts can quickly destroy the Park's natural atmosphere, interfere with the enjoyment of the Park by other persons, and attract nuisance animals such as skunks, raccoons and bears.

- i) Household garbage and general refuse must be neatly bagged and routinely placed in the refuse containers provided throughout the Park.
 - ii) Cooled ashes from fire-pits should be transferred to tightly tied, heavy-gauge garbage bags, then placed beside (not inside) the refuse containers provided. Please do not dump ashes into the bushes or directly into the refuse containers.
 - iii) All fish guts must be deposited in the appropriate containers provided along the east and west Marina embankments **ONLY**.
 - iv) Lessees are responsible for the removal of all garbage and refuse during the Park off-season.
- (e) Necessary measures must be taken to ensure that the air, water and soil are protected from contamination. Further, the creation of insect breeding grounds and areas frequented by nuisance animals must be prevented to safeguard our children from disease and injury.
- i) The Lessee shall provide sanitary facilities in accordance with the Manitoba Environment Act and in such a manner as not to cause any public health hazard. Pit privies, pail privies, grey-water or solid effluent fields shall not be permitted.
 - ii) **DISCHARGE OF ALL WATER AND SEWAGE MUST BE BY WAY OF A CSA APPROVED SEPTIC HOLDING TANK ONLY.** Disposal on open ground, in the bush, in sump-holes, in the Marina or into Lake Manitoba is strictly prohibited.
 - iii) On-going maintenance, disposal and odor control is the responsibility of the Lessee. Arrangements for disposal may be made at the Park Office on a fee-for-service basis by the Park sewage truck, or, alternatively, with a private sewage disposal operator. It is required that all pump-outs be logged at the Park Office.
6. The Lessee agrees to be bound by the following general rules of conduct: (**Note:** The Lessee must inform their guests)
- (a) **PARK PUBLIC HOURS OF OPERATION ARE 9:00 A.M. – 11:00 P.M.**
 - (b) **PARK “QUIET TIME” IS 11:00 P.M. – 9:00 A.M.** The Lessee shall ensure that nothing done by themselves or guests at the Lot will obstruct, interrupt or interfere with the quiet, peaceful use and enjoyment of the Park by any other person. Excepting Park staff, use of chainsaws or other such equipment is prohibited between 9:00 p.m. – 9:00 a.m.
 - (c) **SPEED LIMIT ON ALL ROADS AND TRAILS WITHIN THE PARK IS 15 KM/HR – SLOWER IF WET OR DUSTY. Unnecessary** vehicular traffic is discouraged at all times – please walk or bicycle. Vehicular traffic is strictly prohibited during “Quiet Time” – any person driving around the Park during these hours without satisfactory reason may be subject to immediate eviction. Vehicles without lights shall not be operated after dark (whatever hour that may be).

- (d) **ATVS AND GOLFCARTS ARE PERMITTED WITHIN THE PARK AND OPERATION IS RESTRICTED IN ACCORDANCE WITH THE OFF-ROAD VEHICLE POLICY** (attached Schedule 1). Dirt-bikes, mini-bikes, trail bikes, dune or sport buggies and other such vehicles are not allowed within the Park at any time – no matter what size.
- (e) **ALCOHOLIC BEVERAGES MAY BE CONSUMED ONLY WITHIN THE CONFINES OF THE LOT**, in accordance with the requirements of The Liquor Control Act. Liquor is not permitted anywhere on the Park grounds, including the beach; designated swimming areas; playground; marina; roads and parking lots; public washrooms, laundry and shower facilities; restaurant or Park Office.
- (f) **LAUNCHING OR MOORING AT THE BEACH IS NOT PERMITTED.** Watercraft (motor boats, jet skis, kayaks, canoes, paddleboats, zodiacs, etc.) must be launched or moored at the Marina. Arrangements for short or long-term mooring must be made at the Park Office. Watercraft and trailers may be parked within the Lot if room allows, otherwise, parking shall be at the public parking lot on the west side of the Marina adjacent to the boat launch.
- (g) **THERE SHALL BE NO FISHING, BOATING, SAILING, JET-SKIING, WIND-SURFING OR WATER-SKIING IN THE DESIGNATED SWIMMING AREA.** Conversely, there shall be no swimming in the Marina. Persons engaged in water sports on Lake Manitoba shall do so with utmost respect to swimmers and / or persons enjoying the beach area.
- (h) **PETS MUST BE KEPT LEASHED, TIED, CAGED OR UNDER PHYSICAL CONTROL AT ALL TIMES**, in compliance with Municipal By-Law № 287/82 and № 563/89. Pet owners are responsible for cleaning up after their pets, **PLEASE** carry plastic bags with you at all times and dispose of **tightly** tied bags in the refuse containers provided. Lessees are responsible for ensuring there is no excessive barking or other noise. Pets are not allowed on the beach; in the designated swimming area; playground; marina; public washrooms; laundry or shower facilities; restaurant or deck; rental cabin or Park Office. Pets must not be left unattended at the Lot or anywhere else within the Park. **PLEASE LIMIT THE NUMBER OF PETS YOU BRING WITH YOU.**
- (i) The Park Beautification Program uses monies from the return of aluminum beer/pop cans and glass beer bottles left by casual/seasonal Campers. If you wish to contribute to this program, empties may be dropped into recycle bins/shacks. **SCAVENGING FOR BEER BOTTLES, UNUSED FIREWOOD OR SUCH OTHER DISCARDED ITEMS IN ANY VACATED CAMPSITE OR ANYWHERE WITHIN THE CONFINES OF THE PARK IS STRICTLY FORBIDDEN.**
- (j) **PRE-APPROVED FAMILY FIREWORKS WILL BE ALLOWED 11:00 P.M – 12:00 A.M. (MIDNIGHT) AT THE BEACH WITH ARRANGEMENTS ANGLED TOWARDS THE WATER ONLY.** For safety reasons, fireworks may not be set off at the Lot or anywhere else within the Park.
- (k) Open fires are prohibited. All fires must be contained in a fire-pit.
- (l) Possession, brandishing and / or discharging of a firearm (inclusive of air or pellet guns), or any other device designed to propel projectiles, within the Park is strictly prohibited.
- (m) Vandalism, in any way, shape or form, shall be grounds for legal charges, payment of damages and / or eviction from the Park. Don't litter, damage property or trespass on or through Lots or Campsites (including those of absentee owners) or private paths. To provide a safer family environment, please report known violations to the Park Office.

7. **THE LESSEE SHALL NOT RENT, SUBLET OR RE-ASSIGN LEASE PRIVILEGES.** If other family members will

be using your Campsite in your absence, please advise the Park Office in advance along with names and dates of use. Guests **must** check in at the Park Office upon initial arrival and final departure – if discovered, unknown persons will be evicted.

8. The Lessee shall keep the Park indemnified against all suits, actions, claims, demands, damages, costs, counsel fees, expenses and liabilities whatsoever by any person, firm, corporation, and whether in respect of death, injury, loss or damage to persons or personal property, arising out of or occasioned by the maintenance, use or occupancy of the Lot, or the unauthorized assignment, subletting, transfer or other disposition of the same or any part thereof.
9. Upon expiration of this Agreement and non-renewal for another term, the Lessee agrees to leave the Lot in a state of good repair. The Lessee must remove all property from the Park premises within thirty days of the expiration of the lease.
10. Management, staff and any person so designated, has right-of-entry at all Lots to inspect concerning compliance with the stipulations herein contained.

INFRACTIONS OF ANY RULES, REGULATIONS OR POLICIES ARE SUBJECT TO THE FOLLOWING PROCESS:

- **A \$100.00 – \$1,000.00 FINE LEVIED BY THE PARK**
- **STEP 1: A FORMAL VERBAL WARNING ISSUED BY THE PARK MANAGERS**
- **STEP 2: A FORMAL WRITTEN WARNING ISSUED BY THE BOARD**
- **STEP 3: IMMEDIATE EVICTION AUTHORIZED BY THE BOARD**

THE SEVERITY OF THE INFRACTION MAY RESULT IN IMMEDIATE IMPLEMENTATION OF STEP 2 OR 3

11. **FULL PAYMENT OF FEES IS DUE APRIL 1ST.** Fees may be paid as follows:

- Payments accepted by post-dated cheques, cash, debit & TelPay (your Account N^o is at the bottom of your Invoice), or pre-authorized on Visa, MasterCard.
- Monthly post dated cheques or pre-authorized Visa, Mastercard can be arranged with office.
- Balance of fees at April 1st

***All Lessees have received this revised Seasonal Lot Agreement
– please sign and return one copy to the Park Office by April 1st.***

I (WE) HAVE READ, RESPECT, AND AGREE TO ABIDE BY THE STIPULATIONS CONTAINED HEREIN.

Dated _____ (Lessee)

(Steep Rock Beach Park – Administrator)

(Lessee)

Schedule 1
OFF-ROAD VEHICLE POLICY
ATVs ' Golf carts ' Other

PLEASE REMEMBER THAT THIS IS A PARK
***Boundaries are Crossen Road (North), Kyler Road (East), Lakeshore Road (South),
Little Steep Rock Rd (West) and Lake Manitoba (North West).***

Vehicles (trucks, cars, SUVs, ATVs or golfcarts) are meant to be parked at your Lot or at designated parking lots and people are meant to walk or bicycle and enjoy the peace, quiet and tranquility of the Park without the noise, pollution, dust or safety risk generated by any vehicle.

- **UNNECESSARY VEHICULAR TRAFFIC IS DISCOURAGED WITHIN THE PARK AT ALL TIMES – PLEASE WALK OR USE A BICYCLE.**
 - **VEHICULAR TRAFFIC IS PROHIBITED BETWEEN 11:00 P.M. – 9:00 A.M.**
 - **VEHICLES WITHOUT LIGHTS SHALL NOT BE OPERATED AFTER DUSK (WHATEVER HOUR THAT MAY BE).**
-

Permission to operate ATVs and golf carts was introduced on an annual trial basis in 2005. This privilege was extended to make life easier by allowing an alternate means of transportation to co-exist in peaceful harmony with the communal atmosphere of rest and relaxation enjoyed by everyone. The Manitoba Off-Road Vehicle Act regulations are mandatory to ensure both your safety as an operator and the safety of the general public.

After reviewing the Manitoba Off-Road Vehicle Act, considering position papers on ATV safety, meeting with RCMP and consulting insurance providers, the following regulations were adopted in 2007.

1. **Licence and Insurance (Autopac) or Registration**
 - ATVs require an ORV licence with third party liability coverage.
 - Golf carts do not require an ORV licence; however, they must be registered at the Park Office along with proof of third party liability coverage.
 - ATVs and golf carts must be in good working condition with proper exhaust mufflers. Electric golf carts are preferred to gas.
2. **Operator requirements**
 - All operators must have a full & valid Class 5 vehicle licence, no matter what age.
 - Exemptions may be made upon individual request to the Board stating reason.
3. **Helmet use**
 - ATV drivers and passengers **must** wear helmets **at all times** – it is **mandatory** under the Manitoba Off-Roads Vehicle Act.

- Golf cart drivers and passengers do not require helmets – however, helmet use the same as for bicycles is highly recommended.

4. **Carrying passengers**

- ATVs not allowed passengers unless equipped with a manufactured secondary seat designed for that purpose – then 1 passenger only allowed.
- Golf carts allowed 1 passenger only seated beside the driver. 1 or 2 extra passengers are permitted behind the driver if there is a manufactured secondary seat designed for such purpose.
- Passengers are **never** allowed on front or back carrier racks or boxes.
- Passengers must be seated at all times and not hanging over the edge of the seat.

5. **Towing**

- Not to be used for towing trailers, boats or other apparatus **carrying another person**.

6. **Road etiquette and speed limit**

- To be driven as closely as possible along the right-hand edge of roads or marked common trails within the Park, single file (not side-by-side), in the same direction as other vehicle traffic.
- Roads in camping areas may be used as a means of access to and from your Lot on a **reasonable and limited basis only – not constantly in and out**.
- Speed limit is maximum 15kms on all roads or trails (slower if wet or dusty) – please watch for other vehicles, cyclists, pedestrians and children at play.
- Required to pay the current gate admission fees upon entering the Park.

7. **Bridge protocol and restricted areas**

- Pedestrians and cyclists have the right-of-way on the Walking Bridge – ATVs and golf carts may cross **only** when clear.
- Not allowed on the beach, in the playground, in the Entertainment Area, Fun Putt greens or on the baseball diamond – period. Golf carts permitted on the Fun Putt greens only if using the greens for the intended purpose.
- Not permitted to be driven across open grassed areas such as, but not limited to, the Overflow area or the field between the marina and the main campground unless a common trail is marked for such purpose.

8. **Joyriding**

- To be used as an alternate means of transportation when required.
- Joyriding is not permitted – period.

Other motorized off-road vehicles

- Dirt-bikes, mini-bikes, trail bikes, dune or sport buggies and such other vehicles are not allowed in the Park at any time – no matter what size.

Infractions

- First offences are subject to permanent revoking of operating privileges and forwarding of an incident report to the RCMP.
- Second offences are subject to immediate eviction.

***All Lessees have received this revised Seasonal Lot Agreement
– please sign and return one copy to the Park Office by April 1st.***

I (WE) HAVE READ, RESPECT, AND AGREE TO ABIDE BY THE STIPULATIONS CONTAINED HEREIN.

Dated _____ (Lessee)

(Steep Rock Beach Park – Administrator) _____ (Lessee)