



# SEASONAL CAMPSITE AGREEMENT

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WHEREAS the individual entering into this agreement (hereafter referred to as the “Camper”), being of legal age of 18 years, has applied for seasonal camping privileges at Steep Rock Beach Park (hereafter referred to as the “Camper”);

AND WHEREAS nothing in this agreement shall exempt the Camper from adhering to all municipal, provincial or federal laws, regulations or bylaws and if at any point, conflict between this agreement and such laws, regulations or bylaws should occur, the most stringent shall have effect. Municipal building guidelines have been attached to this agreement as **Schedule A**. It is the responsibility of the Camper to be aware of and observe all such laws, regulations or bylaws;

AND WHEREAS at the time of signing, the Camper shall be responsible for payment of any and all noted fees as attached in **Schedule B**:

THEREFORE the Park does hereby grant seasonal camping privileges to the Camper at the site noted on the final signature page of this agreement, which the Camper shall peaceably hold and enjoy during the season without interruption, subject to payment of fees as well as the return of **one signed copy of the Agreement signature page by the due date noted**, and abiding by the stipulations contained herein.

## Conditions of Agreement:

1. The exercise and enjoyment of the rights herein granted are subject to the following terms:
  - i. One camping unit (hereafter referred to as an RV) less than 25 years AT TIME OF OCCUPANCY, well maintained and in good physical condition, licensed and registered (an exemption may be granted by the park board)
  - ii. Seasonal fees shall be subject to annual review and notice of changes to the fee schedule shall be considered delivered when emailed/mailed to the Camper as per the contact information provided and contained in this agreement. **IT IS THE RESPONSIBILITY OF THE CAMPER TO ADVISE THE PARK OF ANY NAME, ADDRESS/EMAIL OR CONTACT NUMBER CHANGES.**
  - iii. **Should the Camper not wish to renew the Agreement, the Park shall be notified no later than October 1<sup>st</sup>** of the current season. No deposit refund will be issued if notice is given after October 1<sup>st</sup>. All gate cards must be returned. Any installment payments shall be refunded less any outstanding payments.

- iv. Should the Campsite be withdrawn from seasonal use, the Camper shall be advised by letter no later than March 1<sup>st</sup>. Any deposit / administration fee paid shall be returned, or at the request of the Camper, transferred to an alternate available seasonal Campsite.
  - v. **SHOULD FEES NOT BE RECEIVED BY THE DUE DATE, AND ALTERNATE ARRANGEMENTS HAVE NOT BEEN MUTUALLY AGREED TO IN WRITING, AGREEMENTS SHALL BE AUTOMATICALLY TERMINATED AND DEPOSIT / ADMINISTRATION FEES RETAINED. IMMEDIATE EVICTION WILL BE MADE.** The Camper shall remove all property under his ownership, care or control situated on the Campsite within seven days of notification of termination. If the Camper does not remove such property within the seven days specified, the Park shall arrange for immediate removal and the property shall be deemed abandoned and the Park shall assume ownership.
2. **THE CAMPSITE SHALL NOT BE USED FOR ANY PURPOSE OTHER THAN A SINGLE-FAMILY MOBILE VACATION HOME** and usual and customary purposes incidental thereto. Occupancy shall be limited to the Camper's **immediate family**. Immediate family is defined as: spouse, child, mother, father, sister, brother, father-in-law, mother-in-law, and any relative or person who is living with and dependent on the seasonal camper.
3. The Park is required to monitor and regulate site improvements, specifically:
  - i) Campers must obtain a development or building permit issued by the municipality or other governing jurisdiction as per attached **Schedule A** and provide a copy of same to Park management prior to any work commencing.
  - i) It is understood that any surface/cosmetic improvements made to the Campsite by the Camper, such as but not limited to, the addition of crushed rock / soil, decorative rocks, rock encased fire-pits, in-laid garden or railway ties, trees / shrub plantings, rock gardens or flower-beds, become an integral part of the Campsite, and ownership transfers to the Park upon the campsite being vacated. Permitted structures, as per Schedule A, must be removed upon leaving and the ground re-levelled. No enlargement of your site or cutting of any trees without management approval.
  - ii) **EXISTING TREES AND VEGETATION ENCLOSING THE CAMPSITE ARE NOT PART OF THE FUNCTIONAL CAMPSITE AND AS SUCH MAY NOT BE REMOVED.**
  - iii) The Camper is responsible for maintaining the campsites lawn and yard. The Camper agrees to undertake any repairs, maintenance and or removal of unsightly apparatus or materials upon notices from the Park.
- (d) Boathouses and / or boat mooring facilities shall not be permitted at lakefront Campsites and no construction, installations or plantings shall be permitted on the old road grade or

the lake side of the old road grade, on the beach or within the Marina. Upon approval, small-scale floating rafts built into the lake for the express purpose of walking, sitting, swimming or such other activities may be constructed at lakefront Campsites on the south side of the Marina only.

4. **THE PARK IS NOT RESPONSIBLE FOR ACCIDENTS, VANDALISM, THEFT, BREAK-INS OR LOSSES.** The Camper is responsible for securing and ensuring the RV, accessory buildings, structures, shelters and personal belongings during the season and off-season.

5. Garbage:

- i) Household garbage/recycling and general refuse must be tightly bagged and placed in the refuse containers provided.
- ii) Cooled fire-pit ashes 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) **FISH GUTS MUST BE DEPOSITED IN THE CONTAINERS PROVIDED ON BOTH SIDES OF THE MARINA EMBANKMENT ONLY.**
- ii) Disposal of furniture, major appliances, plant debris, construction or demolition rubble, propane tanks, batteries, used oil or any other such items, is the responsibility of the Camper. **DO NOT LEAVE IN GARBAGE CONTAINERS – THESE ITEMS MUST BE DISPOSED OF BY CAMPERS.** Faulkner Garbage Dump schedule is posted in the office.

6. Water and Waste Water:

- i) **DISCHARGE OF ALL GREY-WATER AND SEWAGE MUST BE BY WAY OF HOLDING TANK ONLY. PIT PRIVIES, PAIL PRIVIES, GREY-WATER OR SOLID EFFLUENT FIELDS SHALL NOT BE PERMITTED.**
- ii) On-going maintenance, disposal and odour control is the responsibility of the Camper. Arrangements for disposal may be made with a private sewage disposal operator.
- iv) Water is sourced from deep-water wells and is chlorinated as per provincial regulation, and as such is considered potable. Please be advised that Boil Water Advisories may be issued.

7. **The Camper agrees to be bound by the following general rules of conduct:**

- i. **PARK PUBLIC HOURS OF OPERATION ARE 9:00 A.M. – 10:00 P.M.** Visitors are requested to vacate the Park premises by 11:00 p.m. Only Lessees or Campers will be permitted to enter the Park after 10:00 p.m.

- ii. **PARK “QUIET TIME” IS 11:00 P.M. – 9:00 A.M.** Excepting Park staff, use of power tools or other noisy equipment is prohibited between 9:00 p.m. – 10:00 a.m.
- iii. **ALCOHOLIC BEVERAGES MAY BE CONSUMED ONLY WITHIN THE CONFINES OF THE CAMPSITE**, in accordance with the requirements of The Liquor Control Act. Glass bottles are not allowed – please use only aluminum cans or plastic bottles. Liquor is not permitted anywhere else on the Park grounds unless so stipulated.
- iv. Possession, brandishing and / or discharging of a firearm (inclusive of air or pellet guns), or any other device designed to propel projectiles or cause bodily harm, within the Park is strictly prohibited.
- v. **PETS MUST BE KEPT LEASHED**: Pet owners are responsible for ensuring their good behavior, continued silence and for cleaning up after them. Pets are not allowed on the beach; in the designated swimming area; playground; marina; public washrooms, laundry or shower facilities; restaurant; rental cabin or Park Office. Pets must not be left unattended at the Campsite or anywhere else within the Park.
- vi. **ATVS AND GOLFCARTS ARE PERMITTED WITHIN THE PARK AND OPERATION IS RESTRICTED IN ACCORDANCE WITH MOTOR VEHICLE REGULATIONS.**
- vii. **SPEED LIMIT ON ALL ROADS AND TRAILS WITHIN THE PARK IS 15 KM / HR** Unnecessary vehicular traffic is discouraged at all times – please walk or bicycle. Vehicles without lights shall not be operated after dusk.
- viii. **LAUNCHING OR MOORING AT THE BEACH IS NOT PERMITTED.**
- ix. Campers **MAY NOT ACT AS A VENDOR SELLING ITEMS FROM THEIR CAMPSITE** without the prior approval of the Board, (Policies and Procedures 12.24) The board reserves the right to charge a fee.
- x. **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.
- xi. **MANAGEMENT APPROVED FAMILY FIREWORKS DISPLAYS WILL BE PERMITTED BETWEEN 10:00 P.M. – 11:00 P.M. ON THE BEACHFRONT WITH ARRANGEMENTS ANGLED TOWARDS THE WATER ONLY.** For safety

reasons, fireworks may not be set off at the Campsite or anywhere else within the Park.

- xii. 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 Campsites (including Campsites of absent Campers) or private paths. To provide a safer family environment, please report known violations to the Park Office.

8. **CAMPER'S SHALL NOT RENT OR RE-ASSIGN SEASONAL CAMPING PRIVILEGES.** If other immediate family members (see definition in clause 2) will be using your Campsite in your absence, please advise the Park Office in advance along with names and dates of use.

9. **CAMPSITES MAY BE SUBLET ON A PER SEASON BASIS, BY THE PRIMARY CAMPER ONLY, UPON INDIVIDUAL WRITTEN REQUEST**

If approved, sublets may be allowed for a maximum of two years only. Sublets will be reviewed annually.

- i) Should written permission be granted, a \$200.00 administration fee is required from the primary Camper. The primary Camper will be responsible for any matters arising from the pre-existing condition of the Campsite.

- ii) A Sublet Agreement will be issued to both the primary and the secondary Camper and both Campers shall be under contract to the Park and all payment of fees shall be made to the Park. The secondary Camper will be responsible for payment of all seasonal and ancillary fees, a copy of signed agreement outlining the arrangement between both parties: fees and liability must be provided to the park. Should the secondary Camper default on payment, the primary Camper is responsible for payment of fees in order to retain the Campsite.

- iii) Right of use for the season will transfer to the secondary Camper, however, the secondary Camper may not alter the Campsite in any permanent manner without the written consent of the primary Camper and an approved Site Improvement Permit from the Park Office. All correspondence to the secondary Camper will be copied to the primary Camper.

10. Management, staff and any person so designated, has right-of-entry at all Campsites to inspect concerning compliance with the stipulations herein contained.

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

- **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. **ALL CAMPSITES MUST BE CLOSED DOWN AND WINTERIZED NO LATER THAN OCTOBER 15<sup>TH</sup>.** If renewing camping privileges for the following season, the Camper may leave his property on-site over the winter months. In consideration of such permission, the Camper acknowledges that all such property is left at his sole risk. If not renewing camping privileges, the Camper must remove all personal portable property from the Park premises not later than October 15<sup>th</sup>, return any issued Gate Cards for refund and leave the Campsite in a state of good repair. If notification has not been received by October 15<sup>th</sup>, the \$200.00 deposit fee will be retained by the Park.

## SCHEDULE A:



# RM of Grahamdale and Steep Rock Beach Park Seasonal Campers' Guide

## Permitted Structures and Accessory Buildings

The combination of any of the following permitted equipment and structures may not exceed the allowable footprint of 700 sq. ft. No equipment or structures may exceed the allowable measurements, even if the total footprint is less than 700 sq. ft. All structures and equipment are to adhere to the proper setbacks

*All Structures shall require a Municipal Building Permit.*

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- 1. one camping unit**
    - tent, tent-trailer, camper-truck, camping trailer, fifth-wheel or motor home, not to exceed the size of the campsite
    - proof of valid registration and/or proof of insurance to be submitted to Park Management annually.
  
  - 2. one additional sleeping tent**
  
  - 3. one screened dining tent**
    - must not exceed 144 sq. ft.
    - may not be used for storage of garbage, recyclables or any combustible material
    - if special occasions warrant additional dining tents a temporary event permit is to be obtained from Park Management
  
  - 4. one deck or patio, raised or at ground level**
    - must fit in the overall footprint of the site and not encroach on green space or other sites
    - made of wood or other material i.e. pvc or composite decking
    - all constructed decks and patios will require a Municipal building permit and resulting inspections.
  
    - Ground level patio stone or blocks or carpet is allowed.
  
  - 5. one add-a-room**
    - must not exceed 144 sq. ft. or the footprint of the camping unit, whichever is less
    - canvas or vinyl and screened material product, commonly sold with trailers, which attaches to the trailer or recreational vehicle

**6. Temporary Location Permits**

- Permits to be issued by Park Management
- allowing temporary RV campers on a seasonal lot
- extra fee to be charged
- must still fit within the lot and shall not encroach onto green space or other sites.

**7. tarps**

- no horizontal or vertical tarps allowed

**8. fences**

- permanent fences or gates are not permitted; --portable privacy fences are permitted as long as not cemented in place and must follow the guidelines of the RM Zoning By-Law
- height of a fence in a front yard is 3 ½ feet maximum
- height of a fence in a back and side yard is 6 feet maximum
- aesthetic side facing outward

**9. portable shower**

- catch basin is required to collect grey water for appropriate dumping facility

**10. Certified ABC Dry Chemical Fire Extinguisher**

- one minimum 10 lb at each site

**11. holding tanks**

- allowed if they are part of the camping unit or are a recognized portable wastewater receptacle
- all above ground poly tanks must not exceed 250 gallons and be CSA approved
- examples of recognized portable wastewater receptacles allowed: Smart Totes or Tote-Along. They must be CSA approved.

**12. CSA approved wood, electric, oil or propane heat sources** with chimneys permitted if part of a trailer or recreational vehicle. No additional stoves or heat sources allowed.

**13. Refrigerator/freezer**

- permitted if they are contained within one of the allowable structures on the campsite. They must be locked or housed within a locked structure.

**14. satellite television dishes**

- permitted only on designated site
- telephone or cable installations are not permitted

**15. one Accessory Building – Hard sided**

- maximum 12 x 12 x 12 (144 sq ft) from the floor
- Municipal Building Permit and Electrical Permits are required
- No Plumbing allowed
- Not be used as sleeping quarters



**16. maximum two approved grated fire pit**

-permitted – only one in use at a time

**17. portable CSA BBQ**

-permitted

**18. one soft sided cabana**

-allowed only if add-a-room or roll-out awning is not present

-not to exceed 144 sq. ft.

-may only cover ground level deck or patio area which is already included in the 700 sq ft footprint.

**19. one freestanding, hard-sided, storage shed**

-not to exceed measurements of 10 ft. by 12 ft. x 12 ft high (120 sq. ft.)

-shed cannot be canvas, fabric or similar material

-must be lockable

-no garbage or recyclables to be stored in shed.

**20. Items not included in footprint:**

- Garden
- flower bed
- ground level patio stones or blocks
- carpet
- Portable fences

**All structures, accessory buildings and equipment are to adhere to the proper setbacks**

In addition to the above structures, the following equipment is permitted on a campsite if space allows and is not considered part of the footprint:

- **two motor vehicles** (only two vehicles permitted in each campsite unless approved by Park Management)
- **one boat and trailer combination or utility trailer** (valid registration must be maintained)

Equipment other than those listed above are not permitted unless approved by Park Management. Fees may be applicable.

**Nothing in this Guide shall supersede building code and provincial and/or federal regulations.**

## SCHEDULE B: FEES & TERMS

Campground is open from April 15<sup>th</sup> till Oct 15<sup>th</sup>.

### 2020 Seasonal Rates:

Seasonal Lakefront 30 Amp with water	\$1669.03
Seasonal 30 Amp with water	\$1370.50
RM Levy in addition to seasonal site fee	\$ 50.00

### Other Fees:

- Damage Deposit: A \$200 site deposit will be charged on all sites at the time of agreement. The fee shall be kept in trust until such time as the Camper has vacated the site permanently. Fee to be refunded when agreement ends, any and all outstanding fees have been paid in full, all gate cards have been returned and the site is left in satisfactory condition as per Park inspection.
- Sublet Fee \$200.00

### Payment Terms:

1. Full payment of fees is due by April 1<sup>st</sup>
2. Payments accepted by **post-dated cheques** (make cheques payable to Steep Rock Beach Park), **TelPay** (your Account N<sup>o</sup> is at the bottom of your Invoice), or pre-authorized on **Visa or MasterCard** credit cards or by **Etransfer**
3. Installment payments are accepted year-round, however, the balance of fees for each season must be received by April 1<sup>st</sup>. Installments will be accepted at any time during the month.
4. A Final Notice on outstanding fees and penalties will be sent at April 15<sup>th</sup>. If payment has not been received by April 30<sup>th</sup>, the Agreement will not be renewed and the Campsite will be reassigned.
5. ALL FEES ARE SUBJECT TO ANNUAL REVIEW AND NOTICE OF CHANGES SHALL BE CONSIDERED DELIVERED WHEN EMAILED/MAILED TO THE CAMPER AS PER THE CONTACT INFORMATION PROVIDED AND CONTAINED IN THIS AGREEMENT OR IN THE YEARLY INVOICE EMAILED/MAILED TO THE CAMPER.
6. Seasonal fees will be pro-rated to 75% of rate should new agreements be executed after August 1<sup>st</sup>
7. 2% interest levied on accounts over 15 days, compounded 30<sup>th</sup> of each month
8. \$25 surcharge levied on all NSF cheques

**2020  
AGREEMENT SIGNATORY PAGES  
BETWEEN**

**Steep Rock Beach Park  
Box 106  
Moosehorn, MB R0C 2E0  
“The Park”**

**And**

\_\_\_\_\_ **All names on the site agreement**

Address \_\_\_\_\_

Phone \_\_\_\_\_

Email \_\_\_\_\_

**“The Camper”**

**PERTAINING TO CAMPSITE # \_\_\_\_\_**

**I (WE) HAVE READ THE FOREGOING TERMS, CONDITIONS AND SCHEDULES AND RESPECT, AS SHOWN IN THE SEASONAL CAMPSITE AGREEMENT, AND AGREE TO ABIDE BY THE STIPULATIONS CONTAINED HEREIN.**

**Dated:** \_\_\_\_\_ (Camper)

\_\_\_\_\_ (Steep Rock Beach Park – Administrator) \_\_\_\_\_ (Camper)

**CAMPER COPY**  
Keep for your files



**2020**

**AGREEMENT SIGNATORY PAGES  
BETWEEN**

**Steep Rock Beach Park  
Box 106  
Moosehorn, MB R0C 2E0  
“The Park”**

**And**

\_\_\_\_\_   
All names on the site agreement

Address \_\_\_\_\_

Phone \_\_\_\_\_

Email \_\_\_\_\_

**“The Camper”**

**PERTAINING TO CAMPSITE #** \_\_\_\_\_

**I (WE) HAVE READ THE FOREGOING TERMS, CONDITIONS AND SCHEDULES AND RESPECT, AS SHOWN IN THE SEASONAL CAMPSITE AGREEMENT, AND AGREE TO ABIDE BY THE STIPULATIONS CONTAINED HEREIN.**

**Dated:** \_\_\_\_\_ (Camper)

\_\_\_\_\_ (Steep Rock Beach Park – Administrator) \_\_\_\_\_ (Camper)

**PARK COPY**

**Please sign & return to Park Office. Thank you.**