



# BAR W RV RESORT RV-SITE ANNUAL LEASE RENTAL AGREEMENT

THIS ANNUAL LEASE RENTAL AGREEMENT (the "Lease Rental") made this date: \_\_\_\_\_

BETWEEN:

2066052 Alberta Ltd. o/a BAR W RV RESORT (referred to as the "Lessor")

- AND -

Name: \_\_\_\_\_ (referred to as the "Lessee")

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

email: \_\_\_\_\_ Telephone: \_\_\_\_\_

## WHEREAS:

A. The Lessee accepts the following Lease Rental Payment summary for RV Site \_\_\_\_\_.

\_\_\_\_\_ Level 1 - \$5000.00 Base + \$250.00 GST + \$500.00 Damage Deposit = \$5750.00

\_\_\_\_\_ Level 2 - \$6000.00 Base + \$300.00 GST + \$500.00 Damage Deposit = \$6800.00

\_\_\_\_\_ Level 3 - \$8000.00 Base + \$400.00 GST + \$500.00 Damage Deposit = \$8900.00

This total, less the \_\_\_\$500.00 or \_\_\_ \$1000.00 Hold Deposit, is due no later than one week prior to taking rental possession of RV Site. **Pay by cheque/bank draft (2066052 Alberta Ltd.), or by email transfer (pay@barw.ca).**

B. The Lessor is the registered owner of the lands legally described as: Meridian 4 Range 20 Township 40 Section 20 All that portion of the Northeast Quarter not covered by the waters of unnamed lake as shown surveyed on plan 9622286 and lying southeast of plan 9524791; Containing 33.751 Hectares (83.40 Acres) more or less: Excepting thereout: Plan 8323098 — Road 0.051 Hectares (0.13 Acres) more or less, excepting thereout all mines and minerals (Hereinafter referred to as the "Lands");

C. The Lessor intends to operate a recreational RV Resort upon the Lands (the "RV Resort").

D. The RV Resort shall operate from May 15 to October 15 of each year, unless otherwise modified by the terms and conditions of this Lease Rental.

E. The Lessee wishes to Lease Rent a portion of the Lands designated as the RV Site referred to above in "A" and discernable on the site map attached at Schedule "B" (the "RV Site") in accordance with the terms and conditions set out in this Lease Rental.

F. The Lessee intends to enjoy the amenities offered by the Lessor in connection with the RV Resort.

G. The Lessee acknowledges that the Lease Rental of the RV Site is for recreational purposes only and is not intended to be used for permanent or full-time residency.

NOW, THEREFORE, in consideration of the rents, mutual promises, covenants agreements and conditions set forth herein, and for other good and valuable consideration the receipt and sufficiency of which is hereby acknowledged, the following constitutes a Lease Rental between the Lessor and Lessee of the RV Site, on the terms hereinafter set out.

## **1.0 Term and Renewal.**

1.1 **Term.** The term begins at the start of the camping season, which is typically May 15<sup>th</sup> (the "**Commencement Date**") and runs through to October 15<sup>th</sup> (the "**Initial Term**"). This term can be altered by such things out of the Lessor's control, such as weather – namely late springs or early winters - infrastructure installations or upgrades, pandemics, etc.. This term remains in effect unless earlier terminated in accordance with the terms of this Lease Rental. The Lessor cannot raise base rent during the term.

1.2 **Renewal.** The Lessee may renew this Lease Rental for each consecutive single term by providing written notice of its intent to renew, along with the payment of the Annual Renewal Deposit, as defined in Section 3.2, on or before October 1<sup>st</sup> of the then-current term, or unless sooner terminated as provided in accordance with the terms of this Lease Rental. If the Term is renewed for any Renewal Term(s) pursuant to this Section 1.2, the terms and conditions of this Lease Rental during each such Renewal Term shall be the same as the terms and conditions in effect immediately prior to such renewal, provided that the Lessor shall have the right to increase the Rents and Fees immediately preceding Term. If the Lessee fails to provide timely notice of its intention to renew this Lease Rental, then, unless otherwise sooner terminated in accordance with its terms, this Lease Rental shall terminate on the expiration of the then-current Term and the Lessee shall vacate the RV Site on or before October 15<sup>th</sup> of the same year and forfeit the remainder of their term.

Should the Lessee follow the process to renew the agreement for the next term and pay the required holding deposit by October 15<sup>th</sup> and the full-term payment by the following March 1st, then the Lessee may store their RV on their designated site at no additional fee through the winter month and into the next term.

## **2.0 Rent.**

2.1. **Base Rent.** The Lessee covenants to pay to the Lessor, in lawful money of Canada, at the address designated by the Lessor, annual base rent, payable annually in advance on the first day of March of the then-current year of the Term, which annual basic rent, shall be equal to the amounts as set out in "A" of page 1 of this Agreement.

## **2.2 Operating and Repair/Maintenance Expense Payments.**

(a) Beginning on the Commencement Date, and thereafter during each year under Term, the Lessee shall pay to the Lessor the Lessee's usage costs for water and power consumptions and is inclusive of delivery fees. It is the intention for both power and water to be individually metered for the 2024 season and beyond, however if this is not possible for one or both of these utilities, BarW will bill out these services on a proportionate basis until such time as they are individually metered. Some additional expenses may be encountered and are the responsibility of the Lessee and they include insurance repairs and/or replacement costs of Resort property (damage as caused by the Lessee), Lessee's site landscaping and lawn maintenance, and repair and maintenance of items added by the Lessee to their site such as Gazebos, fences and shed, repair and maintenance to RVs as required.

(b) The Lessee shall make payments with respect to the Lessee's use of Utility Expenses (water and power) within ten days of receiving the bill which will typically be at end of each month during the camping season.

### **3.0 Deposit.**

3.1 **Initial Hold Deposit.** On execution of this Lease Rental the Lessee shall pay to the Lessor, in lawful money of Canada, a deposit (the “**Initial Hold Deposit**”) in the amount of **\$ 500.00** , by way of bank draft or cheque to payable to 2066052 Alberta Ltd. with delivery to 24292 Meadow Drive, Calgary AB T3R 1A8 or by electronic transfer (e-transfer) to [pay@barw.ca](mailto:pay@barw.ca).

3.2 **End of Season Annual Renewal Deposit.** The Annual Renewal Deposit, required to be paid by the Lessee in the event that it exercises its right to renew the Lease Rental pursuant to Section 1.2, shall be in the amount of **\$ 1000.00** which amount shall be applied to the Annual Rent of the then upcoming Renewal Term for the next camping season. The Lessor shall be entitled to alter the amount of the Annual Renewal Deposit, in its sole discretion acting reasonably, provided that the Lessor has notified the Lessees of the revised amount of the Annual Renewal Deposit by the 1<sup>st</sup> day of September of the then current year of the Term with such notification to be sent in accordance with Section 14.0

3.3 **Forfeiture of Deposit.** If the Lessee fails to pay the Base Rent in accordance with Section 2.1 or otherwise commits a Default of this Lease Rental, then the Initial Deposit or Annual Renewal Deposit, as applicable, shall be forfeited by Lessee and the Lessor shall retain all of its rights and remedies at law and in equity against the Lessor by reason of such Default. If this terminated as a result of a breach of the Lessor the Lessor shall forthwith return the Initial Deposit or Annual Renewal Deposit, as applicable, to the Lessee and the Lessee shall retain all of its rights and remedies at law and in equity against the Lessee.

3.4 **Security Damage Deposit.** At the time of the Lessee’s execution of this Lease Rental, the Lessee shall deliver the sum of **\$500.00** (the "Security Deposit") to the Lessor as security for the full, faithful, and timely performance of each and every provision of this Lease Rental to be performed by the Lessee. If the Lessee defaults with respect to any provision of this Lease Rental, including but not limited to the provisions relating to the payment of Rent, the Lessor may, in the Lessor’s discretion, use, apply, or retain all or any part of the Security Deposit for the payment of any Rent, or any other sum in default, or for the payment of any other amount which the Lessor may spend or become obligated to spend by reason of the Lessee’s default, or to compensate the Lessee for any other loss or damage which the Lessor may suffer by reason of the Lessee’s default. If any portion of the Security Deposit is so used, applied, or retained, the Lessee shall, within thirty (30) days after written demand, deposit cash with the Lessor in an amount sufficient to restore the Security Deposit to its original amount. The Lessor shall not be required to keep the Security Deposit separate from its general funds, and the Lessee shall not be entitled to interest on the Security Deposit. The Security Deposit shall not be deemed a limitation on the Lessor’s damages or a payment of liquidated damages or a payment of the Rent due for the last month of the Term.

Damage Deposit is returned in full within 30 days of the Lessee not renewing the site rental providing the Lessee departs leaving the site in original, acceptable condition and also doesn’t owe any monies to Lessor.

### **4.0 Condition of the RV Site.**

4.1 The Lessee acknowledges that: (a) neither the Lessor nor the Lessor's agents or employees have made any representations or warranties as to the suitability or fitness of the RV Site; and (b) the Lessee has satisfied itself regarding the condition of the RV Site including any structural or environmental matters; the Lessee further acknowledges, by taking possession of the RV Site, that: (c) the Lessee has been given access to the RV Site and has made such investigation as it deems necessary and is satisfied with the condition of the RV Site, and assumes all responsibility therefor as the same relate to the Lessee's occupancy of the RV Site and/or the terms of this Lease Rental; and (d) neither the Lessor nor any of its agents or employees has made

any oral or written representations or warranties regarding the condition of the RV Site other than as expressly set forth in this Lease Rental.

**5.0 Permitted Use.**

5.1 The Lessee shall have the right to use RV Site solely for Recreational Camping Purposes. "Recreational Camping Purposes" shall be defined as the temporary occupancy of the RV Site for vacation, leisure, and recreational activities consistent with the nature of an RV Resort. The Lessee expressly acknowledges and agrees that the RV Site shall not be used for any commercial, industrial, residential, or other non-recreational purpose.

5.2 The Lessee shall abide by and observe those rules and regulations established by the Lessor for the RV Resort from time to time that are determined by the Lessor, in its reasonable discretion, to be necessary for the safety, security, care, and appearance of the RV Resort, or for the safety and security of the Lessor, the Lessees and its guests, visitors and invitees and any other occupants entitled to occupy the RV Resort, or the preservation of good order within the RV Resort, or for the operation and maintenance of the RV Resort or equipment therein. A copy of the current rules and regulations for the RV Resort are attached as Schedule "A" (the "Resort Rules, Policies & Regulations").

**6.0 Common Areas.**

(a) "Common Areas" means all improved and unimproved areas within the boundaries of the Lands (including any overflow parking areas and any additional land acquired by Lessor) which are made available from time to time for the general use, convenience, and benefit of Lessor, Lessees and other persons entitled to occupy any portion of the Lands and/or their guests, visitors and invitees. The Lessees and their guests, visitors and invitees shall have the right, without charge, to use, in common with all other occupants of the RV Resort, and no other persons, all Common Areas of the Lands.

(b) The Lessor reserves the right to any time and from time to time to make or permit changes to the Lands and/or RV Resort, including increasing, reducing, or changing the number, type, side, location, elevation, nature, and use of any of the buildings or structures on the Common Areas, or to the walkways, parking areas, driveways, or access ways on the Common Areas. If the Lands or RV Resort shall be changed as aforesaid, the Lessor shall not be subject to any liability to the Lessee and the Lessee shall not be entitled to any compensation, or diminution or abatement of rent.

**7.0 Covenants of Lessor.**

7.1. The Lessor covenants with the Lessee for quiet enjoyment, subject to the provisions of this Lease Rental, and to observe and perform all the covenants and provisions of this Lease Rental on its part to be observed and performed.

7.2. The Lessor shall provide basic amenities to the RV Site, at a minimum, being Full-Service power hookup, Seasonal potable water service, and Seasonal septic service. The Lessor may provide additional amenities from time to time at its sole discretion.

7.3 The Lessor will operate a seasonal RV Resort, typically from May 15 through October 15 each year as weather allows.

**8.0 Covenants of Lessee.**

8.1 The Lessee covenants and agrees with the Lessor as follows:

(a) **Payments to Lessor**

- i) to pay the Base Rent, Operating Expenses, other additional expenses as listed in 2.2, promptly;
- ii) to pay all payments whatsoever required to be made by the Lessee to the Lessor under or in respect of this Lease Rental in lawful money of Canada without any set-off, abatement, demand, compensation or deduction whatsoever to the Lessor at the Lessor's address for payment of Rent or to such agent or agents of the Lessor as the Lessor shall from time to time direct in writing to the Lessee; and
- iii) to pay all sums of money payable to or incurred by the Lessor, which ought to have been paid or incurred by the Lessee, or for which the Lessor hereunder is entitled to be paid or to be reimbursed by the Lessee and which may be recovered by the Lessor together with costs (including all fees and costs related to recovery or collection of such sums).

(b) **Net Lease Rental.** The Lessee acknowledges and agrees that it is intended that this Lease Rental shall be a completely carefree net Lease Rental for the Lessor, except as expressly herein set out, that the Lessor shall not be responsible during the Term for any costs, charges, impositions, taxes, expenses or outlays of any nature whatsoever arising from or relating to the RV Site, the RV Resort or the Common Areas, or the use and occupancy thereof and the Lessee shall pay all charges, impositions, Taxes, costs and expenses of every nature and kind relating to the RV Site including but not so as to limit the generality of the foregoing its proportionate share of Operating Expenses and Taxes.

(c) **Keep Invitees Informed.** To inform all of the Lessee's invitees, family members or guests of the Resort Rules, Policies & Regulations as well as all obligations contained in Schedule "A" to this Lease Rental and shall cause all such invitees, family members or guests to comply with all such rules.

(d) **Maintenance and Repair.** To keep, maintain and repair in good order and condition any non-permanent structures, fences, other additions, including any landscaping made to the RV Site and to keep and maintain the RV Site in a clean and tidy condition.

(e) **Removal of Structures.** To not remove any structures, additions, improvements, or fixtures from the RV Site, Common Areas or Lands without the prior written consent and direction of the Lessor.

(f) **Installation of Structures.** To not install any structures, additions, or improvements of a permanent nature on the RV Site, Common Areas or Lands and to not install structures, additions or improvements of a non-permanent nature without the prior written consent of the Lessor, which consent may be unreasonably withheld.

(g) **Access by Lessor.** To permit the Lessor, or its agents, at all reasonable times and upon not less than twenty-four (24) hours' written notice (unless otherwise agreed to by the Lessee) to enter upon the RV Site between the hours of 8:00 am and 8:00 pm during the off season to inspect the same, view the state of repair thereof, and make any repairs thereto for which the Lessor is responsible, provided however that in the event of a situation deemed by the Lessor to be an emergency, the Lessor shall be entitled to immediately enter upon the premises and perform any such repairs that are

deemed necessary by the Lessor, in its sole discretion, to be required to prevent any further damage to the RV Site, the Common Areas, the RV Resort, the Lands.

(h) **Lawful Use.** Not to suffer any waste or injury to the RV Site, Lands or the Common Areas or any part thereof other than as herein permitted and not to use or occupy or permit to be used or occupied the RV Site, RV Resort, the Lands or the Common Areas or any part thereof for any illegal or unlawful purpose.

(i) **Insurance.** To keep and maintain at all times during the Term and at all times when the Lessee is in possession of the RV Site the following insurance policies:

i) All Risk RV, Motorhome, Trailer or Vehicle Insurance: RV, motorhome, recreational trailer, motor vehicle insurance or other similar insurance for any motorized vehicle which is to be placed upon or located on the RV Site in an amount equal to the full replacement cost thereof, from "all risks" (as such term is used in the insurance industry in the province of Alberta);

ii) All Risk Property Insurance: property insurance covering loss or damage to any structures and any improvements to the RV Site, in an amount equal to the full replacement cost thereof, from "all risks" (as such term is used in the insurance industry in the province of Alberta);

iii) Liability Insurance: liability insurance, on an occurrence basis, covering all claims and liability for bodily injury (including death) and property damage (including loss of use thereof), arising out of the occupancy, use, or maintenance of the RV Site in an amount not less than ONE MILLION DOLLARS (**\$1,000,000.00**) per occurrence and FIVE MILLION DOLLARS (**\$5,000,000.00**) in the aggregate.

iv) The Lessee shall name the Landlord as additional insured party, in respect of any insurance policy required to be maintained by the Lessee under this Section 8.1(i); and

v) the Lessee shall furnish the Lessor with certificates or other acceptable evidence of all such insurance prior to the Commencement Date and thereafter within ten (10) days after a request by the Lessor.

(j) **Nuisance.** The Lessee shall not at any time during the Term or during any period of overholding, use, exercise or carry on or permit or suffer to be used, exercised or carried on, in, about or upon the RV Site or any part thereof any waste or any noxious, noisome or offensive act, trade, business, occupation or calling, and no act, matter or thing whatsoever shall at any time during the Term or during any period of overholding be done in, about or upon the RV Site or any part thereof which shall or may be or grow to the annoyance, nuisance, damage or disturbance of the occupiers or other Lessee's of the Lands, RV Resort or adjoining land and properties.

(k) **Environmental Contaminants.** The Lessee shall not at any time during the Term or any period of overholding cause or suffer or permit the manufacturing, transportation, storage, discharge or disposal of any pollutant, contaminant or waste material or substance whether it is a flammable, explosive, radioactive, corrosive or poisonous material or substance or other environmentally hazardous, contaminating, dangerous or noxious substance or material onto RV Site, the Lands or the Common Areas.

(l) **Lessor Not Responsible For Injuries, Loss or Damage.** The Lessor and its shareholders, directors, officers, employees, representatives, successors and assigns (collectively, the "Lessor Parties") shall not be responsible in any way or under any circumstances whatsoever for any injury to any person (including death) however caused or for any loss of or damage to any property belonging to the Lessee, or to the Lessees respective invitees, licensees, agents, servants or other persons from time to time attending at the RV Site while such person or property is in, upon, at or about the RV Site, the Lands or the Common Areas or other areas used in connection with the RV Site, the Lands or Common Areas, including without limiting the foregoing, any injury, loss of or damage to any such property caused by theft or breakage, or failure to keep the Common Areas in repair and free from refuse, water, snow, ice or other foreign matter, acts or negligence of guests or invitees of the Lessee or other occupants of the RV Resort including the Common Areas, acts or negligence of any owners or occupants of adjacent or contiguous premises or property of their guests, invitees or employees, acts of God, acts or negligence of any person or for any loss whatsoever with respect to the RV Site and/or the Common Areas. Under no circumstances whatsoever shall the Lessor be liable for indirect or consequential damages or damages for personal discomfort or illness by reason of non-performance or partial performance of the covenants of the Lessor herein contained or for damages relating to events that occurred more than one (1) year previous to the date written notice is given to the Lessor by the Lessee claiming that the Lessor is in breach of this Lease Rental. Whenever and to the extent that the Lessor shall be unable to fulfil or shall be delayed or restricted in the fulfilment of any obligation hereunder by reason of any statute, law or order-in-council or any regulation or order passed or made pursuant thereto or by reason of the order or direction of any administration, controller or board of any governmental department or officer or other authority or by reason of not being able to obtain any permission or authority required thereby or by reason of any other cause beyond its control whether of the foregoing character or not, the Lessor shall be relieved from the fulfilment of such obligation and the Lessee shall not be entitled to compensation for any inconvenience, nuisance or discomfort thereby occasioned. There shall be no deduction from the Rent by reason of any such failure or cause.

(m) **Lessee's Indemnity.** To indemnify and save harmless the Lessor its shareholders, directors, officers, employees, representatives, successors and assigns (collectively, the "Lessor Parties") from any and all liabilities, damages, expenses, costs, fees (including legal fees on a solicitor and his own client basis), claims, suits or actions arising from or growing out of:

- i) any breach, violation, or non-performance of any covenant, condition or agreement in this Lease Rental set forth and contained on the part of the Lessee to be fulfilled, kept, observed and performed;
- ii) any damage to property occasioned by the use or occupation of the RV Site or any part thereof;
- iii) any injury to any person or persons including death resulting at any time therefrom, occurring in, upon or about the RV Site, Lands or any of the Common Areas or other areas used in connection with the RV Site, Lands, Common Areas or any part thereof arising out of the use or occupation of the RV Site or RV Resort or any part thereof;
- iv) any act or omission of the Lessee, its agents, licensees, servants, invitees or other persons from time to time in, on or about the RV Site, the Lands or the Common Areas; and

v) any Environmental Contaminants placed on or released from the RV Site after the date of this Lease Rental whether caused by or attributable to the Lessee or any other person for whom the Lessee is, in law, responsible.

The Lessee acknowledges and agrees that the Lessee's liability to make a payment or perform an obligation this Section (8.1)(m) shall arise immediately upon the Lessee's receipt of a written demand for payment or performance of such amount or obligation from the Lessor. Demand shall be made in accordance with the Section 14.0 of this Lease Rental. The indemnity outlined in this Section 8.1(m) shall survive the expiry or sooner termination of this Lease Rental.

(n) **To Observe Covenants.** To observe and perform all the covenants, agreements and conditions on its part to be observed and performed in accordance with this Lease Rental, including but not limited to, abiding by all rules contained in the Resort Rules, Policies and Regulations as may amended by the Lessor from time to time.

## **9.0 Assignment and Subleasing.**

9.1 The Lessee shall not assign this Lease Rental or sublet the RV Site or any part thereof.

## **10.0 Termination.**

10.1. This Lease Rental is for a fixed term and shall terminate at the expiration of the Term if not renewed in accordance with Section 1.2.

10.2. Upon expiration of the Term or earlier termination in accordance with this Lease Rental, the Lessee shall restore the RV Site to its original condition as at the Commencement Date, reasonable wear and tear excepted.

10.3 The Lessee shall not leave any items which were not located on the RV Site as at the Commencement Date without the prior written consent of the Lessor. In the event that the Lessee does not abide by this Section 10.3, any items left behind by the Lessee shall be removed by the Lessor or its agents at the Lessee's expense.

## **11.0 Damage or Destruction.**

11.1 If and whenever the RV Site or the Lands shall be destroyed or damaged by any cause, to such an extent that in the Lessor's reasonable opinion the RV Site or the Lands shall not be capable with due diligence, of being repaired, restored or rebuilt within a period of one hundred and eighty (180) days after the happening of such destruction or damage or the estimated cost to the Lessor of repairing, restoring or rebuilding the RV Site, the Lands or the amenities will exceed the proceeds of insurance available to the Lessor for the purpose (not including any deductible payable) then the Lessor may, at its option, terminate this Lease Rental upon thirty (30) days written notice to the Lessee, to be given within ninety (90) days after the happening of such destruction or damage, and in such event the Lessee shall on or before the expiry of the thirty (30) day notice period surrender the RV Site and this Lease Rental to the Lessor and any Rent and any other amounts due or becoming due hereunder shall be apportioned and paid to the date of such surrender.

11.2. In the event that the damage or destruction is the result of the willful or negligent actions of the Lessee or its visitors, guests and invitees and those for whom the Lessee is responsible for in law (collectively, the "Lessee's Parties") or which arises in relation to the Lessee or the Lessee's Parties access to or use of the RV Site and/or the RV Resort, the Lessee shall be responsible for all costs, losses and damage suffered by the



Lessor caused by the Lessee or the Lessee's Parties, , and shall be payable by the Lessee to the Lessor upon receipt of an invoice delivered by the Lessor to the Lessee's last specified address. The damage amounts may include loss of use costs.

## **12.0 Event of Default.**

12.1 The occurrence of any of the following shall constitute a default by Lessee (a "Default") under this Lease Rental:

(a) Non-Payment of Rent. The Lessee fails to pay any Rent, or any other amount payable under this Lease Rental, when due in accordance with the provisions of this Lease Rental and the Lessee fails to cure any such non-payment within thirty (30) days;

(b) Non-Monetary Default. The Lessee fails to comply or defaults in performing any covenant, condition, term or provision of this Lease Rental, other than as to the payment of any Rent or other amount payable by the Lessee under this Lease Rental, and the Lessee fails to cure such Default within twenty (20) business days, or such longer period, if any, as the Lessor may reasonably allow, after written notice of the Default has been given by the Lessor to the Lessee; or

(c) Violation of Resort Rules, Policies and Regulations. Notwithstanding anything to the contrary in Section 12.1(b), the Lessee fails to comply with the Resort Rules, Policies and Regulations, as may be amended by the Lessor from time to time, which non-compliance, in the discretion of the Lessor acting reasonably, poses a threat to the continued safety and enjoyment of the RV Resort by the Lessor, the other Lessees and its guests, visitors and invitees or any other occupants entitled to occupy the RV Resort.

## **13.0 The Lessor's Rights and Remedies.**

13.1 Upon the occurrence of any Default, the Lessor shall have the right, at the Lessor's election, then or at any time thereafter, to exercise any one or more of the following remedies to the fullest extent allowed by applicable law:

a) the Lessor may, without terminating this Lease Rental or releasing the Lessee from any obligations under this Lease Rental, make any payment or take any action as the Lessor may deem necessary or desirable to cure any such Default in such manner and to such extent as the Lessor may deem necessary or desirable, and the Lessor may do so without demand on, or written notice to, the Lessee and without giving the Lessee an opportunity to cure such Default. The Lessee covenants and agrees to pay to the Lessor, within thirty (30) days after demand, all advances, costs, and expenses of the Lessor in connection with the making of any such payment or the taking of any such action, including reasonable legal fees, from the date of payment of any such advances, costs, and expenses by the Lessor;

b) the Lessor may, if it elects to do so, continue the Lease Rental in effect after the Lessee's breach and recover Rent as it becomes due. The Lessor may bring suit for the collection of rents and/or any damages and expenses resulting from the Lessee's Default without entering into possession of the Premises or voiding this Lease Rental;

c) The Lessor may terminate this Lease Rental on 5 days written notice to the Lessee and this Lease Rental shall terminate on the date specified in such notice. The Lessee shall quit and surrender the RV Site by said date, failing which, the Lessor may re-enter upon the RV Site immediately or at any

subsequent time without additional notice or demand (which additional notice or demand is hereby expressly waived by the Lessee) without being liable for prosecution of any claim for damages therefor, and expel the Lessee and those claiming under the Lessee, to have again, repossess and enjoy, as of the Lessor's former estate together with all the Lessee's chattels, trade fixtures, furnishings, equipment, appliances, goods, inventory, signs and other personal property ("Personal Property") and of the Lessee's Personal Property thereon shall be subject to distress for rent, and the Lessee hereby irrevocably waives and renounces the benefit of any present or future legislation taking away or diminishing the Lessor's right of distress; and

d) the Lessor shall be immediately entitled to payment of Rent and all other amounts payable hereunder up to the time of such termination, together with such expenses as the Lessor may reasonably incur in connection with such termination, but such termination and the recovery of such expenses shall be without prejudice to the Lessor for damages in respect of loss of Lease Rental and other income expected to be derived from the Lease Rental during the unexpired portion of the Term if this Lease Rental had not been terminated.

#### **14.0 Notices.**

14.1 Any notices, requests, demands, or communications (collectively, "Notices") by either the Lessee or the Lessor to the other in respect of any matter concerning or contemplated by this Lease Rental, shall be given in writing by e-mail, personal delivery, or registered mail, to the other party at:

**For the Lessor:**

Email: [sales@barw.ca](mailto:sales@barw.ca) Phone: (403) 800-8181  
BarW RV Resort - Administration Office  
24292 Meadow Dr. Calgary AB T3R 1A8

**For the Lessee:**

Refer to Page 1 of this Agreement

#### **15.0 Entire Agreement.**

15.1 This Lease Rental, including its Appendices, contains the entire agreement between the Lessor and the Lessee and supersedes all prior and contemporaneous agreements, understandings, negotiations, and discussions, whether oral or written, pertaining to the subject matter herein. No party shall assert that there is any condition, term, representation, warranty, promise, or collateral agreement other than as expressed herein. This Lease Rental may only be altered or amended in writing and signed by both parties. The parties hereto shall execute and deliver all such further documents and instruments and do all acts and things as may be reasonably required to carry out the full intent and meaning of this Lease Rental.

#### **16.0 Severability.**

16.1 Should any provision of this Lease Rental be declared or held to be invalid or unenforceable for any reason, such invalidity shall not affect the validity of the remainder of this Lease Rental which shall continue in full force and effect and be constructed as if this Lease Rental does not contain the invalid provision or provisions.

#### **17.0 Governing Law.**

17.1 This Lease Rental shall be construed and governed by, and in accordance with, the laws of the Province of Alberta.

#### **18.0 Enurement.**

18.1 This Lease Rental shall enure to the benefit of and be binding upon the parties and their respective heirs, executors, administrators, successors, and assigns.

**19.0 Registration.**

19.1 The Lessee agrees to not register this Lease Rental in the Land Titles Office and will not request or apply for issue of a leasehold title for this Lease Rental. If the Lessee desires to make a registration in respect of this Lease Rental, the Lessee shall effect registration by caveat, provided that such caveat shall not disclose the rental rate or other monies payable under this Lease Rental.

**20.0 Further Assurances.**

20.1 The Lessor covenants and agrees that it will at the request and expense of the Lessee, execute such further assurances and documents as may be necessary or desirable from time to time to better assure and confirm to the Lessee the leasehold estate hereby granted and all rights of the Lessee conferred or intended to be conferred upon the Lessee by this Lease Rental.

**21.0 Time of the Essence.**

21.1 Time shall be of the essence of this Lease Rental.

**22.0 Release of Liability, Waiver of Claims and Assumption of Risks.**

22.1 The Lessee shall, when the Lessee executes the Lease Rental, execute and deliver an executed copy of the Release of Liability, Waiver of Claims and Assumption of Risks in the accompanying document to this Lease Rental.

**23.0 Legal Relationship.**

23.1 The Lessor is the owner of the Lands and retains its right of ownership to the Lands and nothing contained herein shall be construed or interpreted to suggest otherwise. The Lessor retains full authority regarding the RV Resort specifically its operations, maintenance, and management unless stated otherwise herein.

**24.0 Independent Legal Advice.**

24.1 The Lessee acknowledges having been given the opportunity to obtain independent legal advice prior to entering into this Lease Rental and the Lessee further acknowledges and agrees that the Lessee understands the terms, and its rights and obligations under this Lease Rental.

**25.0 Lessors Right to Assign Temporary Site.**

25.1 The Lessee acknowledges and understands that the Lessor reserves that right to open sections of the RV Resort based on a specific schedule that may change without notice. Should the Lessee contract to rent a site in a section that is scheduled to open at a later date, the Lessee agrees to choose a temporary site in an available section and will camp on this temporary site until the section the Lessee's site is located in becomes available.

26.0 The Lessee can renew the season rental to a different site providing it is available. The Lessee will have to pay the rental rate of the new site.

**27.0 Additional Terms.**

27.1 \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

IN WITNESS WHEREOF, the parties hereto have executed this Lease Rental Agreement on the following date:  
\_\_\_\_\_.

**2066052 Alberta Ltd. (LESSOR)**

\_\_\_\_\_  
Witness

Signed: \_\_\_\_\_  
Name: Douglas Wilson

**[LESSEE'S NAME] (LESSEE 1)**

\_\_\_\_\_  
Witness

Signed: \_\_\_\_\_  
Name: \_\_\_\_\_

**[LESSEE'S TYPED NAME] (LESSEE 2)**

\_\_\_\_\_  
Witness

Signed: \_\_\_\_\_  
Name: \_\_\_\_\_

**[LESSEE'S TYPED NAME] (LESSEE 3)**

\_\_\_\_\_  
Witness

Signed: \_\_\_\_\_  
Name: \_\_\_\_\_

**[LESSEE'S TYPED NAME] (LESSEE 4)**

\_\_\_\_\_  
Witness

Signed: \_\_\_\_\_  
Name: \_\_\_\_\_

## **SCHEDULE "A" BAR W RV RESORT RULES, POLICIES & REGULATIONS**

The following rules and regulations are applicable for All RV Site Lessees, their guests, visitors' invitees, and anyone visiting the RV Resort.

### **GENERAL GUIDELINES**

- 1)** Please stay within the RV Resort's boundaries and obey all posted signs.
- 2)** Please observe all rules, restrictions and policies as stated in this and other documents.
- 3)** Fires are only permitted in the permanent fire bowls on your campsite.
- 4)** The cutting of trees or gathering deadfall on the RV Resort's lands is prohibited.
- 5)** Firewood can be purchased from the RV Resort Office.
- 6)** Please obey all fire restrictions and always keep up to date on current restrictions.
- 7)** Follow all Government of Alberta requirements and restrictions regarding access and use of the Lake.
- 8)** WIFI is available for purchase through a local service provider only. Contact the RV Resort Office for more information.
- 9)** Please use all garbage containers for your trash and follow any required recycling rules.

### **GENERAL POLICIES**

- 1)** The BarW Resort season runs from May 15 through October 15, dependent on weather or as mandated by Alberta Government regulations.
- 2)** Smoking and the use of electronic smoking devices are prohibited in buildings and in any public areas and permitted on the Lessees own site only. Cigarette butts to be disposed of appropriately in the trash to avoid littering fine of \$50. Please ensure your butts are completely out prior to disposing in trash. Smoking of Cannabis is allowed inside RV's only.
- 3)** "Quiet Time" is between the hours of 10:30 PM and 8:00 AM. All Lessees are responsible for keeping noise levels at a minimum during this time. All children under 18 years of age are required to be at their assigned site during the quiet time hours.
- 4)** The operation of generators is not allowed at any time in the Resort, with the exception to this policy being if there is a power outage. If allowed to be used, a low decibel (49-53) generator with a 59 rated load must be used. Ideally a Solar Charging system should be used.
- 5)** Notice From October 16 through May 14 (the Off Season), Lessees who have paid their October 1st \$1000 site deposit for camping the next season are allowed to store their RV on their specific rented site. Under no circumstances is anyone permitted to enter the BarW Resort in the off season without notifying and arranging access to their site with BarW management prior to accessing the Resort.

**6)** A non-refundable deposit of \$1000.00 is due on or before October 1, which will hold your site for the following season. The deposit is payable by draft, cheque or e-transfer and will be applied to your annual Lease Rental fees which are due in full by March 1 to secure your site for the following May 15 through October 15 season. If deposit is not received by October 1 your RV must be removed from the site by October 15. If the RV is not removed by October 15, a charge of \$20.00 per day will be applied until such time the RV is removed. All other costs associated with the RV will also be charged back to the Lessee.

**7)** The Lessee cannot rent, sublet, or loan the site, and must be present to host visitors.

**8)** Additional off-season storage for boats and OHV is available in the Resort's designated area for a nominal fee. All Lessee's items at the RV Resort reside at the Lessee risk, during season or off season.

**9)** Common courtesy will prevail between all persons in the BarW Resort. Profane, abusive, or threatening language or actions directed at BarW Resort personnel or other Lessees is prohibited. Anyone engaging in such activity will be evicted from the Resort.

**10)** Any Lessees whose actions adversely interfere with the operations or pose an imminent danger, threat or danger of the BarW Resort will be evicted from the Resort.

**11)** All Resort visitors must first be registered by the Resort manager or by one of our authorized Resort representatives prior to entry.

## **ENVIRONMENTAL & WASTE**

**1)** The RV Resort's natural lands are to remain unaltered and only used for walks and bike rides. The following activities are strictly prohibited:

- The building of any form of water obstruction such as a dam
- The building of any type of bridge over the water
- The operation of a water pump of any sort

**2)** Lessees are not permitted to cut, defoliate, or remove any trees, bushes, or plants of any kind from the undeveloped areas of the BarW Resort property.

**3)** The following practices must be followed to prevent damage and destruction to wildlife in the Resort:

- Never feed wildlife.
- Bird feeders containing seeds are not allowed in the Resort.
- All garbage must be placed in the bins provided by the BarW Resort. Never leave garbage around the outside of your RV unit
- No food storage outside of RVs
- No pet food to be left outside overnight.
- No food can be left on your barbeque.

**4)** BarW Resort waste bins cannot accommodate large items. Lessees are required to dispose of large items at the authorized Stettler regional landfill. Recycle at Municipal recycling facilities located at various locations in Stettler.

**5)** BarW Resort is not equipped to dispose of hazardous waste items. Hazardous waste items such as (but not limited to) batteries, empty propane tanks, paint and oil must be disposed of in Alberta Hazardous Waste regulated disposal facilities.

## **SAFETY**

- 1) BarW Resort speed limit is **10 km/h** and will be strictly enforced with zero tolerance for speeding. All One-way traffic signs must be obeyed, no matter the type of motorized vehicle being driven.
- 2) When leaving your site, it is recommended that awnings be closed due to the sudden and strong wind gusts that will cause severe damage to your unit and pose a safety hazard to others.
- 3) Minor children are not permitted to stay on the premises without adult supervision.
- 4) Children 12 and under are not permitted to enter the lake or the water-based play parks unless accompanied by an adult.
- 5) The use of firearms, lethal weapons, illegal drugs, and fireworks are strictly prohibited on BarW Resort property. This includes all projectile type weapons such as guns, crossbows, bows, slingshots etc.
- 6) The main Resort gate is for the security and safety of all BarW Resort Lessees. The gate must always remain closed to prevent non Lessees from entering the Resort. Anyone entering or leaving the Resort must ensure the gate closes behind them. Anyone loitering around the gate or any suspicious individuals near the Resort should be reported to BarW Resort management or the RCMP.
- 7) Signs indicating safety hazards are posted where hazards may exist and must be obeyed. The climbing on power boxes or pedestals is prohibited.
- 8) Site power pedestal covers can not be removed for any reason.
- 9) All Lease Rental holders must ensure their utility right-of-way access, water and power posts are all easily accessible by our Resort staff.
- 10) **NO LIFEGUARD WILL BE ON DUTY.** Persons using the Pool/ Sprinkler Park/ Water Slide (Water Complex) do so at their own risk. Children under the age of 14 shall not use the Water Complex without a parent or legal guardian in attendance. Lessor is not responsible for articles lost, damaged or stolen.

## **THE LESSEE'S SITE**

- 1) All Lessees are responsible for the security of their site.
- 2) Lessees may not erect clotheslines on their site. A small clothing rack may be used to dry a small number of articles but must be removed as soon as possible to keep the site clean and tidy.
- 3) Spikes or pegs longer than 6 inches and any other objects such as (but not limited to) posts, decorative items, flag poles and satellite dish stands may not be driven into the ground on or around the site due to the presence of underground utilities. Any exception to this policy must be approved by BarW Resort management.
- 4) Due to sudden and strong wind gusts in the area, personal items stored under or around your RV must be stored in a neat and secure fashion. BarW Resort is not responsible for the loss or damage of personal items. Fabric-type skirting is permitted. It must be windproof and aesthetically pleasing. BarW Resort management will determine what constitutes unacceptable storage practices.

**5)** Excessive plants and ornamental objects are not allowed. BarW Resort management will consider overall aesthetics in determining what is “excessive”. Hedges are recommended not only for esthetic reasons, but they also have no height restrictions which allow you to create incredible privacy. Fences must be temporary— i.e. buried posts, cemented posts, and buried anchors are not allowed. Fences may be supported using planters to anchor them, or weighted bases/stands may be utilized. Fences are restricted to 4 feet in height (from ground level). Metal fences are not allowed unless they are railing-style. Privacy screens can be a maximum of 6 feet tall (from ground level) but may not be used as fences.

**6)** The RV Site must be kept safe, clean, neat, and free of litter and debris at all times.

**7)** Any detached structures must have a structure plan approved by BarW Resort management before work on the structure can begin. The structure must follow Resort aesthetics, municipal guidelines and must be properly maintained including stain. Only one Shed or approved structure per site. Shed must have a height less than 10ft (3m) and floor area less than 100 sq.ft. (9.3 sq.m.) Gazebo height is limited to 16ft (4.88m).

**8)** Non-permanent decks are permitted, with prior approval. Decks may be no longer than your awning, no wider than 10', and the surface of the deck may not be more than 18" from the ground. If attaching a windbreak, the height may not exceed 6' from the ground. An application with a sketch of your deck and/or windbreak plans must be provided to BarW for approval before any building commences.

**9)** Deck Boxes are permitted on site for storage of small items. The deck box must be adequately secured to account for the wind.

**10)** As per county regulations, all structures including fences, privacy screens, sheds, shelters, etc. must be set back from your RV-site property line by a minimum of 1.5 meters.

**11)** All detached structures must follow RV Resort aesthetics and be properly maintained including stain/paint. Wooden structures (decks, wind breaks, etc.) must be stained annually (or more frequently, as needed) including those which came with your site when you moved onto it. To maintain the resort's natural, outdoor experience, all materials and colours must be approved. 'Earth-tone' colours are mandatory - i.e. no bright or non-earth tone colours. Solid vinyl sheds are encouraged as they require little maintenance and offer good, long-lasting value. Tarps are not allowed to be used for shelter or privacy screens.

**12)** The portion of the site covered by the RV pad, parking stall, deck, storage shed or any other accessory building must not exceed 40% of the site area.

**13)** The number of daytime visitors per site will be limited to six. This number may be reduced if mandated by government regulations. The number of overnight visitors will be limited to the number of people the RV is designed to accommodate, or to a maximum of six.

**14)** From time to time, BarW may have sites available for Lessee’s guests to RV camp. Check with the Resort office for availabilities and rates. Lessees must be on site for guests to stay at the Resort. Prior arrangements must be made with BarW Resort management.

**15)** Tent camping is ok, as long as the tent is not up more than 3 consecutive nights. Tent must be occupied by the sites Lessees – no visitors allowed to tent. Tent or RV sleeping only – no overnight sleeping in gazebos and sheds.

**16)** Visitors may only be present at the Resort if the Lessee is present.



**17)** Lessees are not allowed to infringe on an occupied site unless invited by the occupant of that site.

**18)** Fires are allowed in approved fire pits only. Certified charcoal or gas grills and elevated fire pits that are completely screened with a permanently attached “swivel style” screen are acceptable. Fire pit maximum diameter of 3 ft (0.9m), not exceeding 2ft (0.6m) high, with a 10ft (3m) buffer between the fire pit and any combustible building, structure or vehicle. Mesh screen openings no larger than 0.5in (12.5mm).

**19)** Fires must never be left unattended and must be maintained to a size that does not allow the fire to breach the confines of the fire pit.

**20)** Everyone is responsible to adhere to all provincial and municipal fire bans. No fires are allowed when a fire ban is in effect.

**21)** Barbeques and fire pits must be kept clean and free of leftover food, grease, and garbage.

**22)** Sites are designed for one (1) RV only and depending on the size of the driveway, one (1) or two (2) motorized vehicles. Do not park on the grass or on the roadway.

**23)** The overnight storage of OHVs, non-street legal motorbikes and trailers are not allowed on your RV site. A designated storage area is provided at no additional cost during the season.

**24)** Lessees are responsible for the maintenance of their site which includes the cutting of the grass. A grass cutting service is available if you are not able to cut your grass yourself. BarW Resort management can provide more information.

**25)** Any site improvements that are considered by BarW Resort management to be permanent cannot be removed at the end of your term. Clarify prior to proceeding with any additions. It will be at BarW Resort management’s discretion as to whether the improvement must remain or must be removed.

## **SIGNAGE**

**1)** All sites are numbered with a site number. This number must remain in place and be always visible.

**2)** All notifications must be posted on the community bulletin board attached to the south or east side of the store building.

**3)** BarW management approval is required prior to posting any other signs or notices within the Resort.

**4)** Lessees may not advertise, offer the sale of products or services, or operate a business from the BarW Resort without prior approval of BarW Resort management.

## **MOTORIZED VEHICLES**

**1)** The operation of OHVs and unlicensed motorbikes is not permitted within the BarW Resort. There will be designated parking available for off road vehicles and boats. Under no circumstances can they be parked on the road, grass or on your site.

**2)** All motorized vehicles or bicycles must be equipped with a forward projecting light and rear facing reflectors when used after dark.

- 3) No inoperable motorized vehicles shall be kept on site.
- 4) Golf carts are allowed at the Resort. Golf cart drivers must be a minimum 16 years of age or older and hold a valid Alberta Driver's License to drive a cart.
  
- 5) Motorized toy vehicles are prohibited from all roadways and parking lots. Children operating toy vehicles must be in a common green space and be always accompanied by an adult.

### **PARKING**

- 1) Vehicles must be parked on your assigned site or in one of the designated parking areas. Parking on the grass, the road or in other sites is prohibited. Lessees and visitors can use any of the numerous additional parking designated areas.
  
- 2) Parking spaces at the washhouse building are only to be used by Lessees and visitors when using the washhouse facilities.
  
- 3) Please observe the handicap parking throughout the Resort.

### **RVs**

- 1) All RVs and vehicles must be capable of being moved with 24 hours notice. If the owner is not able to move the RV or vehicle, the owner must have it removed by a third party at their own expense.
  
- 2) All RV mechanical repairs must be performed by a qualified person or authorized dealer. Please advise and provide notice to BarW management that a repair person or authorized dealer will be coming onsite.
  
- 3) Scissor chocks are mandatory for all RVs stored on site both during the camping season and during off season. All RVs must have adequate chocks to prevent the movement of the RV. No plastic chocks are allowed as they tend to blow away and allow the RV to move. The recommendation is for 6x6's or rubber chocks on all tires.
  
- 4) Lessee requires written BarW approval to camp onsite if the Lessee's RV, whether vehicular or trailer type, is older than 15 years of age. Age determined by RV Registration and Insurance documents.

### **SERVICES**

- 1) Due to unexpected forecasted cold conditions the Resort reserves the right to alter the water shut off date each season.
  
- 2) The washrooms are for personal use and every effort to keep the washhouse clean, and tidy is required by everyone.
  
- 3) The washing of dishes or clothes in the washrooms is not permitted.
  
- 4) Metered showers are available for BarW Resort Lessees and guests only.
  
- 5) All RVs must be equipped with a backflow preventer on the water supply line. This backflow preventer is an AHS regulatory requirement and cannot be removed for any reason.
  
- 6) Please ensure your taps and toilets are not leaking or left running when not being used.

- 7) Use of BarW water for outside watering, watering of vegetation, washing vehicles is not permitted.
- 8) Personal Swimming pools, wading pools or hot tubs of any sort, are prohibited in the Resort.
- 9) The washing of vehicles, RVs, OHVs is not permitted.
- 10) RV water supply line valves must be closed before leaving your site for more than a 24-hour period.
- 11) Sewer collars or approved sealed sewer connections are always required. Un-collared sewer hoses should not be used and cannot be put in the sewer pipe. At the end of the season, non removal of sewer line will result in a \$25 charge as well removal or lost sewer caps \$25.
- 12) Wastewater must be discharged into the authorized receptacles only & never discharged on ground.
- 13) Disposal of food waste, grease, diapers, sanitary napkins, tampons, and personal wipes into the sewer system is prohibited. These items will plug the system and render the system inoperative.
- 14) The dumping of chemicals into the sewer system is also discouraged as some chemicals will prevent the natural biological reactions within the system.

#### **PET POLICY**

- 1) Pets are defined as domestic dogs, cats, birds, and other animals as approved by BarW Resort management.
- 2) Owners are legally responsible for any injury or loss or damage caused by their pets on their site, others sites, or public resort areas.
- 3) The BarW Resort is not responsible for injuries to pets, their owners or others using the BarW Resort which is caused by anyone's pet.
- 4) Pet owners are to respect all others, both human and pet by keeping their pet from jumping on or interfering with other people or their pets.
- 5) All pets are required to have current vaccinations and licensing, with a maximum of two pets per site is allowed.
- 6) No site (occupied or not occupied) or common area between sites shall be used as a "Dog Run". Pets must be always restrained and under control of the owner when on and off the owner's RV site.
- 7) All pet leashes (including retractable leashes) must have a maximum length not exceeding 10 feet.
- 8) Vicious or aggressive pets are not allowed in the BarW Resort. Uncontrolled barking at any time whether in the RV or outside the RV is prohibited.
- 9) Pet fences are allowed but may not exceed 3 feet in height or wrap around the RV or site.
- 10) Pet droppings regardless of where they are, must be immediately picked up and be deposited in the trash receptacles.
- 11) With the exception of registered service animals, pets are not allowed in the washhouse and store.

# SCHEDULE "B" SITE MAP



**SCHEDULE "C"**  
**BAR W RV RESORT**  
**SITE DEVELOPMENT REQUEST FORM**



**You fill this form out in the future if you wish to add something to your site such as a fence, deck, shed etc.**

Date: \_\_\_\_\_ RV Site # \_\_\_\_\_ Received by: \_\_\_\_\_

Name: \_\_\_\_\_ Email: \_\_\_\_\_ Telephone: \_\_\_\_\_

County Permit Info: \_\_\_\_\_

Description:

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Drawings:

BarW Approval By: \_\_\_\_\_ Signature: \_\_\_\_\_

This is your approval from BarW, it is the Lessees responsibility to satisfy all county requirements.