



## THE WOODLANDS AT MADGE LAKE

### DUCK MOUNTAIN PROVINCIAL PARK

#### **LONG TERM SEASONAL CAMPSITE AGREEMENT**

THIS AGREEMENT made as of \_\_\_\_\_

BETWEEN: \_\_\_\_\_

(Hereinafter referred to as the Campground Operator)

AND: \_\_\_\_\_

(Hereinafter referred to as the "Camper")

#### **1.0 DEFINITIONS**

- a) "Camping Unit" means a self-contained unit designed for use as a temporary living quarter (such as a motor home). All such Camping Units must be able to be licensed as a vehicle. No bunkhouse type trailers, homebuilt trailers or 'Park Model' trailers shall be permitted.
- b) "Campsite" means that area specified in this Agreement and designated as Campsite number \_\_\_\_\_ by the Campground Operator.
- c) "Camper" means the individual who is renting a Campsite in the long-term seasonal campground.
- d) "Campground Operator" means Madge Lake Developments Inc.
- e) "Province" means the Province of Saskatchewan as represented by the Minister of Parks, Culture and Sport.
- f) "Lease Date" means the period of June 15th to June 15th of each calendar year. This will give the lessor ample time to remove all personal property if their lease is not renewed after winter storage.  
"Operating Season" depends on when water is turned on and off by the Provincial Park. (Usually just before May Long Weekend till Sept 30<sup>th</sup>)
- g) "Term" means that period set out in Article 8.0.

#### **2.0 EXCLUSIVE USE**

- 2.1 The Campground Operator grants to the Camper the exclusive right to use and occupy the Campsite during the Term, provided that such use and occupation is in accordance with the provisions of this Agreement, and *The Parks Act and The Parks Regulations, 1991*.
- 2.2 Camper shall pay to the Campground Operator the sum of \_\_\_\_\_ upon the execution of this Agreement.



- 2.3 The Camper may park on the Campsite a single Camping Unit each Season during the Term of this Agreement.
- 2.4 The Camper agrees that the Campsite will be used solely for the purpose of recreational camping during each Season and for no other purpose. The Camper further agrees that it will not carry on or permit to be carried on from the Campsite any noxious, noise-some or offensive art, trade or business or keep, sell, use and dispose of any merchandise, goods or things.
- 2.5 This Agreement is for the benefit of the Camper. The Camper may not rent or sublease the Campsite or use thereof at any time to any person.
- 2.6 The Campground Operator shall not be responsible for any costs or damages arising from utility service interruption in Duck Mountain Provincial Park.

### **3.0 SITE DEVELOPMENT BY MADGE LAKE DEVELOPMENTS INC.**

- 3.1 The Campground Operator shall be responsible to provide hook-up for potable water, electricity and liquid waste disposal.

### **4.0 SITE DEVELOPMENT BY PARKS**

- 4.1 All Campsite development is subject to *The Parks Act* and *The Parks Regulations, 1991* and all the regulations, rules, restrictions and guidelines that may be specified from time to time by the province.



## **5.0 ANNUAL SERVICES AND FEES**

- 5.1 The Campground Operator shall provide garbage, recycle and ash bins within the Campground.
- 5.2 The Campground Operator shall be responsible for general maintenance of the Campground except for the area within the boundaries of each individual Campsite, which shall be the responsibility of the Camper.
- 5.3 Campers shall pay in advance to the Campground Operator the annual lease (dependent on length of lease chosen) to be determined from time to time by the Campground Operator in its sole discretion.
- The Campground Operator will on or before February 1 of each calendar year advise the Camper of the applicable lease for that year, failing which the annual lease for that calendar year will be the same as the previous year. The annual lease shall be paid by the Camper on or before April 1 of each calendar year.

## **6.0 UTILITIES**

- 6.1 Hook-up costs for power are the responsibility of the Camper and the Camper is responsible to pay for the power supplied by Sask. Power for their Campsite.
- 6.2 The Campground Operator shall pay for the cost of establishing the water, sewer and 50-amp power to each Campsite. The Campground Operator shall pay the cost for Septic tank pumping and water usage to each Campsite. Utilities shall only be available to the Camper during the operating Season. Water will be turned on and off depending on weather conditions.
- 6.3 The capacity for delivery of utility serves has been carefully designed to provide services to meet normal operating requirements. The following restrictions are being put in place to ensure that quality of each service is not compromised.
- a) No washing of private vehicles with campground treated water;
  - b) No underground sprinkler systems allowed;
  - c) No swimming pools or paddling pools of any kind;

6.4 The Campground Operator shall provide firewood. The Camper agrees that such firewood shall be used only at the Campsite in the fire pit.

6.5 Washroom and shower facility will be for the Camper and Guests use only.

## **7.0 RULES AND REGULATIONS**

7.1 The Camper agrees that the Campground Operator shall, from time to time, in its sole discretion set forth and stipulate all the rules and regulations and guidelines pertaining to the operation of the Campground and all Campsites within the Campground having regard to public safety and mutual enjoyment of all Campers. The Campers shall at all times abide by such rules and regulations.

7.2 The Camper further acknowledges that the Campground Operator may from time to time, at its sole discretion, modify, alter, amend or vary the rules and regulations and guidelines pertaining to the operation of all Campsites within the Campground.

7.3 The attached schedule "A and B" sets forth the permitted site development rules and current regulations applicable to the operation of the Campground and all the Campers within the Campground.

7.4 The Camper shall abide by all general park guidelines, rules and regulations determined by the province and shall comply with all directions of the staff of Ministry of Parks, Culture and Sport.

## **8.0 TERM OF AGREEMENT AND RIGHT OF FIRST REFUSAL**

8.1 On the payment of the amount set forth in paragraph 2.2 above, the Camper shall have exclusive right to use and occupy the Campsite in accordance with the Terms of this Agreement, unless this Agreement is terminated prior to the Terms set out in the provisions below in article 9.0.

8.2 Provided that this Agreement has not been terminated prior to April 1<sup>st</sup> of the following year the Camper shall have the right to extend this Agreement for an additional term by way of a payment of an additional sum of \_\_\_\_\_. The Camper shall exercise the right by April 1<sup>st</sup> by giving note to the Campground Operator. The Camper shall make the payment of \_\_\_\_\_ to the Campground Operator on or before April 1<sup>st</sup>.

## **9.0 TERMINATION**

- 9.1 The Campground Operator may terminate this Agreement immediately upon written notice if the Camper fails to pay the annual rent by the due date as set out in paragraph 5.3.
- 9.2 The Campground Operator may terminate this Agreement immediately upon written notice if the Camper fails to perform or observe any covenant, obligation, proviso, condition or stipulation set forth in this Agreement or otherwise implied in this Agreement, or any statute or regulation to which this Agreement is subject.
- 9.3 On the termination or other expiration of this Agreement the Camper shall immediately remove from the Campsite the Camping Unit together with all other improvements made by the Camper and all other personal belongings and the Campground Operator shall be entitled to remove and dispose of the belongings as it shall see fit with no compensation to the Camper. No money will be refunded to the Camper on termination.
- 9.4 The Camper will not, at any time, be entitled to any refund of any monies paid pursuant to this Agreement upon termination of this Agreement.



## **10.0 THE PROVINCE OF SASKATCHEWAN**

10.1 The Camper acknowledges that the Campground Operator operates the Campground pursuant to an Agreement it has entered into with the Province of Saskatchewan.

## **11.0 INSURANCE AND INDEMNITIES**

11.1 It is required that each Camper obtain private insurance to cover the value of all personal property located on the Campsite. Proof of insurance will need to be provided before the Camper's lease begins.

11.2 It is further recommended that the Camper obtain appropriate insurance to cover any third-party liability that the Camper may incur.

11.3 The Camper indemnifies and saves harmless the Campground Operator from any and all claims, actions, losses, damages, or costs of every nature and kind whatsoever (including legal fees) arising out of, related to, or caused by any act of the Camper or any person for whom the Camper is responsible for in law.

11.4 The Camper acknowledges that it shall occupy and use the Campsite entirely at his/her/its own risk and that the Campground Operator shall not be responsible for any damages or loss whatsoever incurred by the Camper (including without limitation any theft or vandalism) except any direct damage or loss caused by specific acts of the Campground Operator, or any person acting with specific authority of the Campground Operator.



**12.0 CONDUCT**

12.1 The Camper and any family member or invitee of the Camper will, at all times, while in the Campsite or Project; (i) conduct themselves in a responsible manner so as not to annoy or disturb the other Campers or attendees of the Projects; (ii) observe the provisions of any and all laws, statutes, and regulations applicable to Duck Mountain Provincial Park and The Woodlands at Madge Lake, including the *Parks Act and The Parks Regulations, 1991*.

**13.0 MISCELLANEOUS**

13.1 Time shall be of the essence of this Agreement

13.2 This Agreement shall be governed by the laws of the Province of Saskatchewan

13.3 The Campers contact information for the purpose of giving any notice is as follows:

NAME:	
MAILING ADDRESS:	
HOME TELEPHONE:	
CELL PHONE:	
FAX NUMBER:	
EMAIL:	

This Agreement constitutes the entire and only Agreement between the parties hereto relating to the subject matter hereof and supersedes and cancels any and all pre-existing Agreements and understanding between the parties. This Agreement cannot be changed or terminated orally and may only be amended, altered or varied by instrument in writing signed by all the parties.

THE PARTIES AGREE that in consideration of the mutual covenants contained here within they shall be bound by the Terms of this Agreement.

Madge Lake Developments Inc. (The Woodlands at Madge Lake)

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

CAMPER

\_\_\_\_\_



## SCHEDULE "A"

### **CAMPSITE GUIDELINES/RULES AND REGULATIONS FOR**

### **THE WOODLANDS AT MADGE LAKE**

### **DUCK MOUNTAIN PROVINCIAL PARK**

#### Campsite Description

- Campsite size approximately 40' to 50' wide and 80' to 100' long (lot will not be less than 3200 sq/ft)
- Vehicle parking areas
- Potable water connection
- Sewer hook-up (Campground Operator will be responsible for pumping septic tanks)
- Power pedestal with 50-amp electrical plug-ins (Camper is responsible for metered power)
- Space for storage shed and fire pit to be provided by Campground Operator.
- Trailer and boat storage is permitted during off season at campsite.
- Access to private washroom and shower facilities for camper and guests.
- Firewood provided free of charge. All fire bans coincide with Provincial guidelines.
- Fire pit and picnic table provided by Campground Operator.
- Storage shed is permitted. Can be purchased or rented from Campground Operator.
- Deck is permitted. It is the responsibility for the camper to construct as per Campground Operators guidelines.

#### Campsite Footprint

- All Campsite modifications such as sheds, landscaping, decks, and fire pit etc. to be submitted for approval by contacting the Campground Operator prior to purchase or construction. These improvements must meet or exceed Campground Standards imposed by the Campground Operator, must be approved prior to purchase or construction and are made at the Campers expense.
- Shed to be located behind the camping unit
- No concrete footings of any size or description may be installed in the ground, except the Camper may use footings at grade level for the sole purpose of building a deck
- Due to increased incidents of problem wildlife, bird feeders are no longer permitted in campgrounds
- ZERO tolerance for site or outside of site area alterations. Any modification must be approved by Campground Operator.



- No alteration of drainage without approval of Campground Operator.
- Campsites are to be kept clean and tidy at all times. Failure to have the Campsite clean will result in the Campground Operator having the site cleaned and the Camper will be billed accordingly
- No mounting of any kind permitted on trees, i.e., satellite dishes, clothes lines, etc.
- When any renter changes, any property line violations must be corrected when the site changes hands
- Do not transport firewood, it will be provided by Campground Operator. Any firewood must be neatly stacked. IT IS AN OFFENCE to remove firewood from Campground.

#### Campsite Equipment

- Trailer more than 10 years old must be approved by the Campground Operator
- Wheels may not at any time be removed and no trailer skirting is to be used on the Camping Unit
- Camping Units/boats may be left on your lot year-round at your own risk. Campground Operator will not be responsible for any theft or vandalism should it occur
- Intermittent generator use in campgrounds without electricity is permitted between the hours of 8:00 a.m. and 11:00 p.m. Generators cannot be left in use if the permit holder and/or immediate family are not present on the Campsite
- When a Campsite is relinquished, sheds, decks, fences etc. may be offered for sale to the new tenant. If no price Agreement can be achieved, all moveable improvements must be removed from the site or they revert to the Campground Operator at no charge. The lot must be left level and clean
- Drinking water must only be connected to the primary trailer. "Y" fittings are not allowed on the drinking water tap
- All Camping Units connected to a fresh water supply must have an "in-line back flow prevention valve" installed. This is Campground Operators responsibility to install and maintain as there will be a supplied spigot to hook up to. This device remains the property of Campground Operator.
- No washing of any vehicles, boats or camping units in campground.
- All vehicles within Duck Mountain Provincial Park require passes year-round.
- All vehicles, RV's, Camping units, and boats must be registered. Proof of insurance to Campground Operator is required.
- Only one Camping unit/RV, boat, and trailer are permitted per lot.

## Campsite Occupants

- Campsites are for the use of the renter and their guests. Renters may not sublet their site or Camping Unit
- A Campsite may not be passed on to any other persons. It will be reassigned by the Campground Operator to a Camper after being relinquished by you
- Alcoholic beverages/Cannabis may be consumed in the permit holder's Camping Unit, and on their assigned campsite, in accordance with *The Alcohol and Gaming Regulations Act, 1997*, as per Section 107 (1) per 139(1) except during the May long weekend when an alcohol ban is in effect
- Quiet time is in effect from 10PM to 8AM.
- Campers are governed by the same rules as the daily campground patrons
- Campers are responsible at all times for their guests as well as their guests' children and pets
- All pets are to be kept on a leash at all times. Please clean up after your pet as they are your responsibility
- Pets that are a nuisance or a danger to other Campers will not be permitted in the campground
- Children of Campers under the age of 18 are not permitted overnight without parental supervision
- Speed limit is 15 KM/H. Keep in mind that there are children in the area. Pedestrians have the right-of-way
- Any excessive speed, noise, erratic driving of vehicles, motorcycles or other motorized apparatus will be banned immediately from the campground
- No alcoholic beverages are allowed in public areas. Alcoholic beverages may be consumed in your camping unit, and on your campsite.

## Campsite General

- All questions concerning these regulations will be forwarded to the Campground Operator
- The Campsite guidelines and the rules and regulations will be updated as required.

This property is privately leased and operated. The Campground Operator assumes no responsibilities for any accidents or inquiry to Camper, guests, or their belongings. The Campground Operator reserves the right to refuse service or evict any person that is not complying with the above rules and regulations with not refund or prior notification.

## SCHEDULE "B"

### PARKS, CULTURE & SPORT (PCS)

#### OPERATING PROVISIONS FOR LEASED CAMPGROUNDS INCLUDING:

1. CAMPGROUNDS LOCATED IN PROVINCIAL PARKS with facilities owned by the Government or privately owned, offering nightly, weekly, and monthly or annual seasonal camping.
2. CAMPGROUNDS LOCATED IN PROVINCIAL RECREATION SITES with facilities owned by the Government or privately owned, offering nightly, weekly, and monthly or annual seasonal camping.

These provisions are intended to address the needs of the camper, public safety, aesthetics, and functionality of facilities and equipment in leased, public campgrounds.

Item #	Facility or Equipment Type	Acceptable	Description of Operating Provisions
1	Barbeques / Fire Pits	Yes	Designs must meet government approved specifications to address safety concerns including fire spread control. Applies to items supplied by park visitor or campground lessee
2	Picnic Tables	Yes	Picnic table design must be pre-approved by PCS to address safety concerns. (Tables approved for resale would meet design standards)
3	Campsite Decks or Outdoor RV mat	Yes	<p>Either a deck or an outdoor RV mat is allowed on each site, to a maximum area of 300 square feet, not extending more than 8 feet (at 90 degree angle) from the long side of a camping unit.</p> <p>Mats to be placed on a non-vegetated area, unless an eco-friendly RV mat is used. The eco-friendly mat must be breathable, allowing sunlight, air and water to pass through, being less harmful to the flora.</p> <p>All decks must be against the camper, portable and easily removable, and have no railing.</p> <p>Decks must be ground level, and have a maximum height of 7 inches, unless the deck is a "Slide-A-Deck" or other original factory-manufactured deck attached to the camping unit, in which case the railing restriction and deck height restriction will not be enforced.</p> <p>Deck must not be enclosed, covered, or screened on any side by a home-built frame. An allowance will be made for "Add-A-Room" structures or other</p>

			<p>equipment made and attached by the camping unit's original manufacturer.</p> <p>The intent is to maintain aesthetic and safety standards and to allow a reasonable amount of open space in the campsite.</p>
4	Storage Sheds	Yes	All sheds must be approved by the Lessee prior to installation. Shed must be properly maintained at all times, painted or sided in neutral colors to complement campground aesthetics. Storage Sheds must be provided by Campground Operator through a purchase or rental agreement.
5	Garbage Cans	Yes	Exterior storage space must include provision for visual screening.
6	Benches	Yes	N/A
7	Decorative fixtures (i.e. statues, wishing well) placed within the campground by the Lessee	Yes	Lessee to ensure fixtures promote aesthetically pleasing campground appropriate with surroundings.
9	Screened tents	Yes	One screened tent / site.
10	Fencing	No	Maintain reasonable amount of open space in campsites, and to maintain aesthetic standards.
11	Tarps	Yes	<p>The cumulative total of suspended, <b>horizontal</b> tarps is not to exceed 400 square feet. The maximum area of any one horizontal tarp will be 200 feet. Awnings (which are factory attached to camping units), and self-supported canopies or gazebos are to be included in the cumulative total area of the tarps. Screened dining tents are excluded from the cumulative total. The total cumulative tarp coverage was determined by considering the need of adequate protection from weather-related elements, environmental impact, and overall campground aesthetics and sustainability.</p> <p>Tarps shall be suspended only over the defined/disturbed campsite area and shall not cover any outlying vegetation. The negative impacts from tarped areas, such as the shielding of rain and reduction of sunshine, can cause wilting of vegetation and die-back around the site. This can result in the loss of natural screening in the campsite.</p>

			<p>Ropes can “bite” into tree bark, leaving the tree susceptible to disease. Any tarps which are required to be attached to trees, out of necessity, must be attached by bungee cords or similar elastic material. Ropes are NOT to be used in the hanging of tarps when attached to trees unless the rope is passed through a “sheath” with a smooth exterior (such as rubber hose or plastic tubing) at the point of contact with the tree.</p> <p>To prevent tree damage, Saskatchewan Parks encourages the use of self-supported, commercially-purchased canopy units in lieu of tarps eg: Gazebo with NO vertical sides.</p> <p>There will be NO placement of vertical tarps for the purpose of site-screening. The campground lessee may, however, allow temporary placement of vertical tarps within specific campsites know to be susceptible to winch for periodic protection from the elements.</p> <p>The use of green, brown, or camouflage tarps is encouraged in all sites, and required in seasonal sites. This promotes a more natural looking and esthetically pleasing setting.</p>
12	Structures	No	<p>It is prohibited to erect vertically-enclosed structures in campsites, with the exception of tents manufactured for the primary purpose of sleeping and habitation.</p> <p>No portable garages or structures for the storage of boats or vehicles are allowed.</p> <p>No home-built frames or support structures for tarps are allowed.</p> <p>No supported, fixed-roof structures over trailers or campers are allowed.</p> <p>Campsites are not large enough to accommodate such structures and the erection of same results in damage, often permanent, to trees and vegetation adjacent to campsites. Eventually, buffer space between individual campsites and between campsites and green spaces, would disappear.</p>
14	Indoor Furniture	No	<p>Indoor furnishings (couches, lazy-boys etc) are strictly prohibited outside of camping units. Indoor</p>

			furnishings attract unwanted rodents and insects, and are not appropriate for use within a campground setting.
15	Patio Lights	Yes	Lessee must monitor use to promote an aesthetically pleasing campground. Lighting should be directed downwards, and should not cast unwanted light to adjacent campsites.
16	Boat	Yes	Storage must be confined to campsite or parking areas
17	Loose material (lumber, tires)	No	Loose material is not allowed. Such material could attract rodents and is unsightly
18	Gardens	Yes (restricted to potted plants)	Potted plants are allowed. Planting in ground/soil tillage is not allowed. Intent is for lessee to monitor/regulate size and number of potted plants on campsite.
19	Awnings	Yes	Must be commercially (factory) attached to camping unit
20	Camping Unit		As defined in <i>The Parks Act</i> . Camping Unit, other than tents, must be able to be licensed as a vehicle. No bunk, home trailers, or "Park Model" trailers allowed.
21	Unlicensed vehicle use	No	The use of any unlicensed vehicles by campers on Park land is strictly prohibited.
22	Drones	No	Due to the privacy and safety of others in the campground, Drones are not permitted