



Silver Creek Golf & RV Resort
45314 Hwy 21
RR 2 New Norway, AB
TOB 3L0

www.silvercreekgolfcourse.com

Seasonal Contract

Between: Silver Creek Golf & RV Resort ("The Park")

-and-

("The Guest")

Recitals:

Whereas:

1. The Park is in the business of operating a 27-hole golf course, and leasing out recreational camping lots;
2. The guest wishes to lease a seasonal lot from the park;
3. Both parties have a common interest in ensuring that all guests have a pleasant stay;

It is Agreed That:

1. The Park will provide certain facilities at the prices set out in the attached Rate Sheet.
2. The Park will enforce the Rules set out in the attached Schedule "A"
3. The Guest will pay all fees owed to the park when due.
4. The Guest will abide by all the Rules set out in Schedule "A".
5. The Park shall have the unfettered discretion to determine whether the Guest has breached any of the Rules.
6. The Guest agrees that, in the case of a breach of the Rules the Park may immediately terminate this contract.
7. The Guest may not transfer this contract without the prior written consent of the Park.
8. The Guest shall be legally responsible for all damage to the Park's property caused by the Guest or any visitor of the Guest.
9. The Guest undertakes to carry general liability insurance for trailers and golf carts.
10. The Park shall be legally responsible for all damage to the property of Guests and Guests' visitors caused by the Park and its employees acting with in the course of their duties with the Park. The Park will not, however, be responsible for property damage caused by act of God, acts of the Park's employees falling outside their duties of employment, or the torturous or criminal acts of third parties.
11. The Park agrees to recognize the following cycles of season:
 - A. The summer operating season, which runs from Mid-April to Mid-October.
 - B. The winter storage season, which runs from Mid-October to Mid-April.
12. A. Provided that the Guest pays in full, the fees owed, no later than May 1. Note: If pulling out in the spring, the trailer must be removed by May 1 or a 25.00/day late fee will be charged. (weather conditions will be taken into consideration)
13. Should the Guest fail to pay the fall deposit by October 31 or the summer fees by May 1, the Park, with notice to the Guest, will remove the trailer from the lot until such fees are paid.
14. This contract shall take effect one it has been signed by both parties and shall terminate on March 31 of each year.
15. The park has the absolute right to amend the Rules and Regulations (Schedule "A") as it deems reasonable, provided however the Park provides notice to the Guest of all amendments.
16. A **\$500.00** non-refundable deposit, **due October 31st**, is required of each guest wishing to return for the next season. If the deposit is not paid it will be assumed that you are not returning and your lease will be terminated.

Silver Creek Golf & RV Resort Rules & Regulations

Schedule A

1. Advertising and Sale:

"For Sale" Signs are not permitted within the Park, nor shall the Park's name be used in connection with any advertisements for sale. The Park does not permit trailers to be sold on site.

2. Curfew:

- a. All persons under the age of 18 years must confine themselves to their lot after 11:00pm. When minors are staying overnight at the Park, Guest supervision is required.
- b. Parents or guardians are responsible for the minors in their care.

3. Damaged Lot:

Site holder is responsible for all damages incurred on their lot, including but not limited to, damage done to grass or trees, as well as damaged pedestals or sewer pipes which are struck in the move in or out process. Any damage must be reported and replaced as soon as possible following the incident.

4. Entry and Use of Facilities:

The Park reserves the right to:

- a. Determine who may and who may not enter the Park
- b. Control who may use which facilities
- c. Eject any Guests or visitors who, in the opinion of the Course, are undesirable.

5. Fires:

Fires are permitted, provided that they are contained in a portable fire safe container and are subject to local municipality fire bans.

6. Golf Carts:

- a. There will be a 600.00 tracking fee for the use of the golf cart within the Park. Please refrain from lending out your cart to people other than your immediate family. If you do lend your cart out, you or the operator is required to pay a tracking fee. If one is not paid, the fee will be charged to your account.
- b. The use of the golf carts must follow all Course rules and are restricted to Park roads when not on the course. A valid driver's license is required to operate a golf cart. The number of persons on a golf cart must be limited to the seating capacity.
- c. The only people who are permitted to operate the power cart is yourself, spouse and children 16+. You are required to show the tracking tag on your cart provided to you by the Park.
- d. **Please respect course rules when operating your cart, stay off berms, stay on cart paths where provided.**

***The Tracking Fee is valid for ONE cart only!

7. Motorized Personal Vehicles:

Mini-bikes, skateboards, All-Terrain Vehicles, Quads, Trikes, Argos, etc. are not permitted to be operated within the Park.

8. Noise:

- a. Quiet time is from 11:00 PM to 7:00 AM
- b. At all times Guests are required to keep noise to a level that will not disturb other users of the Park.

9. Site Information

- a. Only 1 RV Units is permitted per site.
- b. Only store items pertaining to your campsite, such as BBQ's, Patio Furniture etc.
- c. Any constructed shed, must be approved by management. No shed for power cart storage is to be constructed.
- d. Any site construction, Decks, Privacy fences or Silver Creek Rooms may only be constructed with Park's permission, and a set of building plans must be provided.
- e. The site is to be kept in a neat and clean state; this included mowing the lawn areas around the site. If sites are required to be maintained by Park staff and minimum 50.00 charge will be levied.
- f. Clotheslines are not permitted, nor shall laundry be hung up outside the recreational vehicle.
- g. All shrubs, trees, sod, decks, fences and Silver Creek Rooms etc. become and remain property of Silver Creek Golf & RV Resort.
- h. Trees cannot be cut down without permission.
- i. Site are not to be subleased, during the season. If you have Visitors coming in for the weekend, please book a site at the Proshop.

10. Pets

- a. When outside the recreational vehicle, pets must be attended and leashed at all times. At no time may pets run loose in the Park. Pets at no time are permitted on the Golf Course.
- b. Pets are not permitted in washrooms, Clubhouse/Patio or Tournament House.
- c. Noisy, unruly or dangerous pets will not be permitted to remain in the Park

- d. Please clean up after your pet at all times. \$50.00 will be charged for the first incident, the second incident will require the removal of your pet.

11. Removal of Recreational Vehicle:

- a. In the absence of notice to the contrary, the Park is entitled to assume that the removal of a Guests' recreational vehicle amounts to an abandonment of site and a termination of the contract by the Guest. If the Guest does not intend to terminate the contract, care should be taken to advise the Park of the Guests' true intentions.
- b. If the November Deposit of \$500.00 is not paid, the Guests' lease will be terminated.
- c. Guests who are pulling out in the spring must have their trailer removed by May 1. A late fee of \$25.00 per day will be charged after this date, unless other agreements have been made with the Park management.

12. Sewer Hook-Ups:

All sewer hook-ups must be watertight and sealed to meet health codes.

13. Storage

Storage of any other trailer other than the trailer already registered is only permitted with prior permission from the Park and will be charged \$75 per month from April-October, and \$250 total for the winter storage season.

14. Traffic

The speed limit in the Park is 15km/hour. Pedestrians have the right of way at all times. Repeated violation will be deemed sufficient cause for the park to deny any Guest the privilege of operating a motor vehicle within the Park.

15. Trash:

- a. Containers are provided throughout the Park.
- b. Provincial Landfills are continually limiting the amounts and types of waste, requiring all of us to recycle whenever possible, your cooperation is appreciated.
- c. Please break down all your cardboard boxes.
- d. Please bag your leave and keep them at your site for our staff to come and pick them up.
- e. West Dried Meat Lake Landfill hours of operation are Monday-Saturday 8:45 AM-3:15 PM, please take all Metal, Wood, BBQ's, lawn mowers and mattresses, as well as any other building materials to the landfill. Please DO NOT put them in the dumpsters.

16. Tee Time Bookings

- a. When booking your tee-times you have access to a 10-day advance booking ONLINE ONLY. As a member, you can login to our booking system and manage all your tee-times. You can Add, Edit and Delete tee-times all from your home computer or mobile device. If you choose not to book your tee-times online then you can call in the Monday before the weekend. If you have any problems with Online Booking please come and see us and we will get you set up correctly.
- b. Your monthly account statements are also available to you online through the same system. You can access them by selecting Reports.
- c. There are tee-times set aside for members both online and call in,
- d. We try our best to rotate the course accordingly. Please respect that and not jump onto a different course without first checking with the Pro-Shop Staff or Course Marshalls, as there may be tournaments or course maintenance scheduled.

17. Memberships

- a. Seasonal Campers are required to purchase one full membership or two restricted memberships, there are not exceptions to this and punch cards cannot be used as a substitution.
- b. Memberships, once purchased are not transferable. If there are medical reasons for which you are unable to use your membership, please contact management and each situation will be dealt with individually.

18. Member Accounts

As a member, you have access to an account where you are able to charge things both in the Kitchen and Pro-shop. We require that you clear the account at the end of each month. If your account is not cleared, a 3% interest fee on the balance, per month, will be charged until it is paid in full.

19. Internal Moves

- a. If you are interested in an internal move, you must complete the Internal Move Form, please ask for one at the Pro-shop. Your form will then be added to the internal move list. You will then be contacted in the order your form was submitted and will only be contacted for the sites you have listed on your form. Just because you have a site listed and it comes available does not guarantee that you will get it, as there could be someone on the list ahead of you who has also selected that site.
- b. There is an Internal Move Fee of \$500.00 and is to be paid in full before moving into your new site.

2019 Seasonal Camping Rate Sheet

Site Information	Amount	GST	Raid if Paid by Cash Cheque, E-transfer
Sites 1-80, 113 - 188 30 Amp Power / Water Sewer This Site Includes <u>One Full Season Membership</u> (Unlimited Golf, 7 days a week)	\$ 3,571.43	\$ 178.57	\$ 3,750.00
Sites 1-80, 113 - 188 30 Amp Power / Water Sewer This Site Includes <u>Two Restricted Memberships</u> (Monday - Friday, Sunday & Holidays After 3)	\$ 4,047.62	\$ 202.38	\$ 4,250.00
Sites 84 - 97 30 Amp Power / Water This Site Includes <u>One Full Season Membership</u> (Unlimited Golf, 7 days a week)	\$ 3,380.95	\$ 169.05	\$ 3,550.00
Sites 84 - 97 30 Amp Power / Water This Site Includes <u>Two Restricted Memberships</u> (Monday - Friday, Sunday & Holidays After 3)	\$ 3,857.14	\$ 192.86	\$ 4,050.00
Sites 98 - 106 15 Amp Power / Water This Site Includes <u>One Full Season Membership</u> (Unlimited Golf, 7 days a week)	\$ 3,190.48	\$ 159.52	\$ 3,350.00
Sites 98 - 106 15 Amp Power / Water This Site Includes <u>Two Restricted Memberships</u> (Monday - Friday, Sunday & Holidays After 3)	\$ 3,666.67	\$ 183.33	\$ 3,850.00

Member Benefits for 2019

- Collect Loyalty Points when you purchase items in the Pro-Shop and the Restaurant
Redeem them later for gift cards. 500 points = \$25 gift card, 1000 points = \$100 gift card
 - Golf Canada Membership for tracking your Handicap
 - 10 day advance online booking (*new*)
- Driving Rage Pass included with the purchase of your membership (*new*)

Please see the next Page for Site Add-Ons and Additional Information

2019 Add-Ons	Amount	GST	Rate is Paid by Cash / Cheque E-Transfer
Memberships:			
Couple Add-On	\$ 761.90	\$ 38.10	\$ 800.00
Restricted Add-On	\$ 666.67	\$ 33.33	\$ 700.00
Family Add -On	\$ 1,047.62	\$ 52.38	\$ 1,100.00
Junior Add-On	\$ 333.33	\$ 16.67	\$ 350.00
Student Add-On	\$ 523.81	\$ 26.19	\$ 550.00
9 Hole Weekday Add-on	\$ 380.95	\$ 19.05	\$ 400.00
Power Cart / Tracking Fees:			
Tracking	\$ 571.43	\$ 28.57	\$ 600.00
Car Shed Gas	\$ 952.38	\$ 47.62	\$ 1,000.00
Cart Shed Electric	\$ 1,047.62	\$ 52.38	\$ 1,100.00
Full Power Cart Rental	\$ 857.14	\$ 42.86	\$ 900.00
Half Power Cart Rental	\$ 428.57	\$ 21.43	\$ 450.00

****Tracking Fees** apply to the use of one cart, and can only be operated by yourself, spouse and children over the age of 16 who have a valid Driver's Licence, or immediate family members.

***** Cart Shed** - Prices include your tracking fees for the season

******Full Power Cart Rental** is the use of one of our carts on the course for the season. With this you can use both seats on the cart and no extra cost if you bring a guest.

******* Half Power Cart Rental** is the use of one of our carts on the course for the season. With this you are only entitled to one seat on the cart, if you bring a guest along with you they still are required to pay for a seat on the cart.

If you are using MasterCard or Visa there is a 1.5% charge on the total at the till and a 3% charge on the total that is paid over the phone.

Power for the 30-Amp Sites are metered and will be billed out at the end of the season. These bills are placed on your account

Your \$500.00 deposit, paid by October 31, is subtracted from your final bill due in March

All Fee's will be applied to your account. Those that are not cleared up by April 15, will be subject to a 3% interest charge on the balance.

Please Send all E-Transfers to:

sheryne@silvercreekgolfcourse.com

Please Make Security Question:

What is this For?

Please Make Security Answer:

Golf



Silver Creek Golf Course

Lease Agreement
2019

Site # _____

Name(s): _____

Address _____

(Please include Postal Code)

Phone Number

Email Address

(Home)

(primary)

(Cell)

(Cell)

(secondary)

Yes, I would like to receive the monthly newsletter from Silver Creek Golf Course (please Check)

RV Information

RV Make _____

Type:

Fifth Wheel / Bumper Pull / Motorhome

Length: _____

(please circle)

Site Fees

Camping	Add-Ons	Type	Membership Holder
<input type="checkbox"/> Sites 1 - 80, 113 -188 One Full Season \$3750.00	<input type="checkbox"/> Couple \$800.00	<input type="checkbox"/> Tracking \$600.00	
<input type="checkbox"/> Sites 84 - 97 One Full Season \$3550.00	<input type="checkbox"/> Restricted \$700.00	<input type="checkbox"/> Card Shed (Gas) \$1,000.00	
<input type="checkbox"/> Sites 98 - 106 One Full Season \$3350.00	<input type="checkbox"/> Family \$1,100.00	<input type="checkbox"/> Cart Shed (Electric) \$1,100.00	
<input type="checkbox"/> Sites 1 - 80, 113 -188 Two Restricted \$4250.00	<input type="checkbox"/> Junior (15-18) \$350.00	<input type="checkbox"/> Full PC Rental \$900.00	
<input type="checkbox"/> Sites 84 - 97 Two Restricted \$4050.00	<input type="checkbox"/> Student (19-24) \$550.00	<input type="checkbox"/> Half PC Rental \$450.00	
<input type="checkbox"/> Sites 98 - 106 Two Restricted \$3850.00	<input type="checkbox"/> 9 Hole Weekday \$400.00		

Membership Types
 F-Full C-Couple R-Restricted
 P-Family J-Junior S-Student
 W-Weekday

Place check marks in the boxes

Camping Total _____ + Add-on Total _____ = **Grand Total** _____

Tenant Signature _____

Date: _____

Tenant Signature _____

Date: _____

Please Return by May 1