

# **MAITLAND SHORES RV PARK & MARINA**

## **Terms & Conditions, Rules & Waiver Agreement**

### **1. Scope, Acceptance & Season**

#### **1.1**

This Terms & Conditions, Rules & Waiver Agreement (the "Agreement") governs the use of Maitland Shores RV Park & Marina (the "Park" or "Company") and applies to all seasonal occupants, guests, invitees, and visitors (collectively, the "Customer") for each operating season commencing April 15 and ending October 31.

#### **1.2**

Acceptance of this Agreement and full payment of all applicable fees by May 10 is required for gate access. Failure to comply may result in deactivation of gate access and denial of entry.

### **2. Definitions**

#### **2.1**

"Premises" means all Park property, including sites, facilities, docks, common areas, roads, trails, marina areas, and structures.

#### **2.2**

"Activities" means all programs, services, events, recreational uses, equipment, and facilities located on or provided at the Premises.

#### **2.3**

"Released Parties" means the Park, its owners, directors, officers, managers, employees, contractors, agents, volunteers, affiliates, successors, and assigns.

### **3. Seasonal Occupant Responsibilities**

#### **3.1**

Customers must maintain valid insurance with a minimum of \$1,000,000 liability coverage for trailers, RVs, vehicles, watercraft, and personal property. Proof of insurance must be provided upon request.

#### **3.2**

Customers must maintain their trailer and site in a clean, safe, and sanitary condition, including:

- Approved fire extinguisher
- Working smoke detector
- Working carbon monoxide detector

#### **3.3**

A completed and signed Licence/Lease of Occupancy must be submitted by April 15. Failure to do so may result in denied access.

### **3.4**

Internet/Wi-Fi service may be available in certain outdoor areas only. Signal strength inside trailers may be limited due to construction materials and interference. The Park does not guarantee internet quality, speed, or uninterrupted service.

## **4. Payment, Fees & Deposits**

### **4.1**

Full payment of all fees is due by May 10.

Accepted payment methods:

- Cash
- Cheque
- Debit
- E-transfer

Credit card payments are subject to a 3% surcharge. NSF cheques are subject to a \$50 fee.

### **4.2**

No trailer, RV, boat, or property may be removed until all accounts are paid in full.

### **4.3 Site Hold Deposit**

A non-refundable \$1,000 deposit is due by October 15 to reserve a site for the following season.

### **4.4 Hydro**

Hydro is billed separately and metered:

- Initial reading: April 15
- Monthly readings: First week of each month
- Final reading: November 1

### **4.5 Short-Term Rentals / Airbnb**

No trailer, RV, or site may be rented, sublet, listed on Airbnb, Vrbo, Facebook Marketplace, or any other short-term rental platform without prior written approval from Park Management.

The registered Occupant remains fully responsible and liable for all actions, damages, injuries, unpaid fees, misconduct, fines, or rule violations caused by renters, guests, or visitors.

Management reserves the right to refuse, restrict, suspend, or terminate any short-term rental arrangement at its sole discretion and without refund.

## **5. Trailer Removal & Storage**

### **5.1**

No off-season removal without prior written approval.

### **5.2**

Unauthorized trailers or property remaining after April 14 may incur storage fees of \$100 per day plus applicable taxes.

## **6. Termination of Occupancy**

### **6.1**

Early termination by either party shall result in forfeiture of all fees paid.

### **6.2**

Upon termination, the trailer/site must be removed and left in a clean condition acceptable to Management.

## **7. Site Use, Vehicles & Parking**

### **7.1**

All land within the Park is owned by the Park. Site boundaries are approximate only.

### **7.2**

One trailer and one vehicle are permitted per site unless approved otherwise in writing.

### **7.3**

Maximum speed limit within the Park is 10 km/h.  
Violations may result in fines between \$50–\$200.

### **7.4 Golf Carts**

- Drivers must be at least 16 years old and possess a valid driver's licence
- Golf carts must display the site number
- Unsafe operation may result in immediate removal privileges

### **7.5**

Only one vehicle may pass through the gate at a time.

## **8. Site Upkeep & Improvements**

### **8.1**

Customers are responsible for maintaining their site and trailer.

### **8.2**

No construction, digging, trenching, or alterations may occur without prior written approval.

### **8.3**

Maximum shed size permitted is 10' x 14' unless approved by Management.

### **8.4 Landscaping & Site Improvements**

Any landscaping, gravel, stone, concrete, patios, decks, flowers, lawn improvements, or other site modifications requested or installed by the Customer are entirely at the Customer's own expense and responsibility.

The Park is not responsible for installing, repairing, maintaining, replacing, or paying for any lot improvements unless agreed to in writing by Management.

## **9. Noise, Machinery & Quiet Hours**

### **9.1**

No loud machinery or equipment may be operated after 8:00 PM.

No heavy equipment operation on Sundays after June 1.

### **9.2 Quiet Hours**

- Sunday–Thursday: 11:00 PM
- Friday–Saturday: 12:00 AM

## **10. Season of Operation**

The Park operates on a seasonal basis only. The official operating season begins April 15 and ends October 31 each year.

Outside of this period, the Park is closed unless prior written authorization is granted by Management.

## **11. Use at Own Risk**

All use of the Premises, facilities, roads, marina, docks, pool, and storage areas is entirely at the Customer's own risk.

## **12. Garbage & Recycling**

- Household garbage only
- Recycling must be placed in blue bags by Monday at 10:00 AM
- Metal and burn materials must be disposed of only in designated areas

## **13. Pool & Water Safety**

- Children under 12 must be supervised at all times
- Pool closes at 8:00 PM
- No glass containers or smoking permitted in pool area

## **14. Trailer Eligibility**

### **14.1**

Trailers must generally be 10 years old or newer unless approved by Management.

### **14.2**

Management reserves the right to refuse unsafe, damaged, or unsuitable units.

## **15. Trailer Sales**

- 7% commission applies to all trailers sold on-site
- No "For Sale" signs permitted
- Buyers must be approved by Management

## **16. Motorized Equipment**

Motorized equipment may only be used in designated areas.

No operation near docks, grassy areas, or pedestrian zones.

### **17. Storage**

One complimentary storage space is included per site.  
Additional storage spaces may be subject to fees.

### **18. Business Use**

No commercial activity, business operation, or unauthorized rentals are permitted without written approval.

### **19. Tents & Guests**

One overnight tent is permitted per site unless otherwise approved.  
Tents must be removed by 10:00 AM.

### **20. Visitors**

Customers are fully responsible for the conduct and actions of all guests and visitors.

### **21. Fires & Fireworks**

- Fires permitted only in approved fire pits
- Fires must remain at least 10 feet from structures
- No unattended fires permitted
- Fireworks prohibited unless approved by Management

### **22. Water Use**

Water use is limited.  
No lawn watering or vehicle washing without Management approval.

### **23. Pets**

- Maximum of 3 pets per site
- Pets must remain leashed at all times
- Aggressive or dangerous animals are prohibited

### **24. Gate & Security**

- Two gate keys/cards permitted per site
- Customers must not permit unknown persons to enter through the gate

### **25. Restricted Areas**

Unauthorized access to restricted areas or removal of Park property may be considered theft and reported to authorities.

## **26. Docks & Boats**

All boats, docks, lifts, and marine equipment are used entirely at the owner's risk. The Park is not responsible for theft, sinking, vandalism, weather damage, fire, collisions, flooding, or water-related damage.

No fishing from docks.

No unattended boats permitted.

## **27. Permits**

All construction or improvements requiring permits must receive written approval and proper permits before work begins.

## **28. Utilities**

Tampering with hydro, septic, water, internet, or other utilities is strictly prohibited.

## **29. Rule Changes**

The Park reserves the right to modify or update these rules at any time.

Continued use of the Premises constitutes acceptance of all updated rules.

## **30. Enforcement**

Violations may result in:

- Warnings
- Fines
- Suspension of privileges
- Immediate termination of occupancy

## **31. Insurance**

Minimum \$1,000,000 liability insurance is required at all times.

## **32. Waiver, Release & Indemnity**

### **32.1 Acknowledgement of Risk**

Use of the Premises involves inherent risks including injury, death, property damage, fire, flooding, and accidents.

### **32.2 Assumption of Risk**

Customers voluntarily assume all risks associated with use of the Premises.

### **32.3 Release of Liability**

Customers release the Park and Released Parties from liability except where prohibited by law, including gross negligence or willful misconduct.

### **32.4 Indemnity**

Customers agree to indemnify and hold harmless the Park against all claims, damages, losses, liabilities, and legal expenses arising from their use of the Premises.

### **33. Limitation of Liability**

The Park's maximum liability shall be limited to the greater of:

- \$5,000; or
- The total seasonal fees paid by the Customer

### **34. Legal Exceptions**

Nothing in this Agreement excludes liability where prohibited by Ontario law, including gross negligence or willful misconduct.

### **35. Emergency Medical Authorization**

Customers authorize the Park to obtain emergency medical assistance if necessary and accept responsibility for all associated costs.

### **36. Proof of Insurance**

Proof of insurance must be provided within 7 days of request or access may be revoked.

### **37. Arbitration & Governing Law**

This Agreement shall be governed by the laws of Ontario.

Any disputes shall be resolved through binding arbitration in Ontario unless otherwise required by law.

### **38. Photo & Video Release**

The Park may use photographs or videos taken on the Premises for marketing, advertising, and promotional purposes.

### **39. Severability**

If any provision of this Agreement is deemed invalid or unenforceable, the remaining provisions shall remain in full force and effect.

### **40. Notices**

Notices may be delivered by:

- Email
- Mail
- Posting at the Park office
- Hand delivery

### **41. Right of Entry & Inspection**

The Park reserves the right to enter any site at reasonable times for inspections, maintenance, repairs, emergencies, safety concerns, or rule enforcement.

No prior notice is required in emergency situations.

## **42. No Refund Policy**

All fees, deposits, and payments are non-refundable under any circumstances, including termination, eviction, voluntary departure, weather events, rule violations, or removal from the Park unless otherwise required by law.

## **43. Right to Refuse Service & Immediate Termination**

The Park reserves the right to refuse entry, suspend access, or immediately terminate occupancy without notice for:

- Non-payment
- Rule violations
- Unsafe conduct
- Harassment
- Illegal activity
- Damage to property
- Any behavior deemed harmful to persons or the operation of the Park

## **44. Damage, Cleaning & Recovery Costs**

Customers are responsible for all damages, cleanup costs, towing charges, disposal costs, administrative fees, legal costs, and repair expenses caused by themselves or their guests.

## **45. Joint & Several Liability**

Customers are jointly and severally liable for the conduct, actions, damages, and violations caused by all guests, visitors, renters, and occupants associated with their site.

## **46. Abandoned Property**

Any property left after termination may be removed, stored, disposed of, or sold at the Customer's expense.

The Park is not responsible for loss or damage to abandoned property.

## **47. Emergency Closure & Force Majeure**

The Park may close or restrict access due to weather events, flooding, storms, fire risks, power outages, emergencies, pandemics, or circumstances beyond its control.

No refunds or compensation shall be provided.

## **48. Site Transfer & Assignment Restriction**

No site rights may be transferred, assigned, or sold without prior written approval from Management.

Unauthorized transfers are void and may result in termination.

## **49. Interpretation Clause**

The Park reserves the right to interpret and apply these Terms & Conditions in its sole discretion, provided such interpretation complies with Ontario law.

## **50. Alcohol, Cannabis & Illegal Substances**

Alcohol and cannabis consumption must comply with Ontario law.

Illegal drug use, public intoxication, disorderly conduct, or unsafe behavior is prohibited.

## **51. Harassment & Conduct Policy**

Harassment, threats, discrimination, abusive language, intimidation, or misconduct toward staff or guests will not be tolerated.

Immediate termination may occur without warning or refund.

## **52. Compliance with Laws**

Customers must comply with all federal, provincial, and municipal laws and regulations at all times.

Violations may result in immediate removal.

## **52B. ATV / Off-Road Vehicle Use**

- ATVs and off-road vehicles permitted only where authorized
- Use restricted to designated routes and approved areas
- Helmets mandatory at all times
- No reckless driving, stunts, spinning, or excessive noise
- Operators must comply with Ontario laws
- Management may revoke ATV privileges at any time

## **53. Emergency & Evacuation Compliance**

Customers must comply with all emergency procedures and evacuation orders.

Failure to comply may result in removal from the Premises.

## **54. Storm, Weather & Natural Events**

The Park is not responsible for damage caused by storms, flooding, falling trees or branches, wind, lightning, fire, ice, or other natural events.

Customers are responsible for securing their trailers, boats, awnings, sheds, and personal property.

## **55. Utility & Service Interruptions**

The Park does not guarantee uninterrupted hydro, water, septic, internet, Wi-Fi, or utility services.

No refunds or compensation shall be provided for interruptions caused by

maintenance, weather, supplier issues, or emergencies.

### **56. Off-Season Access & Winter Liability**

Any off-season access is entirely at the Customer's own risk.

Roads, water systems, and utilities may not be maintained outside the operating season.

### **57. Child Supervision**

Parents and guardians are solely responsible for supervising minors at all times throughout the Premises.

### **58. Video Surveillance**

The Premises may be monitored by security cameras and video surveillance for safety and security purposes.

### **59. Removal, Towing & Storage Costs**

If property is not removed when required, the Park may arrange towing, storage, removal, or disposal at the Customer's expense.

### **60. Entire Agreement**

This Agreement constitutes the entire agreement between the parties and supersedes all prior verbal or written agreements.

No verbal statements or promises shall have force or effect unless confirmed in writing by Management.

### **Schedule "A" – Fines & Penalties**

|           |                |          |              |                       |       |                              |       |                |       |                       |        |                           |        |                          |        |                 |        |                 |        |             |       |                          |                             |                  |        |                               |                             |
|-----------|----------------|----------|--------------|-----------------------|-------|------------------------------|-------|----------------|-------|-----------------------|--------|---------------------------|--------|--------------------------|--------|-----------------|--------|-----------------|--------|-------------|-------|--------------------------|-----------------------------|------------------|--------|-------------------------------|-----------------------------|
| Violation | Fine / Penalty | Speeding | \$50 – \$200 | Quiet hours violation | \$100 | Unauthorized guests or tents | \$100 | Pet violations | \$100 | Failure to clean site | \$150+ | Unauthorized construction | \$250+ | Tampering with utilities | \$500+ | Illegal dumping | \$250+ | Fire violations | \$250+ | Gate misuse | \$100 | Harassment or misconduct | Up to immediate termination | Reckless ATV use | \$250+ | Unauthorized Airbnb or rental | Up to immediate termination |
|-----------|----------------|----------|--------------|-----------------------|-------|------------------------------|-------|----------------|-------|-----------------------|--------|---------------------------|--------|--------------------------|--------|-----------------|--------|-----------------|--------|-------------|-------|--------------------------|-----------------------------|------------------|--------|-------------------------------|-----------------------------|

### **CUSTOMER ACKNOWLEDGEMENT**

By signing below, the Customer confirms that:

- They have read and understood this Agreement
- They agree to comply with all rules and conditions
- They understand they are giving up certain legal rights
- They voluntarily accept all risks associated with use of the Premises
- 61. Comprehensive Liability Waiver & Disclaimer

To the fullest extent permitted by Ontario law, Maitland Shores RV Park & Marina, including its owners, management, employees, contractors,

agents, affiliates, and representatives, shall not be responsible or liable for any injury, death, loss, theft, damage, expense, delay, inconvenience, accident, or claim of any kind arising from or related to:

- Use of the Premises or participation in any Activities
- Weather events, storms, flooding, fire, wind, lightning, ice, falling trees or branches, or other natural events
- Theft, vandalism, or criminal acts
- Acts, conduct, negligence, or omissions of other guests, visitors, renters, or third parties
- Utility interruptions, hydro failure, internet outages, septic issues, water interruptions, or equipment malfunctions
- Swimming, boating, marina use, docks, watercraft, pool use, or waterfront activities
- Vehicle accidents, golf cart use, ATV use, or recreational activities
- Uneven terrain, roads, trails, wildlife, insects, environmental conditions, or natural hazards
- Damage to trailers, RVs, boats, vehicles, sheds, decks, patios, awnings, landscaping, or personal property
- Any injury, loss, or damage suffered by the Customer, their family members, guests, visitors, renters, or invitees
- All persons enter, remain on, and use the Premises entirely at their own risk.

The Customer accepts full responsibility for their own safety, property, children, pets, guests, visitors, renters, and occupants at all times.

The Park strongly recommends that all Customers maintain adequate personal liability, trailer, vehicle, boat, and property insurance coverage. Nothing in this Agreement limits or excludes liability where prohibited by Ontario law, including liability arising from gross negligence or willful misconduct.

## 62. Hunting, Firearms & Weapons

Hunting is strictly prohibited anywhere on the Premises unless expressly authorized in writing by Park Management and permitted by applicable law.

The discharge or use of firearms, air guns, pellet guns, BB guns, bows, crossbows, slingshots, fireworks, explosives, or other weapons is prohibited within the Park except where specifically authorized by Management.

All firearms and weapons brought onto the Premises must be handled, transported, stored, and secured in compliance with all applicable federal, provincial, and municipal laws.

The Park reserves the right to immediately remove any person for unsafe, illegal, threatening, or unauthorized use or possession of weapons without refund.