

# FIRESKY RESORTS LTD 5 YEAR SEASONAL LEASE AGREEMENT

## AGREEMENT BETWEEN

FIRESKY RESORTS LTD (Hereinafter the "Campground Operator")

AND

Name: \_\_\_\_\_  
Registered Site User (Hereinafter the "Camper") #1

Name: \_\_\_\_\_  
Registered Site User (Hereinafter the "Camper") #2

Cell Phone: \_\_\_\_\_ Home Ph: \_\_\_\_\_

## PERMANENT ADDRESS

Street: \_\_\_\_\_

City: \_\_\_\_\_ Province \_\_\_\_\_ Postal Code \_\_\_\_\_

Email: \_\_\_\_\_  
Camper #1 Camper #2

## TRAILER INFORMATION

Make: \_\_\_\_\_ Model: \_\_\_\_\_ Year: \_\_\_\_\_

### 1. PROPERTY

IN CONSIDERATION of the fees to be paid, the covenants to be observed and the agreements to be performed by the Camper under this lease (the "Lease"), the Campground Operator holds for the Camper the following site at the Campground:

Campground: Rowan's Ravine Provincial Park

Site Number: \_\_\_\_\_  
the "Designated Site"

## 2. TERM OF LEASE AGREEMENT

- A. TO HAVE AND TO HOLD the Designated Site for a term commencing on January 1<sup>st</sup> \_\_\_\_\_ and expiring on December 31<sup>st</sup> \_\_\_\_\_ (the "Lease Term").
- B. It is agreed between the parties that the intended use for the Designated Site is for recreational and vacation purposes only. The Campground is designed and intended for use for seasonal or temporary campground and recreational use only and as such the trailer on site cannot be used as permanent residential or home address. It is agreed by the parties that the actual use of the Designated Site shall be for seasonal, recreational purposes for temporary periods of time only and as further restricted by periods of Campground closure. It is acknowledged by the Camper that zoning for the Campground prohibits residential uses for the Designated Site in the Campground. It is agreed and understood between the parties that the words "seasonal" or "temporary periods of time", may include periodic or recurrent use pertaining to all seasons of the year, but shall not include use of the Designated Site when the Campground is closed, from October 1<sup>st</sup> to May 1<sup>st</sup> in any given year.

## 3. FEES AND CHARGES

- A. The Camper shall pay to the Campground Operator the following fees:
- a) A lot lease fee of **Three Thousand Seven Hundred and Fifty + GST (\$3,750 + GST)** DOLLARS (the "Lease Price") for the entire term of the lease agreement.
  - b) Utility costs, paid on a monthly or quarterly basis, as outlined in section 4.
- B. The Camper shall pay:
- a) 50% of the Annual Lease Price by October 1<sup>st</sup> for the Lease Term or any Renewal Term; and
  - b) Remaining 50% of Annual Lease Price on or before March 1<sup>st</sup> of that year's camping season.
  - c) If the lease agreement date is after March 1<sup>st</sup> of that year's camping season, 100% of the annual lease fee is due upon signing.
- C. All charges owing under this Lease are due and payable upon accounts being rendered. Non-payment of charges constitutes breach of this Lease and interest at the rate of 2% per month shall be charged on all monies overdue.
- D. The Annual Fees do not include any applicable federal or provincial taxes. Camper shall pay any and all applicable taxes.
- E. If the Camper defaults on the terms of this lease agreement, the Campground Operator shall have a lien or charge against the Trailer and its contents for all overdue fees and other miscellaneous charges incurred by the Campground Operator pursuant to the terms of this Lease or any ancillary agreement; including utilities.

## 4. UTILITIES

- A. Utilities shall only be available to the Camper during the operating Season May 15<sup>th</sup> to September 30<sup>th</sup>. Water will be turned on and off depending on weather conditions and subject to Rowans Ravine Provincial Park availability.
- B. The Camper shall pay the cost for Septic tank pumping from each Campsite, paid directly to your service provider of choice.
- C. Power is individually metered at each site and charged back from the Campground Operator to the Camper.
- D. Potable Water is provided to each site and is included in the lease price.
- E. Non-potable lake water is included in the lease fee. Subject to approval to utilize lake water, from regulatory authorities.
- F. The Campground Operator shall provide firewood. The Camper agrees that such firewood shall be used only at the Campsite in the fire pit. No firewood is permitted to leave the premises, which is subject to financial penalties.
- G. A coin-operated washroom, shower facilities and laundry will be for the Camper and Guests use only.

- H. The capacity for delivery of utility serves has been carefully designed to provide services to meet normal operating requirements. The campground operator reserves the right to implement utility restrictions, if required, to ensure that quality of each service is not compromised.

## 5. PROMISES OF THE CAMPGROUND OPERATOR

- A. That the Designated Site of the Camper will be held and available for use, during the entirety of the Lease Term, as long as the Camper's account remains current with the Campground Operator and the Camper has performed all of the promises in this Lease. For further clarity, if the Camper has not paid the required deposits, utilities or lease fees on-time, the Designated Site will become available to any interested party without further notice to the Camper.
- B. 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.
- C. That in consideration of the Camper paying the said Annual Fees, maintaining a current account with the Campground Operator, and performing the promises, agreements and undertakings herein contained on its part to be performed, the Camper shall and may peacefully possess and enjoy the Designated Site for the Lease Term, without any interruption or disturbance from the Campground Operator.

## 6. PROMISES OF THE CAMPER

- A. That the Camper shall permit the Campground Operator at all reasonable times to enter the Designated Site;
- B. The Camper further agrees to indemnify and save harmless the Campground Operator against any and all such claims, liabilities, demands, damages or rights or causes of action whatsoever made or asserted by anyone arising out of or incidental to this Lease for the use or occupancy of the Designated Site;
- C. The Camper agrees that the construction of all site improvements, including decks, fences, landscaping, sheds etc. will all fall within the Architectural Guidelines provided in Schedule B.
- D. The Camper acknowledges that they have read and understand the terms of this Agreement, the rules and regulations governing the operation of the Campground Operator and understand the terms of such rules and regulations. The Camper agrees to comply with such terms and regulations and any changes made during the term of this Lease and to require the Camper's guests and visitors to comply also. The Camper hereby acknowledges receipt of and agrees to be bound by the terms and conditions of the rules of the Campground Operator as presently in existence, being Schedule A hereto, or as may be reasonably established at the discretion of the Campground Operator modified from time to time. Amendments to the Lease at the sole discretion of the Campground Operator may be instituted with written notice to the Camper.
- E. The Camper is liable for any permanent damages to the site, including sewer tank, power pedestal and any other items not approved in writing by the campground manager.

## 7. WAIVER, RELEASE AND INDEMNITY

- A. The Camper waives and releases any claims that the Camper may have against the Campground Operator, its officers, employees, agents, or servants arising from any damage or injury incurred by the Camper at the Designated Site or at the Campground as the result of any act, on the Campground Operator's part or on the part of its employees, agents, servants, or guests, whether negligent or otherwise.
- B. The Camper agrees to indemnify and save harmless the Campground Operator, its officers, employees, agents, and servants from all claims, suits, actions (and damages arising therefrom) which may be brought against the Campground Operator, its officers, employees, agents and servants arising in any manner whatsoever at the Designated Site or the Campground from any acts or failure to act by the Camper, or the Camper's employees, agents, servants, and guest.

## 8. TRANSFERS

- A. The Camper may **not** sell, assign or transfer this Lease to any party without written consent from the campground operator.

## **9. TERMINATION PROCESS AND EVICTION RIGHTS OF THE CAMPGROUND OPERATOR**

- A. If the Camper defaults in payment of any of the Annual Fees or in the observance and performance of any of the terms of this Lease, including but not limited to Campground Rules and Policies (Schedule "A"), the Campground Operator may, in its sole discretion, terminate this Lease and re-enter and take possession of and use the Designated Site, either immediately or upon such notice as the Campground Operator, in its sole discretion, deems appropriate. The Camper shall remove all personal property as and when required by the Campground Operator, including trailer and equipment, and the Camper shall be solely responsible for the costs of same, including the initial removal and subsequent storage if applicable. The Campground Operator shall be entitled to retain any of the Camper's personal property if not removed as and when required, as security for any amounts that remain outstanding, including fees under this Lease and additional costs to which the Camper is responsible, such as removal and storage fees. The Camper shall be found to have abandoned any property not collected within 60 days of being notified to remove and/or pick up same, such that the Campground Operator shall be entitled to dispose of same without further notice to the Camper, at the sole cost to the Camper.
- B. The Campground Operator may terminate this Agreement immediately upon written notice if the Camper fails to pay the annual rent or fees by the due date as set out in this agreement.
- C. 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.
- D. On the termination 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. 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.
- E. 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. COMPLIANCE WITH CAMPGROUND OPERATOR POLICIES AND USE OF SITE**

- A. The Camper shall at all times during the Lease Term comply with all the Campground Operator's rules, regulations and policies regarding sanitation, fire protection, provisions for the public health and safety, general operational matters and general camping rules. A copy of the Campground Operator's rules & policies is attached as Schedule "A" for ease of reference.
- B. The Camper shall use the Designated Site for recreational purposes only and shall not allow the same to be used in any manner inconsistent with such occupation so as to be a nuisance, annoyance, damage or inconvenience to the Campground Operator or to the occupants of adjoining sites.
- C. The Camper is responsible to ensure that all guests visiting the Designated Site also comply with the Campground Operator policies and use of site requirements. Violation on the part of the Camper includes violation by any guest, invitee or other making use of the Designated Site of the Camper.

## **11. ENVIRONMENT**

- A. The Camper shall at all times during the Lease Term preserve and maintain the trees and bushes which are now or might at any time during the same term be growing on the Designated Site and shall not cut, remove or otherwise interfere with the same without the written consent of the Campground Operator.
- B. Any action that poses a threat to the environment will be grounds for the immediate termination of this Lease Agreement. This includes, but is not limited to, disposing of unwanted items anywhere in the campground and the cutting or stripping of trees.

## **12. OCCUPATION AND MAINTENANCE OF SITE**

- A. The Camper may not, without the approval of the Campground Operator, occupy any space exceeding the dimensions of the Designated Site. Failure to comply with this section can lead to a second lease payment being applied to the account of the

Camper at the sole discretion of the Campground Operator. This second lease payment represents the compensation by the Camper to the Campground Operator for occupying space beyond that included within the Designated Site.

- B. The Camper shall, at all times during the Lease Term, yield to the Campground Operator the Designated Site in good and tenable repair. The Camper is solely responsible for the care of the Designated Site.

**13. BINDING EFFECT**

- A. This Lease shall be binding upon the parties hereto and their heirs, executors, administrators, successors and permitted assigns and the said terms and references thereto in the singular number or masculine gender shall include the plural number and feminine and neuter genders where the context so requires.

**14. NOTICES**

- A. Any notice required to be given shall be sufficiently given and shall be personally delivered or sent by prepaid registered Canadian mail to the parties' respective address first noted above. All such Notices shall be conclusively deemed to have been given and received upon the day the same are personally served or delivered or, if mailed as aforesaid, four (4) business days (excluding Saturdays, Sundays, holidays and days upon which regular postal service is interrupted or unavailable for any reason) after the same is mailed as aforesaid. If two or more persons are named as Camper, any notice given hereunder shall be sufficiently given if delivered or mailed in the foregoing manner to any one of such persons. It is the sole responsibility of the Camper to ensure all contact information on file is current.

**15. APPLICABLE LAW**

This Lease shall be deemed to have been made in and shall be construed in accordance with the laws of the Province of Saskatchewan.

IN WITNESS WHEREOF the Campground Operator and the Camper have set their hands and seals as of the day and year first above written.

**CAMPER SIGNATURE**

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

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

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

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

**FIRESKY RESORTS LTD**

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

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

Title: \_\_\_\_\_

## SCHEDULE A

### ROWANS RAVINE – CAMPGROUND RULES & POLICIES

#### CAMPSITE DESCRIPTION

- Campsite size approximately 60' wide and 80' to 100' long (lot will not be less than 4000 sq/ft)
- Vehicle parking areas
- Water connection (included in lease fees)
- Sewer hook-up (Camper is responsible for suck outs)
- Power pedestal with 50-amp electrical plug-ins (Camper is responsible for metered power)
- Trailer and boat storage is permitted during off season at campsite.
- Access to private washroom and coin operated shower facilities for camper and guests, during operating season.
- Firewood provided free of charge. All fire bans coincide with Provincial guidelines.
- Storage shed is permitted. Must be purchased through Campground Operator, to maintain consistency within the resort.
- 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. must comply with the standards in Schedule B.
- Shed to be located within the boundaries of the campsite.
- 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
- ZERO tolerance for 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 always kept clean and tidy. 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 satellite dishes any kind permitted directly on the trees
- Property line violations must be corrected upon the written request from the Campground Operator to the Camper. Final discretion on property line locations disputes unequivocally reside with the Campground Operator.
- 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 and such penalties may exist.

#### CAMPSITE EQUIPMENT

- Trailer more than 15 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 strictly prohibited.
- When a Campsite is relinquished, sheds, decks, fences etc. may be offered for sale to the new Camper. If no price Agreement can be made, the Campground Operator will advise two more people on the waiting list. 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
- All vehicles within Rowans Ravine Provincial Park require passes year-round.
- All vehicles, RV's, Camping units, and boats must be registered.
- Only one Camping unit/RV, boat, and shed are permitted per lot.
- Motorized vehicles such as golf carts, ATV's or UTV's are strictly prohibited.
- E-bikes, Pedal Bikes and other non-motorized vehicles are encouraged.

#### 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, to those on the waitlist.
- 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 11PM to 8AM.
- Campers are governed by the same rules as the daily campground patrons within Rowans Provincial Park.
- 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**  
**ARCHITECTURAL STANDARDS FOR CAMPSITE DEVELOPMENT**

CAMPGROUNDS LOCATED IN PROVINCIAL PARKS with facilities owned by the Government or privately owned, offering annual seasonal camping.

CAMPGROUNDS LOCATED IN PROVINCIAL RECREATION SITES with facilities owned by the Government or privately owned offering 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	<p>Designs must meet government approved specifications to address safety concerns including fire spread control. Applies to items supplied by park visitor or campground lessee.</p> <p>No home-made firepits allowed, including dryer baskets tire rings or otherwise.</p>
2	Picnic Tables	Yes	<p>Picnic table design must be pre-approved by PCS to address safety concerns. (Any picnic tables approved for resale would meet design standards)</p>
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 400 square feet.</p> <p>All decks must be against the camper, portable and easily removable.</p> <p>All decks must be constructed with brown pressure treated lumber <b>ONLY</b> and may be finished with an earth tone (greens, browns, tans, and blues) composite decking or brown pressure treated deck boards. No construction permitted with pallets or other similar items.</p> <p>The intent is to maintain aesthetic and safety standards and to allow a reasonable amount of privacy in the campsite.</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>

4	Storage Sheds	Yes	<p>Storage Sheds must be purchased through Campground Operator, direct with Manufacturer.</p> <p>All sheds are to be 8x12 in size, completed with barn style door and the same color of vinyl siding.</p> <p>Shed must be properly maintained at all times to complement campground aesthetics.</p>
5	Bunkhouses	No	No bunkhouses permitted, no exceptions.
6	Garbage Cans	Yes	Exterior storage space must include provision for visual screening.
7	Benches	Yes	N/A
8	Decorative fixtures (ie 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 which must be taken down when the site owners are not present.
10	Fencing	Yes	Brown Pressure Treated Wood use only, to a maximum height of 6 feet.
11	Tarps	No	Tarps are not permitted, under any circumstance.
12	Gazebo's	Yes	Gazebo's / pergola's permanently attached to a deck are permitted.
13	Structures	No	<p>No portable garages or fabric / vinyl structures for the storage of boats or vehicles are allowed.</p> <p>No home-built frames or support structures for tarps are allowed. 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</p>

			trees and vegetation adjacent to campsites. Eventually, buffer space between individual campsites and between campsites and green spaces, would disappear.
14	Indoor Furniture	No	Indoor furnishings (couches, lazy-boys etc) are strictly prohibited outside of camping units. Indoor 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	Private Docks	No	Not permitted to be installed along the shoreline. Our location is right beside the marina and slips are available there.
21	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.
22	Unlicensed vehicle use	No	The use of any unlicensed vehicles by campers on Park land is strictly prohibited.

**SCHEDULE C  
CONTACT INFORMATION**

**Campground Operator Address:**

Firesky Resorts Ltd  
Box 840  
Unit 6 – 150 River Street  
Lumsden, Saskatchewan, Canada  
S0G 3C0

Please e-transfer payments to:

[accounting@firesky.ca](mailto:accounting@firesky.ca)

E-transfer Password:

None Required, Automatic Deposit.

**SCHEDULE D**  
**SUMMARY ACKNOWLEDGEMENTS**

We agree to follow all park rules & bylaws detailed in this lease agreement \_\_\_\_\_

No pallets allowed to be used for construction material \_\_\_\_\_

To follow all architectural guidelines \_\_\_\_\_

Metered utilities are my responsibility \_\_\_\_\_

I am financially responsible for my fires \_\_\_\_\_

I acknowledge that my camper is newer than 15 years old, or that I have written permission from the campground operator. \_\_\_\_\_

I acknowledge that year 1 season could have potential construction delays \_\_\_\_\_

I acknowledge that if Firesky Resorts Ltd can not have the site occupiable by June 15<sup>th</sup> of the season, that my lease fees will be prorated for the first season and applied to the next season lease fee (not refunded). The typical season is May 15<sup>th</sup> to Sept 30<sup>th</sup> and the lease fee will be prorated based on that time period. \_\_\_\_\_

The camper pad is the camper's responsibility \_\_\_\_\_

\_\_\_\_\_