



(2016) Ltd.

## TERMS & CONDITIONS

**The term “Guest”, as used in this agreement and these rules, includes all parties signing the agreement. “Visitors” are persons who attend the Park to visit said Guests.**

The GUEST agrees that he/she (and his/her family and their visitors) are using the facilities provided by RoseWood Resort, at their sole risk, and that RoseWood Resort assumes no responsibility for accidents, injuries or loss of property. The Guest recognizes the dangers of Fallen Timber Creek and the Red Deer River, and assumes ALL responsibility for any accidents, injuries, or loss of property. Due to the erosion of the bank, the south bank down to the river is out of bounds for walking, playing, biking etc. Please ensure that your visitors are aware of this, and use only the designated trails to the river.

### **1. AGREEMENT FOR PAYMENT**

- a. In the Fall, a non-refundable deposit of \$800 + GST is required to hold your site for the 2020 season, along with the fully signed lease, and is due by Oct 15, 2019. All sites not having paid the deposit will be advertised as ‘Available’ and leased out. For those remaining in the park for the 2020 season, the \$800 (+GST) will be applied to the 2020 seasonal rate. If your situation should change over the winter season and you are unable to return in 2020, this contract will become null and void as long as you notify us by April 1st.
- b. In the Spring, upon receiving your invoice for the balance of payment, we will require:
  - i. a copy of your current recreational vehicle insurance papers, on its renewal date
  - ii. payment for the balance shown on the invoice to be paid no later than April 15
- c. Overdue accounts (amounts left unpaid after April 15) are subject to a 2% per month late fee
- d. A maximum of 2 adults per site is allowed, unless otherwise arranged with management. There is a \$5 per night charge for anyone extra (over the age of 12) staying overnight.
- e. RV registration is a Mountain View County requirement. If you do not have a plate on your RV, the County will charge you taxes
- f. Base electrical costs are \$150 per lease term, which covers service providers’ administration, carrying costs, provincial and regional distribution, and local infrastructure fees, with individual usage (kwh) being added. Power meters are read mid August, and your invoice for power will be added to your deposit invoice, and e-mailed to you
- g. A \$250 site deposit will be collected (and held by RWR) on all new lessees. This is to help with site cleanup when the lessee leaves, and to cover any outstanding bills left unpaid. All unused portions will be returned to the lessee when they exit the park.
- h. If you do not wish to renew your lease for the 2021 season, your site must

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be vacated and void of any structures by October 15, 2020

- i. If you vacate your site before your lease has expired, the said site will revert to RoseWood Resort, and this agreement will become null and void. The aforementioned site will then be available for re-leasing. No unit is to be pulled off the site until the account has been cleared of any unpaid balances. There will be **NO REFUNDS**

## **2. GENERAL RULES**

- a. Speed limit inside the park is 10 km per hour - period.
- b. The possession or use of firearms and/or slingshots in the Park is prohibited.
- c. Main gate will be closed at all times. A code will be entered and changed each year for your security. Visitors must be greeted at the gate and escorted in. Do not give the code to visitors
- d. Quiet hours are from 11:00 pm to 8:00 am. Please be respectful of one another.
- e. There are laundry rooms available for your convenience. Washrooms are available for the convenience of you and your visitors. Laundry room sinks are for laundry purposes ONLY. Please do not use them to discharge paint, or grease, and do not bathe your pets in these sinks. Guests are responsible for the conduct of their visitors in the washrooms, and all areas of the Park. Children must not be allowed to loiter in the washrooms, laundry rooms or Community Centre without supervision
- f. Please use the designated paths provided by RoseWood Resort to access the washrooms or other public areas of the Park. Trespassing on your neighbour's property or through the trees between New and Old sections is not permitted
- g. Clotheslines are not permitted, nor shall laundry be hung outside on the guest's site
- h. There is a **maximum of 2 vehicles** per site. Quads, utility trailers, boats, camper tops/truck toppers, or other recreational toys must be parked in the storage area available near the shop. A minimal fee will apply. Storage rates are available on request from the Office
- i. You are in Bear Country. Therefore, for the safety of all, do not leave anything out which may tend to attract animals - food, bottles, garbage cans, open barbecues, etc.
- j. Squirrels can prove quite costly if they decide to move into your trailer. Please do not feed the squirrels
- k. Those wishing to walk on the property south of RoseWood Resort do so at their own risk and must assume any and all liabilities
- l. Mobility scooters and golf carts are allowed in the Park. They are expected to follow the rules of the road, and are to be driven on the roads only. Riding on common space/green spaces is not allowed. Side by sides are not acceptable
- m. Generators should only be used in power outages and only as required
- n. Remote Aircraft: due to liability/insurance and Transport Canada, flying is not permitted over RoseWood Resort property. There is a ZERO TOLERANCE policy in effect
- o. We will not turn the water on in the spring until we are satisfied the ground is free of frost. We will try to adhere to the posted opening and closing dates as closely as possible, but have found in the past that most services are turned off during the first week of October and turned on toward the middle or end of May.

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- p. We are not responsible for any damage caused by nature, or acts of Man or God. These include, but are not limited to, the following:
- a. Fire or lightning
  - b. Explosion
  - c. Smoke
  - d. Falling objects (ie trees)
  - e. Vandalism or malicious acts
  - f. Water escape, rupture, freezing
  - g. Wind storm or hail
  - h. Theft, or damage caused by attempted theft
  - i. Weight of ice, snow or sleet
  - j. Electricity (any damage caused by surges or outages)
  - k. Bears, rodents or wildlife of any type

### **3. VISITORS**

- a. Visitors should be met at the gate, and escorted into the Park. Do not give them the gate code
- b. All visitors must check in at the Office upon entering RoseWood Resort.
- c. Parking will be in designated Visitor Parking sites or at the campsite they are visiting.
- d. RoseWood Resort reserves the right to expel any visitor who, in the opinion of the Park, is disruptive
- e. Visitors not staying the night should leave the park by 11 pm
- f. If your visitors stay the night, there is a **\$5 charge per person per night**; although payment is based on the honour system, please be aware that we do know when visitors are at your site. Failure to honour this agreement could result in management choosing to not renew your lease the following year.

### **4. SITES**

- a. One RV unit allowed per site. RV's include motorhomes, trailers, park models and fifth wheels.
- b. Campers, truck toppers, pop-up vans, or vans of any type shall not be used for sleeping accommodation. If you have guests staying the night they will be sleeping in your RV or a tent on your site
- c. One tent is allowed per site, and it must be taken down when not in use
- d. Park models are allowed to a maximum of 538 square feet. Size of Park Model will be determined by site chosen with management discretion. All Park Models must meet CSA Canada Standards. Property taxes are applicable for Park Models
- e. RoseWood Resort reserves the right to refuse an RV unit, if Management deems it unkempt, or unsightly. New units wishing to lease a site must be no older than 10 years. All RV's already within the Park must be no older than 20 years
- f. A site is for the sole use of the guest, and their own RV. Visitors are not permitted to use your site unless you are on-site with them
- g. RV's on site may not be rented out
- h. The guest shall be legally responsible for all damage to the Park's property caused by the guest or by any visitor of the guest

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- i. Please advise RoseWood Resort prior to the removal or the sale of your RV. Any site vacated will revert to RoseWood Resort. The purchase or sale of your RV does not include the right to lease the site, and guests wishing to sell their unit on-site must acquire the approval of the office before advertising as not all units qualify for this option
- j. Any decks, sheds etc that remain will become the property of RoseWood Resort. Please ensure that your site has been cleaned up, prior to leaving
- k. All site improvements (shrubs, landscape ties, gravel etc) must remain with the site
- l. Site holder is responsible for all damages incurred on their lot, including but not limited to, damage done to grass by spinning tires, or heavy tow vehicles, as well as damaged pedestals or sewer pipes which are struck in the moving in or out process. This damage must be reported and repaired as soon as possible
- m. Wood and lumber materials are not to be piled up around the perimeter of your site or under your RV where it can be deemed unsightly
- n. When not in the Park, please turn off the water at the pedestal, to help minimize potential damage to your RV and RoseWood's lines
- o. No tampering or modification of Rosewood's electrical services will be allowed.
- q. You are responsible to maintain your own site, and this includes lawn care and weed control in the driveways and perimeter of your lot. If Management deems your site 'unsightly', we will mow it, and you will be charged \$35+/mow, and/or \$25/spray.
- r. You may choose to contract RoseWood Resort to mow your lawn. Each yard will be assessed individually to determine time allotment for the mow. Base cost is \$375 + GST/season, and will go up from there depending on the difficulty (ie lawn ornaments)
- s. Only 1 shed/site allowed, and no structures made of tarp material are acceptable - all structures are to have solid walls/roof. The moving of any and all structures must be done through your site only, and preferably using the gravel driveway. No contracted moving company will be allowed on green spaces for the purposes of moving decks/sheds/gazebos etc.

## **5. SITE IMPROVEMENTS**

- a. Prior to any site improvement, such as decks, sheds, painting, and landscaping, plans must be viewed and approved by Management
- b. Plywood and particleboard are not acceptable finishing materials. When painting, or siding decks and sheds, colour coordination with your trailer is appreciated. If you require assistance, please ask
- c. There is to be no cutting, pruning, limbing etc. of any trees without the prior authorization of Management
- d. Management welcomes flowerbeds, shrubs, lawn and beautification of your site
- e. Any fences or borders are to be of living organic material (flowers, shrubs, etc.)
- f. There will be NO DIGGING without the permission of Management

## **6. SEWER HOOK-UPS**

- a. All sewer hook-ups must be watertight to meet health codes
- b. In the winter season, all sewer/water hook-ups must be disconnected and sewers capped. All sewer caps have been provided by, and are the property of,

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RoseWood Resort. Therefore, each guest will be responsible to ensure that the cap is left on the white drain pipe upon leaving

- c. All units having holding tanks must hold black/grey water until full before dumping. Systems are not to be left open as this creates problems for the Park, and for other sites
- d. Please use biodegradable tissue in your RV, and the regular use of toilet chemical is appreciated

## **7. DECKS AND GAZEBO'S**

- a. Any building of decks/gazebo's and the choice of materials must be approved by Management
- b. All decks 24" and higher, and/or those with a roof will require a BUILDING PERMIT issued by Mountain View County prior to construction. The permit must be displayed on the front of the unit during construction. Copies of permits/final inspection reports are to be given to the office.
- c. All decks/gazebo's must meet all County and Provincial Code requirements
- d. The maximum deck area is 14' wide, (which includes roof overhang) multiplied by the length of the RV (excluding the hitch). The height is restricted to 1 foot taller than the RV roof, when set up on site. Final decision on this matter is at the discretion of the owners.
- e. Screening/closing in of deck sides may be approved; management and County approval will be required
- f. Decks are not cabins, and are meant to hold lawn furniture, and maybe a small fridge - No cabinets, large fridges, stoves, washers or dryers are to be stored on the deck
- g. Wood-burning stoves on decks or in sheds are prohibited. Caution must be exercised while using barbecues in any enclosed area

## **8. GARBAGE**

- a. Dumpsters are located by the bulletin board, for garbage accumulated while in the Park (not from your residence)
- b. Please bag your garbage before placing in the dumpster. Small garbage items (gum wrappers, cigarette butts, etc.) are the responsibility of each Guest, and are to be regarded as garbage - do not throw them on the ground
- c. Metal, wood, BBQ's, fridges, propane bottles, TV's, water coolers, bed frames and mattresses are not permitted in the dumpsters
- d. Provincial Landfills are continually limiting the amounts and types of waste, requiring that all of us recycle whenever possible. Your cooperation is appreciated
- e. Crush all cardboard boxes before putting them into the dumpsters to conserve space. Or please take the cardboard boxes back to your original residence. Please ensure that all bottles, cans, milk/juice containers, etc are in plastic bags before placing in recycle bin. (Milk containers must be rinsed or will be refused before recycling; plastic bottles cannot be crushed.)
- g. A red and white 45 gallon drum, for cold ashes, is located by the dumpsters.

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Please NEVER dump your ashes into the dumpsters or over the cliff. Be aware of fire hazard

## **9. FIRES**

- a. Firewood, kindling and burning materials are to be purchased from RoseWood Resort only. If caught bringing wood into the Park, you will be asked to leave.
- b. Fires must be contained in approved fire pits
- c. Fire pits should be no larger than 30" in diameter
- d. The location of the fire pit needs to be approved by Management prior to use.
- e. Discretion MUST be used on the size of the fire, and management reserves the right to deny open fires at any time. Fires must be properly extinguished before retiring or leaving your campsite. Please remember that quiet hour starts at 11 pm
- f. No campfires between 12 midnight and 7 am
- g. The use of torches or open flame fires on sticks is prohibited
- h. Management reserves the right to decide whether or not the fire is putting the Park or themselves at unnecessary risk, and Management may suspend fire privileges if necessary

## **10. PETS**

- a. All pets are to be registered with the office
- b. A maximum of 2 small dogs or 1 large and 1 small dog are allowed per site
- c. Pets are not allowed in public buildings
- d. Noisy, unruly, or dangerous pets will not be permitted in the Park
- e. All pets must be on a tethered leash at all times. At no time shall the animal be allowed to run free, unless it is in the off-leash area on the property to the south
- f. Pet owners are totally responsible for cleaning up after their pets, anywhere on the Park property, including walking trails, roads, and treed areas
- g. Our neighbours to the south have graciously allowed us to walk our pets on their property. Please remember there are many dogs in the Park, and it would create a problem in the near future on the trails of their property, if no consideration is shown in picking up after out pets. Please pick up! When pets are off-leash, owners must be on the same side of the fence as the pet, for better control and the safety of others
- h. There is a ZERO TOLERANCE policy in effect for any pet that attacks, bites or injures any person or other pet in the Park. If this happens, your pet will be asked to leave immediately
- i. Pets are a privilege in the Park. Please remember, not all residents have them or are comfortable around them. Do not allow them to relieve themselves on anyone's lawn or shrubs. Please do not be offended if asked by these guests to keep your pets off their property

**WINTER SEASON (OCTOBER 16-APRIL 30)**

- a. Due to the extreme weather in Alberta, all services will be shut down during the winter season (except electricity) to avoid any risk in freezing the water lines.
- b. RoseWood Resort is a secure gated facility year-round; therefore, there will be **no** admittance to the Park during the winter season. If we find there is a problem with your unit, you will be notified without delay.
- c. Mountain View County requires notice of all RV's using Doyle Drive in the winter season.
- d. Due to the shallow services of water and sewer lines in Rosewood Resort no vehicle traffic is allowed on the roads past the house. Therefore, any RV's leaving the Park for the winter season, must be parked in the designated area near the Office by October 15th.

Guests must adhere to all rules and regulations contained herein or as posted. The Lease applies to the Guest only and can only be reassigned by management. Management reserves the right to terminate, without notice, this agreement at any time should the Guest not adhere to the above Terms & Conditions.

**THERE WILL BE NO REFUNDS AT ANY TIME**

Please e-mail us if:

- 1. You would like to have seasonal lawn care
- 2. You would like to have a garden spot

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