



## NECA Rental Lot #2, 2023/2024

Northern Eagle Campground (hereinafter "NECA" or the "campground"), 1251  
Caribou Road, Minden, ON K0M 2K0, 705-286-2837

### Registration, Waiver of Liability & Code of Conduct Agreement

Please complete the form, initial each page and provide signatures for all members of the rental party. Kindly return form to the Park Superintendent before moving onto Lot #2.

Date of Rental: Arrival \_\_\_\_\_ (12 noon)

Departure \_\_\_\_\_ (11 am)

Total # of Nights \_\_\_\_\_

(To a maximum of 14

nights)

ENTER INFORMATION (hereinafter the "Renter"):

Name of renter (please print) \_\_\_\_\_

Address: \_\_\_\_\_

Contact Phone # \_\_\_\_\_ Mobile \_\_\_\_\_ or Home? \_\_\_\_\_

Email address: \_\_\_\_\_

Emergency Contact: \_\_\_\_\_

# of Adults \_\_\_\_\_ # of minors (children/wards) \_\_\_\_\_ Pet type and name(s) \_\_\_\_\_

Vehicle Make/Model: \_\_\_\_\_ Colour: \_\_\_\_\_ Year: \_\_\_\_\_

License Plate: \_\_\_\_\_

#### TENT/TRAILER INFORMATION:

Sleeping accommodations: \_\_\_\_\_ Tent \_\_\_\_\_ trailer

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

Year of Manufacture: \_\_\_\_\_

Insurance Company Name: \_\_\_\_\_ Policy #: \_\_\_\_\_

#### PAYMENT & DEPOSIT:

Fee is \$ 50.00 per night. A non-refundable deposit payment of 25% of the total rental cost is due at time of booking, The remaining balance is due at time of arrival at Lot #2. Payment can be made by Cash, Visa, Mastercard or Cheque. **NSF cheques will be charged a \$ 35 handling fee and final payment must be made using an alternate method.**

**ADDITIONAL RENTER CONTACT INFORMATION:**

Name of renter: \_\_\_\_\_

Address: \_\_\_\_\_

Contact Phone # \_\_\_\_\_ Mobile \_\_\_\_\_ or Home? \_\_\_\_\_

Email address: \_\_\_\_\_ Licence Plate #: \_\_\_\_\_

Vehicle Make/Model: \_\_\_\_\_ Colour: \_\_\_\_\_ Year: \_\_\_\_\_

By signing this Agreement, you (on behalf of yourself or your minor child/ward and personal representatives, assigns, heirs and next of kin) acknowledge, agree, and represent that you have carefully read and fully understood the NECA Terms of Agreement, Park Rules & Regulations, Waiver of Liability & Code of Conduct Agreement.

**NECA TERMS OF AGREEMENT and RULES & REGULATIONS**

**General terms:**

1. The Renter acknowledges that the Renter has read, understands, and agrees to the terms of this Agreement and the regulations governing operation of the NECA.
2. Amendments to the Agreement are at the sole discretion of the Board of Directors (BOD) herein referred to as the "Association" and may be instituted with written notice to the Renter. If the Renter objects to the NECA rules, the Renter may, upon written notice to the Association within seven (7) days of receipt of such amendment, terminate the Agreement without penalty.
3. The Renter hereby undertakes and agrees that he/she will inform any family members, guests, visitors or other persons attending at the Renter's site as to the NECA rules and regulations. The Renter is responsible for the observance of the NECA rules personally or by his/her permitted family members, guests, visitors or other persons attending at the Renter's site or within the campground with the Renter's permission and knowledge.

**Behaviours, Alcohol, Drugs, Noise, etc.:**

1. No noxious, dangerous, illegal, unreasonable, disturbing or offensive activities shall be carried on in the campground nor shall anything be done which may be or become a nuisance or annoyance to other campground members.
2. There shall be no excessive noise at any time and no disturbing noise prior to 8:00am or after 11:00pm. **Campfires** are to be fully extinguished by 12:00 midnight. Campfires are to be attended **at all times**. No daytime fires between the hours of 7 a.m. to 7 p.m.
3. Every person under the age of 18 years must be on the rented site by 12:00 midnight unless accompanied by his/her parent or guardian or another adult designated by his/her parent or guardian.
4. No firearms, weapons, fireworks, or firecrackers shall be kept or discharged within any part of the campground.
5. Maximum # of tents on lot#2 is 2. Maximum # of trailers on lot#2 is 1 plus 1 vehicle.

6. All renters shall maintain the site in a clean, orderly, and safe condition.
7. Individual fireworks displays are **not** permitted within the park at anytime.
8. Maximum speed limit within the park is 15 km or 10 mph.
9. Pets shall be on leash or restrained in an appropriate manner, at all times. Restrained, or otherwise, pets are not permitted on or around the beach area.

**Use of Campsite:**

1. It is agreed between the parties that the intended use for the Site is for recreational and vacation purposes only. NECA is designed and intended for use for seasonal or temporary campground and recreational use only and as such, the tent/trailer on the Site cannot be used as a primary residence or home address.
2. Failure to remit any payments required under the terms of this Agreement and any breach of the NECA rules and regulations by the Renter, his/her permitted family members, visitors, guests, or other persons attending the renter's site shall be deemed a breach of contract and this Agreement may be terminated immediately at the discretion of the Association.

**Waiver, Release & Indemnity:**

1. The Renter waives and releases any claims that the Renter may have against the Association, its officers, employees, agents or servants arising from any damage or injury incurred by the Renter at the rental site and within the campground as a whole, as a result of any act on the Association's part or on the part of its officers, employees, agents, servants or guests, whether negligent or otherwise.
2. The Renter also agrees to indemnify and save harmless the Association, its officers, employees, agents or servants from all claims, suits, actions (and damages arising therefrom) which may be brought against the Association, its officers, employees, agents or servants in any manner whatsoever at the rental site and within the campground as a whole, from any acts or failure to act by the Renter or the Renter's employees, agents, servants or guests.

**Assignment:**

1. The parties agree that the Renter cannot assign this Agreement, without the consent of the Association, and that the Association may assign this Agreement. Upon the assignment by the Association, it shall be relieved of any continuing liability to the Renter pursuant to this Agreement.

**Abandonment:**

1. All personal property, including but not limited to the tent/trailer, belonging to the Rental shall be removed from the site immediately upon the completion of the rental term, unless alternative arrangements have been pre-approved by the Association.
2. If the Renter abandons personal property, without prior arrangements agreed to by the Association, the Association may remove the personal property from the site. The Renter releases the Association, its officers, employees, agents and servants for any loss or damages to the personal property as a result of such removal.
3. The Renter shall pay all removal costs, storage, clean-up and/or any miscellaneous charges incurred by the Association.
4. The Association shall give the Renter fifteen (15) days' notice of such charges and should the Renter not pay to the Association such charges within fifteen (15) day's after receipt of such notice, the Association shall have the right to sell any part of the personal property and apply the sale proceeds to pay all monies owing by the Renter to the Association. Any proceeds remaining after the payment of such costs shall be paid to the Renter.

5. In the event that this site shall be repossessed under the terms of this Agreement, any goods including any trailer that the Renter has left on the site shall be deemed to be an article as defined by the *Repair and Storage Liens Act of Ontario*, hereinafter referred to as “the Act”, may be removed by the Association who shall be deemed to be a lien claimant and storer under the Act, to whatever location the Association deems appropriate and the Association, as such, will not be responsible for any loss or damage to such goods during removal and storage.
6. The Renter will be responsible for any storage costs and moving costs incurred, together with any outstanding rent or charges or any other monies due under this Agreement and the Association may recover costs and/or monies due under this Agreement and the Association may recover costs and/or monies owing in accordance with the provisions of the Act.

#### **WAIVER of LIABILITY: GENERAL**

1. The rental party(s) expressly acknowledge and agree that attendance at NECA and participation in any activities of the campground may involve the risk of serious injury and/or death and/or property damage.
2. The rental party(s) is fully aware of the risks and hazards inherent in attendance at NECA and participation in the activities of the campground and I/we voluntarily, knowingly and freely assume all risks associated with participating in the activities of the campground and entering the premises, including, but not limited to, my/our own actions or inactions (or the actions or inactions of a minor child/ward), the actions or inactions of others (including but not limited to the NECA Board of Directors, shareholders, seasonal renters, staff, maintenance or service personnel, volunteers, or visitors), falls, injuries, illnesses, infections, contact with others navigating any and all obstacles and any defects of the NECA premises.

#### **Code of Conduct**

The following rules are over-and-above those outlined in the NECA Park Rules & Regulations. There rules may change as the Ontario or Federal government or local HKPR Health Unit amends legislations and bylaws. Failure to comply may lead to dismissal from NECA:

1. Movement within the campground – At all times, campers and visitors must obey physical distancing rules as and when mandated by the Province of Ontario.
2. Children (young adults, youth/teens, minors/wards) – All parents will ensure their children obey the rules at all times.
3. Common areas – The following areas are available for use:
  - The beach. Bring your own chairs, blanket, floaties and beach toys. **It is recommended that you do not share items with anyone outside of your household or rental party.**
  - The boat launch for motorized and non-motorized watercraft day-use launching.
  - The park and swings areas.
  - Basketball nets, shuffleboard, and horseshoe pits.
  - The Rec Hall.
4. Common areas (closed) – Common areas that are **closed** are not to be used. NECA will advise the renter if/when any common areas are closed.
5. Social Committee Activities – Social committee-organized events and activities that can be undertaken obeying all physical distancing and gathering restrictions may proceed, with possible restrictions.

**AGREEMENT ACKNOWLEDGEMENT:**

The renter(s) acknowledge that he/she/they have read, understand and agree to the terms of this Agreement.

I/we understand that there are inherent and unforeseen risks involved in participating in the activities of the campground or while attending at NECA. I/we have read this document in its entirety and fully understand the terms. I/we acknowledge my/our signature to be a waiver and complete and unconditional release of all liability due to any negligence or inherent risks of participating in the activities of the campground or while attending NECA.

*Each individual in the renting party must provide a signature on this document.*

*A parent/guardian of a minor must sign the form on behalf of a minor under the age of 18 years.*

**RENTER(S) SIGNATURES:**

Indicate whether  
Adult or Minor (circle one)

Printed name: \_\_\_\_\_ Signature: \_\_\_\_\_ A or M  
Date: \_\_\_\_\_

Printed name: \_\_\_\_\_ Signature: \_\_\_\_\_ A or M  
Date: \_\_\_\_\_

Printed name: \_\_\_\_\_ Signature: \_\_\_\_\_ A or M  
Date: \_\_\_\_\_

Printed name: \_\_\_\_\_ Signature: \_\_\_\_\_ A or M  
Date: \_\_\_\_\_

Printed name: \_\_\_\_\_ Signature: \_\_\_\_\_ A or M  
Date: \_\_\_\_\_

**NECA SIGNATURE (WITNESS):**

Printed name: \_\_\_\_\_ Signature: \_\_\_\_\_  
Date: \_\_\_\_\_