

# TERMS & CONDITIONS

- RENTAL POLICY:** All Lot fees and Boat Dockage fees are due by June 1st. Outstanding accounts will be subject to interest at 2% per month. Minimum \$20.00 billing. Access to the park will be denied if previous year's lot fees are not paid in full. The rent allows for residency from May 1st - Thanksgiving Monday every year. Providing the resident is returning the following year the rent allows for winter storage from Thanksgiving Monday - April 30th. If the resident vacates the site after **Thanksgiving Monday** they will be subject to **winter storage fee of \$500.00**. If the Resident vacates the site after opening day (May 1st) they will be charged by the daily, weekly, or monthly rate. (Plus \$500 winter storage fees from the previous season) No camping unit may be removed from the campground without prior notification to management. All sales of trailers, cabanas, cabins, etc. must be approved through the office and subject to a 5% Transfer Fee. **Minimum \$500.00** All trailers, cabanas and cabins that are to be removed is at the expense of the resident and owner.
- REFUNDS:** There will be no refunds for early departures or evictions. If you leave your site for any length of time it is imperative that you advise Management of the time you will be gone, failure to do so will automatically be assumed you have left for the balance of the season and subsequent loss of your site. Once the Resident leaves the site, the site will be considered vacant and Management will place a new Resident into the vacant site. ALL Deposits for seasonal sites are Non-Refundable. No exceptions.
- LATE CHARGE:** A late payment fee of 3% per month (24% per annum) will be added to all overdue accounts. 30 day terms. Minimum \$20.00 billing. Non-compliance may result in your eviction and seizure of all merchandise and materials on the site. The Resident will be responsible for any moving, storage and labour costs incurred. Any Resident abandoning their trailer, cabana or cabin will be liable for all costs needed to remove all property and merchandise from the site and restoring it to a clean and acceptable site.
- TRANSFER FEE:** All sales of trailers, cabanas, cabins, etc. must be processed through the office and is subject to an Administration Transfer Fee which is calculated at 5% of the selling price. **Minimum \$500.00**. If the transaction is not handled through the office, Management has the right to assess the new owner any fees that are required to keep the account current with Management.
- PAYMENTS:** Payment is due June 1<sup>st</sup> every year. Payments may be made by cash, cheque, money order, Debit, or E-Transfer. Visa, Mastercard, Apple Pay & Google Pay are accepted but are subject to a 3% service charge. Any NSF or returned cheques are subject to a \$25.00 charge. Rent forwarded by mail shall be deemed unpaid until it is received by Management. Payment is applied to the site rental and is transferable providing that Management received notification of sale and approves the same sale. All sales of trailers, cabanas, and cabins must be processed through the office. Unpaid accounts by June 1<sup>st</sup> will be constituted as non-compliance of Rental Agreement and services may be restricted to that site and or eviction notice served and Rental Agreement cancelled by management.
- SECURITY FOR RENTAL:** Failure on the part of the Resident to pay the rental of their site shall entitle Management to seize all merchandise and materials on the camp site and to retain the same as security for any unpaid rental amount owing hereunder. Upon the expiration of 14 days of such seizure, the Management shall have the right to dispose of same without notice to the Resident in such a manner as the Management, in its absolute discretion, deem appropriate, whether by public or private sale and thereafter the Management shall be absolutely entitled to, firstly, apply any such proceeds to the payment of the balance of the amounts owing by the Resident at the date of the sale, and secondly, to the payment of all legal costs, on a solicitor basis, incurred by the Management in order to obtain payment of any of the rental owing herein.
- BUILDING:** Building of a deck is allowed when pre-approved by the Management. No other building of any kind is allowed. Certain repairs to existing cabins and cabanas will be approved by the Management on an individual basis. Sheds or Gazeebo's are allowed but must be pre-fabricated and purchased from Costco, Home Depot, Rona etc. Again with approval from the Management. Ask first. Build second.
- IMPROVEMENTS:** All trailers, cabanas & structures must be kept clean, visually appealing, and in good physical condition. Each Resident is responsible to maintain their site to meet or surpass all standards as set forth according to the current Rules & Regulations which may be amended from time to time. Management reserves the right to enter & inspect campsites anytime. Any Resident that refuses to make necessary repairs, upgrades and improvements to their site or structure may be evicted from the park. All trailers, cabanas, and cabins deemed obsolescent by the Management will have to be removed by the Resident at their expense. The site has to be left in a clean and acceptable manner. The Management can at any time cancel the Rental Agreement with the Resident and require them to remove all structures and possessions at their expense in a timely manner. All owners of cabanas, cabins, built structures on site are required to sign a **Letter of Agreement** with management.
- INSURANCE:** All Residents are required to have insurance on all trailers, cabanas, and cabins. Proof of insurance may be required by the Management at any time. Under no circumstances will Chesley's Resort, be liable for injury to persons, including Residents and their guests or invitees or for any loss or property damage due to fire, theft or accident. Residents must determine to what extent of insurance is required to protect themselves and their guests against such a loss.
- RULES & REGULATIONS:** Resident agrees to abide by all the provisions of Chesley's Resort Rules & Regulations as currently written and as such amended including any special rules posted in the Park's facilities. The Resident hereby acknowledges having received a copy of the Rules & Regulations and posted on [www.chesleys.com](http://www.chesleys.com) as in effect on the date of execution of this agreement. The Resident is responsible for any guests, friends, relatives, etc. that are in the Park. Absolutely no gang affiliations or gang activities allowed in campground.
- ATTORNEY'S FEES:** In the event Chesley's Resort commences litigation to construe or to enforce this Rental Agreement, or recover damages for breach of the Rental Agreement, or to obtain possession of the site and is successful in the litigation, it shall be entitled to payment of all legal costs on a solicitor-client basis.
- INFRACTIONS:** Infractions of Rules & Regulations will be brought to the Residents attention by the Management as part of their duty and obligation to other Residents. Disregard for rules, management, staff or others will result in the termination of the Rental Agreement. Residents who receive notice of Eviction or notice of Termination of the Rental Agreement must remove their personal property off the site on or before the specified date as indicated on the notice. In all incidents NO REFUND will be issued. Please read the Terms & Conditions carefully. You will be required to sign a Rental Agreement indicating your understanding as a condition of occupancy. **\*\*All Rules & Regulations are subject to change.\*\***