
2325 Old Okanagan HWY, Westbank BC V4T 1Y2 (Open entrance is on Louie Drive down from Walmart)

Rules & Guest Etiquette

To ensure the safe and enjoyable stay of our guests, the following Rules and Regulations have been established. The owners of (the 'Campground'), West Eagle Campground, reserve the right to modify and amend the following Rules and Regulations as they deem fit.

The following is applicable to all guests

DEFINITIONS

Campground Owner – means Ronald M. Derrickson or agent, dba RMD Group the owner and landlord of the Campground.

Guest – means an approved occupant of the Campground who is residing in a recreational vehicle (RV), all guests must be listed and approved by campground management.

GUEST INFORMATION

Site #: _____

Guest/s: _____

RV information:

Make: _____ Model: _____

Year: _____ Plate Number: _____

Cell:

Phone Number:

Emergency Contact:

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RULES & REGULATIONS

1. All Guests shall be offered this form prior to occupancy.
2. Subletting or assignment of sites is strictly prohibited. Any attempt to sublet or assign occupancy will result in immediate eviction.

Trailer Maintenance

3. Skirting and requirements of a trailer
 - a. For RV's staying over winter (November 1 – March 31) Insulated Skirting is mandatory for units that are not insulated in the floors and walls (winter editions). **All material must be park approved material. Foil and painted plywood are not permitted.**
 - b. Personal belongings may be stored under RV/Trailer, so long as they are hidden by the skirting
 - i. Storing space heaters or other hazardous items such as amp clamps and spare propane tanks is prohibited.
 - ii. No space heaters are permitted for use under units.
 - c. Removing RV/Trailer tires is not permitted on park property.
 - d. Waste valves must always be kept closed, unless properly insulated
4. Utility Use
 - a. Excessive use of electrical power will result in expulsion from park
 - i. Use your built-in propane heat system as your primary heat source.
 - ii. Do not overload power plugs. Melted plugs will result in a \$100.00 charge

General Lot Maintenance

5. All Guests are responsible for the general upkeep of their spot and maintain a clean looking lot.
6. Park approval must be given to add any temporary stairs, decks, storage area to site and they must not be affixed to the land. All approved temporary structures must be removed at the end of stay.
7. Fire pits, chimineas and other wood burning apparatus are not permitted in our parks as of November 1st, 2015. During the summer months campfire bans, as imposed by WFN, will include the ban of all other open flame apparatus being used during these periods.



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Crime Free Campground

8. The Guest (s), any occupant of the guest's household, and any persons affiliated with the guest invited into the campground property shall not engage in any criminal activity in or around the campground including but not limited to:
 - a. any drug-related criminal activity;
 - b. solicitation (sex trade workers and related nuisance activity);
 - c. street gang activity;
 - d. assault or threatened assault;
 - e. unlawful use of a firearm;
 - f. any criminal activity that threatens the health, safety or welfare of the landlord, other tenants, or persons in the Campground.

Violation of the above provisions, which for a reasonable, agreed upon, and material term of the Campground Rules and, shall be good cause for a Removal of the RV A single violation of any provision in the Crime Free Housing Rules shall be deemed a serious violation and material non-compliance. It is understood and agreed that a single violation shall be good cause for Termination of Stay. Unless otherwise provided by law, proof of violation shall not require criminal conviction, but shall be predominant of the evidence.

Termination of Stay

9. Campground Owner may terminate a Guest's stay for any of the following:
 - i) Non-payment of Campground fees.
 - ii) Subletting or unauthorized occupancy, health and safety violations, and any act endangering life, property, or quiet enjoyment of the Campground.
 - iii) Reports of a criminal record or disorderly conduct which violations may be deemed by the Campground Owner to be detrimental to the health, safety, or welfare of other residents of the Campground under the Laws of Canada;
 - iv) Violation of any Campground Rules
 - v) A change in the zoning or use of land comprising the Park, or any portion thereof.

Please note: Absolutely any act which endangers the life, health, safety, property or quiet enjoyment of the Campground or its occupants is in violation of these Rules and shall be grounds for Termination of Stay under Westbank First Nations Law.

Campground Owner Access

10. The Campground Owner shall have the right but not obligation to access any Guest's RV in the event of an emergency or to prevent imminent danger to the occupant. The Campground Owner



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shall have the right but not obligation to enter the lot at all reasonable times for the purposes of repair and replacement of utilities, the removal of trees, as necessary and any other maintenance or management tasks.

11. The rights of the Campground Owner and failure of the Campground Owner to exercise any such right shall not operate to forfeit any other rights of the Campground Owner. No waiver by the Campground Owner of any Rule shall be deemed to constitute or imply a further waiver of that or any other Rule.

Pets

12. Dogs are welcome in our Campground but must first have park approval to reside in the Campground.
 - i) The Park Owner MUST first meet and approve your dog before entering the park. Each Tenant is allowed one (1) dog per household.
 - ii) You must complete our dog application form. *No vicious or dangerous dogs are allowed in the Park.
 - iii) All dogs MUST have a dog license issued from Westbank First Nations and submitted to the Park Owner. Owners are responsible for license renewal on an annual basis (January 4th) and must submit the new dog license to the Park Owner. If your dog is NOT licensed, the owner will be reported to and fined by Westbank First Nations.
 - iv) Dogs must be always on leash in the Campground, kept under control, and barking must be kept to a minimum, excessive barking will not be tolerated, as enforced by WFN Bylaw. The pet shall only be allowed on the Guest's lot or in the designated pet areas within the Campground. The Guest shall accept full responsibility for all damage to the lot and the Campground which is caused by the pet or by keeping the pet on the premises.
 - v) No dogs shall be left unattended for more than twelve hours. We have zero tolerance for animal negligence and cruelty.
 - vi) The Guest understands that the Campground Owner, at its sole discretion, reserves the right to prosecute any Guest whose animal may have caused injury or death to any other Guest, visitor, or employee within the Campground.
13. The Guest shall keep their lot and all the Campground Owner's property free of pet droppings and shall remove and adequately dispose of all pet droppings in such a manner as to keep the premises in a clean and healthy state.



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*Vicious and dangerous dogs are dogs that tend to attack without being provoked, or otherwise endanger, people or other domestic animals. The Campground Owner's management team has the right to deem any dog in the park as unsafe.

Site Rental & Fees

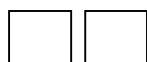
14. All fees are due and payable monthly. Pre-payment is required in full for those guests who are only staying for our 3-month minimum. Our long-term guest will deliver to the Landlord a void cheque for preauthorized auto withdrawals for each month. **A twenty-dollar (\$20.00) penalty fee per day shall be assessed if the amounts due are not paid within one (1) day of the due date.** A thirty-five-dollar fee (\$35) will be charged to the Tenant if a cheque is returned and has not cleared the bank for *any* reason.
15. Payment of fees, charges and other assessments shall be made at our office: 3561 Carrington Road Westbank, BC V4T 3L8. Our phone number is 250.768.2411 or by preauthorized debit.
16. Guests who wish to transfer from one campsite to another within the Campground must first obtain approval from the Campground Owner. If such a transfer is approved, a **non-refundable administrative fee of two hundred dollars (\$200.00)** will be charged to the Guest. This fee is due and payable in full at the time of approval. All transfer requests are subject to availability and the sole discretion of the Campground Owner. No transfers will be permitted without consent from the Campground Owner and full payment of the transfer fee."
17. **We require 30 days' written notice to vacate the site please submit to wec@rmdgroup.com**

Speed Limit

18. The speed limit in the Park is 15 km/hr for all motorized and unmotorized vehicles. Pedestrians have the right of way. All vehicles and bicycles in the Park must follow the BC Department of Motor Vehicle's rules.

Care and Use of Premises

19. Guests are solely responsible for the upkeep of the lot and keeping it clutter free.
20. The premises shall be kept in an orderly, neat, and clean condition and shall be free of litter, clutter, and debris.
21. Guests are required to keep their lot, driveway, and the perimeter of the home free of debris, boxes, miscellaneous parts, lumber, unused or dilapidated items and equipment are not to be stored on the outside of the RV or outside of any utility room or shed on the lot.
22. Garbage should be disposed of in the bins provided onsite.



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23. Clotheslines must be the folding umbrella type, or the reel type attached to the RV with a removable pole and must be taken down and stored daily.
24. Guest cooperation in keeping the communal areas clean and serviceable is required.
25. Guests are not permitted to perform mechanical maintenance on vehicles or recreational vehicles or boats within the Campground.
26. Guests who will be away from their RV for more than two (2) weeks shall make arrangements for another person to watch over their RV and perform any of the necessary maintenance.
27. Guests shall be notified in writing of any breach of lot maintenance and will be given 3 days to perform the maintenance. If such maintenance is not performed, the Campground Owner reserves the right to have such maintenance done and to bill the tenant for such work.
28. All peddling and soliciting, commercial or otherwise, is prohibited.
29. Illegal Drug use and activity is prohibited within the Campground and are subject to the Crime Free Park rules.
30. The Campground Owner shall not be held liable for any accident or injury to any person or property using the Campground and its recreational facilities by guests.
31. Guests must behave in a way that does not disturb neighbors or constitute a peace breach. Guests shall be responsible for any actions of any family member, friend, or person on the premises with their consent.

Quiet Enjoyment of the Campground

32. Guests shall refrain from creating excess noise which would interfere with other Guests' right to quiet enjoyment of the Park. No loud noise shall be permitted between 10:00 pm and 7:00 am in accordance with WFN laws, other than approved construction.
33. During all hours of the day all Guests must respect the proximity in which their neighbors reside. All acts and activities are to be conducted within reason so that they are not deemed as to have committed a "nuisance" as outlined within the WFN Laws. All nuisance violations should be called directly into WFN Bylaw officers and appropriate Penalties will be issued.
34. Disorderly conduct of any type as set out in the WFN Laws is unacceptable to Guests, and any other person within the Campground. All disorderly conduct should be relayed directly into WFN bylaw officers along with the Campground Owner. Appropriate penalties will be issued.



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35. If a Guest has been reported to Campground Owner as breaching the rules regarding committing a nuisance and disorderly conduct, this will be grounds for the termination of the agreement and will be evicted from the Campground.

Parking

36. A Maximum of two (2) licensed vehicles per site. Temporary guests or guests requiring overnight, or extended parking must park in designated visitor parking.

Loss and Damage

37. The Campground Owner shall not be responsible for any loss or damage caused by accident, fire, theft, or any other cause. The Campground Owner shall not be liable for any accident or injury to any person or property through such person's use of the Campground. Guests use the Campground facilities at their own risk and assume liability for any physical damage or personal injury incurred because of such use. In the event of fire or other damage or destruction of the property, the Guest shall be responsible for removing all debris from his property and or replacing the damaged property within thirty (30) days. During such time, the Guest shall still be responsible for paying all rent and other charges.
38. The Guest is hereby advised and understands that the personal property of the Guest is not insured by the Campground Owner for either damage or loss, and the Campground Owner assumes no liability for any such loss. Insurance is required to be provided upon arrival and must include 2 million liability insurance.

The Guest will indemnify and save harmless the Campground Owner from and against all fines, liens, suits, claims, demands and action of any kind or nature to which the Campground Owner shall or may become liable for or suffer by reason of any breach, violations or non-performance by the resident of any covenant, terms or conditions hereof by reason of any injury occasioned to or suffered by a person or persons on any property by means of any wrongful act, neglect or default on the part of the resident, his employees, invitees or licensees.

Legal Notice

West Eagle Campground is an RV Campground located on Westbank First Nation (WFN) land. This agreement does not create a tenancy and is not subject to the Residential Premises Law the Residential Tenancy Act or any provincial residential premises laws. Guests are granted a temporary agreement to occupy an RV site.

The Campground Owner reserves the right to set policy for any situations not covered by these Rules.



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I/We hereby acknowledge that I/We have read the West Eagle Campground Rules and agree to abide by them. I hereby acknowledge that it is my/our responsibility as a Guest residing in the Campground to inquire about any changes to the Rules.

Guest (print name)

Guest (print name)

Guest (signature)

X Guest (signature)

X Property Manager/ Owner Agent

Date Signed