

THIS LEASE AGREEMENT is dated the _____ of _____, 2018

BETWEEN:

**RAMARK PARK MODELS LTD.
o/a RAMARK PARK
located at Long Lake, Alberta
Head Office located at #4, 285145 Wrangler Way
Rockyview, Alberta T1X 0K3
403-262-6466**

(hereinafter referred to as the "LANDLORD")

- and -

TENANT NAME

(hereinafter collectively referred to as the "TENANT")

1. The Landlord agrees to lease to the Tenant the following:

**A portion of the 10 acre parcel of land,
known as "Ramark Park"
(a division of Kurt Ramark Holdings (2001) inc.)**

**more particularly known as Lot #--- specifically outlined
on Schedule "A" attached hereto**

(hereinafter referred to as the "Leased Lot")

on the Terms and Conditions more specifically defined in Schedule "B" attached hereto, which may be amended on a yearly basis or in writing with one month's written notice, such Lease to commence on September 1, 2018 up to and including August 31, 2019, at the cost of \$3,370.50 including G.S.T.

This Lease Agreement is basis the following:

- \$3000.00 (plus GST) – Site Lease to include prime months
- \$210.00 (plus GST) – Winter Storage
- Power & Water included
- Sewage Removal (400 gallons included)
- **Copy of insurance including liability and year of trailer required**

Damage Deposit Conditions

- Site and shed are returned in condition received
- 45 days notice provided for non-renewal of lease

Payment accepted by cheque or email funds to kristine@ramarkparkmodels.com

This Lease Agreement is subject to renewal on a yearly basis, and subject to the terms and conditions set out in Schedule "B" attached hereto, and as may be amended, as follows:

- (a) Should the Landlord wish to offer to renew the Lease Agreement with the Tenant for a further one-year term commencing September 1, 2019 up to and including August 31, 2020, the Tenant will be notified in writing, by no later than July 15, 2019 as well as being provided with a Lease Agreement for the upcoming lease period.
- (b) Should the Tenant wish to renew the Lease Agreement for a further one-year term, the Tenant will execute and return the executed Lease Agreement to the Landlord with a cheque in the amount of \$3370.50 including G.S.T.

- 2. Any notice required under this Lease Agreement will be given in writing, within 45 days to the following email address – kristine@ramarkparkmodels.com.
- 3. The Landlord will provide those services on the terms and conditions set out in Schedule "B" attached hereto, as may be amended from time to time with a 45 day written notice, set out in the Landlord's portion of Schedule "B".
- 4. The Tenant acknowledges having read this Lease Agreement and to abide by the Terms and Conditions set out in Schedule "B" and if applicable Schedule "C" attached hereto, as may be amended from time to time with a 45 day written notice, failing which the Tenant acknowledges he will be in breach of this Lease Agreement, at which time the Landlord may give a 45 day written notice of the termination of this Lease Agreement. If in the Landlord's discretion the breach is of a serious nature or if the breach has been repeated after written prior notice, the Landlord will have the option, of immediately terminating the Lease Agreement and requesting the Tenant to immediately vacate the premises.

IN WITNESS WHEREOF the parties have executed this Agreement as of the date written above.

TENANT INFORMATION

(fill in only if information on file has changed)

Address: _____

Phone: _____

Email: _____

RAMARK PARK:

Kristine Kramar - General Manager

TENANTS:

TENANT NAME

TENANT NAME

SCHEDULE "B"

The Landlord shall provide Lot #--- for the personal and recreational use of the Tenant at a cost of \$3,370.50, including GST, per annum, commencing September 1, 2018 up to and including August 31, 2019. The Landlord shall further:

1. Provide notice, should the Landlord wish to offer to renew the Lease Agreement with the Tenant for a further one-year term commencing September 1, 2019 up to and including August 31, 2020, the Tenant will be notified in writing, by no later than July 15, 2019 as well as being provided with a Lease Agreement for the upcoming lease period.
2. Have the right to increase or vary the rental payable by the Tenant with a 45 day written notice prior to the date the new rates or amounts become effective.
3. Not be responsible for any articles lost, stolen or vandalized, which were or are the property of the Tenant.
4. Have the right to discontinue a service or services to the Tenant without notice should the Landlord be of the view that a Tenant is abusing the services (ie. Roads, power, water, cut line access) and/or causing damage to Ramark Park property and/or other tenants property.

The Tenant will notify the Landlord by no later than July 15, 2019, of his intention to either renew the Agreement, with payment for the upcoming year provided by August 31, 2019, or vacate the Leased Lot. The Tenant shall also:

5. Should the Tenant wish terminate their lease, the Landlord will require 45 days notice from May 1 – July 15 of each lease term. Winter notices will not be accepted as we are unable to remove or move in any units as this is a seasonal property.
6. This leased site comes equipped with a 10'w x 12' shed, which is the property of Ramark Park. This shed is to be used for storage purposes only, they are not to code for human habitation. As this is a 'pre-finished' exterior, under no circumstances is there to be anything attached to the outside of the shed. We ask each tenant to respect the shed in their site and not lean anything against it. **The shed will remain the property of Ramark Park.**
7. No units will be **allowed** in Ramark Park anytime during your lease term unless the unit is 10 years old or newer. The age of the trailer will be determined by the serial number not the year it was purchased. Once in a leased site units will **not** be grandfathered for the year of the unit. In order to ensure your lease renewal, the tenant will have to provide a yearly updated lease which will only be accepted with a copy of the current insurance, registration and certificate of insurance (request from broker).

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Tenants will be responsible for:

8. Not assign the benefits of this Lease Agreement and ensure that the lot will not be occupied or used by anyone other than the Tenant, or any other person **NOT** designated by the Lease Agreement. If you are not residing/occupying your RV, no other people and/or children are allowed to stay at your site.

Initial

9. Ramark Park owns their own vacuum truck which runs weekly. Each tenant is required to have an additional PVC storage tank **under** their trailer (tow away/totes are not allowed). Each lease will include 400 gallons of sewage removal.

- 100 gallon tanks are encouraged as they equal the size of most trailers internal storage. Each removal is based on the size of the tank not the quantity in the tank.

10. Each tenant will be provided a login name and password to schedule their sewage removal list. The website is set up to reset weekly with a cut off time of Monday midnight for removal that week. The login availability will be available at Wednesday midnight for the following week removal.

****the driver will NOT accept requests while on site, this would be considered a “911” which is \$84.00 (based on a 100 gallon tank) payable to the office in cash or online with our paypal system.**

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11. The release of black or grey water from your RV will be considered grounds for immediate termination of your lease. Such tenant will be liable for any environmental fines or third party clean up charges.

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12. Not remove from the Leased Lot or from any portion of Ramark Park any living trees, shrubs, vegetation, soil, gravel, dead fall trees, etc. or any of the infrastructure or equipment belonging to the Landlord.

Initial

13. No fencing of any sort is allowed to barricade or block off your neighbor. Using a wood pile to block your neighbor will be deemed as fencing. Lattice is required, at minimum, to block off and hide your sewage tank from others. Lattice used in an application for growing garden items or flowers will be restricted to a minimum.

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14. Any ATV's that require oil and gas are to be used only on the trails outside of Ramark Park, our park roads are not considered a trail. Helmets should be worn at all times for safety.

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15. Children's bikes or small vehicles require a long visibility flag attached. With the increase of children in our park we are enforcing that all plastic battery cars are equipped with rubber lined tires to decrease the noise that they make on the gravel. Ramark Park is not responsible for any damage to these small vehicles that are abandoned on the roads.

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16. **Ramark Park will allow dogs provided owners demonstrate responsible ownership.**

It shall be the responsibility of each owner of a dog to ensure that:

- a) The dog(s) shall not run at large and be leashed at all times.

“Running at large or run at large” shall mean any dog that is off the property of its owner and is not on a leash or lead and under the control of its owner

- b) The dog shall not bark or howl excessively or in such a manner as to disturb the quiet of any person or persons.
- c) No person residing on a residential parcel shall keep or harbor more than two (2) dogs
- d) No person shall keep or maintain any animal which is vicious.

“Vicious Animal “means any animal with a known propensity, tendency or disposition to attack without provocation, to cause injury or to otherwise endanger the safety of human beings or other animals on public or private property;

- e) Ramark Park does not allow any dog runs, pens, fences or tents. This includes installing hand rail around your deck, when it is not necessary, to house your dogs as a pen.
- f) It is your responsibility to pick up after your dog immediately and keep your site and park clean.
- g) If you do not clean up after your dog this will result in immediate termination of your lease.

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17.

- (a) Maintaining the Leased Lot and its surroundings in good condition. If the leased site is not manicured and maintained charges will be incurred by the tenant for our maintenance crews to clean up the site.
- (b) The tenant shall be liable for any damage to their leased site, including all common areas;
- (c) Observing Ramark Park's quiet time of midnight and not carry on in a manner which is a nuisance or interferes with other tenants of Ramark Park; Excessive ATV or golf cart use after dark is not allowed, no drinking and driving.
- (d) Ensuring all garbage and recyclable containers are stored in the shed provided. Please do not put any garbage or storage containers **outside** of your shed, this does not look nice and it is an attraction to animals. There is a county waste site 1 km from our park which is open on Thursdays and Sundays from 9-5pm for your waste removal or take it back to the city.
- (e) Gates are open as we have staff on site 24/7 the gates are locked at the end of the season, the combination for these gates is released at the annual meeting.
- (f) Observing the speed limit as posted; please watch for children and dogs.
- (g) Abiding by the fire bans as may be in effect by the Provincial Parks, the local Fire Departments, surrounding Counties or Ramark Park as posted at the entrance to Ramark Park;
- (h) The health and safety of everyone including guests at Ramark Park, with respect to any natural or man-made hazards or obstacles which may be encountered, including trails, ditches, roads, etc. not limited to falling trees, branches, hail, flooding and specifically any hazards or obstacles which may be encountered at the Leased Lot;
- (i) Surrendering the Leased Lot in the same good condition and remove from all property of the Tenant, however not including improvements made specifically to the Leased Lot; ie. Landscaping, extra grass or gravel including perennials.
- (j) For the behaviour of all of the Tenant's guests and ensuring that everyone abides to the Terms and Conditions of Ramark Park.

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18. Use the Leased Lot for a personal and recreational basis, and not store any units other than a recreational vehicle such as a fifth wheel or holiday trailer, off-road vehicles but will not occupy the Leased Lot with any form of a “Truck Camper “, “Tent Trailer”, “Lean-To” or “Tent”. The Tenant will not use the Leased Lot for storage of any other type of vehicles such as utility or boat trailers, or any commercial usage or storage of any hazardous items, as well as any firearms.

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19. In our efforts to maintain a certain level of architectural control, we have the following guidelines in our park.

- No trailers older than 10 years (based on serial # and no units will be grandfathered)
- No use of tarps for wood piles – each tenant is provided with a shed to store a certain amount of dry wood. If a tarp is preferred please blend with your surroundings, no blue or orange tarps are allowed. *canvas tarps are preferred.
- All construction, in particular decks – a quick drawing is required from each tenant and approved by management. Only pressure treat product is to be used.
- Trailer mats are not allowed.

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20. The Tenant will insure all personal property, recreational vehicles, equipment and valuables, on an all-risk basis at the Tenant’s cost.

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If the Tenant breaches any of these Terms and Conditions, the Landlord will be at liberty, to give one month’s notice of the termination of this Lease Agreement. Upon receipt of termination, the Tenant will be required to remove **only** their property within the time frame provided (30 days).

If, in the Landlord’s discretion, the breach is of a serious nature or if the breach has been repeated after written notice, the Landlord will have the option of immediately terminating the Lease Agreement and requesting the Tenant to immediately vacate the premises. This includes unacceptable and/or violent behaviour exhibited by the Tenant or a guest of the Tenant. At the time of termination of the Lease Agreement, the Landlord will not reimburse any prorated monies owed. Upon receipt of immediate termination, the Tenant will be required to remove **only** their property within 7 days.

The Tenants property, if not removed within the timeframe specified, will be removed at the cost to the Tenant and deducted from the damage deposit.

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