



**THE CORPORATION OF THE
TOWNSHIP OF MATACHEWAN**

PIONEER PARK RENTAL AGREEMENT

THIS AGREEMENT MADE THE _____ DAY OF _____, 20_____

BETWEEN:

THE CORPORATION OF THE TOWNSHIP OF MATACHEWAN
Herein after called the 'Township'

- and -

SURNAME: _____

GIVEN NAMES: _____
Herein after called the 'renter'

WHEREAS the applicant hereby applies to rent a Pioneer Park trailer lot owned by the Township commencing on the _____ day of _____, 20____ and ending on the _____ day of _____, 20____ for the purpose of a tent / tent trailer / RV / camper / motor home (please circle) and for no other purpose.

AND WHEREAS it is necessary to establish certain guidelines and rules for the purpose of the rental of the site.

NOW THEREFORE this agreement witnesses that in consideration of the mutual terms and covenants hereinafter contained, the parties hereto agree as follows:

1. The dates of arrival and departure mark the dates of the commencement and termination of the rental agreement between the Township and the renter.
2. a) Rental rates are determined and adjusted accordingly from time to time by resolution of Council (see Schedule A).

b) Full payment must be made at the time of signing the contract and before any vehicle or trailer enter Pioneer Park. The payments are to be made at the Township of Matachewan Office (Monday – Friday, 9:00am – 4:30pm)

c) The Township reserves the right to refuse rental to any individual.

d) The Township reserves the right to terminate the rental agreement should it be determined by the Municipal Council or any designated person that the owner’s trailer poses a safety issue or is unfit for use. At that time, the owner will be required to remove his/her trailer and the rental fee will be reimbursed on a prorated basis.

e) Cancellations made one month prior to the commencement of the rental agreement shall be refunded at the rate of 75% of the total cost. Cancellations made two weeks prior to the commencement of the rental agreement will be refunded at the rate of 50%. Cancellations made less than two weeks prior to the commencement of the rental agreement will receive no refund.

3. a) The rental time periods are as follows: weekly (maximum of 7 days, check out is at 11:00am); monthly (maximum of one calendar month, check out is at 11:00am); Seasonal (period between the 2nd Monday of May and the weekend following Canadian Thanksgiving).

b) For the renter to extend their stay, payment must be received by the Township before the expiration of their current rental agreement.

c) Long-term seasonal residents shall be granted first refusal on re-rental of the same site which they currently rent. Reservation of a site must be confirmed and paid in full prior to the 1st day of March of the year the renter wants to reserve. If the long-term seasonal renters do not sign a further rental agreement and pay fees before the deadline, the site will no longer be reserved, and will be advertised to the general public.

d) The user agrees that site selection is not permitted unless in the case of returning seasonal renters who have contacted the Matachewan Town Office prior to next year’s opening date.

e) The renter is responsible for the disposal of all household waste and other debris and they are encouraged to utilize the blue recycling receptacle that is located within the park. Renters will be given a seasonal dump pass to access the Matachewan Landfill Site that is to be displayed on the dash of their vehicle.

4. a) Renters shall have the use of the assigned site for one tent/trailer as well as two additional vehicles (including recreational vehicles). Vehicles are not to be parked in the public areas within Pioneer Park.

b) The use of other off-road vehicles for joy-riding is prohibited within the camp boundaries.

c) All vehicles shall not exceed a speed of 10kmph, and shall be driven in a safe and controlled manner within the boundaries of Pioneer Park.

d) The renter agrees to carry his/her own liability and comprehensive insurance, and vehicle registration during the term of this rental agreement. The renter will register vehicles with the Township and furnish proof of insurance to the Township, if requested.

5. The renter agrees that the site has been inspected and the applicant hereby accepts the premises as being in proper condition and hereby undertakes to maintain the site in its current condition.

6. The Township or any such person as designated by it shall be permitted access at all reasonable times for the purpose of inspection.

7. The Township may terminate service of any utilities upon the premises, order evacuation of all or any portion of the leased premises, or cause to be removed there from any person or group of persons, any materials, equipment or other items if, in his judgment, circumstances of a dangerous or unusual nature have occurred, or he reasonably believes are about to occur, and such action is necessary to secure the safety and welfare of persons and/or property, and the renter waives any right and/or claim for damages against the Township, its officers or employees, in such eventuality.

8. The property is a public facility, the renter accepts camping privileges with the understanding that he/she does hereby release the Township, its officers and employees of any liability for loss, theft or damage to property and injury to his/her self while using the camping facilities and agrees to indemnify the Township, its officers and employees against claims resulting from loss, theft or damage to property or injury to the person or any member of the family or guest of the renter, arising out of the use of Pioneer Park and its facilities.

9. The renter agrees to be bound by and comply with all federal and provincial laws, and municipal by-laws in effect; the renter shall at all times comply with all laws and regulations of general application of any competent authority having jurisdiction over the use and occupation of land including, without limitation, any federal, provincial or municipal by-laws, statutes, ordinances, codes, regulations, rules, orders or decrees regulating, relating to or imposing liability or standards.

10. The renter shall read, understand and abide by the Pioneer Park Rules and Regulations as determined by the Township. Rules and regulations, and terms and conditions are subject to change at the discretion of the Township.

11. The renter is responsible for the actions and wellbeing of all guests. This includes informing the guest of Pioneer Park Rules and Regulations.

12. The renter agrees all pets must be leashed when outside renters' tent/trailers and in the park. Pet owners will comply with all applicable federal, provincial and municipal laws and ordinances pertaining to domesticated animals. Pets shall be confined to each renter's site area. All pets must accompany renters when they leave Pioneer Park and at no time be left unattended. The renter shall promptly remove any pet from Pioneer Park upon demand in the event that said pet shall, in any way, disturb other renters. Renters are required to pick up after their pets.

13. The renter agrees that, in the case that they should wish to operate a camp fire, a fire permit from the Ministry of Natural Resources is required prior to lighting the fire, and that the camp fire is operated, maintained and extinguished as per the Ministry of Natural Resources guidelines. Approval must be sought from the Ministry of Natural Resources Fire Attack Base in Kirkland Lake each day prior to lighting a camp fire. No camp fires are permitted during a fire ban issued by the Matachewan Fire Chief or Ministry of Natural Resources.

14. Renters shall honour the quiet times from 10:00pm to 8:00am, including, but not limited to, refraining from loud music and disruptive behavior.

15. The renter understands that the erection of any permanent structure, enclosure or fence is strictly prohibited.

16. Any person who contravenes any of the provisions and/or regulations contained herein or otherwise, shall be liable for a fine of up to and including one thousand dollars (\$1,000.00) for a first and each subsequent offence, exclusive of costs. For any contravention deemed serious by the Township, non-payment of fees, or for multiple contraventions, the Township may terminate this agreement and enforce the immediate eviction of the renter. The Township reserves the right to enter the site and remove all persons and properties at the cost of the renter and re-rent the site.

The renter hereby acknowledges receipt of a copy of the contract and agrees to abide by all the conditions contained herein.

SIGNATURE: _____ DATE: _____

PERSONAL DETAILS:

CONTACT TELEPHONE NUMBER: _____

POSTAL ADDRESS: _____

EMERGENCY CONTACT NAME AND NUMBER: _____
