



**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 Lot No. _____ at Pioneer Park self-contained camping lot without hydro, water, grey water or septic, 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 / trailer / motor home (please circle) and for no other purpose. The Township provides a Dump Station for renters who stay at Pioneer Park.

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

RV Sites			
Daily	Weekly	Monthly	Seasonal
\$25.00	\$100.00	\$300.00 plus Dump Pass (non- optional \$4.00/month	\$600.00 plus Dump Pass (non- optional \$20.00/season

3.

Tent Sites			
Daily	Weekly	Monthly	Seasonal
\$10.00	\$51.00	\$104.00	\$320.00

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, 8:30am – 5:00pm)

c) The Township reserves the right to refuse rental to any individual. Profanity, abusive behaviour acts of violence will not be tolerated with Township staff. (see Code of Conduct attached)

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: nightly, weekly (maximum of 7 days, check out is at 11:00am); monthly (maximum of one calendar month, check out is at 11:00am); Seasonal Friday of Victoria Day weekend of in May until Tuesday, the day following the Canadian Thanksgiving at 11:00 a.m.

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 of renting the same site from the previous year. Seasonal Reservation of a site must be confirmed by April 1st and paid in full by May 1st of the current year. If the seasonal renters do not sign a rental agreement and pay fees before the deadline, the site will no longer be reserved, and will be available to the general public.

d) The renter is responsible for the disposal of all household waste and other debris and they will be given a seasonal dump pass to access the Matachewan Landfill Site that is to be displayed on the dash of their vehicle. Landfill hours are:

- Tuesday 10:30 a.m. to 6:30 p.m.
- Thursday 10:30 a.m. to 6:30 p.m.
- Saturday 10:30 a.m. to 6:30 p.m.
- Holiday Monday during the summer months from 10:30 a.m. to 6:30 p.m.

4. a) Renters shall have the use of the assigned site for one camping unit, one vehicle, one off-road vehicle and one dining tent. The extra vehicle or your visitor's vehicle are to be parked in the designated parking area. The renters' site is only to be used by you, your spouse and your children under 18 years old. Subletting your site to others is not permitted.

b) The use of ATV, Dirt bikes or any other off-road vehicles for joy-riding is prohibited within Pioneer Park.

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 The Townships' judgment, circumstances of a dangerous or unusual nature have occurred, or The Townships' 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, family and guest, 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 well-being 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' camping unit 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 must pick up or poop and scoop after their pets. Pets are not permitted in the beach area.
13. Winter storage must be paid prior to the Canadian Thanksgiving. If winter storage is not paid the Township has the right to block in any RV that is still parked in Pioneer Park until said fees are paid. If storage fees are not paid by the following season the Township will tow their RV at owners' expense.
14. The renter agrees that, in the case that they should wish to operate a camp fire, they must use the firepit supplied by the Township, as well as the fire spark arrestor, as per By-Law 2018-12 attached. Fires must be, maintained and extinguished as per the Ministry of Natural Resources guidelines. No camp fires are permitted during a fire ban issued by the Matachewan Fire Chief or Ministry of Natural Resources.
15. Renters shall honour the quiet times from 11:00pm to 7:00am, including, but not limited to, refraining from loud music and disruptive behavior. Generators are permitted.
16. The renter understands that the erection of any permanent structure, enclosure or fence is strictly prohibited. Should the renter require any repair or changes to their site, the renter must contact the Township Office.

17. 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: _____
