

MAITLAND SHORES RV PARK & MARINA: CHECK IN 2PM, CHECK OUT 12PM

Terms & Conditions, Rules & Waiver Agreement

1. Scope, Acceptance & Season

1.1 This Terms & Conditions, Rules & Waiver Agreement (the "Agreement") governs the use of Maitland

Shores RV Park & Marina (the "Park" or "Company") and applies to all seasonal occupants, guests, invitees, and visitors (collectively, the "Customer") for each operating season commencing April 15 and ending October 31.

1.2 Acceptance of this Agreement and full payment of all applicable fees by May 10 is required for gate access. Failure to comply may result in deactivation of gate access and denial of entry.

2. Definitions

2.1 "Premises" means all Park property, including sites, facilities, docks, common areas, roads, trails, marina areas, and structures.

2.2 "Activities" means all programs, services, events, recreational uses, equipment, and facilities located on or provided at the Premises.

2.3 "Released Parties" means the Park, its owners, directors, officers, managers, employees, contractors, agents, volunteers, affiliates, successors, and assigns.

3. Seasonal Occupant Responsibilities

3.1 Customers must maintain valid property and liability insurance with a minimum coverage of \$1,000,000 at all times. This coverage must include but is not limited to trailers, RVs, vehicles, watercraft, ATVs, dirt bikes, golf carts, personal property, and structures on site. Proof of insurance must be submitted before the season starts, upon policy renewal, or upon request. The Park does not provide insurance coverage and remains entirely exempt from uninsured losses. Customers are solely responsible for maintaining Liability and property insurance at all times and remain responsible for any uninsured losses. If insurance expires during the open season the new insurance policy shall be submitted immediately. 3.2 Licence of Occupancy: A completed and signed Licence

3.2 Customers must maintain their trailer and site in a clean, safe, and sanitary condition, including:

- Approved fire extinguisher, Working smoke detector, Working carbon monoxide detector

3.3 A completed and signed Licence/Lease of Occupancy must be submitted by April 15. Failure to do so may result in denied access.

3.4 Internet/Wi-Fi service may be available in certain outdoor areas only. Signal strength inside trailers may be limited due to construction materials and interference. The Park does not

guarantee internet quality,
speed, or uninterrupted service.

4. Payment, Fees & Deposits

4.1 Full payment of all fees is due by May 10.

Accepted payment methods: Cash, Cheque, Debit, E-transfer (info@maitlandrv.ca)
Credit card payments are subject to a 3% surcharge. NSF cheques are subject to a \$50 fee.

4.2 No trailer, RV, boat, or property may be removed until all accounts are paid in full.

4.3 Site Hold Deposit: A non-refundable \$1,000 deposit is due by October 15 to reserve a site for the following season.

4.4 Hydro: Hydro is metered and billed separately. The initial reading is April 15, monthly readings are taken during the first week of each month, and the final reading is November 1. A \$500 deposit is required before April 15. An additional \$500 deposit may be required if usage approaches the deposit amount and must be paid within 7 days of notice.

4.5 Short-Term Rentals / Airbnb: No trailer, RV, or site may be rented, sublet, listed on Airbnb, Vrbo, Facebook Marketplace, or any other short-term rental platform without prior written approval from Park Management. The registered Occupant remains fully responsible and liable for all actions, damages, injuries, unpaid fees, misconduct, fines, or rule violations caused by renters, guests, or visitors. Management reserves the right to refuse, restrict, suspend, or terminate any short-term rental arrangement at its sole discretion and without refund.

5. Trailer Removal & Storage

5.1 No off-season removal without prior written approval.

5.2 Unauthorized trailers or property remaining after April 14 may incur storage fees of \$100 per day plus applicable taxes.

6. Termination of Occupancy: In the event of termination of occupancy by the Site Resident or Park Management before October 31st, any portion of the seasonal fees shall not be refunded, and the site must be left in a condition satisfactory to Park Management. Gate Keys will be deactivated. Clarification: Termination of Occupancy consists of the removal of your trailer from your site, either by vacating early or by Sale, and the site becomes available at that time for the new occupants.

6.1 Early termination by either party shall result in forfeiture of all fees paid.

6.2 Upon termination, the trailer/site must be removed and left in a clean condition acceptable to management.

7. Site Use, Vehicles & Parking

7.1 All land within the Park is owned by the Park. Site boundaries are approximate only.

7.2 One trailer and one vehicle are permitted per site unless approved otherwise in writing.

7.3 Maximum speed limit within the Park is 10 km/h. Violations may result in fines between \$50–\$200.

7.4 Golf Carts: Drivers must be at least 16 years old and possess a valid driver's licence. Golf carts must display the site number. Unsafe operation may result in immediate removal privileges.

7.5 Only one vehicle may pass through the gate at a time.

7.6 No trailer, boat, utility trailer, watercraft, or other equipment may be parked, stored, or left overnight on roads, common areas, vacant sites, or in front of any site unless expressly authorized in writing by management.

8. Site Upkeep & Improvements: Customers are responsible for maintaining their site and trailer. No construction, digging, trenching, or alterations may occur without prior written approval. Maximum shed size permitted is 10' x 14' unless approved by Management.

8.1 Landscaping & Site Improvements: Any landscaping, gravel, stone, concrete, patios, decks, flowers, lawn improvements, or other site modifications requested or installed by the Customer are entirely at the Customer's own expense and responsibility. The Park is not responsible for installing, repairing, maintaining, replacing, or paying for any lot improvements unless agreed to in writing by Management.

9. Noise, Machinery & Quiet Hours: No loud machinery or equipment may be operated after 8:00 PM. No heavy equipment operation on Sundays after June 1.

9.1 Quiet Hours

- Sunday–Thursday: 11:00 PM
- Friday–Saturday: 12:00 AM

10. Season of Operation: The Park operates on a seasonal basis only. The official operating season begins April 15 and ends October 31 each year. Outside of this period, the Park is closed unless prior written authorization is granted by Management.

11. Use at Own Risk: All use of the Premises, facilities, roads, marina, docks, pool, and storage areas is entirely at the Customer's own risk.

12. Garbage & Recycling: Disposal is strictly limited to household garbage. Recycling must be placed in clean blue bags and left at the front entrance roadside by Monday at 10:00 AM. Large items (appliances, furniture, metal) are barred from being dumped in the park and must be transported to a local landfill at the customer's expense.

13. Pool & Water Safety: Children under 12 must be supervised at all times. The pool closes daily at 9:00 PM, with dedicated adult-only hours from 8:00 PM to 9:00 PM. Glass containers, smoking, and food are strictly prohibited in the pool area. Proper swimwear is required in the pool; street clothes, denim, and cut-offs are strictly prohibited. Any persons entering the pool area shall follow all posted rules. Failure may result in removal from pool area.

14. Trailer Eligibility: Trailers must generally be 10 years old or newer unless approved by Management. Management reserves the right to refuse unsafe, damaged, or unsuitable units.

15. Trailer Sales: 7% commission plus applicable HST will be charged to all trailers sold on-site.

The commission shall be calculated on the total sale price of the transaction, including any sheds, decks, golf carts, furniture, appliances, accessories, improvements, or other items sold as part of the sale package. The sale price may not be reduced or allocated among separate items for the purpose of reducing the commission payable.

Owners who do not wish to pay the on-site sales commission must remove their trailer from the park before listing it for sale. Any trailer listed for sale while located within the park shall be subject to the applicable commission, regardless of whether it remains in or is subsequently removed from the park.

Both the buyer and seller are responsible for providing accurate and complete disclosure of the total sale price. If an underreported or incorrect sale price is discovered at any time after the sale, any unpaid commission and applicable HST based on the actual sale price shall become immediately due and may

be added to the buyer's account. No "For Sale" signs permitted and you cannot sell a trailer on-site if it is 10 years old or older unless it has been approved by management. Buyers must be approved by Management

16. Motorized Equipment: Motorized equipment may only be used in designated areas. No operation near docks, grassy areas, or pedestrian zones.

17. Parking & Storage: No trailer, boat, utility trailer, watercraft, or other equipment may be parked, stored, or left overnight on roads, common areas, vacant sites, or in front of any site. All such items must be removed by 7:00 PM daily unless expressly authorized in writing by Management. Seasonal occupants may have one complimentary storage space upon approval of Management. This space is for one boat, trailer, etc. Additional space, if available, must be approved and may be subject to a fee.

18. Business Use: No commercial activity, business operation, or unauthorized rentals are permitted without written approval.

19. Tents & Guests: One overnight tent is permitted per site unless otherwise approved. Tents must be removed by 10:00 AM.

20. Visitors: Customers are fully responsible for the conduct and actions of all guests and visitors.

21. Fires & Fireworks: Fires permitted only in approved fire pits. Fires must remain at least 10 feet from structures. Fire must not be left unattended. Fireworks prohibited unless approved by Management

22. Water Use: Water use is limited to normal household use only. Lawn watering, vehicle washing, or any other additional or excessive use of water is not permitted without Management approval. Residents must contact the office in advance for any additional water usage, which may be subject to additional charges.

23. Pets: Maximum of three (3) pets per site. Pets must remain leashed at all times, with the leash long enough to keep the pet within the owner's site and away from neighbouring sites. Owners must immediately pick up after their pets. Aggressive or dangerous animals are prohibited. Dogs are not permitted in common areas, including the children's park, pavilion, or pool area.

24. Gate & Security: One complimentary gate card is included with each site. Additional gate cards are available for \$25 plus applicable tax each. Customers must not permit unknown persons to enter through the gate. Only one vehicle may pass through the security gate at a time; any damage caused by a tailgating vehicle is the sole financial responsibility of the site renter.

25. Restricted Areas: No person shall be allowed beyond posted No Trespassing or Employees Only Signs without prior permission. This includes the maintenance area. Unauthorized access to restricted areas or removal of Park property may be considered theft and reported to authorities.

26. Docks & Boats: All boats, docks, lifts, and marine equipment are used entirely at the owner's risk.

The Park is not responsible for theft, sinking, vandalism, weather damage, fire, collisions, flooding, or water-related damage. No fishing from docks. No unattended boats permitted.

27. Permits: All construction or improvements requiring permits must receive written approval and proper permits before work begins.

28. Utilities: Tampering with hydro, septic, water, internet, or other utilities is strictly prohibited. All meters, outlets, sewer, and water shut-offs must be properly secured and must remain clear and accessible to park staff. Management does not guarantee uninterrupted hydro, water, septic, internet or other services. No refunds compensation shall be provided.

29. Rule Changes: The Park reserves the right to modify or update these rules at any time. Continued use of the Premises constitutes acceptance of all updated rules.

30. Enforcement: Violations of park rules may result in formal warnings, immediate fines, suspension of park privileges, or immediate termination of occupancy without refund.

31. Property Abandonment & Daily Storage: Unauthorized trailers or property remaining in the Park after April 14, or left behind following a termination, will incur an immediate storage fee of \$100 per day plus applicable taxes. The Park reserves the right to remove, store, auction, or dispose of abandoned property at the Customer's sole expense. The Park is not responsible for loss or damage to abandoned property

32. Waiver, Release & Indemnity

32.1 Acknowledgement of Risk: Use of the Premises involves inherent risks including injury, death, property damage, fire, flooding, and accidents.

32.2 Assumption of Risk: Customers voluntarily assume all risks associated with use of the Premises.

32.3 Release of Liability: Customers release the Park and Released Parties from

liability except where prohibited by law, including gross negligence or willful misconduct.

32.4 Indemnity: Customers agree to indemnify and hold harmless the Park against all claims, damages, losses, liabilities, and legal expenses arising from their use of the Premises.

33. Limitation of Liability: The Park's maximum liability shall be limited to the greater of: \$5,000; or the total seasonal fees paid by the Customer

34. Legal Exceptions: Nothing in this Agreement excludes liability where prohibited by Ontario law, including gross negligence or willful misconduct.

35. Emergency Medical Authorization: Customers authorize the Park to obtain emergency medical assistance if necessary and accept responsibility for all associated costs.

36. Arbitration & Governing Law: This Agreement shall be governed by the laws of Ontario. Any disputes shall be resolved through binding arbitration in Ontario unless otherwise required by law.

37. Photo & Video Release: The Park may use photographs or videos taken on the Premises for marketing, advertising, and promotional purposes.

38. If any provision of this Agreement is deemed invalid or unenforceable, the remaining provisions shall remain in full force and effect.

39. Notices: Notices may be delivered by: Email, Mail, Posting at the Park office or Hand delivery

40. Right of Entry & Inspection: The Park reserves the right to enter any site at reasonable times for inspections, maintenance, repairs, emergencies, safety concerns, or rule enforcement. No prior notice is required in emergency situations.

41. No Refund Policy: All fees, deposits, and payments are non-refundable under any circumstances, including termination, eviction, voluntary departure, weather events, rule violations, or removal from the Park unless otherwise required by law.

42. Right to Refuse Service & Immediate Termination: The Park reserves the right to refuse entry, suspend access, or immediately terminate occupancy without notice for: Non-payment, Rule violations, Unsafe conduct• Harassment, Illegal activity, Damage to property, Any behavior deemed harmful to persons or the operation of the Park

43. Damage, Cleaning & Recovery Costs: Customers are responsible for all damages, cleanup costs, towing charges, disposal costs, administrative fees, legal costs, and repair expenses caused by themselves or their guests.

44. Joint & Several Liability: Customers are jointly and severally liable for the conduct, actions, damages, and violations caused by all guests, visitors, renters, and occupants associated with their site.

45. Privacy, Confidentiality & Resident Information: Maitland Shores collects and uses resident information for legitimate Park, administrative, emergency, and legally permitted purposes and takes reasonable measures to protect such information. Residents must not copy, disclose, distribute, publish, or use another resident's personal or confidential information obtained through the Park for unauthorized communications, solicitation, harassment, or any unlawful purpose.

If personal information is inadvertently disclosed, residents receiving such information must not further distribute, copy, use, or disclose it and must promptly notify the Park and delete or return the information where requested. Nothing in this Agreement limits any rights or obligations under applicable privacy laws. Maitland Shores reserves the right to take appropriate legal action in response to unauthorized use or disclosure of resident information.

46. Emergency Closure & Force Majeure: The Park may close or restrict access due to weather events, flooding, storms, fire risks, power outages, emergencies, pandemics, or circumstances beyond its control. No refunds or compensation shall be provided.

47. Site Transfer & Assignment Restriction: No site rights may be transferred, assigned, or sold without prior written approval from Management. Unauthorized transfers are void and may result in termination.

48. Interpretation Clause: The Park reserves the right to interpret and apply these Terms & Conditions in its sole discretion, provided such interpretation complies with Ontario law.

49. Alcohol, Cannabis & Illegal Substances: Alcohol and cannabis consumption must comply with Ontario law. Illegal drug use, public intoxication, disorderly conduct, or unsafe behavior is prohibited.

50. Harassment & Conduct Policy: Maitland Shores has a zero tolerance policy for harassment against its employees, guests and agents. This includes, but is not limited to, verbal abuse, physical intimidation, threats, discrimination, sexual harassment, or unwelcome behavior directed toward park staff, management, residents, guests, vendors, or agents acting on behalf of the Park. All residents are legally and contractually responsible for the conduct of their visitors and guests. Any individual found engaging in harassing behavior may be immediately removed from the premises, and management reserves the right to immediately terminate the tenancy or site rental agreement without a refund, in addition to pursuing legal remedies.

51. Compliance with Laws: Customers must comply with all federal, provincial, and municipal laws and regulations at all times. Violations may result in immediate removal.

52. ATV / Off-Road Vehicle Use: ATVs and off-road vehicles are permitted only on designated routes and in approved areas between 9:00 a.m. and 7:00 p.m. Operators must wear helmets at all times and comply with all applicable Ontario laws. Reckless driving, stunts, spinning, racing, excessive speed, and excessive noise are prohibited. Management reserves the right to revoke ATV/off-road vehicle privileges at any time for violations or unsafe use.

53. Storm, Weather & Natural Events: The Park is not responsible for damage caused by storms, flooding, falling trees or branches, wind, lightning, fire, ice, or other natural events. Customers are responsible for securing their trailers, boats, awnings, sheds, and personal property.

54. Off-Season Access & Winter Liability: Any off-season access is entirely at the Customer's own risk. Roads, water systems, and utilities may not be maintained

outside the operating season.

55. Child Supervision: Parents and guardians are solely responsible for supervising minors at all times throughout the Premises.

56. Video Surveillance: The Premises, including inside and outside, may be monitored by security cameras and video surveillance for safety and security purposes.

57. Entire Agreement: This Agreement constitutes the entire agreement between the parties and supersedes all prior verbal or written agreements. No verbal statements or promises shall have force or effect unless confirmed in writing by Management.

58. Comprehensive Liability Waiver & Disclaimer: Comprehensive Liability Waiver & Disclaimer: To the fullest extent permitted by Ontario law, Maitland Shores RV Park & Marina, including its owners, management, employees, contractors, agents, affiliates, and representatives, is not responsible or liable for any injury, death, loss, theft, damage, expense, delay, inconvenience, accident, or claim arising from or related to use of the Premises or Activities, including weather, storms, flooding, fire, wind, lightning, ice, falling trees or branches, natural hazards, theft, vandalism, criminal acts, or the conduct or negligence of other persons.

This waiver also includes utility interruptions or failures, septic or water issues, internet outages, equipment malfunctions, swimming, boating, marina, docks, watercraft, pool or waterfront activities, vehicle, golf cart or ATV use, recreational activities, uneven terrain, roads, trails, wildlife, insects, environmental conditions, and damage to RVs, trailers, boats, vehicles, sheds, decks, patios, awnings, landscaping, or personal property.

All persons enter and use the Premises at their own risk. Customers are responsible for their own safety and property, as well as their children, pets, guests, visitors, renters, and occupants. Customers are strongly encouraged to maintain adequate liability, RV/trailer, vehicle, boat, and property insurance. Nothing in this Agreement limits or excludes liability where prohibited by Ontario law, including liability arising from gross negligence or willful misconduct.

58A. Recreational Vehicle, ATV, Golf Cart, Watercraft & Activity Waiver: The Customer acknowledges that the use of ATVs, off-road vehicles, dirt bikes, golf carts, bicycles, e-bikes, scooters, boats, personal watercraft, trailers, motor vehicles, recreational equipment, docks, pools, trails, roads, playgrounds, inflatable attractions, sports facilities, and other activities on the Premises involves inherent risks, including serious injury, disability, death, property damage, or financial loss.

The Customer voluntarily assumes all known and unknown risks and is responsible for their own safety and that of their family, guests, visitors, renters, invitees, and occupants. To the fullest extent permitted by Ontario law, the Customer releases and agrees to indemnify and hold harmless Maitland Shores RV Park & Marina, its owners, directors, officers, employees, contractors, volunteers, agents, affiliates, successors, and assigns from claims, damages, losses, liabilities, costs, legal fees, or expenses arising from these activities, except where liability cannot legally be

excluded.

Customers are responsible for ensuring all operators and passengers have required licences, training, insurance, safety equipment, and comply with all applicable laws and Park rules. Parents/guardians are fully responsible for supervising minors and accept all risks associated with their participation.

58B. Third-Party Liability: The Customer accepts full responsibility for any injury, death, property damage, environmental damage, legal claim, or financial loss caused by themselves or by their family members, guests, visitors, renters, contractors, employees, pets, or invitees while on the Premises and agrees to indemnify and hold harmless Maitland Shores RV Park & Marina from all resulting claims, costs, damages, and legal expenses.

58C. Insurance Requirement: The Customer acknowledges that the Park does not provide insurance coverage for trailers, RVs, boats, ATVs, golf carts, personal property, vehicles, or recreational equipment. Customers are solely responsible for maintaining adequate liability and property insurance at all times and remain responsible for any uninsured losses.

61D. Assumption of Natural Risks The Customer acknowledges that the Premises include natural terrain and outdoor hazards including uneven ground, gravel roads, mud, wildlife, insects, trees, branches, falling limbs, changing weather, flooding, lightning, wind, ice, fire hazards, water hazards, and similar natural conditions. The Customer voluntarily assumes all risks associated with these conditions and releases the Park from liability to the fullest extent permitted by Ontario law.

59. Hunting, Firearms & Weapons: Hunting is strictly prohibited anywhere on the Premises unless expressly authorized in writing by Park Management and permitted by applicable law. The discharge or use of firearms, air guns, pellet guns, BB guns, bows, crossbows, slingshots, fireworks, explosives, or other weapons is prohibited within the Park except where specifically authorized by Management. All firearms and weapons brought onto the Premises must be handled, transported, stored, and secured in compliance with all applicable federal, provincial, and municipal laws. The Park reserves the right to immediately remove any person for unsafe, illegal, threatening, or unauthorized use or possession of weapons without refund.

Schedule "A" – Fines & Penalties

- Speeding: \$50–\$200
- Quiet hours violation: \$100
- Unauthorized guests/tents: \$100
- Pet violations: \$100
- Failure to maintain/clean site: \$150+
- Unauthorized construction: \$250+
- Utility tampering: \$500+
- Illegal dumping: \$250+
- Fire violations: \$250+
- Gate misuse: \$100

- Harassment/misconduct: Up to immediate termination
- Reckless ATV use: \$250+
- Unauthorized Airbnb/rental: Up to immediate termination

Customer Acknowledgement

By signing, the Customer confirms they have read and understood this Agreement, agree to follow all rules and conditions, understand that certain legal rights may be affected, and voluntarily accept the risks associated with use of the Premises.