



SUPPLEMENTAL AND BINDING / TRANSIENT RESORT RULES AND REGULATIONS

The following Rules and Regulations are for transient lessees and also act as supplemental/additional and binding rules and regulations as defined within the Seasonal Occupancy Contract.

DEEMED ACCEPTANCE Regardless if a Seasonal Occupancy Contract has been signed, if a Deposit is not made by September 15th of the current year it is agreed that the Lessee(s) intends NOT to renew their Agreement for the following season and will remove ALL of their "Property" (Trailer, Shed, add-ons, decks or other personal property) by the end of the first weekend in October of the current year. A failure to remove Property before the end first weekend in October of the current year will constitute an acceptance of the Resorts Storage Agreement, which stipulates a daily storage rate of \$30.00 per day to a maximum of \$700.00. If the Lessee(s) fails to remove said Property by May 1st, of the now current year, such a failure will constitute an acceptance of the current years Seasonal Site Charge as it relates to the site in question.

INTEREST ON OVERDUE BALANCES All invoices for Site Charges, Service Charges, Deposits and or Penalties are due immediately upon invoicing. Management reserves the right to treat any overdue payment as a breach of this contract and such a breach will grant Management the right to cancel and revoke this contract immediately, restrict access, remove Lessee(s) Property, invoke the Park's rights under the Repair Storage and Liens Act and / or apply Interest to the outstanding balance at a rate of 2% per month or 24% per annum or \$25.00 month which ever is greater. Management shall have a lien on Lessee(s) goods and chattels for all Site Charges and/or other charges owing.

WAIVER, RELEASE AND INDEMNITY Lessee(s) hereby agrees and on behalf of Lessee(s) family, guests, and visitors to waive, save harmless or to indemnify the Owners, Management, and the Staff of TOP OF THE TRENT HOLDINGS INC. o/a Nestle In Resort and Sales ("TOT"), its shareholders, officers or any related parent or subsidiary organization from any loss or lawsuit arising as a result of any damage to the property of the Lessee(s) or any such persons, injury, death, theft and or fire, howsoever caused including negligence on the part of NESTLE IN PARK INC., its agents or employees. I further agree to indemnify and save harmless TOT its shareholders, officers, employees or any related parent or subsidiary from and against all claims, actions, damages, liabilities and expenses of any kind whatsoever howsoever arising from or relating directly or indirectly to any occurrence in or about the Park or its facilities or the use or occupancy of the Park by Lessee(s), Lessee(s) family, guests, visitors, Occupants or those from whom in law the Lessee(s) is responsible.

CAMPFIRES AND WOOD PILES Campfires are allowed during "Non-Ban" periods to a **maximum size** of 1 cubic meter (3 feet wide by 3 feet long by 3 feet high) and will be extinguished upon request from management. DO NOT burn plastic and or treated wood. ONE wood pile per site is permitted; piles are to be kept to a maximum of 3 feet high, 4 feet long and 1 foot wide and should be reasonably placed on the site. An Office approved wood box is highly suggested. DO NOT stack wood directly beside a hedge row.

PETS Pets must be kept on a short leash and under control at all times. No pets are allowed within the swimming areas, playgrounds or store area. Owners will clean up after their pets at all times. Do not leash pets to Park Trees or Fencing. Pit Bull Breeds are prohibited.

ALCOHOL / FIREARMS / GARBAGE Alcoholic beverages shall be confined to your own Site. Firearms, Slingshots, Air Rifles, Fireworks or any other explosive are **NOT** permitted within the Park. All Garbage must be securely placed in a plastic bag prior to being placed in the Park containers. Dumping is not permitted.

CURFEW / NOISE No undo noise or parties after 11:00pm on weeknights or after 12:00am on Saturday nights. Teenagers are not allowed to stay overnight or longer without the presence and or guidance of their parents and have to be on their respective Site(s) no later than 11:00pm.

VEHICLES AND SPEED LIMITS One (1) licensed vehicle allowed per site. All other motorized vehicles prohibited, including but not limited to ATV's, Minibikes, Motorized or Electric Scooters or Golf Carts prohibited. The speed limit within the Park is **10km** per hour.

VISITORS/CHILDREN Visitors are the responsibility of the registered Lessee(s) they are visiting and agree to be bound by the Park's Rules and Regulations. Visitors must report to the Park Office and pay the appropriate Visitor Fee for the planned length of stay before entering the Park. At all times Children are the responsibilities of their parents. Lessee(s) and Occupants use the Park Facilities (Playgrounds, Pools, All Buildings, Docks, Beach, and all other facilities) at their own risk.

POOL / BEACH / WATERFRONT As posted there is NO LIFEGUARD ON DUTY in our swimming areas and by signing this contract Lessee(s) agree it their responsibility to inform their family, guests, visitors, Occupants or those from whom in law the Lessee(s) is responsible of these and all other postings. CHILDREN UNDER THE AGE OF TWELVE (12) MUST BE ACCOMPANIED BY AN ADULT AT THE POOLS, BEACH, WATERFRONT AND OR DOCKS.

THEFT/DAMAGE AND INSURANCE Management is not responsible for any theft or damage that occurs in respect to **ANY** Lessee(s) Property located on or off Park property. Lessee(s) agrees to insure his and/or her property for damage, liability and third party liability. Lessee(s) represents and warrants that he and/or she has an insurance policy that is currently in force which shall continue in force throughout the term of this contract in connection with the ownership and operation of the Lessee(s) Property of not less than \$1,000,000 for bodily injury or death to any number of persons in any one occurrence and property damage and \$1,000,000 for third party liability.

DEPARTURE AND / OR EVICTION Seasonal Lessee(s) and or Transient site users are responsible for ensuring their sites are clean of all structures and debris upon departure, including but not limited to the removal of the Unit (Trailer), Decks, Sheds, Florida Rooms, Satellite Dishes, General Debris/Garbage and all other Structures. In the event a Lessee(s) fails to leave the site in a state whereby Management can immediately re-lease the site, Management will Clean (removal of Unit, Structures, Debris) the site and bill the departing Lessee for such charges.

SELLING YOUR TRAILER As of January 2006 in order to list a Trailer for sale with the Office a Lessee's account must first be in good standing, a Lessee must fill out a listing sheet and must pay a \$145.00 listing fee. The Listing Fee is required to offset a mandatory TSSA liquid propane (LP) leak test and CO test, which is required to protect the Buyer, the Seller, the Resort and its Management and to absorb some of the marketing costs associated with the sale. This fee may be waived at Managements discretion if the Trailer in question has been TSSA tagged within the last two years.

AGE RESTRICTIONS In order to keep current and to ensure a well kept Resort trailers older than 1995 will not be able to be **re-sold on site**. This restriction may be waived at the Managements discretion.