

HEAD LEASE

THIS LEASE made this _____ day of September, 2021.

BETWEEN:

K CAMPGROUND LTD.,

(hereinafter called the “**Landlord**” or “**K**”)

- and –

RBCG K1 CAMPGROUND INC.

(hereinafter called the “**Tenant**” or “**K1**”)

WHEREAS the Landlord is the registered owner of the land hereinafter described and has agreed to lease the land to the Tenant.

NOW, THEREFORE, THIS AGREEMENT WITNESSETH as follows:

1. (a) In consideration of the rents, covenants, and agreements hereinafter reserved and contained on the part of the Tenant, to be paid, kept, observed and performed, the Landlord has, subject to the remaining term of any leases of this property, demised and leased and by these presents do demise and lease unto the Tenant, to be used solely for the purpose of a campground in accordance with the articles and bylaws of the Tenant, the following property:

Surface Parcel # 110334642; Reference Land Description, Block K, Plan No. 88R32750, Extension 0, as described on Certificate of Title 88R32750A
(A diagram of this Parcel (herein called the “Land”) is hereto attached as Schedule “A”);

- (b) The Parties acknowledge and agree that K is currently surveying additional property which is to be consolidated with the foregoing Parcel as follows:

K1 Proposed subdivision of Parcels A and C, Plan No. 101405483, and Part of S.W. ¼ & S.E. ¼ Sec. 15, Twp. 21 Rge 22 W2 Mer.,

(A diagram of the proposed subdivision is hereto attached as Schedule “B”) or such final parcel as agreed to when the plan is approved (herein called the “Land 2”).

(c) It is acknowledged and agreed that if any consents are required from K1 to such subdivision and consolidation, K1 will provide the required consents and that when the transform is registered the Land and Land 2 shall, without the execution of any further agreement, all be part of and subject to the terms of this Lease and after the date of such registration shall all be the “Land” for purposes of this Lease.

(d) The parties acknowledge and it is expressly agreed as follows:

(i) There are existing leases of the campground sites on the Land (the “Sites”), which Sites are described in Schedule “A” and Schedule “B”, that K has in place with campground occupants, which leases are in the form as attached as Schedule “C”, and which form does not comply with Provincial Legislation and as a result the leases are likely not valid and enforceable;

(ii) It is the intention of K to either arrange to amend these leases or terminate these leases and enter new legally binding leases, at which time K will sublease all of the Sites under a Class C Lease as described in the Articles of K1 and will hold the Sites as a Class C Member of K1 as described in the Articles of K1, and sublease the Sites to the existing occupants with the intention of selling all or most of subleases over time;

(iii) K has the right to sell a long-term sublease of any particular Site at such price as K may determine and K1 agrees that if K advises K1 that K has been paid in full for the Site, K1 will issue a long-term sublease to the purchaser presented by K in the form of a Class A Lease as defined in the Articles of K1 which shall make the Purchaser a Class A Member of K1 as provided in the Articles of the K1 and no longer a sublessee of Class C Member;

(iv) If K sells a long-term sublease of any particular Site under an agreement for sale that provides K is to be paid for the sublease over time, K1 agrees that if K advises K1 that K has sold the sublease of a Site under an agreement for sale,

K1 will issue a long-term sublease to the purchaser presented by K in the form of a Class B Lease as defined in the Articles of K1 which shall make the Purchaser a Class B Member of K1 as provided in the Articles of the K1. K1 agrees that if K advises K1 that K has been paid in full for the Site under the agreement for sale, K1 will replace the Class B Lease with a long-term sublease to the purchaser presented by K in the form of a Class A Lease as defined in the Articles of K1 which shall make the Purchaser a Class A Member of K1 as provided in the Articles of the K1;

(v) K will also sublease the Undivided Parcels, as described in Schedule "B", from K1 under the Class C Lease and shall have the right to subdivide the Undivided Parcels into Sites from time to time and to sell Long-term subleases of these Sites in accordance with the foregoing provisions;

(vi) Until such time as K sells the sublease of the Sites in accordance with the foregoing, K shall be entitled to sublease the Sites to any interested party at such annual rent as K may determine and K shall be responsible to collect, in addition to the rent, the fees assessed by K1 for the Site from such subtenant.

Notwithstanding the foregoing, the parties may work out an administrative arrangement whereby K1 collects the fees directly from the subtenant and K collects its rent directly from the subtenants;

(vii) K1 shall operate on a breakeven basis and shall not charge annual rent for profit on any of the Sites or for the Undivided Parcels, but may levy fees on the Sites to defray all expenses of managing, operating and maintaining the campground during the then current year, including, without limiting the generality of the foregoing, taxes of all kinds, insurance, repair and maintenance including capital cost allowance on depreciable assets, plus the amount of any deficit or less the amount of any surplus from the preceding year and to maintain a Capital Reserve Account to pay for replacements, improvements or additions to the common area and facilities including the utility services supplied to every site to which the Campground Company shall appropriate, out of the Annual Fees, an amount sufficient to make such improvements and replacements and to cover the

capital cost allowance on depreciable assets, together with Special Assessments to provide for capital expenditures and any extraordinary expenditures not covered by Annual Fees including a Capital Reserve Account.

(viii) K1 will not levy fees against the Undivided Parcels;

2. To have and to hold the Land for and during the term of ninety-nine (99) years, to be computed from the ____ day of _____, 2021, and to be fully and completely ended on the ____ day of _____, 2120.
3. Yielding and paying therefor unto the Landlord a onetime lump sum payment of Ten (\$10.00) Dollars, plus Goods and Services Tax, to be payable on the date of execution hereof.
4. The Tenant hereby covenants with the Landlord as follows:
 - (a) That the Tenant will pay the rent hereby reserved as aforesaid on the days and times and in the manner set forth in lawful money of Canada, without defalcation or abatement whatsoever;
 - (b) That the Tenant will pay all the charges against the said lands including, but not limited to, charges for the public utilities used during the said term, electrical, natural gas, water and sewer, telephone, real property taxes, the cost of services to the demised premises and including all public utility hook-ups, costs and deposits;
 - (c) That the Tenant shall use the land as a campground only;
 - (d) That the Tenant shall maintain all buildings, roadways, fences, lights and other improvements on the premises in good order and conditions (reasonable wear and tear expected) and promptly make all needed repairs and replacements and to keep the premises clean and in such condition as a careful owner would do;

(e) That the Tenant will not change the access point to the campground from the current access point or open a new access point without the express agreement of the Landlord in writing;

(f) That the Tenant will comply with the requirements of every applicable bylaw, statute, law or ordinance and with every applicable order arising during the terms of this Lease with respect to the condition, equipment, maintenance, use or occupation of or construction of improvements on the premises;

(g) That the Tenant will promptly and duly pay all business, sales, or other taxes, charges, license fees, or other charges levied or imposed by any competent authority with respect to the personnel, business, sale, or income of the Tenant;

(h) That the Tenant shall use the premises solely for the purpose of a campground and for no other purpose whatsoever. The Tenant will not compete or carry on any business that is in direct competition to the Landlord, including but not limited to golf course or mini-golf course, driving range, swimming pool(s), club house, restaurant or food or beverage sales;

(i) That the Tenant will not, at any time during the said term, use, exercise, carry on, or permit or suffer to be used or exercised or carried on, in or about the said premises, or any part thereof, any noxious or offensive act, trade, business, occupation, or calling, and that no act, matter or thing whatsoever shall, at any time during the said term, be done in or upon the said premises or any part thereof, which shall or may be, or grow to be, an annoyance, nuisance, grievance, damage, or any disturbance to any other tenant or occupiers or owners of any of the adjoining lands or properties and that nothing will be done or permitted, in or upon the said demises premises which is, or might be, deemed a nuisance or improper, noisy or contrary to the law, or any bylaw or regulations for the time being in force and affecting the said demises premises, or any part thereof, shall or may be increased, or whereby any policy of insurance may become

void or voidable. If the premises are not used as a campground, the Landlord may terminate this lease at the Landlord's option on one years' notice;

(j) That for the purpose of the Tenant's occupancy, the Tenant will, at its own expense, make all repairs, alterations improvements or decorations as it considers necessary or advisable and that the Landlord will be under no obligation to make the said premises ready for the use and occupancy by the Tenant;

(k) That the Tenant shall supply and maintain at all times in good standing public liability insurance with coverage of not less than two million (\$2,000,000.00) dollars, or such other reasonable amount as shall be required by the Landlord from time to time in respect of its business operations on the demised lands and will indemnify and save harmless the Landlord from any and all liabilities in respect of any damage or injuries of any kind occurring on the demised lands during the term hereof. In addition, the Tenant shall insure all its assets situate in the demised premises;

(l) That the Tenant will at all times during the said term keep, and at the termination of the said term yield up, the said premises in good condition and repair, damage by fire, lightning, or tempest, or by ordinary wear and tear only excepted, and will keep in good repair any improvements made on the demised premises;

(m) That the Tenant will immediately disclose to the Landlord and the appropriate governmental authorities any spill, discharge, release or use of any hazardous substances now or in the future occurring on, under or from the premises. The Tenant shall promptly advise the Landlord of any notice from, proceeding before or order, or any governmental body requiring the Tenant to comply with or take action under any environmental law and the Tenant shall also provide the Landlord with the details of any action taken in response.

(n) That the Tenant shall indemnify the Landlord from any and all liabilities, damage, costs, claims, suits, or actions growing out of:

- (i) any breach, violation or non-performance of any covenant or proviso hereof on the part of the Tenant;
- (ii) any damage to property occasioned by the use and occupation of the premises; or
- (iii) any injury to person or persons, including death resulting at any time therefore, occurring in or about the premises and on the roads or sidewalks adjacent thereto.

(o) Such indemnification in respect of any breach, violation, or non-performance, damage to property, injury or death occurring during the Term of the Lease shall survive any termination of the Lease, anything in this Lease to the contrary notwithstanding; PROVIDED, however, that such indemnification shall in no event extend to the direct, primary, or proximate results of the negligent, reckless or willful conduct of the Landlord, it's agent, employees or representatives.

5. The Tenant covenants and agrees with the Landlord that in case of the Tenant becoming bankrupt or insolvent, or should it make any arrangement for the benefit of creditors, or take the benefit of any Act which may be in force respecting bankrupt or insolvent debtors, or in case any writ of execution or attachment issue against the goods and chattel of the Tenant, in the case of the said premises become and remain unoccupied for a period of six months then, in any such case, this Lease shall, at the option of the Landlord, cease and be void and the term hereby granted expire and be at an end, anything herein contained to the contrary notwithstanding, and the Landlord may forthwith re-enter and take possession of the said premises as though the Tenant, his servants or other occupant or occupants of the said premises, was or were holding over after the expiration of the said term, and therefrom eject and remove any person, goods, chattels, and upon such re-entry and taking possession, this Lease shall cease and be void and the term hereby granted expire. The Tenant further covenants that on non-performance or non-observance of any covenant, term, agreement or stipulation in this Lease contained or implied, or seizure or forfeiture of the said term, the Landlord may forthwith re-enter into possession of the said demised premises and shall have such right of re-entry whether the non-performance or non-observance be of a positive or negative

covenant, and upon such re-entry, the term hereby granted shall immediately become forfeited and void.

6. The Tenant covenants and agrees with the Landlord that if the Land should cease to be used as a campground, this lease shall terminate and any interest the Tenant has in this lease shall revert to the Landlord.
7. The Tenant covenants and agrees that if Tenant should fail to grant K a Class "C" Lease of any Site as provided for in clause 1 (d) (ii) or upon the expiry of a Class "C" Lease, fails to grant K a new Class "C" Lease of the Undivided Parcels and the Sites not subject to a Class "A" Sublease or Class "B" Sublease, Landlord shall have the right to terminate this Lease on 60 days' notice to Tenant, but Landlord agrees if such lease is terminated, Landlord will honour the Class "A" Subleases and Class "B" Subleases existing at the time of such termination.
8. The Parties agree that if during the first 85 years of this lease, the Tenant should reach an agreement with the town of Regina Beach to subdivide the Campsites as defined by the articles and bylaws of the Tenant and the subleases, into individual lots or condo units, and the Tenant pays the cost of such subdivision, the Landlord will transfer the lot or condo unit that corresponds to the Class A Membership Sublease or the Class B Membership Sublease to the respective subtenant of the sublease at no cost to the Landlord.
9. Subject to the Class A Member Subleases and the Class B Member Subleases, as provided for in the Articles of the Tenant, the Tenant covenants and agrees with the Landlord that the Tenant will not sublet the whole of the said demised premises, or assign the term herein demised, without the consent in writing of the Landlord first obtained, but the Landlord shall not unreasonably withhold its consent.
10. Waiver by the Landlord if any right or benefit hereunder, or arising by reason of any breach on the part of the Tenant, or any covenant, term, or condition hereof in any

To the Tenant: Box 9
 Regina Beach, Saskatchewan
 S0G 4C0

or at such other address as either Party may notify the other in writing during the term hereof, and any such notice shall be effective as of the day of such personal delivery or as of the day following the date of such posting, as the case may be.

15. Wherever the singular and masculine are used throughout this Agreement, the same shall be construed as meaning the plural or feminine or a body corporate where the context or the Parties hereto so require, and where there are two or more Landlords or Tenants the covenants by them herein contained shall be joint and several covenants.
16. This Lease shall enure the benefit of and be binding upon the Landlord, its successors and assigns, and upon the Tenant, its heirs, executors, administrators, successors and assigns.
17. Any disputes arising between the Landlord and the Tenant regarding this Lease or relating to the formation of this Lease will be decided by binding arbitration in accordance with *The Arbitration Act* for the Province of Saskatchewan, unless otherwise agreed to by the Landlord and the Tenant. Either the Landlord or the Tenant may commence the arbitration before giving the other party a written notice describing the dispute and stating that the dispute is being referred to arbitration.
18. If the Landlord decides to sell the Land, the Landlord may enter into an Offer to Purchase for the purchase of Land with a third party, but the Tenant shall have the first right of refusal for the purchase of the Land provided that the Tenant wishes to purchase the land on the same basis as the third party. The Landlord shall provide the Tenant with 60 days' notice of such sale and a copy of the Offer to Purchase. The Tenant shall advise the Landlord in writing prior to the expiry of the 60 days' notice if the Tenant wishes to purchase the Land. The Tenant shall then have 30 days after the 60 days' notice has expired to pay the purchase price and close on the sale. It is expressly

understood and agreed that any purchaser of the Land shall acquire the Land subject to this Lease and the purchaser shall be bound by this Lease.

IN WITNESS WHEREOF the Parties have executed this Lease on the day and year first above written.

REGINA BEACH CAMPGROUND LTD.

(c/s)

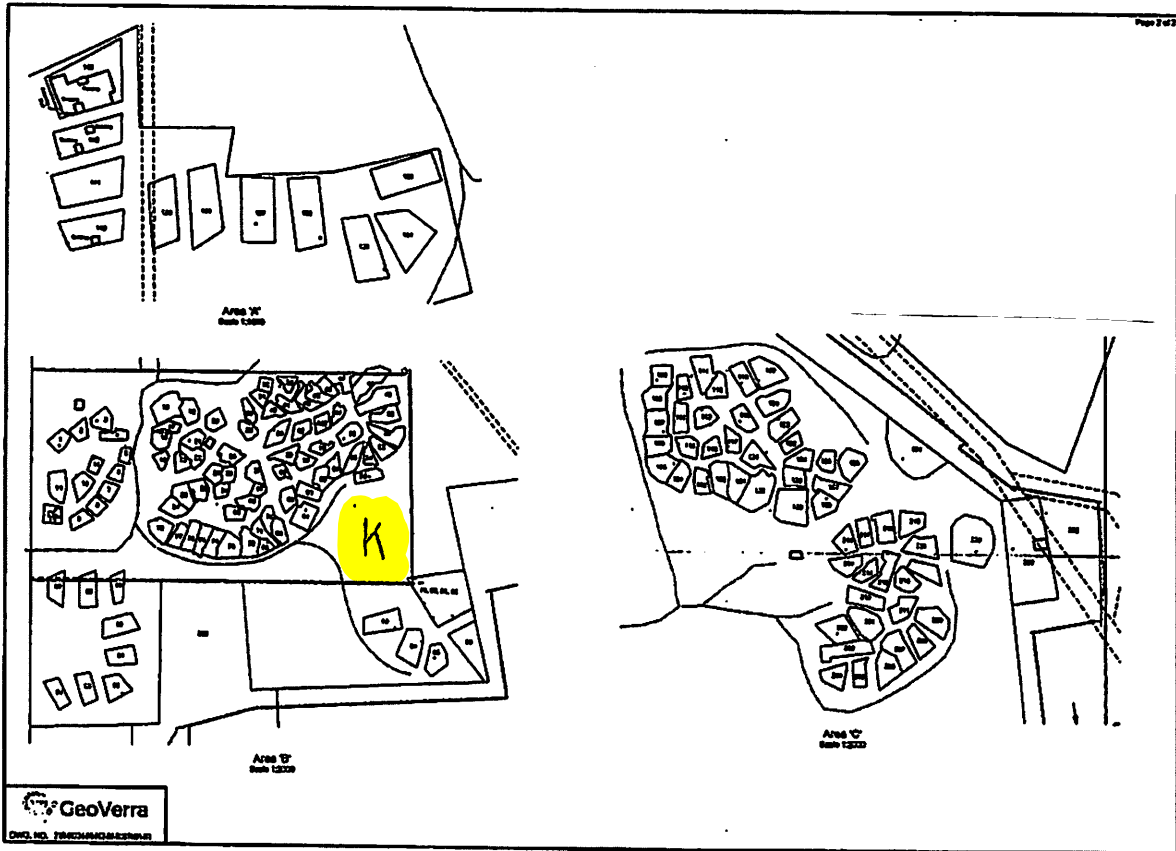
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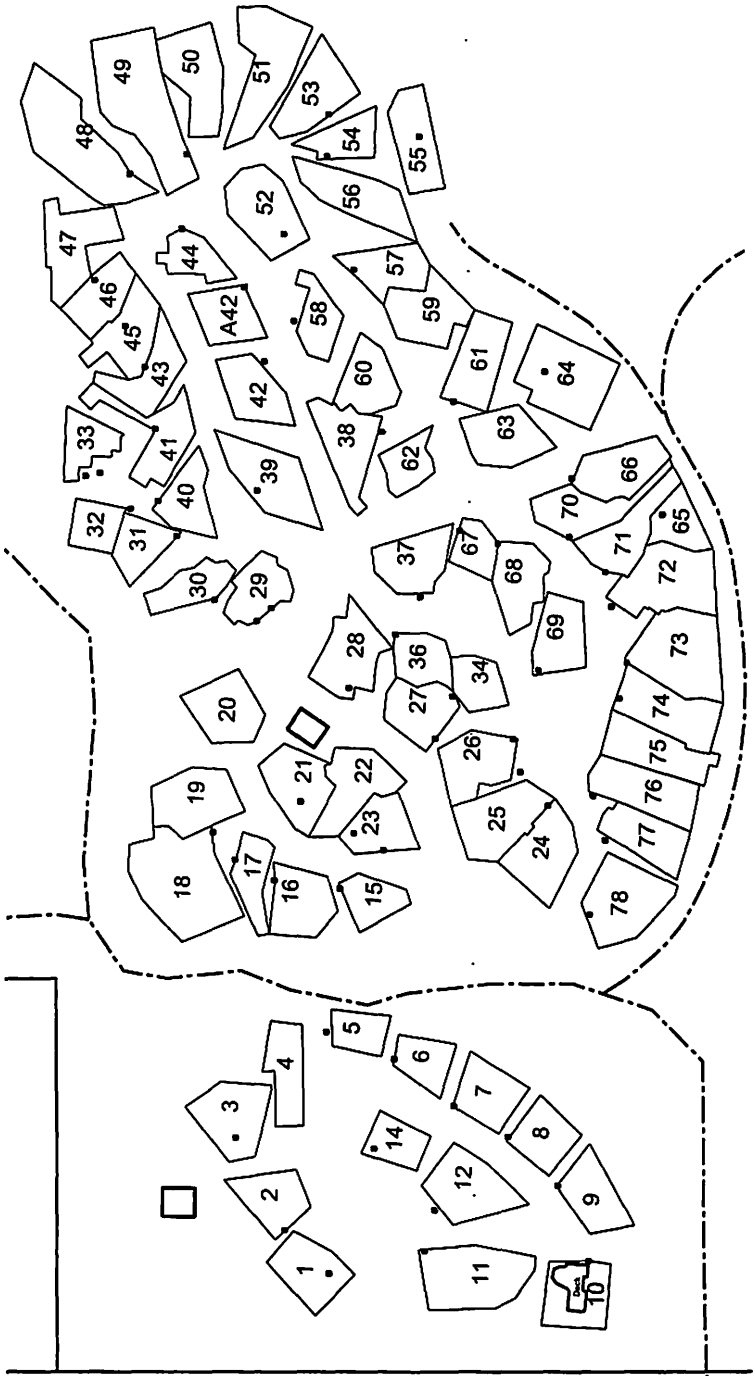
RBCG K1 CAMPGROUND INC.

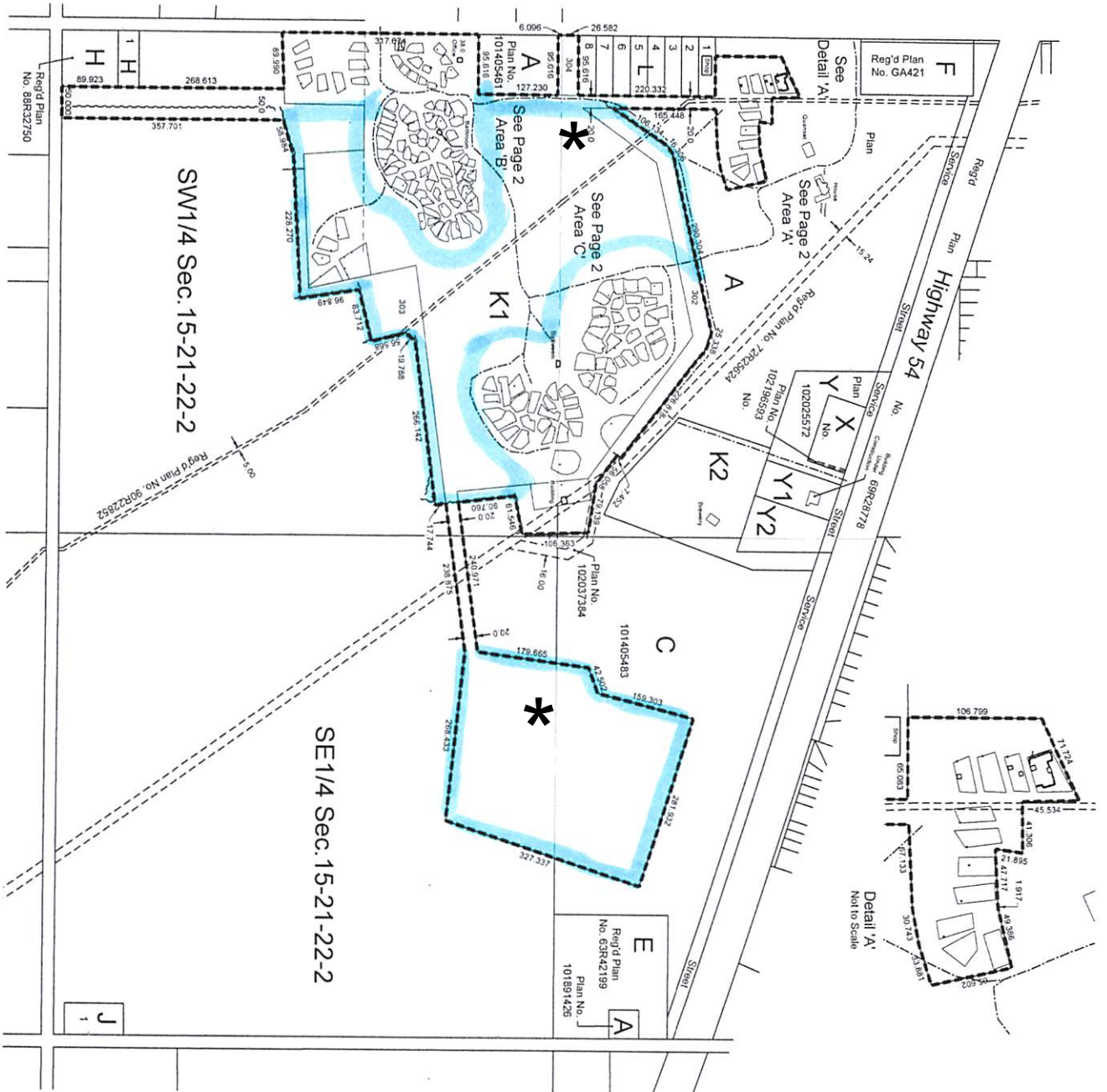
(c/s)

Per: _____

SCHEDULE "A" - page 1





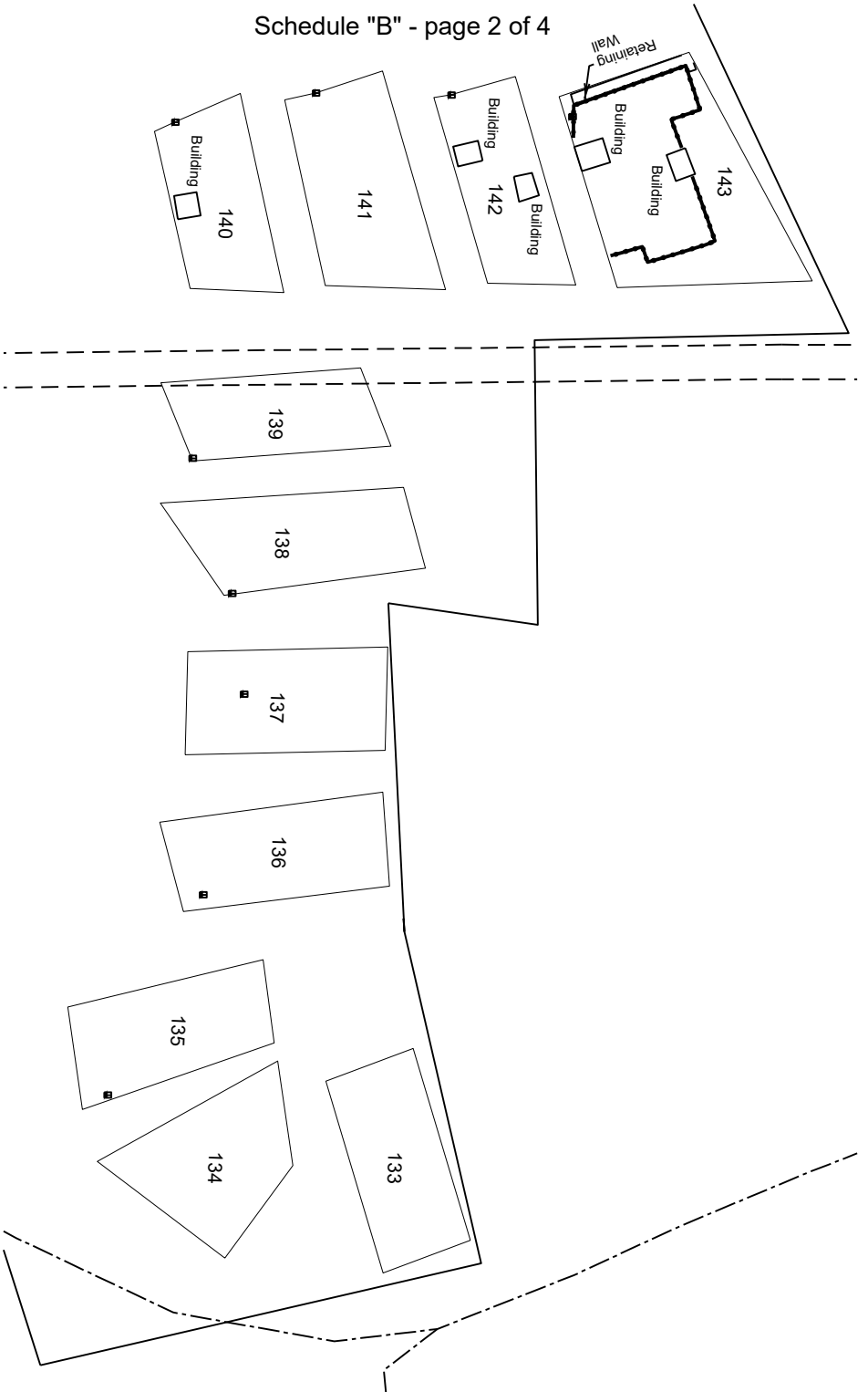


*The Undivided Parcels are outlined above in blue.

CAMPGROUND SITE PLAN
 In Part of Parcels A and C,
 Plan No. 101405483
 of All of Parcel K,
 Reg'd Plan No. 88R32750,
 and Part of S.W. 1/4 & S.E. 1/4 Sec. 15,
 Twp. 21 Rge. 22 W. 2 Mer.
 Regina Beach, Saskatchewan
 2021
 Scale 1:5000

Notes
 Measurements are in metres and decimals thereof.

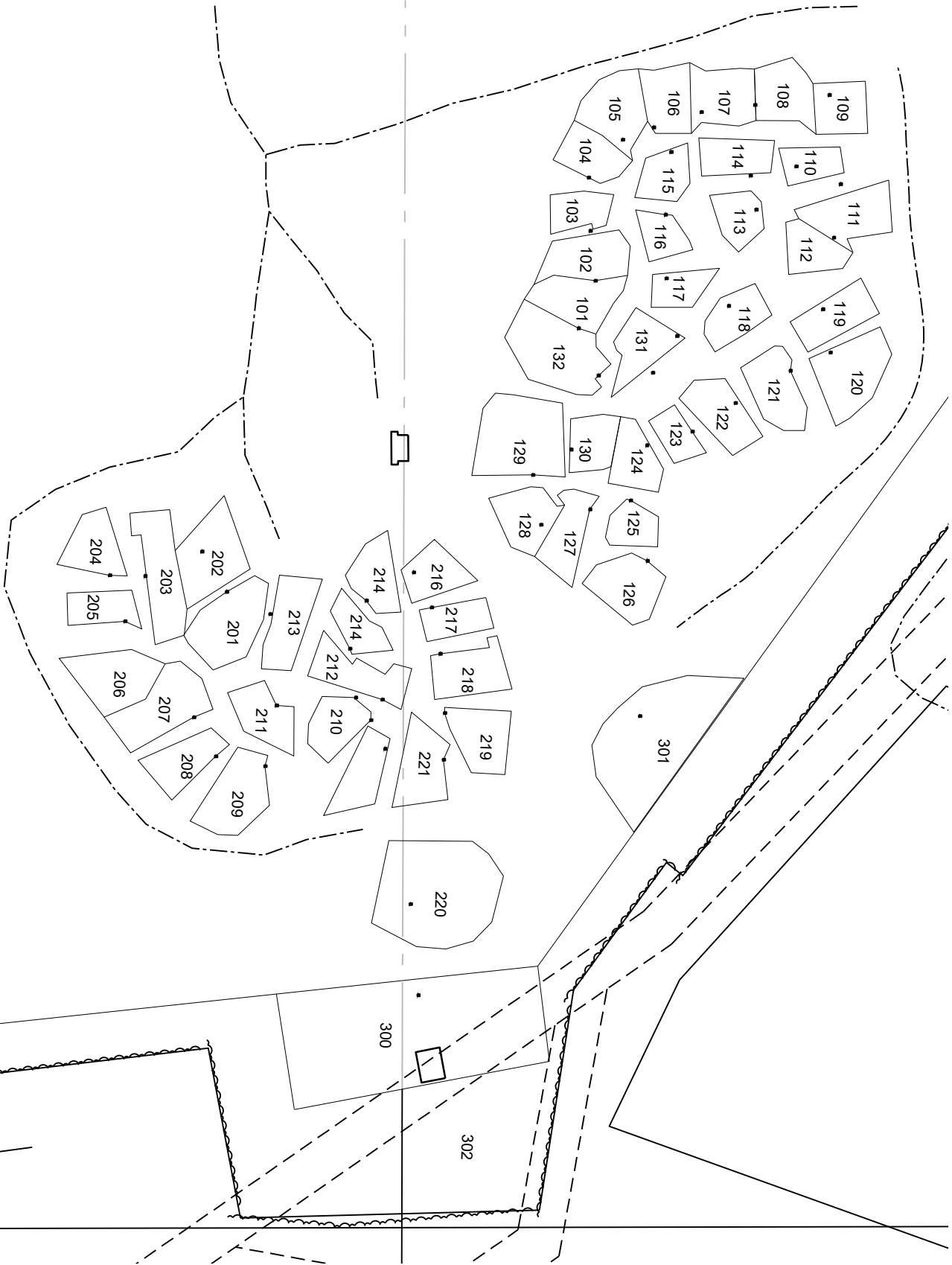
Legend
 Approximate Centreline of Road or Trail



Area 'A'
Scale 1:1000



Area 'B'
Scale 1:2000



Area 'C'
Scale 1:2000

REGINA BEACH CAMPGROUND SEASONAL CONTRACT

THIS AGREEMENT MADE EFFECTIVE THIS ____ DAY OF _____

BETWEEN: James Sinclair

Regina Beach Campground Ltd.,
a body corporate having its head office at Regina Beach, SK.
(hereinafter referred to as "RBCG")

- and -

(hereinafter referred to as the "Occupant")

WHEREAS RBCG manages the Regina Beach Campground (hereinafter referred to as the "campground");

WHEREAS the Occupant wishes to rent from RBCG on a seasonal basis a campsite located within the campground;

NOW THEREFORE in consideration of the mutual covenants and promises herein contained, the parties agree as follows:

1. **SITE**

1.01 In consideration of the payment of the seasonal fees and other fees as outlined herein along with the covenants and agreements contained on the part of the Occupant to be observed and performed, RBCG hereby agrees to lease to the Occupant on a seasonal basis the following campsite located within the campground:

Site #
(hereinafter referred to in this Agreement as the "site").

2. **TERM**

2.01 The parties agree that this Agreement shall commence effective _____, and continue on a seasonal basis each and every year unless terminated in accordance with the provisions outlined in Section 8.

3. **FEES AND ASSESSMENTS**

3.01 The Occupant shall, where applicable, pay a seasonal fee, trailer park fee and storage fee every year for which they occupy the site. The fees shall be due and payable effective May 1st of each year and shall be paid by way of submission of post-dated cheque (dated May 1st for the following year) which shall be provided by the Occupant to RBCG no later than September 1st of the camping season. In the event the Occupant fails to submit their post-dated cheque on or before September 1st, a late payment fee of \$200.00 shall be applied in respect of the Occupant. As of the date of execution of this Agreement, the fees to be payable are as follows:

SEASONAL FEES:

East Side: \$3,000.00 + 150.00 GST

TRAILER PARK FEES:

\$110.00 (not subject to tax)

WINTER STORAGE FEES: (Applies only if your trailer stays in your site all year)

\$200.00 + GST

TOTAL AMOUNT TO BE PROVIDED ON POST-DATED CHEQUE: (GST included):
EAST SIDE (with winter storage) \$3,460.00

SUMMER STORAGE (of boats, trailers or other equipment at the storage yard):
\$125.00 Summer Season May – Sept GST Incl
\$300.00 Yearly Rate GST Incl

3.02 The fees described in section 3.01 above may be amended at the discretion of RBCG upon the provision of written notice to the Occupant provided that:

- (a) any adjustments to the fees shall not take effect until the following year; and
- (b) any applicable fee increases, if any, are applied equally to all occupants of the campground and are formally reviewed and discussed with the occupants of the campground at a general meeting of the occupants and RBCG.

3.03 In the event any of the post-dated cheques submitted by the Occupant are not honored by RBCG's financial institution upon deposit, the Occupant shall pay to RBCG an amount equal to fifty (\$50.00) dollars for each cheque not honored by RBCG's financial institution.

4. **ESTABLISHMENT OF DATES FOR CAMPING SEASON**

4.01 The dates for commencement and closing of the camping seasons shall be set by RBCG prior to the beginning of each camping season. The setting of the dates shall be determined based on weather conditions and conditions applicable to the accessing of the water, sewer and electrical facilities within the campground. The dates associated with the camping season shall be communicated to the Occupant by way of email, mail or posted on the RBCG website at www.reginabeachcampground.com.

5. **COVENANTS OF RBCG**

5.01 RBCG covenants and agrees with the Occupant as follows:

- (a) RBCG staff or authorized personnel shall maintain all common areas situated within the campground including all washrooms, laundry facilities, roads and property situated outside of the designated campsites;
- (b) RBCG staff or authorized personnel shall maintain the security gates, internet system, propane for the public washrooms and all main electrical systems (including power boxes) and water, sewer and septic systems situated within the campground;
- (c) RBCG staff or authorized personnel shall maintain and clean the washroom and laundry facilities associated with the campground daily during the camping season;
- (d) RBCG shall provide to the Occupant two gate fobs that will allow the Occupant to access the campground through the security gates for use during the camping season only. Access to the campground outside of the designated camping season shall not be permitted without the express authorization of officials from RBCG. If a gate fob is lost or destroyed, the Occupant may contact RBCG to purchase an additional fob at a cost of \$100.00/fob;

- (e) Any communication or notices relating to campground activities or issues affecting the campground shall be provided to the Occupant either through email, mail or public posting on the RBCG website or at the washrooms and front entrances to the campground;
- (f) RBCG shall maintain its own insurance policy to insure all common areas of the campground as well as liability insurance for its operations; and
- (g) RBCG shall not be responsible for the non-performance of any covenants contained within this Agreement to the extent that the non-performance is attributable to the interruption or cessation of services ordinarily provided to the campground by any public utility corporation or branch of government, or as a result of any fires, earthquakes, floods, acts of God or other matters beyond the control of RBCG.

5.02 In the situation where the Occupant's site has been completely flooded out or otherwise deemed unfit for use, RBCG and the Occupant may agree upon a reduction or elimination of the fees payable by the Occupant for that year provided that the site is not used by the Occupant for camping purposes during the year.

6. **COVENANTS OF THE OCCUPANT**

6.01 The Occupant covenants and agrees with RBCG as follows:

- (a) The Occupant shall pay all seasonal and other related fees to RBCG as provided for under this Agreement at the time and in the manner specified herein;
- (b) The Occupant shall not tamper with or make any changes to the electrical or water systems used to service their site or the campground without the express written consent of officials from RBCG. Any repairs required or issues related to the servicing of any electrical or water systems within the site or campground should be immediately reported to RBCG by the Occupant;
- (c) The Occupant shall maintain their site in a clean and tidy condition at all times during the camping season. All garbage and debris from the site must be taken by the Occupant to the designated receptacle areas or to the Regina Beach landfill;
- (d) The Occupant shall not store at the site any items unrelated to the use of their site as a seasonal campsite. Any excess construction materials shall be removed by the Occupant from their site following completion of any improvements. All boats must be stored in the storage area unless the boat is charging, NO EXCEPTIONS. Boats that are being charged must remain attached to vehicles for which they are being transported;
- (e) The Occupant shall use the site for the purposes of seasonal camping only and shall not engage in or carry on any criminal activity, offensive or illegal trade or occupation from the site;
- (f) The Occupant shall not transfer, assign, sublet or in any way part with possession of their interest in the site or this Agreement without the express written consent of RBCG;
- (g) The Occupant shall permit RBCG staff or authorized personnel to access the site at all reasonable times for the purpose of inspecting the site and undertaking any repairs as may be necessary to the water, sewer and electrical facilities used to service the site;

- (h) The Occupant shall be more than welcome to have family and friends attend at the campground. For safety and security purposes, all overnight visitors must be registered by contacting officials at RBCG through email at reginabeachcampground@sasktel.net. Any overnight visitors with their own recreational vehicles using additional water and electricity will be subject to an overnight charge of \$45.00 per night or 20.00 if they do not require services and if they require the use of RBCG's sewage disposal facilities, an additional charge of \$20.00 per sewage dump. The Occupant shall be responsible for all of their family or invited guests who may attend at the campground;
- (i) The Occupant shall ensure that they along with any of their invited guests adhere to and comply with all bylaws, rules, regulations and building codes as may be established by RBCG in relation to the campground. Any violation of the established bylaws, rules, regulations and building codes may result in termination of this Agreement. A current version of the applicable documents may be found on the RBCG website at www.reginabeachcampground.com. The parties acknowledge and agree that RBCG may amend, add to or delete from any of the bylaws, rules, regulations and/or building codes upon a minimum of sixty (60) calendar days written notice to the Occupant provided that such amendments are first reviewed and discussed with the occupants of the campground at a general meeting of the occupants and RBCG;
- (j) The Occupant shall be responsible for all campfires at their site. The campground is serviced by a volunteer fire department. The Occupant shall be personally liable and responsible for any and all damages caused to their site or any campground property, or any personal property of the Occupant or others, associated with any fire which may occur at their site or for which they are responsible. No campfires shall be permitted while the poplar fuzz is falling or lying on the ground or during any other specific times as may be designated by RBCG. Fire ban notifications shall be posted publicly within the campground. Further, the Occupant shall not dump any fire ashes in trees or shrubs situated within the campground;
- (k) The Occupant shall ensure that they along with their invited guests utilize all washroom, laundry and common area facilities for their intended purposes only and shall use their best efforts to ensure that such facilities are maintained after their use in a clean and tidy condition. Children are not permitted to play in the washrooms;
- (l) The Occupant shall ensure that RBCG is provided at all times with an up-to-date address, phone number and related contact information for the Occupant. Any correspondence from RBCG may be forwarded to the Occupant in accordance with the notice provisions outlined in this Agreement;
- (m) The Occupant along with their invited guests shall conduct themselves at all times in a respectful way so as to ensure utilization and enjoyment of the campground by all other users. The Occupant shall not do or allow to be done at the site anything which may become a nuisance or annoyance to the occupants of any adjoining or neighbouring sites. There will be no tolerance for the use of non-prescription drugs, alcohol abuse, profanity, underage driving of any vehicle including golf carts, underage drinking or dangerous driving in the campground. The speed limit within the campground is 20 km/hr. Please watch for children;
- (n) The Occupant shall respect the natural environment of the campground. All septic waste must be disposed of by calling for septic removal by contacting James Sinclair @ (306) 539-2180 or such other authorized personnel as designated by

RBCG. Any actions undertaken by an Occupant that causes a threat or results in environmental damage being sustained to their site or any campground property will not be tolerated;

- (o) At the end of each camping season or upon termination of this Agreement, the Occupant shall be responsible for having the septic tank associated with their site cleaned out; and
- (p) The Occupant shall be responsible for maintaining at their sole cost and expense all property and liability insurance associated with their trailers, improvements or any other personal property which may be located at their site.

7. **INDEMNITY**

7.01 The Occupant covenants and agrees to indemnify and save harmless RBCG, its directors, officers, employees and agents from and against any and all claims, demands, actions, causes of action, damages, losses, costs, liabilities and expenses which may be made or brought against RBCG or for which RBCG may suffer or incur as a result of, in respect of, or arising from the following:

- (a) The non-performance or non-fulfillment of any of the terms, covenants or provisions of this Agreement on the part of the Occupant to be performed hereunder; or
- (b) The loss of life, personal injury or damage to any property arising from the occupancy or use of the site by the Occupant or any of their invited guests, whether occasioned wholly or in part by any negligent acts or omissions of the Occupant or their invited guests or persons to whom they are legally responsible.

7.02 RBCG covenants and agrees to indemnify and save harmless the Occupant from and against any and all claims, demands, actions, causes of action, damages, losses, costs, liabilities and expenses which may be made or brought against the Occupant or for which the Occupant may suffer or incur as a result of, in respect of, or arising from the following:

- (a) The non-performance or non-fulfillment of any of the terms, covenants or provisions of this Agreement on the part of RBCG to be performed hereunder; or
- (b) The loss of life, personal injury or damage to any property arising from the performance of any of the covenants of RBCG whether occasioned wholly or in part by any negligent acts or omissions of RBCG or any of their officers, employees, agents or persons to whom they are legally responsible.

8. **TERMINATION OF AGREEMENT**

8.01 This Agreement may be terminated in the following manner in the specified circumstances:

- (a) Voluntary Termination by the Occupant – The Occupant may terminate this Agreement at any time upon the provision of a minimum of sixty (60) calendar days written notice to RBCG. The notice of termination must include the date the Occupant intends to vacate the site as well as a list of all improvements made to the site and the proposed fair market value associated with the improvements;
- (b) Termination Upon Death of the Occupant – This Agreement shall automatically terminate upon the death of the Occupant.

- (c) **Mutual Termination between the Parties – The Occupant and RBCG may agree to terminate this Agreement at any time by mutual agreement between the parties;**
- (d) **Termination in the Event of Default by the Occupant – Any one or more of the following events shall constitute a default by the Occupant under the terms of this Agreement:**
 - (i) **The Occupant shall fail to pay any of the seasonal fees or other fees payable by the Occupant under the terms of this Agreement when due, and such failure shall continue unremedied thirty (30) calendar days after notice thereof has been given by RBCG to the Occupant to cure such default;**
 - (ii) **The Occupant shall fail to observe any term, provision or covenant under this Agreement on the part of the Occupant to be performed and the Occupant fails to cure such default within the confines of the remedial process as outlined below; or**
 - (iii) **The Occupant shall be found to have engaged in any criminal activity, including, but not limited to, theft, vandalism, destruction of campground property or property of others, or having caused environmental damage to their site or any campground property;**

Upon the occurrence of any of the events of default described above, RBCG may at its option exercise any of the following remedies:

- (A) **In the event of nonpayment of the seasonal fees or other fees payable by the Occupant as provided for in subsection 8.01(d)(i), RBCG may by notice to the Occupant immediately terminate this Agreement;**
- (B) **In the event of the Occupant failing to observe any term, provision or covenant under this Agreement on the part of the Occupant to be performed as provided for in subsection 8.01(d)(ii), RBCG shall first provide to the Occupant a verbal warning outlining the circumstances surrounding the default which shall be confirmed in writing with the Occupant. Should the default continue, RBCG shall provide a follow-up written warning advising the Occupant of the default and indicating, where applicable, that any further violations may result in the termination of this Agreement and removal of the Occupant from the campground. Should the conduct or activity giving rise to the default continue further after the written warning has been provided to the Occupant, then RBCG may, at its discretion, proceed with the providing of written notice of termination to the Occupant; or**
- (C) **In the event of the Occupant having been found to have engaged in any criminal activity, including, but not limited to, theft, vandalism, destruction of campground property or property of others, or having caused environmental damage to their site or any campground property, RBCG may under such circumstances provide immediate written notice as to termination of this Agreement. The notice of termination shall state the date upon which the termination is to be effective and the date upon which the Occupant shall be required to remove all of their personal property from the site and to vacate the campground.**

8.02 Upon termination of this Agreement the Occupant or their estate representative, where applicable, shall return to RBCG all fobs issued to the Occupant.

9. **SALE AND DISPOSITION OF IMPROVEMENTS AND SITE ALLOCATIONS**

9.01 For the purpose of this Agreement, the term "improvements" shall mean any building or structure which is affixed to the land and which has been constructed or paid for by the Occupant, but excludes any trailers or other recreational vehicles owned by the Occupant which may be located on the site.

9.02 The provisions having application to the sale and disposition of improvements and site allocations shall be as follows:

- (a) Upon termination of this Agreement, the Occupant or their estate representative, where applicable, shall provide to RBCG a detailed listing of all improvements situated within the site as owned, constructed or paid for by the Occupant along with the proposed fair market value associated with such improvements. In the event such information is not provided by the Occupant within a reasonable period of time following termination, RBCG may compile the information itself;
- (b) All improvements must meet RBCG building codes to be included within the sale of any improvements. Improvements that do not meet RBCG building codes must be removed at the Occupant's expense prior to their vacating of the site. If such improvements are not removed, the improvements may be removed by RBCG staff or authorized personnel and any costs associated with the removal and disposition of the improvements shall be invoiced to the Occupant and be due and payable by the Occupant;
- (c) The process having application to the sale of improvements shall be as follows:
 - (i) Firstly, any improvements situated within the site shall be offered for sale to the Occupant's immediate family which includes, where applicable, the Occupant's spouse, common law spouse or adult aged children;
 - (ii) Secondly, any improvements situated within the site shall be offered for sale to other occupants within the campground;
 - (iii) Thirdly, in the event that the improvements are not purchased by other occupants within the campground, the improvements may be offered for sale to individuals on the RBCG wait list or any other party as may be approved by RBCG and the Occupant. Advertisements for sale of improvements to individuals on the RBCG wait list shall be overseen and administered by officials from RBCG; and
 - (iv) The sale and disposition of all improvements shall be overseen and coordinated with the assistance of officials from RBCG;
- (d) All site allocations shall be subject to approval by RBCG.

9.03 If the sale of an Occupant's improvements cannot be completed in accordance with the process outlined in section 9.02, the improvements may be removed or disposed of by RBCG in its discretion and RBCG shall not be liable to the Occupant for any claims, liabilities or costs associated with the value of such improvements.

9.04 Advertisements for the sale of improvements, trailers, recreational vehicles and other related equipment may be posted publicly within the campground upon approval having been obtained from RBCG.

10. **MISCELLANEOUS PROVISIONS**

- 10.01 All notices required pursuant to this Agreement shall be delivered by hand to the party for which it is intended, sent by mail or email to the address indicated below or such other address as either party may stipulate by notice in writing to the other.

To the Occupant:

Email:

To RBCG:

Regina Beach Campground Ltd.

Box 9

Regina Beach SK S0G 4C0

Email: reginabeachcampground@sasktel.net

Any notice delivered by hand shall be deemed to have been received on the date of actual delivery thereof. Any notice delivered by mail shall be deemed to have been received seven (7) days after the date of deposit within the post office unless confirmation of non-receipt has been received by the sending party. Any notice delivered by email shall be deemed to have been received upon confirmation of receipt by the sending party.

- 10.02 The parties acknowledge and agree that the provisions herein contained constitute the entire Agreement between the parties pertaining to the occupation of the site by the Occupant and supersede all previous communications or agreements, whether verbal or written, express or implied, between the parties with respect to the subject matter contained herein.
- 10.03 Save and except as provided for herein, this Agreement may not be changed, altered or amended except by instrument in writing executed by each of the parties hereto.
- 10.04 Failure by either party to enforce at any time, whether in a single instance or repeatedly, any of the provisions of this Agreement shall not be construed as a waiver of such provisions or a waiver of the right of the party thereafter to enforce each and every such provision. Further, no express waiver of any provision or performance hereunder, or any default by either party, shall constitute a waiver of any other provision or future performance or default.
- 10.05 This Agreement shall be governed by and construed in accordance with the laws of the Province of Saskatchewan and Dominion of Canada, where applicable.
- 10.06 This Agreement shall take effect for the benefit of and be binding upon the respective parties together with their heirs, executors, administrators, successors and permitted assigns.
- 10.07 In the event this Agreement is executed by more than one Occupant, the Occupants' obligations under this Agreement shall be considered joint and several and binding equally on each respective Occupant.
- 10.08 The Occupant acknowledges having read this Agreement and understands fully the rights and obligations of the Occupant hereunder.

IN WITNESS WHEREOF the parties hereto have caused this Agreement to be executed as attested to by the hands of its proper signing authorities on their behalf effective the day and year first above written.

REGINA BEACH CAMPGROUND LTD.

Per: _____
James Sinclair

SIGNED, SEALED and DELIVERED)
by the Occupant)
this _1st day of October___, 2020)
in the presence of:)
_____)
Witness

