

Maitland Valley Marina- Resort Park Rules and Regulations: Schedule #1

In order to ensure a pleasant, peaceful and enjoyable holiday for everyone, all customers are asked to abide by and cooperate with the following rules and regulations for Maitland Valley Marina and Resort Park (MVM). MVM reserves the right to change or add additional policies as needed.

MVM is a **seasonal Resort Park**, with local by-laws stipulating that any unit at our location cannot be a permanent residence. The complete wording of the Zoning by-laws regarding “**RECREATIONAL TRAILER CAMPSITE**” can be found at <https://www.goderich.ca/en/town-hall-and-services/by-laws.aspx>.

Excerpt from Goderich by-laws re RECREATIONAL TRAILER CAMPSITE

- such trailers are used or intended to be used for temporary human occupancy for overnight, short term or seasonal accommodation;

- no trailer shall be the occupant's principal residence;

- occupancy shall not exceed 2 days per week per trailer during the months of December, January and February of any year

Lease Agreement:

1. MVM reserves the right to refuse to renew the yearly lease agreements.
2. In order to secure tenancy for the following season, signed rental agreement and payment(s) are due on or before October 15th of each year. Excluding specific monthly sites, payment options are:
 - a. Payment in full by October 15th (receive \$88.40 + HST discount)
 - b. Three installment payments of: October 15th- \$1,600.00; January 1st- \$1,600.00; April 1st- Remaining Balance of siteInstallment payments can be made by post-dated cheques, EFT (form required), e-transfers or in-office debit card. Credit card payments will be subject to a 2% surcharge. 1.5% will be charged on overdue accounts.
3. **Failure to provide a signed rental agreement, a signed final page of Schedule 1 rules and payment** will result in the termination of tenancy and your trailer and property must be removed by November 15th. After November 15th, all contents will be removed from the site at the discretion of MVM, the cost of which will be at the owner's expense.
4. **Loss, Damage and Injury:** MVM does not assume liability for personal property or injury. Liability for loss or damage to personal property or personal injury on MVM premises is the sole responsibility of the park customer concerned.
5. **Eviction:** Failure to observe the stated rules and regulations may be grounds for eviction from MVM. Any eviction will be without compensation or refund. Civil law and Criminal Code infractions perpetrated on MVM premises **will result in immediate eviction, without compensation or refund.**

Rules Specific to the use of YOUR SITE

1. **Quiet Hours:** Quiet hours are 11:00 pm to 8:00 am daily.
2. **Renting or loaning of trailers** or boats to any other person/group/party is not allowed. You are fully responsible for all guests, and are expected to be present when guests are visiting.
3. **Mail & Deliveries:** As a Recreational Trailer Campsite cannot be used as a permanent residence or home address, please arrange for a local post office box to collect your mail and parcels. Customer mail received at the office will either be refused or returned to the sender.
4. **No selling** of merchandise of any kind by MVM customers is allowed on the premises.
5. **Updating Your SITE: Any and all proposed changes to your lot, deck, Add-A-Rooms or trailer, must be pre-approved through the office by Jim Peever or Dick Peever.** A detailed diagram of the proposed changes, with precise dimensions, must accompany your written request to the office. All building permits are the responsibility of the occupant. Any code infractions will result in all costs of such being borne by the occupant.
 - a. **Electrical work:** After the proposed charges have been approved, our MVM electrician will be authorized to complete the work. All wiring on site must meet The Electrical Safety Authority code. **Any unauthorized electrical changes are grounds for eviction from the park.**
 - b. **Add-A-Rooms and Patio Roofs:** Must be modular and pre-manufactured. Due to liability concerns, Add-A-Rooms and Patio Roofs must be supplied and installed by a supplier who is approved by MVM. The office has brochures from our approved suppliers, who have provided us with proper insurance liability documentation.
 - c. **Decks & Privacy Panels/railings:** Requests for decks are to be complete, with drawings and other details. Privacy panels / railings are to be marked on the drawings prior to approval. The deck size is to be determined by Jim or

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- Dick. Privacy panel height must be less than the height of trailer eaves and no more than 5 feet above the deck surface.
- d. Sheds:** the request must include the location of the proposed shed in relation to the site trailer and other details such as manufacturer. Shed wall size is limited to a maximum of 8 by 8 feet by 6'6" high with standard slope of roof.
- e. Fences (excluding Deck enclosures/railings):** Fences are not allowed in our park.
6. **Parking:** No more than two (2) vehicles may be parked on trailer lots and are to be identified with a current year parking sticker. **Two parking stickers per site are obtained at the office and will be issued upon payment of site fees each year.** Any additional vehicles, including those of visitors, must be parked in designated parking areas only. Boats are **not** to be parked on trailer lots or on trailer parking spaces.
7. **Camp Fires:** Camp fires are permitted on trailer lots provided caution is observed and they are not disturbing your neighbour. **Fires must be at least 5 metres from any building that is not a trailer or an add-a-room. ALL fires must be extinguished by 11:00 pm. All municipal regulations and temporary restrictions must be adhered to by the tenant.** Firewood is not supplied; tree cutting and removal of bark from trees is prohibited.
8. **Landscaping around Trees:** Cribbing or building up of the area at the base of the trees with topsoil is prohibited. This practice limits the flow of oxygen to the roots and kills the trees.
9. **Garbage:** Household garbage ONLY must be placed into the garbage containers provided in tied plastic bags. Fish trimmings (from cleaning of fish) must be doubled-bagged and well-sealed before placing in the garbage bin. **Please note that furniture, barbeques, lawn furniture, appliances, fuel canisters and tanks, and any hazardous materials are not considered to be household garbage.** All non-household garbage must be taken home, to a town disposal site, or arrangements made for pickup on the designated large item pickup days (announced on our website and in our newsletters). All recyclables must be placed, preferably un-bagged, in the blue bins. Recycling carry bins can be bought at local stores. Please follow the Recycling Guidelines posted on the recycling bins, as well as on the Bluewater Recycling Association website, www.bra.org. **Garbage from home is not to be brought to the park for disposal.** Security cameras are monitoring the area and if residents are found disposing of items not considered to be household garbage, they potentially face eviction from the park and will be charged for the removal of the garbage.
10. **Refrigerators:** Outside refrigerators are permitted only when enclosed in a utility shed or cabana. All safety and electrical regulations must be followed, including keeping an outdoor fridge locked and proper conduits for underground cable. All costs related to any regulatory infractions will be charged to the occupant.
11. **Hydro Usage:** Every trailer in the park is metered for hydro use. Hydro billing is done at the end of each month during May through October and as warranted during the off-season as determined by the office staff, or if needed when site unit possession is changed mid-month. New tenants are required to pay a \$200.00 refundable meter deposit. Exterior lights must be turned off when retiring for the night.
12. **Water Usage:** Leaking water hoses are prohibited. Shrubs and flowers may be watered as required, in addition to moderate watering of lawns. Water supply taps must be **turned off** when you intend to be away for a day or more, in case of hose breakage. Watering times and limits must conform to the Town of Goderich Water by-laws.
13. **Sewage:** Leaking or improperly sealed sewage lines are prohibited. Sewer lines from the trailer to hook-up are to be of solid plastic and properly sealed. Please use only white toilet tissue for better chemical breakdown and **do not** flush anything except toilet paper down the toilets. All other waste items, such as diapers, tampons, personal hygiene products and paper towels must be disposed of in the provided container to avoid blocked pipes and malfunctioning plumbing. Failure to comply will result in damage fees being collected.
14. **New Trailers:** New trailers require **written approval** by Maitland Valley Marina **before** purchase, to ensure the trailer being considered is an appropriate size, age and general condition to fit within the park management planning. **All new trailers above 35' will be built by General Coach Resort Homes and sold by MVM as their dealer.** General Coach, located in Hensall, ON, provides high-quality and fully customizable resort homes to meet your needs; brochures are available at the Office. As a guideline only, the following sizes are generally acceptable but still require written approval before purchase:
- a.** all of Section A to E: The maximum allowable trailer size on these sites is to be determined by Jim or Dick, not including the tongue or tip out.

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- b. Section F, FW, G and H: These areas are suitable for resort homes up to 540 sq. ft., depending upon the individual lot size. Resort Homes purchased for these lots will be General Coach and sold by MVM.
- c. Any substantial upgrades to the lot or cleanup of the lot due to the new trailer that is provided by MVM, must be paid by the customer, at the current rate for Property Maintenance and General Labour stated in the current *Resort Park Supplementary Price List*

GENERAL PARK RULES:

1. You are responsible for the actions of your guests. *Any infractions on their part may lead to your eviction from MVM.*
2. **Security Access Cards:** Gate cards are issued to **current customers ONLY**. A maximum of 2 cards may be purchased at the MVM office for a deposit of \$50.00 per card, which is refundable upon the return of cards in reusable condition to the office. Cards unable to be reassigned to another client will not be eligible for refund. Non-working cards in good condition will be exchanged at the office for a replacement card at no cost.
3. **Speed Limits:** Speed limit in MVM is **15km per hour** at all times, throughout the entire park.
4. **Parking on roadways** is prohibited and will result in the removal of your vehicle, at your expense.
5. **Golf carts:** require pre-approval from the office, must be electric only and must be operated in a safe, responsible manner by adults only.
6. **Swimming:** All children under the age of 12 must be accompanied in the pool enclosure. Pool hours and pool regulations as set by the Huron Perth Public Health Unit are posted at the pool. The pool is not lifeguarded. Swimming in the Marina basin is prohibited.
7. **Children Supervision and Playground hours:** children under the age of 10 must not be left unattended and must be accompanied by an adult when moving throughout the park. Playground hours are 8:00 am to 9:00 pm daily.
8. **Pets:** Pet owners assume all liability for their pets. Pet owners are responsible for picking up their pet's litter. Town pet bylaws are in effect at all times. Pets must not be left unattended when the owner is away from the park.
9. **Safety:** The OPP regularly patrol the park for your protection. Any illegal act or unsafe practice is prohibited and may lead to eviction. This includes possession of firearms or air guns in any area of MVM, use or possession of illegal drugs, violent behaviour and any other cause that results in the OPP laying charges against an occupant.
10. **Fishing:** The privilege of fishing within the park is for our customers and guests only. All fishing access is restricted to **between dawn and dusk**. Access to the designated fishing area is along the road to the designated steel wall area. Cutting through river bank trailer lots to gain access to the river and fishing off the bank in front of trailers, from docks, or from boats within the marina basin is **STRICTLY PROHIBITED**. The Ministry of Natural Resources and Forestry (MNRF) regularly patrols the park to ensure adherence to MNRF fishing requirements. It is your responsibility to ensure that you have met the legal requirements for fishing (for further information: <https://www.ontario.ca/page/fishing>).
11. **Washrooms and Showers:** Washrooms are available 24 hours a day from May through October. Washrooms are for the convenience of MVM customers and their guests only. We respectfully ask all users of these facilities to help keep them clean and tidy. Please report any problems or abuse to the office immediately. Please **do not** flush anything except toilet paper down the toilets. All other waste items, such as diapers, tampons, personal hygiene products and paper towels must be disposed of in the provided container to avoid blocked pipes and malfunctioning plumbing. We ask that you remind all family members that we can **evict** the family of any individual defacing our property. Keys are available from the MVM office and require a refundable deposit. Keys remain the property of MMVRP and are to be handed in to the office if you sell your trailer.
12. **Clubhouse:** The clubhouse is for the use of the MVM customers from May through October. Reservations are made on a first-come, first-serve basis into the book kept in the MVM Store area of the Office. There is no charge for the usage - we simply ask that it be left clean and tidy after each use.
13. **BBQ's and other equipment:** Requests for BBQ's and other equipment for events may be booked at the office, at least one week in advance of the event. The requestor is to pick up and ensure the equipment is thoroughly cleaned at return.
14. **Bulletin Board:** The bulletin board is located on the south side of the clubhouse building, facing the pool. Additional boards may be located inside bathroom buildings. All notices are to be approved by the office prior to being posted. Unapproved notices will be removed without notice. All notices must be dated. The park staff may remove older

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notices to make room for management notices without notification. Only information of interest and relevance to MVM customers will be allowed. Park notices, including upcoming events, will be posted on the bulletin board.

Used Trailer Sales Procedure:

All trailer sales must follow the Trailer Sales Procedure, as outlined below. **Failure to comply with this procedure will result in the delay or refusal of sale by MVM.**

- 1. The seller must provide the office with a completed MVM Trailer Sales Form prior to advertising the trailer for sale. The Trailer Sales Form must include whether the trailer site is being included in the potential sale, upon management approval, or if the owners are removing the trailer as part of the planned sale.**
- 2. Prior to management approval for a sales transfer including assumption of site, a thorough inspection of the trailer and premises must be completed by Management AND all outstanding fees for the site, hydro, property taxes etc must be paid in full. The site inspection will only be arranged after the account balance is at zero.**
- 3. A Contract of Representation between Maitland Valley Marina and the trailer owner must be signed, prior to any advertising of the trailer for sale.**
- 4. Once all outstanding fees have been paid and inspection completed, the seller will provide a written description and photos of the trailer, to be posted to the MVM website.**
- 5. MVM Management reserves the right to determine suitability of potential tenants and holds final right of refusal. If the approval of the potential tenant is not obtained, the owner may either sell with the condition of removal off the property or choose to sell to another approved buyer. The management of MVM is not obligated to approve an already signed deal. A reasonable approval period must be included in the seller's planning.**
- 6. Potential buyers must pay appropriate fees, including their hydro deposit of \$200 and sign the agreement of tenancy, prior to the completion of sale.**
- 7. A copy of the signed sales agreement, including all contract clauses, must be provided to the office. The sales price may be redacted from the copy given to the office. A sample Bill of Sale template is available from the office.**
- 8. The current owner must pay in full a transfer fee of \$1,000+HST, upon the sale of the trailer. This fee is non-negotiable and failure to comply with this rule will result in the cancellation of any transfer. The transfer fee is waived only when the trailer being sold is physically removed by the buyer from MVM property.**
- 9. Annual site fees are payable in full on or before April 1 of any season. Thus, for all sales during the period of April 1 to October 31, the current owner seeking to sell the trailer is responsible for full payment of the site fees. Any prepayments of site fees are transferred to the buyer and it is the responsibility of the seller to include any expected repayment of such prepayments in the sales agreement with their buyer.**
- 10. Monthly site fees are due on the first of each month, the owner is responsible for payment of the full monthly rent if sold mid-month. The buyer is responsible to MVM for the payment of monthly rent commencing the first day of the first full month of possession.**
- 11. Any substantial upgrades to and cleanup of existing lots will result in additional maintenance fees being charged, at our current labour rate. Should the cleanup be required prior to the completion of the sale as a condition of sale per the finalized sales agreement supplied to the office, the seller will be required to pay the cost prior to the completion of sale. After the sale is completed, any further substantial upgrades to or cleanup of the lot not arranged for and paid in advance by the seller, must be paid by the buyer, in the amount of our current labour rate.**
- 12. The seller will receive a refund by cheque for any remaining balance on their hydro deposit as well after the return of any security access gate cards and/or washroom keys returned in good, reusable condition.**

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Customer Copy



Maitland Valley Mariana Ltd.
100 North Harbour Rd. W., P.O. Box 175
Goderich, ON N7A 3Z2
Tel. (519) 524-4409

I acknowledge that I have received, read and fully understand the Maitland Valley Marina and Resort Park Rules and Regulations, Schedule # 1 **effective as of September 1st, and in effect on this date every year.**

Name of Trailer Occupant

Signature of Trailer Occupant

Date

Name of Management Staff

Date

Signature of Management Staff

Date

Please retain this form for your files.

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Management Copy



Maitland Valley Mariana Ltd.
100 North Harbour Rd. W., P.O. Box 175
Goderich, ON N7A 3Z2
Tel. (519) 524-4409

I acknowledge that I have received, read and fully understand the Maitland Valley Marina and Resort Park Rules and Regulations, Schedule # 1 **effective as of Sept 1st, and in effect on this date every year.**

Name of Trailer Occupant

Signature of Trailer Occupant

Date

Name of Management Staff

Date

Signature of Management Staff

Date

Please return this form with your contract and payment.