

2020 ANNUAL CAMPSITE RENTAL AGREEMENT

Made this 1st day of January, 2020 A.D. between
KINASAO LUTHERAN BIBLE CAMP, CHRISTOPHER LAKE

(hereinafter referred to as the "owner")

and

the Annual Campsite Lessee

(hereinafter referred to as the "renter")

This agreement is to formalize the rental agreement between the owner and the renter of the assigned campground rental area in Sojourner's Way Campground at Kinasao Lutheran Bible Camp from May 15, 2020 to May 14, 2021.

PREAMBLE

Kinasao Lutheran Bible Camp was established in 1940 as a Lutheran Bible Camp. It has developed over the years since its origin, in a variety of ways. It continues to serve the church, and maintains as its purpose the propagation of the Gospel, as stated in its adopted Bylaws, as follows:

"As a Lutheran ministry, Kinasao proclaims the gospel of Christ by providing the opportunity to discover, share, strengthen and renew the Christian faith in a natural setting in God's creation."

During the development of the Camp, the construction of privately owned cabins was permitted. A campground for recreational vehicles and tents was developed. In the 1980's some of the campground lots were rented as annual rentals for campers wanting to leave their RVs in the same location. Leases for cottage lots and rental agreements for campground lots were extended on a term by term basis in an effort to clarify the relationship between the cottage owners, campers and the camp. The purposes for establishing and maintaining the lot leases and campground rentals evolved over time and today include the following:

1. To surround the Camp with a group of active, concerned, caring, Christians.
2. To develop a community of persons, who share a common interest in the work and purpose of the Camp.
3. To have available a resource of people with talents and skills, and a willingness to use these gifts to assist the Camp.
4. To encourage a greater sense of ownership of the Camp by a privileged group of people.
5. To encourage and make greater use of the Camp property.
6. To provide a source of revenue for the Camp through rental of the leased properties.
7. To permit individual lease holders the opportunity to develop vacation homes, in a manner similar to other resort areas.

The Camp flourished in its development, and in many instances the leaseholders and renters were an instrumental group, providing a great resource, consistent with the purposes noted above. The Camp maintains as its policy the leasing & renting of these private lots, and encourages the lessees to continue their support of the Camp in the manner intended. Based on these purposes the renter hereby acknowledges the desirability of maintaining the purpose of the Camp, and will seek to fulfil the purposes of the rental agreement as outlined above by supporting the mission of the Camp in tangible ways such as the following:

1. Support in prayer, for the program, Director and staff, and the Board of the Camp.
2. Financial support, through donations, as part of their personal stewardship program.
3. Assistance through volunteer help, in any of a variety of ways, such as Board or committee service, maintenance work, construction, food services, etc.
4. Attendance at and participation in worship.
5. Participation in the Camp Programs.
6. Encouragement for others to participate in Camp Programs.
7. General promotion of the Camp in their own congregation, and at all appropriate occasions.

In addition to the above, the renter acknowledges that they understand and agree that the maintenance of these purposes is of primary importance in this agreement. It is understood and agreed that if the renter is no longer able or willing to support or maintain the purposes of the agreement, that the renter will voluntarily remove their property, recreation vehicle, mobile home, storage shed, deck and any other improvement from the property. Similarly, the renter recognizes the tenuous nature of this lease, which is contingent upon the lessee remaining a supporter of the purposes of the Camp. The renter understands that they have no ability to transfer this agreement to others, including members of their own family. The granting of this lease is therefore considered to be the granting of a temporary privilege to the renter, and carries with it no long term rights for the renter, or obligations by the owner, other than a commitment to continue to rent the lot as long as the purposes of the agreement as outlined above, are being fulfilled.

Annual Rental Agreement: The annual rental rate for a rented campsite is as follows:

- Basic rent \$1450
- Utilities allowance \$ 225 for consumption costs, water, sewer and electricity
- Infrastructure allowance \$ 100 for campground maintenance, upgrades, expansions, etc.
- District of Lakeland licence fee \$ 425 passed along to the District as a form of taxation
- Total Rental costs **\$2200**

Payment is due on or before May 1, 2020. A new agreement is required for each subsequent year. Upon expiry of this agreement, the renter shall apply for a new agreement, or vacate the area, or be subject to daily rental rates, or removal of the unit by Kinasao with costs being assigned to the renter.

THE OWNER AND RENTER AGREE AS FOLLOWS:

1. The lessee shall be a member of Kinasao as identified in Kinasao's Constitution and Bylaws.
2. This rental agreement is not transferable, nor assignable. The renter does not have the right to sell their property on the lot to a third party or transfer it to their family with the assumption that the owner will rent the lot to the recipient of that property. If demand for annual rental lots exceeds supply, Kinasao will maintain a waiting list to determine who will be permitted to rent this lot in future years rather than someone selected by the renter.
3. This rental agreement will be renewable from year to year provided the owner is satisfied that the objectives of the preamble to this agreement are being maintained by the renter. This renewable feature is to encourage the development of a supportive Kinasao campground community, consistent with the preamble objectives.
4. The renter shall not assume "ownership rights" of any land area within the campground. There are property lines to define the rented area and the renter may improve their site only within the property markers. Cooperation with other renters is important and respect for common use of the facility is essential.
5. The renter will use the land for the use of one camping unit only, and shall not permit the same to be used for any other purpose whatsoever, nor in any manner inconsistent with the intended use of the campground, and shall not be a nuisance, annoyance, or inconvenience to the other occupants of the campground.
6. The rental area may not be expanded, and the renter shall not cut down or remove any trees, seedlings or saplings growing upon the property, without first having obtained permission from the owner.
7. The renter shall keep the area neat, safe and sanitary. The renter must abide by all Kinasao campground policies.
8. The renter shall not erect any permanent fixtures, fences, decks, or other such devices. A removable deck area may be constructed to a maximum size allowed by District of Lakeland bylaw. A storage shed not larger than 100 sq. ft., may be erected, preferably behind the trailer on the annual trailer lot, upon approval of submitted plans to the Campground Host and Camp Executive Director and with the appropriate development and building permits as required by the District of Lakeland. For greater clarity on questions of permanence or removability, the renter's fixtures shall be removable, without trace, from the site within a 24 hour time period.
9. The renter shall not use the area for any camping unit in excess of 35 feet in length, unless permission is granted by Kinasao. The renter shall not maintain more automobiles than can be accommodated by the gravelled surface of the site (excluding adjacent roadways). Boats and trailers must be parked in a designated stall in the RV and Trailer Parking Lot.
10. The renter shall dispose of all garbage, ashes and other refuse in containers provided in the campground and at the rear of the Kinasao retreat centre.
11. The renter shall be permitted to connect to the sewer, electrical and water services provided in the campground. Kinasao will provide a sewer connection, water hose bib and a 30 AMP single phase plug in to each site, and will pay all consumption costs. The renter will provide all temporary connections.
12. The renter will use reasonable judgement in the use of such water and electrical services, to minimize consumption costs, and not to exceed the capacity of the systems provided.
13. The renter together with all other renters collectively may make use of 200 feet along the lake front area directly north of the cabins (#24), for waterfront activities, including swimming and boating. The beach area north of this area is designated as camp program area, and shall not be used. Boats may be temporarily tied up in this area to the designated daily marina boat slip during day use, or an annual slip may be leased. Non-motorized watercraft must be stored, at your own risk, on the racks provided.

14. The renter recognizes that the campground forms part of a Christian ministry camp and agrees that the conduct of persons using the area shall at all times be in accordance with the preamble to this agreement. As this is a Lutheran Church Camp catering to children, young adults and families, the use of alcohol and tobacco is discouraged in all areas and is prohibited in the program area. (This area includes the bath house area, the hot tub, the picnic shelter, the Retreat Centre, Chapel, Genesis, cabins provided for camper use, the beach and recreation areas.)
15. The renter shall be solely responsible for the actions and conduct of all persons on the rental area. The renter shall refrain from use of all areas of the Camp used for program, during the program times.
16. The renter agrees that Kinasao shall not be liable to the renter or to any other person for any claim, demand, damages or rights or causes of action, whatsoever, arising out of or incident to, or in any manner connected with, or directly or indirectly caused by this agreement, or caused by or resulting from or incident to the use and occupancy of the rental area, and the renter further agrees and is obligated to keep harmless and to indemnify Kinasao against any and all claims, liabilities, demands, damages or rights or causes of action whatever made or asserted by anyone arising out of or incident to this agreement or the use or occupancy of the rental area.
17. The renter will pay the rent to Kinasao as outlined herein.
18. If anyone has a concern with violation of any of these conditions on any lot, they may submit a confidential statement of concern to Kinasao, who will investigate and mandate correction if Kinasao agrees with the concern.

*** NOTE: There are restrictions on the development of this site due to its location and/or size. Any development or improvement must be approved by the campground host prior to any work being done.

The electronic date and time stamp as well as the "electronic signature"/name indicating your agreement to these terms on the submitted 2020 Annual Campsite Renewal Form are proof of agreement to this document by both parties.

Appendix:

Rules and Regulations for the Kinasao Campground

- Quiet time is from 11:00 PM through 8:00 AM.
- Only one camping unit is allowed per site. One small tent for dependent children may be allowed with approval from the campground host. Camping units must conform to the unit type and lengths outlined per site on the reservation information.
- A limit of six people per campsite is allowed, unless campers are members of the same immediate family.
- The campground and campsites may only be used for their intended purpose and all visitors shall not act in any way in which they are a nuisance, annoyance or inconvenience to other occupants of the campground or the camp.

The renter recognizes that the campground forms part of a Christian ministry camp and agrees that the conduct of persons using the area shall at all times be in accordance with Christian principles, morals and philosophy. As this is a Lutheran Church Camp catering to children, young adults and families, the use of alcohol, tobacco and cannabis is discouraged in all areas, at all times. Although alcohol and tobacco are permitted within the campsites themselves, they are **prohibited in the public areas of the campground and the Kinasao program area.** (The program area includes the Campground bath house area, hot tub and picnic shelter, Retreat Centre, Dining Shelter, Chapel, Genesis, cabins provided for camper use, the beach, and recreation areas.) The use of cannabis is only permitted inside the confines your RV. It is not permitted outdoors.

- Campground occupants shall refrain from using all areas of Camp Kinasao used for camp programs, during the program times. Campground guests may use the southern 40 feet of the lower playing field for beach access. Campground guests may make use of the 200 feet along the lake front area directly north of the privately owned cabins, for waterfront activities, including swimming and boating. Boats may be temporarily tied up to the designated daily use marina slip during day time use. All pets must be on a leash at the waterfront. There is no lifeguard on duty. The beach area north of this area is designated as camp program area, and shall not be used by campground residents.
- Fires are only allowed in the provided fire pits within each campsite. Please keep fires small. Small fires conserve firewood and reduce the risk of forest and grass fires. Firewood is provided and the cost is included in the camping fees.
- All garbage, ashes and other refuse must be disposed of in the containers provided in the campground or in the large dumpster located behind Kinasao Centre. All sewage and liquid waste must be disposed of through the sewage system. A sewage dumping station is located at the bath house.
- All camping units and vehicles must be licensed and kept on roadways or parking lots or within the campsite itself. Only one vehicle is allowed per campsite at any one time. All watercraft must be parked in the designated parking lot which has sites available for daily or annual fees. Please contact the camp office if you would like to lease a parking spot for the season.
- Be considerate of your neighbours regarding pet litter and barking dogs. Pets MUST be kept leashed, attended and controlled at ALL TIMES. Pet litter must be cleaned up.

- Wildlife is present in and around the campground. Please DO NOT feed any wildlife and always maintain and leave a clean site.
- Do not damage, destroy or remove any trees, seedlings or other vegetation within the campground or Kinasao property. Please respect the facilities, signs and amenities and report any damages to the campground host immediately.
- Campers are requested to use reasonable judgement in the use of water and electrical services, to minimize consumption costs, and not to exceed the capacity of the systems provided. Kinasao may restrict the use of power within the campground, specifically the use of air conditioners, depending upon the number of campers and the draw on power. Please respect the posted restrictions or the request of the campground host, should this be necessary.
- Activities and events for campground guest may be provided periodically. These are strictly optional events and will be posted on the Kiosk by the campground bath house. Any associated costs will be listed.
- A Cleanup/Damage fee of \$50.00 will be charged for any site left with garbage, pet litter or damages upon departure.
- No permanent structures such as sheds or wooden decks may be erected on any daily rental or seasonal rental site, and mats or carpets may not be placed on any lawn or grassed areas. (This is allowed on our Annual sites, which is why some sites appear more 'permanent'.)
- The site may not be altered in shape, size or design by any means (if changes are required, you must contact the campground host or camp director who will consider the request).
- All seasonal sites may not be sublet to a third party. You are free to let others, such as family and friends, use your camping unit in your site, but you are not allowed to remove your camping unit to allow another party to bring another in in its place. All those who use your site are bound by the same rules and regulations listed above.
- Campground occupants agree that the owner, Kinasao Lutheran Bible Camp, shall not be liable to the renter or to any other person for any claim, demand, damages or rights or causes of action, whatsoever, arising out of or incident to, or in any manner connected with, or directly or indirectly caused by this agreement, or caused by or resulting from or incident to the use and occupancy of the rental area, and the renter further agrees and is obligated to keep harmless and to indemnify the owner against any and all claims, liabilities, demands, damages or rights or causes of action whatever made or asserted by anyone arising out of or incident to this agreement or the use or occupancy of the rental area.
- Annual and Seasonal Site Cancellation policy: You may cancel this agreement any time prior to April 15 and receive a full refund. If cancelled after April 15, a refund will only be given if the site is leased to another party, at which time the portion of the season paid for by the new renter will be paid back to you. If this agreement is terminated by Kinasao due to failure to comply with the rules outlined above, no refund will be given. If terminated by Kinasao for any other reason, a full refund or a refund for the remaining portion of the season will be made.