

Lone Prairie Camp Rental Agreement

THIS RENTAL AGREEMENT made as of March 4, 2021

BETWEEN:

LONE PRAIRIE CAMP LTD.

a body corporate having an office in

the Province of Alberta

(the "LPC")

- and -

(the "Renter")

BACKGROUND:

A. LPC currently leases the land and operates the camp more commonly known as Lone Prairie Camp and is responsible for the buildings and maintenance located at the Camp (as described below). As lessor of the land to LPC, the Baptist General Conference in Alberta (the "BGCA") has no day-to-day responsibility for, or control over, the condition of the land, the activities conducted on the land or persons allowed to enter the land comprising Lone Prairie Camp.

B. The Renter has agreed to rent the Camp for the term, at the rental rates and subject to the terms, covenants, conditions and agreements contained in this Rental Agreement;

NOW THEREFORE THIS AGREEMENT WITNESSES that in consideration of the rents, covenants and agreements in this Rental Agreement reserved and contained on the part of the Renters to be paid, observed and performed, LPC agrees to rent the Camp as defined below.

1. LOCATION

In this Rental Agreement, the term "Camp" means and includes:

- (a) the camp is located on land legally described as MERIDIAN 4 RANGE 22 TOWNSHIP 43 SECTION 35 (the "Lands"); and
- (b) all buildings and equipment located on the Lands as more specifically described within this Agreement

2. DEPOSIT

- (a) The Renter will provide a deposit in the amount as stated on the Invoice, Schedule "A" (the "Deposit").
- (b) The Deposit shall be used to secure the term, as described in Section 3, on behalf of the Renter.
- (c) **The Renter agrees and understands that they have Seventy Two (72) hours in which to cancel this Agreement following the date of this Agreement without default. Should the Renter**



cancel this Agreement after the Seventy Two (72) hours they understand and agree that they will forfeit the Deposit.

Initial

Renter's Initials

- (d) The Deposit shall be held by LPC without interest.
- (e) The Deposit shall be applied to any unpaid Rent as under this Agreement.
- (f) The Deposit may be applied, to the cost of replacement or repair of any buildings or equipment located within the Camp that has been damaged or destroyed by the Renter or any parties associated with the Renter.

3. TERM

The term of the Agreement shall begin at on (the "Arrival Time") and shall end at on (the "Departure Time").

4. RENT

- (a) The Rental Rates, as more fully described in Schedule "B" (the "Rental Rates"), will be, paid within thirty days of the Arrival Time. The Rental Rates and any rent described in this Agreement is expressed exclusive of Goods and Services Tax ("G.S.T.").
- (b) All rent and other payments will be made in lawful money of Canada.

5. LPC COVENANTS

- (a) LPC agrees to provide, as part of this Agreement the use of the buildings, kitchen and equipment as further described within this Agreement.
- (b) LPC will provide for the cost of the electricity, gas, water and wood for campfires and LPC woodstoves and fireplaces.
- (c) LPC will provide the use of all permanent play and sports equipment located at the Camp, as per the Invoice and Rental Rates, outlined in Schedule "A" and "B" respectively.

6. RULES AND REGULATIONS

The Renter will observe, and cause its employees, invitees and all others over whom the Renter can reasonably be expected to exercise control to observe the Rules and Regulations, attached as Schedule "C", that from time to time may be made by LPC, acting reasonably. All such rules and regulations will be deemed to be incorporated into and form part of this Agreement. For the enforcement of such rules and regulations, LPC will have available to it all remedies in this Agreement provided for a breach thereof and all legal remedies whether or not provided for in this Agreement, both at law and in equity. The Renter further acknowledges that they will be responsible for all costs, including legal costs incurred by LPC, on a solicitor and his/her own client full indemnity basis, as required to repair or replace any damage caused by the Renter, their employees, agents, or anyone under their care and control, during the Term of this Agreement and including the costs incurred by LPC may incur to enforce the Rules and Regulations.

7. INDEMNITY OF LANDLORD

- (a) The Renter agrees to defend, indemnify and save harmless LPC, the BGCA, and each of their respective employees, volunteers, directors, officers, agents, consultants, successors, insurers, assigns and subsidiaries



in respect of all claims for bodily injury or death, property damage or other loss or damage arising howsoever out of the use or occupation of the Camp or from the conduct of any act or omission of the Renter or any assignee, successor, employee, invitee, or patron of the Renter, and in respect of all costs, expenses and liabilities incurred by LPC and/or the BGCA in connection with or arising out of all such claims, including the expenses of any action or proceeding pertaining thereto, and in respect of any loss, cost, expense or damage suffered or incurred by LPC and/or the BGCA arising from any breach or non-performance by the Renter. The Renter's obligation to observe or perform this covenant will survive the expiration or other termination of the Term of this Agreement.

(b) The Renter also understands and is aware that the Camp is located in a rural wilderness location and as such natural occurrences (such as lightning, high winds, rainstorms, tree falling and flash floods) and wildlife can be unpredictable and dangerous.

(c) The Renter understands and agrees that the LPC and the BGCA have no control over natural occurrences. The Renter understands and agrees that LPC will not be required to reimburse or refund any portion of the Rental Fees or Deposit for failure to perform its obligations if such failure is as a result of causes beyond its reasonable control, including but not limited to Acts of God (including pandemics, fire, flood, earthquake, storm, hurricane or other natural disaster), war, strikes or labor disputes, government orders, or any other *force majeure* event.

8. INCLEMENT WEATHER

(a) If there is no major access road (ie from Edmonton this would include via highway 2, 2A and 21) without any sections of red road conditions according to the AMA road report (<http://www.amaroadreports.ca/>), LPC will (at the Renter's request) work with the Renter to reschedule the event. If the parties are unable to reschedule, LPC will fully refund the accommodation portion of the Invoice (Schedule 'A').

(b) Due to safety concerns, LPC cannot run high ropes activities (eg. zipline & climbing wall) nor water activities (eg. canoeing, paddle-boating, boating & tubing) for 30 minutes after thunder is heard. Other conditions such as high winds, intense precipitation or extreme temperatures may also present safety concerns that necessitate activities being cancelled. LPC will provide a 50% refund of the program activity portion of the invoice (Schedule 'A') if they are cancelled due to inclement weather and LPC is unable to reschedule.

(c) In light of sunk costs and potentially having turned down other rental groups, if LPC is able to run the program activities but the Renter still requests they be cancelled, such requests may be accepted at the sole discretion of the LPC Camp Director.

9. NO LIABILITY

The Renter covenants and agrees that LPC and the BGCA, and each of their respective directors, employees, will not be liable:

(a) for any bodily injury to or the death of, or loss or damage to any property belonging to the Renter or its employees, invitees, patrons or any other person on the Camp, unless resulting from the actual fault, willful act, or negligence of LPC and/or the BGCA or anyone for whom LPC and/or the BGCA is responsible; and in no event (including the actual fault or negligence of LPC and/or the BGCA) be liable for any consequential injury, loss or damage, or;

(b) for any injury or damage of any nature whatsoever to any persons or property or for any loss to the business of the Renter caused directly or indirectly by a latent or other defect in the Camp and the fixtures and equipment thereto belonging or caused by the failure by reason of a breakdown or other cause;

(c) for any act or omission (including theft, malfeasance or negligence) on the part of any agent, contractor or person from time to time employed by LPC and/or the BGCA to perform any work in or about the Camp; or



(d) for loss or damage, however caused, to money, securities, negotiable instruments, papers or other valuable property of the Renter, including any consequential loss or damage resulting therefrom;

(e) and the Renter covenants to indemnify LPC and the BGCA against and from all loss, claims and demands in respect of any such injury or loss to it or its employees, invitees, or patrons or any other person on the Camp for the purpose of attending at the Camp or in respect of any such damage to property belonging to or entrusted to the care of any of the aforementioned.

10. PROOF OF INSURANCE

(a) LPC will provide liability coverage for the program activities supervised by LPC

(b) The Renter will provide proof of insurance prior to arrival (min. \$2,000,000) for the activities supervised by the Renter in the form of documentation directly from the Renter's insurance designating "Lone Prairie Camp Ltd." and "Baptist General Conference in Alberta" as Additional Insured.

11. EVENTS OF DEFAULT

An event of default shall occur if and whenever:

(a) The Renter fails to provide full payment of the Rent;

(b) the Renter breaches or fails to observe or perform any of the covenants, agreements, provisos, conditions, rules and regulations or other obligations on the part of the Renter to be kept, observed or performed under this Agreement; or

(c) without the written consent of LPC, the Camp is used by any persons other than the Renter or its permitted invitees or for any purpose other than that for which is was rented.

12. REMEDIES

(a) Should an event of default occur while the Renter is renting the Camp, LPC, in its sole and unfettered discretion, may terminate this Rental Agreement immediately and require the Renter and its invitees to leave the Camp forthwith at the Renter's own cost and expense. Should such a termination occur, the Renter agrees to facilitate the removal of itself and its invitees in a co-operative and expeditious fashion.

(b) Should the Renter fail to provide full payment of the Rent when due, and should finance charges be subsequently levied as a result, the Renter agrees that all funds subsequently received from the Renter shall be first applied to the oldest debt owing by the Renter to LPC.

(c) The Renter agrees that all legal costs on a solicitor and his own client basis incurred by LPC to enforce any of its rights under this Rental Agreement shall be added to and form part of the Rent payable hereunder by the Renter.

13. NOTICES

All notices, will be deemed to have been properly given if personally served, sent by registered mail or certified mail (postage prepaid with return receipt requested) or by facsimile to:

LONE PRAIRIE CAMP LTD. AT:

RR 1 Ferintosh AB T0B 1M0

THE RENTER AT:

the address per the Invoice



14. ENTIRE AGREEMENT

The Renter acknowledges that there are no covenants, representations, warranties, agreements or conditions expressed or implied relating to this Agreement unless as expressly set out in this Agreement. This Agreement may not be modified except by an agreement in writing executed by LPC and the Renter.

This Agreement also includes the Invoice (Schedule "A"), the Rental Rates (Schedule "B") and the Rules and Regulations (Schedule "C").

15. GOVERNING LAW, COVENANTS, SEVERABILITY

This Agreement will be governed by and construed in accordance with the laws of the Province of Alberta. LPC and the Renter agree that all of the provisions of this Agreement are to be construed as covenants and agreements as though the words importing such covenants and agreements were used in each separate section hereof. Should any provision or provisions of this Agreement be illegal or not enforceable, it or they will be considered separate and severable from the Agreement and its remaining provisions will remain in force and be binding upon the parties hereto as though the said provision or provisions had never been included.

16. HEADINGS, CAPTIONS

The headings and captions appearing in this Lease have been inserted for convenience of reference only and in no way define, limit or enlarge the scope or meaning of this Agreement or of any provision hereof.

17. INTERPRETATION

In this Agreement, words importing the singular number only will include the plural and *vice versa*, words importing one gender will include all genders and words importing persons will include individuals, corporations, partnerships, associations, trusts, unincorporated organizations, governmental bodies and other legal or business entities of any kind whatsoever. All covenants of the Renter will be joint and several.



SCHEDULE "C"

RULES AND REGULATIONS

1. Vehicles may not be driven past the parking lot.
2. The kitchen washing machines are for kitchen needs only and may not be used by the Renters for any other purpose without the written permission of LPC.
3. To help maintain the septic system, only liquid detergent may be used in laundry machines, any chemicals ending up down drains must be septic system safe & only toilette paper may be flushed down toilettes. To help prevent vital breakers from flipping, the Renter may not draw power from septic outlets.
4. As a Christian organization, LPC is not only committed to providing a safe environment for our guests, but also to advancing the tenets of the faith, including those that pertain to intoxication. To that end, no alcohol, unprescribed cannabis (including edibles) or illegal drugs are allowed on the property. The Renter acknowledges and agrees that the violation of this clause shall constitute a substantial breach under the terms of this Rental Agreement which shall permit the Landlord to terminate the tenancy pursuant to section 21 of the Residential Tenancies Act.
5. Concerning the use of prescribed cannabis, any prescription and matching photo ID would have to be provided to Lone Prairie Camp before the beginning of the rental. Prescribed cannabis must be kept secure during the rental in such a way as to ensure it is not accidentally consumed by a minor. If smoked or inhaled, it is to be smoked or inhaled off LPC property in order to ensure the safety and comfort of our other guests and staff.
6. Use of tobacco products (including vaping) will be restricted to designated low traffic areas with proper disposal units. All cigarettes must be extinguished thoroughly and disposed of appropriately. Incense may not be used in any of the buildings.
7. Pets will not be allowed on property without advance written permission at the sole discretion of the Camp Director. If written permission is granted, pets may not enter any of the buildings and must be cleaned up after.
8. Renters shall be held responsible and shall reimburse Lone Prairie Camp for all breakage and damage to the facilities or equipment beyond reasonable wear and depreciation - if the damage exceeds the amount of their damage deposit, then appropriate steps for reimbursement must be taken.
9. The Renter will not do anything or permit anything to be done in or about the Camp that will be deemed a nuisance or which will be in contravention of any law or which will cause annoyance to LPC or to the occupiers of surrounding properties, nor use or permit to be used any part of the Camp for any dangerous, noxious or offensive trade or business, nor permit the Camp to be used for any purpose other than the use specifically intended.
10. The Renter will not place, leave or permit or suffer to be placed, left in or upon the Camp any debris, refuse, or hazardous substance of any kind and will at all times during the Term, keep the Camp free and clear of all waste paper and other substances which would be a nuisance or liable to occasion fire and will cause all dirt, rubbish, garbage and refuse matter on or about the Camp to be carefully collected and promptly disposed of in a manner satisfactory to the LPC, as per the cleanup checklist. Failure to do so may result in a deduction from their Deposit.
11. The Renter will not suffer or permit any part of the Camp to be used or occupied by any persons other than the Tenant, and its duly authorized agents, employees, invitees, or patrons.
12. The Renter agrees to not arrive at the Camp prior to the Arrival Time.
13. Recognizing that the facilities may be needed for other groups or events, the Renter agrees to depart the Camp by the Departure Time. Renters who remain on the Camp Lands after the Departure Time may be subject to additional costs, as per the Rental Rates, as described in Section 5.



RENTAL CLEANUP CHECKLIST

The Renter is responsible for any mid-rental cleaning unless prior arrangement has been made with the LPC Camp Director. Please inform LPC staff if any items need refilling (such as toilette paper, paper towel, soap, etc) and/or if access to cleaning supplies is needed. The rented facilities will be left in a comparable manner to how they were prior to the rental.

The Renter will be responsible for:

- Collecting and properly disposing of all generated garbage from the grounds and inside buildings (See 'Schedule C - Rules and Regulations') and small white garbage cans should be emptied. This includes but is not limited to:
 - Under beds
 - Between bedframes & mattresses
 - Cabin block storage rooms
 - Bathroom floors
 - Bathroom storage room
 - Around Dinning Hall Freezers
 - Under kitchen island (if rented)
 - Kitchen entrance/storage room (if rented)
- Vacuuming carpeted areas
- Sweeping uncarpeted areas
- A quick, initial mop if excessive mud has been tracked into a given building
- A quick, initial cleaning of any mirrors covered with toothpaste, erasable marker, etc.
- Thorough cleaning of kitchen (if rented) including but not limited to:
 - Wiping down counters
 - Washing & sanitizing all dishes, cutlery, pots, etc. Please ask for instruction regarding use of sanitizer.
 - Sweeping kitchen, entrance/storage room, walk-in cooler
 - Wiping down inside of microwave
 - Rinsing all sinks
 - Removing all perishable foods
 - Emptying green compost bin(s)
 - Cleaning oven, stove & grill. Please ask for instructions regarding grill.
 - Kitchen bathroom cleaning (floor, sink, counter & toilette)

Lone Prairie Camp will be responsible for:

- Routine mopping of all areas
- Mirrors (in cabins, bathroom, kitchen, etc)
- Emptying large garbage cans & recycling cans
- Routine bathroom cleaning (toilettes, sinks, counters)
- Kitchen cleaning (if providing food services)



IN WITNESS WHEREOF the Landlord and Tenant have executed this Lease as of the day and year shown on the first page of this Lease.

On Behalf of

Lone Prairie Camp Ltd.

X



Signature Certificate

Document name: Lone Prairie Camp Rental Agreement

Unique Document ID: 2D99EB6176ED2B993C009606BEABC41AF0237755



Timestamp

August 30, 2019 12:34 pm MST

Audit

Lone Prairie Camp Rental Agreement Uploaded by Andrew Dreger - info@loneprairiecamp.com IP 68.149.136.16



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