

Rubber Ducky Resort and Campground Ltd
Box 165 Warren, MB R0C 3E0 Ph:204-322-5286 fax:204-322-5382
www.rubberduckyresort.com
Rules and Regulations
Welcome!!

We appreciate your patronage and shall try in every friendly, reasonable way to make your stay at Rubber Ducky Resort both pleasant and comfortable. This property is privately owned and the Management makes and enforces the Rules and Regulations. As used in these regulations, the term "Management" designates the owner or manager or other agent of the owner; the term "Resident" shall be used to mean and include the persons leasing the site from the park, their families and guests where applicable; the term "RV" shall be used to describe the recreational vehicle or camping unit that will be parked on the leased site.

Rubber Ducky Resort is a Family Recreational Vehicle Resort designed for the enjoyment of those who wish to maintain healthy, active minds and bodies; where Residents are leasing an atmosphere and a way of life as much as physical property. These extensive facilities and activities are possible only in a park of high density occupancy. In order to maintain the desired high quality of life, certain Terms & Conditions have been adopted. Rubber Ducky Resort and Campground Ltd wants to maintain a neat and orderly appearance and operate a park which allows each resident the maximum freedom possible without interfering with the rights and enjoyment of others. The following Terms & Conditions are established as a condition of occupancy. When in doubt about specific Rules please, "ASK".

Seasonal Agreement: The seasonal agreement allows 6 months camping from April 15 to October 15 and 6 months storage from October 15 to April 15. The Seasonal Agreement is renewable every year and in all instances, the Seasonal Rate shall be payable on the anniversary date at the Office without prior notice or demand and payment forwarded by mail shall be deemed unpaid until it is received by Management. The resident must provide 30 days notice if they do not intend to renew this agreement. Failure to provide notice may result in charges deducted from damage deposits. Management reserves the right to refuse the renewal of a seasonal agreement.

The Seasonal Rate may be paid by cash, cheque Interac, Etransfer, Visa or Mastercard. \$20 will be charged for any NSF cheques, and the Seasonal Rate will be considered unpaid until the balance has been paid. Management may at the anniversary date, increase the Seasonal Rate to compensate Management for increases in Management's costs of insurance, taxes, salaries, contracted services and utility rate increases. Payment of the seasonal rate constitutes acceptance of this agreement, current copy posted on RubberDuckyResort.com.

Late charges: A late payment fee of up to \$50 per week will be charged for past due accounts. Non compliance may result in your eviction and seizure of all merchandise and materials on the campsite. The resident will be responsible for any moving and storage costs incurred. Failure to provide payment in prompt manner may result in a non renewal of the seasonal agreement.

Security for Rental: Failure on the part of the Resident to pay the Seasonal Rate as specified under this agreement shall entitle the Management to seize all merchandise, materials and belongings on the campsite and to retain the same as security for any unpaid Seasonal Rate or storage fees owing. Such fees shall be deducted from the damage deposit. Upon expiration of 14 days after such seizure any items left on the campsite shall become property of Rubber Ducky Resort and Campground Ltd, the management shall have the right to dispose of same without notice to the Resident in such a manner as the Management, in its absolute discretion, deems appropriate whether by public or private sale.

Refunds: There will be no refunds for early departures or evictions. Refunds will be given to Residents only for certain Medical or Emergency reasons. The Seasonal Rate will be prorated using the current daily, weekly and monthly rates in effect at the time of failing to complete the term. Refund will require written proof of emergency or doctor's notice.

Winter Use: From October 15 to April 15 the camping area is closed. Residents are permitted to visit their site, however we ask that you please email or call the office prior to doing so. If you need electric power, additional charges will apply. Be prepared to walk in, some roads may be impassable. Snowmobiles are permitted but must be registered and licensed. Snowmobile riding in the resort is at your own risk.

Re: Quads, ATVs and Golf Carts (Unless authorized for maintenance use)

All quads and ATV's must exit the campground in the most direct route avoiding public roadways or areas. ie from sites along the west side of campground head out to the overflow area and off campground property. From sites along the North and East sides travel along tree line off campground property. No joy riding in the campground. Anyone operating an ATV, quad or golf cart on public roadways in campground must possess a valid driver's license, No quads or ATVs are to be started on campground property during the hours of 10pm-9am. As a courtesy to other campers we suggest that during these hours you also refrain from starting the vehicle while off campground property, but near other campers. There are restrictions on types of golf carts allowed in the campground. Inquire at the office for details. Management has the right to refuse excessively loud quads or ATVs. All golf carts must be registered with the office. Email rducky2@mts.net for registration information.

Site occupancy: Only two vehicles, one RV (tent trailer, camper truck, travel trailer, motor home), shall be allowed per campsite. The site shall be used solely for recreational purposes and occupied only by the residents and their dependents/guests. All guests are subject to the rules and regulations of the resort, the registered Resident will be held responsible and accountable for his/her guest's actions. Please notify the office if someone else will be using your site in your absence. Provide by email or drop off in person the name and date that others will be at your site. **Activity Wristbands:** Each seasonal campsite is issued 2 parking passes and 6 reusable wristbands. **Wristbands must be worn when using facilities or attending activities.** (kids 3 & under do not need wristbands) Additional parking passes or wristbands can be purchased at the office at a cost of \$25 per wristband per season; \$15 per parking pass per season. Daily visitor rates are \$4.29 per person with no pool area access; \$9.29 per person with pool area access. To receive this special seasonal rate guests must be registered by the seasonal site holder with a seasonal wristband. You are responsible for the safekeeping of the passes and wristbands. There is a replacement fee of \$25 for lost wristbands; \$15 for parking passes. Passes and wristbands are to be returned to the office if you do not renew your campsite. Charges for any unreturned wristbands will be deducted from the damage deposit.

Deck, Sheds, and Screen Rooms - Attached cabanas are not permitted. All structures on the site must be removable and management approved. Building permit applications can be obtained at the office or via email and must be completed and approved before any work

commences. Sheds or accessory structures may be no larger than 108 sq ft, at least 10 feet from other campers or structures, at least 5 feet from edge of site. The use of a screened in portable gazebo used for outdoor dining and socializing is permitted. Screen rooms must be factory canvas zip in type. Decks are not to be attached to the camper, covered or more than 1 foot off the ground.

Parking: Each site was originally provided with adequate space for one vehicle in addition to the RV. In most circumstances there is room for two vehicles. Additional vehicles should be parked in the designated parking areas. Car passes must be displayed at all times in the front window of your vehicle. Anyone parking in such a manner as to block the driveway of a neighboring site or impede the flow of traffic shall be asked to move the vehicle immediately.

Personal Injury and Property: Under no circumstances will Rubber Ducky Resort, be liable for injury to persons, including Residents and their guests or invitees or for any loss or property damage due to fire, theft or accident. Residents must determine to what extent of insurance is required to protect themselves and their guests against such a loss.

Low Noise Level: Please remember the proximity of your neighbors. Blaring radios, television sets, wind chimes, and mosquito zappers can be annoying. High level of noises, emanating from people, radios, and pets which complaints are received, will be dealt with promptly. **No excessive noise between the Hours of 11:00 pm and 7:00 am.** After 11:00 pm please keep radios and voices down. Management and/or Staff may at their own discretion ask that radios be turned off or disperse a group gathering. Call or text 204-383-0136 to report noise concerns.

Fireworks & Firecrackers: Firecrackers are **strictly forbidden**. Fireworks may be allowed for special occasions. You must have the Manager's consent prior to the shooting of any fireworks. Violators of this condition risk of being expelled from the park.

Mini Golf, Ducky Pitch N Putt, Scheduled activities, Catch and Release Fishing and Ducky Express: These activities are included as part of your seasonal rate. Wristbands must be worn when taking part in these activities. Staff/volunteers may refuse to allow train riders or mini golfers if they cannot be identified as seasonal campers.

Site Maintenance: The outside of trailers and structures must be kept clean, visually appealing, and in good physical condition. Each Resident is responsible for maintaining a neat and clean appearance of their site. Site beautification is encouraged. The clearing of trees and underbrush is strictly forbidden without prior consent from Management. (Fines will apply for unapproved removal) Upon Management approval, any trees that have to be cut down in order to make room for RVs, sheds, or decks should be replaced with the planting of another tree. If the site is not maintained and Rubber Ducky Resort must cut the grass, clean up the site or provide any other regular maintenance, additional charges will apply and may be deducted from the damage deposit. Tree branches, leaves etc are not to be placed outside of dumpsters. There is an area to the North of the Fish Pond to dispose of such items. If you choose to not renew your seasonal agreement and remove your contents from the site it must be left in good condition – any grassed areas must be reseeded as needed.

Hydro: Every site is supplied with 30 amp service. This is the power required for RVs. If breakers kick off because of an overload of appliances, the Resident will be required to reduce their power demand. Power will be turned on to each site on April 15 of each year. Power will be turned off at each site October 15. Anyone wishing to have power between October 15 and April 15 must inform Management prior to arriving to check availability. A fee of \$10-30 per day will be payable upon arrival. Tampering with park breakers, electrical service connections, or other park utility connections is strictly forbidden. Please contact the Management in case of trouble. Fridges and Freezers must be placed in an enclosed structure away from the direct heat of the sun. Residents who have an operating **fridge or freezer outside of an enclosed structure will be charged an additional \$25.00 per season.** Air condition units, heaters and patio lights on timers should be turned off when you are away. Please turn patio lights off before retiring for the night. Management asks for your cooperation with these above regulations in order to conserve energy and keep electrical costs down.

Selling: The selling of all RV's on site must be approved by Management. Any outstanding balance must be paid before Management will approve a sale. Seasonal agreements will be transferred to new owners with a \$125 transfer fee. Management reserves the right to accept or refuse any sale. Please contact the office before selling for more details. Confirmation of the sale and contact information for the purchaser must be sent to the Office prior to the transfer being completed. Email to rubberduckyresort.com

Purchasing Rental Agreement and Site Contents: When purchasing a Seasonal Agreement and existing contents on a Site at Rubber Ducky Resort and Campground Ltd, the purchaser is buying the right to the Seasonal Agreement and the contents only, not the Site. All Seasonal Sites are leased with an annual renewal. The prospective new Seasonal Resident must be approved by Management, review, understand and agree to the Seasonal Terms & Conditions by signing Rubber Ducky Resort and Campground Ltd's Seasonal Agreement. Please confirm with Management that the seller has obtained approval to sell and that the Seasonal Rate, and any other outstanding balance have been paid in full. Delinquent rents or outstanding balances will become the responsibility of the new owner. PLEASE NOTE: Management retains the right to accept or refuse a purchase. A \$125 fee is payable to transfer the seasonal agreement. The purchaser will be responsible for the damage deposit. Confirmation of the sale from the seller and contact information for the purchaser must be sent to the Office prior to the transfer being completed. Email to rubberduckyresort.com

Insurance: All campers located at Rubber Ducky Resort and Campground must have valid insurance through MPIC. License plates and stickers should be visible and a proof of insurance will be required before a renewal is processed.

Please inform us immediately of any phone, address or email changes (including off-season). Notices are sent by email. If you are not receiving any email notices please confirm your email with the address.

Rubber Ducky Resort and Campground Ltd reserves the right to enter & inspect campsites at any time. Management may give a permanent eviction for any infraction/s of this Policy. The Resident will be given 7 days from the day of notice to remove all possessions. In the 7 day period, owners will inspect the site and assess any damages. All monies owed must be paid in full before belongings can be removed. Any possessions left after 7 days will be stored for 14 days at Resident's risk and expense, and released upon payment of storage fees and damages fees. After 14 days, all possessions become the property of Rubber Ducky Resort and Campground Ltd. No refund or compensation with any eviction.

General Campground Rules

- Damage to or defacing of property will result in financial penalty and/or eviction from the Campground

- Glass containers are not permitted outside of your campsite or room. NO GLASS IN POOL AREA

- Children and Youth: Rubber Ducky is a family resort which welcomes children of all ages. Children and youth under the age of 18 are permitted on the property with adequate adult supervision only. Campers are responsible for the care and actions of their children and youth or any child and youth left in their care at all times. Uncontrolled destructive children or youth will not be tolerated by the management and may result in their being banned from the park or in your eviction. Children under the age of 12 must be accompanied by an adult when in the pool area or playing near the ponds. Children without adequate supervision may be asked to leave the area. All

children and youth under the age of 18 must be at their designated campsite/motel unit or be accompanied by an adult after 11:00 pm. Those in violation of this rule will be returned to the care of the adults in charge of supervision.

- Our ducks are our campground greeters. Please treat them with respect. Supervise your children and dogs near our friends. (ducks)

- Pets: Pets are welcome. Dogs must be on a leash at all time. Owners are responsible for cleaning up after their pets including in tree line areas behind campsites. No pets are permitted in the pool area. Barking dogs or those, of which complaints are received, will be dealt with promptly. Campers who cannot contain their dogs from disturbing others or dogs that the Manager deems as dangerous to the wellbeing of other Residents, will be asked to remove their pets from the Resort.

- All garbage must be bagged and placed in garbage in dumpster. Please do not litter. Dumpsters are provided for campground garbage only, bringing garbage to the garbage and disposing of it in Rubber Ducky's dumpsters is not permitted.

- Laundry: Please promptly remove your laundry so others may use the equipment. Leaving laundry in the laundry area unattended is not recommended, and is at your own risk of loss or damage. Do not dry shoes, sandals, or clothing with heavy or sharp objects in the dryers.

- Tenant's campsite numbers will be released to anyone who requests it unless management is informed not to give this information out by the registrant. Any personal information supplied to us is for our own records and shall be retained only as long as necessary. It is Rubber Ducky policy to not disclose any customer personal information to a 3rd party and is securely disposed of when no longer required.

- Visitors: Please have all visitors stop at the office to register upon arrival. Visitors must purchase a visitor day pass. Any visitors without wristbands may be asked to leave the campground. The registered siteholder is responsible for the actions of their visitors.

- Alcohol: Alcohol is permitted on the grounds; however Rubber Ducky Resort is a family resort and therefore we ask all our Residents and Guests to drink responsibly. Drunken, disruptive, and disorderly behavior will not be tolerated at anytime. Minors under the age of 18 are not permitted to consume alcohol in the park in accordance with government regulations. Non compliance may result in your eviction from the park.

- Marijuana use is not permitted in public areas of the campground

- Rec Building – no pets allowed. No smoking permitted.

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- Fires are allowed in fire pits only. Do not leave garbage in firepits upon departure. Firepits are not to be moved.

- We are not responsible for accidents, break-ins, thefts, or losses. Vandalism, as well as disorderly, illegal, abusive, hazardous or offensive conduct and/or language is prohibited. Rubber Ducky Management has a zero tolerance for any violent behaviour. Anyone exhibiting this behaviour will face immediate eviction and the involvement of law enforcement. You are responsible for the behaviour of anyone (visitors, campers) visiting your campsite. All visitors are bound by campground rules

- Amenities/Facilities: Please remember that all amenities are on a seasonal, weather dependent schedule. Limited operation of facilities and services may be available in the spring and fall. We reserve the right to close any facilities due to weather conditions or for Health and Safety reason without prior notice.

- No refunds for early departure.

BE AWARE THAT THE RECREATIONAL FACILITIES, POOLS, HOT TUBS, BUMPER BOATS, ETC., INVOLVES MANY INHERENT RISKS, INCLUDING BUT NOT LIMITED TO CHANGING WEATHER CONDITIONS, EQUIPMENT FAILURE, COLLISION WITH OBJECTS/PEOPLE AND FAILURE TO USE FACILITIES IN A SAFE AND PRUDENT MANNER, WITHIN ONES ABILITIES, MAY CAUSE INJURY OR DEATH. ALL GUESTS AND VISITORS USING RUBBER DUCKY RESORT AND CAMPGROUND FACILITIES DO SO AT THEIR OWN RISK.

Notice to guest:

This property is privately owned. The camper accepts camping privileges with the understanding that he does hereby release the Campground, its officers and employees of all liabilities for all loss or damage to property and injury to his person arising out of this use of its camping facilities, and agrees to indemnify the campground, its officers and employees, against claims resulting from loss or damage to property or injury to the person of any member of the family or guest of the registered camper arising out of the use of the camping facilities. I agree that photos of myself and my guests may appear on certain advertising/promotional material relating to Rubber Ducky Resort and Campground.

The Management

I have read and agree to comply with all of the Campground rules and regulations including any updates or changes that may occur during this agreement period. A current copy of available to view on the website, [www. Rubberduckyresort.com](http://www.Rubberduckyresort.com) or by request at the Office.

Guest's Signature _____
Staff Initial _____

Guest Name _____