

2017 COTTAGE OWNER RENTAL AGREEMENT



Owner Name: _____ Site #: _____
 Owner Contact Tel #: _____
 Guest Name: _____ Tel #: _____
 Address: _____
 City: _____ Prov/State: _____
 Country: _____ Postal/Zip Code: _____
 Email: _____

The cottage owner authorizes the guest to occupy their cottage for the following dates:

Arrival: MMDDYYYY Departure: MMDDYYYY

Number of vehicles

Number of registered guests

* Please note: there cannot be more than 6 people (including children) per cottage.

**** NEW FOR 2017 ****

KEYS TO THE COTTAGE MUST BE EXCHANGED OR ARRANGED BETWEEN THE VACATION COTTAGE OWNER AND THE GUEST. KEYS TO THE COTTAGE CANNOT BE DISTRIBUTED FROM OR RETURNED TO THE WELCOME CENTRE. WE RECOMMEND A LOCK BOX AT THE UNIT, OR PERHAPS AN ELECTRONIC DEADBOLT.

VISITOR PASSES

To the Guest: Visitor passes are required in order to have friends or family visit you while on vacation at Sherkston Shores. Your visitors will be charged a Park Entry Fee unless Sherkston Issued Visitor Passes are provided by the Cottage Owner.

Visitor Passes are to be supplied by the Cottage Owner.

Number of visitor passes supplied.

Visitor Passes are the guest's responsibility.

FUNPLEX PASSES

To the Guest: FunPlex Passes are needed in order to enjoy Sherkston's pools, hot tubs, waterslides, splash pad and entertainment facility. You will need to purchase these passes unless they are provided by the Cottage Owner.

Please check one of the following:

FunPlex Passes are to be supplied by the Cottage Owner.

Transaction Number:

FunPlex Passes are guest's responsibility

2017 FUNPLEX PASSES June 23 to Sept. 3

	3 Day	Week
Adult (13+)	\$60	\$95
Child (6-12)	\$30	\$55
Family*	\$170	\$255

*Family includes 2 adults and 2 children. Children 5 and under are free. Prices include H.S.T.

Cottage Owner:

Please ensure the completed form and payment for FunPlex Passes reaches the Welcome Centre no less than 24 hours prior to your guest's arrival date.

Forms can be emailed to sherkston@sherkston.com.

Failure to notify the resort of your private rental guests may result in the guests being denied entry to the resort.

Rental Guest:

Please present this copy to the Welcome Centre on your arrival to obtain a Resort Information Package including a resort map, park rules, mandatory vehicle tags and any passes indicated above. **All guests are subject to the rules and regulations of the resort.**

(Cottage Owner Name)

(Cottage Owner Signature)

(Site #)

(Date)

(Cottage Renter Name)

(Cottage Renter Signature)

(Site #)

(Date)

Please find rules of the resort attached, which apply to all owners & renters.



2017 Resort Rules

Resort Guests & Visitors

It is our goal at Sherkston Shores to provide services and products which enable all of our guests to enjoy family vacations in a safe, secure and enjoyable environment. These park rules are written in everyone's best interest to achieve that goal. If you are ever in doubt about any issue on the resort please do not hesitate to speak to a member of the resort management team.

GENERAL RESORT RULES

1. All resort grounds are communal and are the property of Sherkston Shores. The area of usage for a site is generally determined as the side at which the doors open, to the neighbouring site's service post. Resort management reserves the right to clarify any discrepancies. Please do not travel through sites; use designated walk-ways or roads.
2. All motor vehicles including golf carts should not exceed the 15 km/h or 9 m/h speed limit and must observe all traffic signage.
3. Noise is to be kept to an ABSOLUTE MINIMUM between 11 PM and 9 AM by all guests and/or visitors. Excessive noise at any time of day will not be tolerated. Excessive noise shall be defined as any sound that resort management deems to be causing a disturbance to other users of the resort. This rule also is extended to golf carts fitted with stereos. Car stereos should be turned down upon entering the resort and not used to provide music to the site/vacation cottage. Should there be repeat warnings of this offence, guest and/or visitor may incur monetary fines and/or face eviction from the resort.
4. All campfires and barbeques must be properly extinguished before retiring for the evening. Burning of leaves and garden waste is specifically forbidden by local by-laws. In the event of a mandatory FIRE BAN, there will be no open flame fires, charcoal BBQs, charcoal firepits, campfires, personal fireworks, chinese lanterns - City Authorities will be contacted and may result in fines according to city by-laws.
5. Trash must be disposed of in garbage compounds provided around the resort. In addition, Sherkston Shores operates a recycling policy in conjunction with the City of Port Colborne and as such, all guests/visitors are required to comply with this policy.
6. Garbage receptacles and cigarette butt-outs are provided for your convenience throughout the resort, please remember to make use of them. Littering is a finable offence (see schedule of fines) and will not be tolerated.
7. All persons using the entertainment facilities must honour the facility rules and any laws governing the operation of the facility. Use of facilities is subject to each person having a valid Amenity Pass/Sherkston wristband.
8. Entitlement to an Amenity Pass/Sherkston wristband is discretionary and may be withdrawn at any time by the resort management. Our entertainment facilities are licensed and as such outside alcohol is prohibited from all licensed areas.
9. Cliff jumping is prohibited in ALL areas of the resort.
10. Small sleeping tents are allowed from time to time and only with the approval from Sherkston Shores management, and only allowed between the hours of 8pm to 8am.
11. All persons found on the property without granted access will be removed immediately.
12. Ball games (basketball, soccer, football or road hockey etc.) are to be played in the designated areas and not between vacation cottages or roadways within the resort. Portable or permanent sports nets are strictly forbidden.
13. Anyone under the age of 18 and under must be in their home by 11pm unless accompanied by a parent or guardian over the age of 25.



2017 Resort Rules

Resort Guests & Visitors

BEACHES

1. Motor vehicles are strictly prohibited on all Sherkston Shores beaches. Launch areas are provided at both Wyldewood Beach and Elco Beach. Watercraft carriers are to be removed after launching and must be stored/parked in designated resort areas, not in communal areas.
2. Beach access is permitted by foot traffic and golf carts only.
3. For the safety of fellow beach goers, campfires and charcoal barbeques are prohibited on all of our beaches.
4. Golf cart stereos, hand held speakers and any other audio devices are to be kept within the 60-65 decibel range (= telephone ringing within 2m range).
5. Enjoyment of our beaches is for all of our guests, please refrain from claiming more than 15 ft in length areas of the beach. It is a first come, first serve basis. Belongings must not be unattended for more than a 60 minute period. Any unattended belongings will be photographed, removed and stored for pick-up at Security Office located in the Welcome Centre - 905-894-0972 x211 or 905-658-0911.
6. Glass bottles or containers are not permitted on any of our beaches.
7. Any drunken or disorderly behaviour and illegal activity including the use of illegal drugs will be reported to the Niagara Regional Police and may result in eviction from the resort.
8. Due to limited beach space, volleyball games are to be played in the designated areas provided by Sherkston Shores Management.

PETS

1. Dogs are not allowed on any beach between 8am and 8pm. Designated dog friendly areas (off-leash parks) should be used during the daytime. Be responsible pet owners and remember to pick up after your pet.
2. No animals, other than dogs and cats, may enter the resort without permission of the Resort Manager/Guest Services Manager. Dogs must be kept on a leash at all times and should not foul the public areas of the resort.
3. No dangerous dogs should be kept at the resort and any dogs deemed to be a danger by the resort will be removed. Dogs *should* be muzzled while in the resort.
4. The resort management at no time shall be liable for any damages caused by these animals under any circumstances.

GOLF CARTS

1. All Golf Carts entering the resort must be personally owned by the guest and proof of ownership must be provided. Rentals are only permitted through Birdie Golf Carts.
2. All golf carts must be registered and valid proof of \$1,000,000 public liability insurance must be provided.
3. All golf carts must be electric, with fully operating headlights and taillights. They must be in use from dusk to dawn.
4. All golf cart operators must have attained the age of 16 (sixteen) AND have a valid G driver's license. Birth certificates are NOT acceptable. Any persons found driving under the age of 16 (sixteen) or without a driver's license will be fined (see schedule of fines). Repeat offenders will be issued a trespass notice, preventing entrance to the resort for a minimum of one year.



2017 Resort Rules

Resort Guests & Visitors

5. Drivers of rented golf carts must have attained the age of 25 AND have a valid G driver's license. Additional rules will apply from Birdie Golf Carts; they must be followed at all times.
6. Glass bottles or containers are not permitted on golf carts.
7. Golf carts are classed as a Motor Vehicle under the Criminal Code of Canada and are subject to the Highway Traffic Act (a copy of the Act is available in the Welcome Centre). All golf carts must obey all traffic signs. This means stopping at stop signs and obeying one way streets and no-entry signs.
8. The safety and security of all guests, especially children, should be considered at all times in the operation of golf carts. Driving with a child in your lap or with a passenger standing are potentially dangerous and is prohibited. Such occurrences will result in fines (see schedule of fines).
9. The number of people on a golf cart is determined by the number of seats available on the cart. Standing up is not permitted. Every person must have a proper seat.

MOTOR VEHICLES & WATERCRAFT

1. All watercrafts must be registered and valid proof of \$1,000,000 public liability insurance must be provided.
2. Each site is allotted parking for no more than two vehicles. Additional motor vehicles, boats, jet skis, watercraft and their related trailers, as well as utility trailers must be parked in other designated parking and must be registered with Welcome Centre. Parking is not permitted between or next to sites.
3. No dirt bikes, dune bikes, quad bikes or other such gas powered vehicles are allowed on the resort.
4. People using motor bikes should have their bikes parked during their stay and not use them for leisure tours of the resort.
5. Absolutely no parking of trailers, watercraft or vehicles on communal areas of the park i.e. Elcan Highway, Hillside Boulevard or any other open area. Should you require an area to park, please use your allotted parking spaces located in front of your vacation cottage.

FINES

Please find all information regarding fines enclosed.

TERMS AND CONDITIONS

The Resort Management reserves the right to make additions or deletions to these Rules from time to time as it considers necessary for the general safety or proper and efficient management of the resort.

In the event of behavior likely to cause offence or damage to any other user of the Resort or the facilities, the Resort Management reserves the right to remove any offenders and/or the owner(s) from the Resort without warning.

CAUSE FOR TERMINATION OF RESERVATION/RENTAL PERIOD

Where the behavior of the guest and/or visitor is so unreasonable as to cause other occupiers of the resort to be deprived of the enjoyment of their vacation cottage/campsite, early termination of the reservation/rental period may be given by the Resort Management. Examples of activities which may be regarded as constituting a serious breach and/or unreasonable behaviour and not capable of remedy:

- i. Committing a criminal offence on the resort e.g. theft, bringing unlawful drugs or firearms onto the resort or committing any assault on another person on the resort.
- ii. Willfully causing damage to any property on the resort whether belonging to the Resort Management or any other guest or Vacation Cottages/Trailers.
- iv. Involvement in criminal activity.
- v. Habitual disregard of resort/park rules.



2017 Resort Rules

Resort Guests & Visitors - Schedule of Fines

All guests must abide to terms and conditions set out within the Terms and Conditions and are responsible for the actions of not only themselves, but assume responsibility of all guests. Below outlines fine infractions and fine amounts for punishable offenses but not limited to.

All fines will be billed directly guests account and will be billed directly to credit card on file. All monies collected under these provisions will be donated to registered Ontario charities.

INFRACTION	FINE
DISOBEYING CURFEW	\$50.00
UNDER AGE GOLF CART DRIVERS	\$200.00
ILLEGAL PARKING IN UNAUTHORIZED SPACES	\$50.00
EXCESSIVE NOISE	\$150.00
POSSESSION OF OPEN ALCOHOL IN PUBLIC	\$100.00
EXCESSIVE USE OF VULGAR LANGUAGE IN PUBLIC	\$100.00
UN-REGISTERED GOLF CART	\$50.00
PUBLIC USE OF GLASS BOTTLES & CONTAINERS	\$150.00
FAILURE TO PICK UP AFTER PET	\$50.00
PET OFF LEASH	\$50.00
LITTERING	\$50.00
VIOLATION OF RENTAL POLICIES	\$150.00
DISOBEYING RESORT ROAD SIGNS	\$50.00
DISOBEYING GOLF CART RULES (Schedule C)	\$50.00
UNSAFE DRIVING	\$50.00
CLIFF JUMPING/DIVING	\$50.00