Sportsground Event Camping Terms & Conditions

1. Definitions

1.1 When the following words are used in these Terms and Conditions, this is what they will mean:

"Terms": these terms and conditions.

"Campsite", "Property": Town of Barrhead Sportsgrounds and parking lots

"We", "Us", "Our": Town of Barrhead and Barrhead Minor Ball

"Website": www.barrheadminorball.ca

"Booking": a booking request submitted to Us via Our Website, email, phone, or in person.

"Prices": the cost of Our services as detailed in these Terms or on the Website.

"Party": a single booking, for one site, that shall contain only one RV.

2. Contract

- 2.1 These Terms and Our price list set out the entire agreement between you and the Town of Barrhead for the supply of Our services to you. Only these Terms shall apply to Our contract with you.
- 2.2 Please check that the details in these Terms and your Booking are complete and accurate before you submit your Booking.
- 2.3 By submitting a Booking you are deemed to have accepted these Terms.
- 2.4 We reserve the right to change these Terms at any time and any such changes will take effect immediately when posted on the Website, at the Campsite, or otherwise brought to your attention.
- 2.5 In addition to these Terms, you must comply with the Campsite Rules which are available below under Rules (Section 4).

3. Making a Booking

- 3.1 You can book camping for the current event via email.
- 3.2 Bookings are not transferable to another Party.
- 3.3 When making a booking you agree that you or at least one member of your Party is eighteen (18) years or over, you have the authority of all persons in your Party to book on their behalf, you accept these Terms & Conditions and you agree to be responsible for any loss or damage caused by any member of your Party.
- 3.4 Advance bookings may at times be subject to minimum stay periods. These vary by event. Please refer to the email you received or Our Website for further details with respect to this event.
- 3.5 The Campsite is to be used for event camping only.
- 3.6 If you are part of a group booking of 8 people or over, you must inform us before making a booking otherwise you may be refused entry on arrival.

4. Rules

You, together with all members of your camping Party, are required to comply with the following rules:

- 4.1 *This is private property.* We reserve the right of admission. We only accept responsible campers that are considerate to fellow campers and respectful of the park.
- 4.2 If you bring a dog, this remains your responsibility at all times, must be on a leash and not left unattended.

 Dogs are limited to a maximum of two per Party. You are responsible for any mess, which should be cleaned up and disposed of immediately using the provided waste receptacles.
- 4.3 There must be no loud or disrupting noise after 22:00 (10 pm). Municipal bylaws may result in fines for any Party found in violation of this rule.
- 4.4 Each Party may have a single RV (fifth wheel, travel trailer, motorhome) plus one tent at the same site.
- 4.5 Leave the Campsite as you found it, ie: no litter or damage. Respectful use of the Property will ensure that continued use in the future is possible.
- 4.6 Music players/radios must be kept to a reasonable volume and then switched off by 22:00 (10 pm). Any music that interferes with event activities at any time must be switched off upon request by Us.
- 4.7 No fireworks, chinese lanterns, guns or weapons of any kind are allowed on the Property.
- 4.8 Drunk, disorderly or abusive behaviour will not be tolerated. Such behaviour will result in a warning and, if it continues, may result in fines or eviction from the property. RCMP and municipal bylaw officers will be patrolling the property to ensure a safe environment is maintained for everyone.
- 4.9 We cannot accept responsibility for your possessions or any personal injury of any kind sustained while on the Property.
- 4.10 Campsites within the gated areas of the Property require reservation. Overflow areas in the parking lot will be first-come first-serve. Failure to observe the overflow restrictions in the parking lot may result in fines under municipal parking bylaws.
- 4.11 Fire pits are not allowed unless pre-approved by Property staff. Propane gas fire bowls and raised fire pits may be approved for use as long as they do not damage the grass. Barbeques are permitted if raised off the ground to protect the grass. Pre-installed, communal fire pits, if available and provided by Us, may be used by any Party. There is no firewood available on the Property. If you are approved to use a wood burning fire pit or BBQ, then you will have to provide your own firewood.
- 4.12 You are liable at all times for any fires, BBQs and other activities undertaken by any member of your Party at the Campsite. You will be responsible for any fines and/or penalties should an incident caused by a member of your Party result in an emergency response (Police, Fire, EMS).
- 4.13 While on Our Property, you and any members of your Party must not enter any buildings apart from the public washroom or public areas of the Agrena, or climb over any fences or barriers.
- 4.14 Any accidents on Our Property must be reported to the Agrena staff so We can log them in Our Accident Book and take any corrective action on the Property, if necessary.

5. Prices

- 5.1 The current event fee for overnight camping on the Property is \$25 per site, with one Party (RV) per site.
- 5.2 The prices are based on a nightly rate unless otherwise stated. Prices include all taxes.
- 5.3 Prices do not include any additional services, hookups, features and/or facilities unless expressly stated. *This is not a serviced campground.*

6. Payment

Payment must be made by cash, on site, at the time of admittance or upon demand anytime thereafter by an agent of the Town of Barrhead. Failure to pay the required fee in full will result in denied access to, or eviction from, the Property.

7. Cancellation and changes to your booking

- 7.1 If you want to cancel your booking, you must notify Us by email as soon as possible so we can open your spot for someone else.
- 7.2 No refunds will be provided for evictions due to violations of these Terms and Conditions.
- 7.3 Partial refunds may be provided for unused nights occurring as a result of extenuating circumstances, such as event cancellation, family emergencies, and other situations that may occur, at Our discretion.
- 7.4 The full balance of your booking must be paid in full before access will be granted to the Property.

8. Liability

Please read this section as it is important that you understand what you are agreeing to.

- 8.1 Nothing in this section limits or attempts to limit our liability for death or personal injury caused by Our negligence or for fraud or fraudulent misrepresentation, or for any other matter for which it would be illegal or unlawful for us to exclude or attempt to exclude Our liability.
- 8.2 If we fail to comply with these Terms we are responsible for loss or damage you suffer that is a direct and foreseeable result of Our failure or Our negligence. We shall not be responsible for any losses that you suffer that are indirect or not foreseeable, including, but not limited to, loss of income or revenue, loss of business and loss of anticipated savings.
- 8.3 Where we are responsible for your loss, <u>Our maximum liability shall be no more than to refund the amount paid by you for the use of the Property.</u>
- 8.4 As Our Campsite is located in an urban environment, we do not accept responsibility for any damage, injury or inconvenience caused by independent third parties, residents or other individuals who may trespass or otherwise access the Property, with or without our consent or knowledge.
- 8.5 Should any of the vehicles owned by your Party get stuck and require assistance or towing, we shall not be held responsible for any damage caused to the vehicle(s).
- 8.6 We do not accept responsibility for anything that adversely affects your stay that is outside of Our control.