



## SECURITY DEPOSIT AGREEMENT

(the "Agreement")

Date: \_\_\_\_\_

Site Number: \_\_\_\_\_

**A STONES THROW RV CAMPGROUND LTD. ("Stones Throw")** and \_\_\_\_\_  
\_\_\_\_\_ (the "Camper") agree as follows:

1. Stones Throw is currently in the process of developing a campground near Milo, Alberta (the "**Campground**"), which Stones Throw expects to be ready for occupancy sometime in May 2022.
2. Notwithstanding that the Campground is not yet ready for occupancy; the Camper wishes to secure a space for:
  - a) One recreational vehicles; OR
  - b) \_\_\_\_\_ tent spaces

for occupancy on or around May 1, 2022 (the "**Occupancy Date**"), to October 15, 2022.

For clarity, in the event that the Camper is looking to secure space for a recreational vehicle, included in that booking will be the ability for the Camper to also secure a space for two (2) standard sized tents, taking up a total area no bigger than 100 square feet. In the event that the Camper does not have a recreational vehicle, it may secure a spot for as many number of tent spaces as indicated, taking up a total area no bigger than 250 square feet.

3. In consideration for the Camper wishing to secure one or more spaces at the Campground (the "**Secured Spot**"), as set out at Section 2, the Camper shall deposit with Stones Throw the sum of **\$500.00** (the "**Deposit**"), to be held in trust by Stones Throw. Funds will be deemed received upon the sole determination of Stones Throw.

Forms of payment accepted:

- Credit Cards (Mastercard, Visa, American Express) (Subject to 2.5% iClosing Convenience Fee)
- Visa & Mastercard Debit Cards (Subject to 2.5% iClosing Convenience Fee)
- E-Transfer
- Bank Draft
- Cheque

4. No interest shall be calculated on the Deposit, nor shall the Camper be credited with any interest on the Deposit.
5. The Deposit shall be deposited by Stones Throw in a trust account or other segregated non-interest bearing bank account at Scotia bank or another bank (the "**Bank**") designated by Stones Throw, and shall be held as security for the Secured Spot.
6. Stones Throw covenants and agrees that the Deposit shall not be utilized until:
  - a) The Campground is fully approved, permitted, and functioning for occupancy on or around May 1, 2022; and

- b) A short-term seasonal contract has been entered into between Stones Throw and the Camper for the Secured Spot by Dec 31, 2021.

At such time that subsections 6(a) and (b) have been met, the Deposit shall become non-refundable and Stones Throw shall be entitled to apply the Deposit in accordance with the terms and conditions of the short-term rental agreement.

7. In the event that either subsections 6(a) or (b) have not been met, the Deposit shall be returned, in full, to the Camper.
8. The Deposit shall not be utilized by the Campground in any way until such time that Section 6 is fully satisfied.
9. Stones Throw does not make any representation or warranties about the Secured Spot or Campground.
10. The Camper acknowledges that the date set out at Sections 1 and 2 above are good faith estimates, but no guarantee is given as to the Secured Spot or Campground being fit for occupancy at that time.
11. Stones Throw shall provide the Camper with fourteen (14) days' notice, as to whether or not the Secured Spot is ready for use on the Occupancy Date.
12. In the event that the Secured Spot and/or Campground is not ready for occupancy on the Occupancy Date, the Camper shall be entitled to either:
  - a) Change the Occupancy Date, upon discussions with Stones Throw and subject to availability; or
  - b) Request a refund of the Deposit.
13. The Camper acknowledges that it will enter into a separate short-term rental agreement with Stones Throw that sets out rights, responsibilities, rules, and obligations of the parties.
14. In the event that any provision of this Agreement is deemed by a court of competent jurisdiction to be void, illegal or unenforceable for any reason whatsoever, then such provision shall be deemed to be severed, and all other provisions, terms and covenants shall remain binding and effective upon the parties and shall be construed as if this Agreement had been executed without such severed provision.
15. This Agreement shall ensure to the benefit of and be binding upon the parties and their respective successors and assigns, and in particular on any new or alternate general partner of the Partnership as may be appointed in accordance with the terms of the Agreement.
16. This Agreement shall be governed by and interpreted in accordance with the laws of the Province of Alberta and the federal laws of Canada and each of the parties irrevocably attorns to the exclusive jurisdiction of the courts of the Province of Alberta.
17. This Agreement may be executed in several counterparts and may be signed by facsimile or other means of electronic communication producing a printed copy, each of which, when so executed, will be deemed to be an original, and such counterparts together will constitute but one and the same instrument and, notwithstanding the date of execution, will be deemed to bear the date first written above.

***Signature page to follow.***

**THIS AGREEMENT** has been executed by the parties as of the date first written above

**A STONES THROW RV CAMPGROUND LTD.**

Per: \_\_\_\_\_

If Camper is an individual:

\_\_\_\_\_  
Name of Camper (Printed)

\_\_\_\_\_  
**Signature of Camper**

\_\_\_\_\_  
Name of Witness (Printed)

\_\_\_\_\_  
**Signature of Witness**

If Camper is a company:

**[NAME OF COMPANY]**

Per: \_\_\_\_\_

Contact information for Camper:

Address: \_\_\_\_\_  
\_\_\_\_\_

Phone (Main): \_\_\_\_\_

Phone (Cell): \_\_\_\_\_

Phone (Cell 2): \_\_\_\_\_

Email: \_\_\_\_\_

Email (2): \_\_\_\_\_