



KLUB KALAMALKA, 17451 Crystal Waters Road, Oyama, B.C., V4V 2G3
1-833-313-KLUB (5582)
admin@klubkal.net

Dear Campers:

Welcome to Klub Kalamalka!

We prefer not to have a lot of rules, so we do try to keep them to a minimum. Some of our policies must, however, be put in writing. Klub Kalamalka reserves the right to amend the Terms of Use periodically.

Terms of Use

Bookings:

Sites will be leased based on the following priorities:

1. Option for occupancy of vacated sites will be offered first to current lessees based on their seniority and then to waitlisted/prospective lessees in chronological order.
2. Reservations accompanied by a deposit will be given preference in every instance. A deposit of \$1000.00 or more is due **by the 30th of November** of the prior year, with the balance of payment due by the April 15th, of the current season. If an extension of payment is granted by KKMT, there will be 2% per month interest charged to your account after this date. On unpaid charges (ice, pumper truck, laundry, water) a 2% interest per month begins 15 days after invoicing. The \$1000 annual deposit is due no later than November 30th each calendar year. This deposit renews your lease for the next season. If the deposit is not received by the due date, the lease with Klub Kalamalka will not be renewed. The lessee will be required to sell the site improvements in place or have the site cleared of all improvements no later than December 31st of the same year. Exceptions to this policy will not be granted.

A 3% prepayment discount will be given if the entire site fee is paid by December 31, of the prior year.

3. Power and water to each site will be supplied to the site once payment has been received in full.
4. If the lessee account with Klub Kalamalka is more than 60 days in arrears, a first "strike" will be issued to the Lessee. Further arrears could invoke a second strike and possible lease cancellation.
5. If annual dues are not paid in full within 30 days of the due date, the lease with Klub Kalamalka will be revoked and the lessee will be required to sell all improvements in place to a new lessee approved by Klub Kalamalka Management or have all improvements on the site removed within 14 days of lease cancellation. Exceptions to this policy will not be granted.
6. Management must have keys to access every site in case of emergencies.

Payment Options:

Klub Kalamalka provides multiple payment options to make it easy for Klub Kal lessees to pay the annual lease by the due date.

Etransfer – Direct bank transfers by email to admin@klubkal.net

Pre-authorized payments – Payments drawn directly from lessees' bank account authorized by lessee. (Annually, Quarterly, Monthly, Bi-weekly, Weekly options available)

Credit Card – Visa and Mastercard are accepted.



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A discount of 1% will be given for using Etransfer or preauthorized payment plan.

Payments must be completed by annual due date.

Please see the examples of preauthorized payment plan paid over 6 months, twelve months and quarterly.

Example:

Site G – Annual Dues \$10292.90 – 1% for using Preauthorized payment + 5% GST = \$10699.47

Six equal monthly payments beginning October 15th and completing April 15th **\$1783.25.**

Twelve equal payments beginning April 15 and completing the due date of the current season for the same G site. Twelve equal payments completing April 15th (all payments must be made by the annual due date) are **\$891.62** per month.

Quarterly payments (4 times per year, April 15th, July 15th, October 15th, January 15th, and April 15th). Four equal payments drawn out on the months stated above, are **\$2674.87.**

Sub-letting/Renting:

It is perfectly okay to sublet (rent out) your unit and site in your absence for up to 2 weeks per season. Names and contact information regarding prospective renters are to be provided to management prior to the rental date. Management reserves the right to deny rental to said prospective renters if in their judgement they are unsuited for tenancy at Klub Kalamalka. Renting your site will be to *one family only* at any given time.

It is the responsibility of the sub landlord hold adequate insurance to cover renters in case of damage or injury. Klub Kalamalka will not be held responsible or libel for any losses or injury resulting from circumstances that include negligence on the part of the renter.

There is a surcharge of \$300.00 per week for site rental. If you allow use of your site by anyone other than immediate family, this is considered a sublet/rental and management must be notified of the occupants, dates they will be occupying the site as well as their contact information.

The \$300 fee per week will be charged.

Sites that are shared by two families are not eligible to rent their site.

All rental information, such as signed rental documents and contact information must be provided to KKMT at least 1 week prior to arrival of renters. The required rental forms are available on the member side of the website. If this information is not provided prior to renters arriving on site, rental privileges can be revoked for the site moving forward. If renters arrive on site and KKMT has not been notified of the rental prior to the arrival, the renters can be denied access to Klub Kal.

****Immediate family is Mother, Father, Brother, Sister or your own children and no fee will be charged for them.***

Please also comply with the following:

1. **Your renters need to register with management when they first arrive, at the Klub Kalamalka office. The keys may be picked up from the office at the time of registration. They must complete a form upon arrival so that incidentals can be tracked during their occupancy.**
2. **All renters must be made aware of the rules & regulations before they arrive (especially our pet policy, parking and occupancy limitations). It is the responsibility of the site holder to provide these.**



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3. **Post a set of the Terms of Use in your unit or in a conspicuous location on your Site.**
4. Remind renters of the importance of watering and maintaining your site.
5. **If more than seven individuals are staying on a site overnight there is a charge of \$25.00 per person per night**
6. If renters require boat moorage, they must purchase it from the office at time of registration, if available. The fees for temporary moorage are \$10 per day for a buoy and \$20 per day for a dock.

Sharing:

Sharing is classified as two families sharing the site for the season and the additional charge is 800.00 per site per season. There can only be two families sharing per site. When a site is shared, each family will be charged for a percentage of the site costs. Docks, buoy fees and all incidentals will be charged to each family individually according to use.

When 2 families are sharing at Klub Kal the lease can be divided up three ways:

- a) 50/50 Each party will be given 50 percent of the season. It is recommended that 50 % of high season and 50% of shoulder season be shared fairly.*
- b) 60/40 The party paying 60% of the seasonal dues will receive 60% of shoulder season and 60% high season. The party paying for 40% of the season should receive 40% of shoulder season and 40% of high season.*
- c) 70/30 The party paying for 70% of the season's dues should receive 70% of shoulder season and 70% of high season. The party paying 30% of the seasonal dues should receive 30% of shoulder season and 30% of high season.*

The season is split between shoulder season and high season. Shoulder season makes up 50% of the cost of the season and High season makes up 50% of the season.

Invoices will be issued to each party for the percentage of the lease share to each party.

The scheduling of days, week, etc. rests with the sharing parties; KKMT does not get involved with scheduling between sharing parties.

The schedule division for the share must be agreed upon by both parties involved. If shares are not conducted fairly for both parties KKMT may disallow shares for your site moving forward. There are many share calendars available via various online platforms, to help accommodate sharing schedules and planning for the season. Any prospective sharing party not recommended by KKMT (ie. not on Waitlist) must be approved by KKMT before a share will be permitted.

As the primary lease holder, you are under no obligation to share next season. You should give the party sharing with you this season notice of your intentions not to share next season, so they may look for another share, if possible, for the next season.

Season Rates:

The seasonal rate is assessed annually on an individual Site basis. Additional RVs are not allowed on your site. A tent in addition to your own R.V. is acceptable. We ask that you be *very considerate* of your neighbours and the facilities by controlling the number of people on your site at any given time.



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Boats & Boat Trailer Parking:

Moorage for boats must be prearranged by management, is available either on a dock or a buoy and will be invoiced with your annual site fees.

- Dock moorage will increase to \$625 per season
- Buoy moorage will increase to \$500 per season

All boat trailers must have Klub Kal Site Tag affixed to trailer when parking in trailer parking location.

Boat trailers must be parked in the designated trailer parking area and as close together as possible; no more than 30 cm (12") between trailers.

Trailer parking is on a first come first serve basis.

All trailers must display current registration decals on license plate

PLEASE KEEP ALL MOTORBOATS WELL AWAY FROM THE SWIMMING AREA AT ALL TIMES!!!!

Campsite Maintenance:

Your site is your responsibility, but you may borrow the lawnmower, electric weed-eater, rakes, hoses and sprinklers. If you are going to be absent from your site for more than a day or two, please let us know so we can do the watering for you. Do not let your sprinklers run overnight. Remember, a green campsite is a happy sight (site)! Old/unused bicycles, lawn chairs, sports equipment etc., must be out of view or removed from Klub Kalamalka property.

Parking: (Our biggest problem)

Site Holder Parking:

1. One Vehicle per Site

Each site is allowed one vehicle parked in the designated parking spot for that site. (see parking diagram posted)

2. Designated Parking

All vehicles must be parked in designated parking areas only. All vehicles parked on Klub Kalamalka property must have current registration, and valid Klub Kalamalka Parking Pass must be displayed on dash.

Klub Kal roadways are not to be utilized for parking. These areas can be utilized as a pick-up/drop-off zone; the vehicle must always be attended and must be moved as soon as loading/unloading is completed. Please do not make us call a tow truck.

Parking is not permitted on grass at anytime.

No unregistered or uninsured vehicles are allowed on Klub Kalamalka property.

Klub Kal is under the local bylaw jurisdiction of enforcing all applicable parking and motor vehicle laws, regulations and ordinances.



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Visitor Parking:

Visitors must park on Crystal Waters Road unless the site holder allows the guest to park in their assigned spot. Site holders who are not using their assigned spot may loan their Parking Pass to others. In any case, the valid Klub Kal Site Parking Pass must be displayed on dash, and vehicle must be in assigned location. When parking on Crystal Waters Rd, or entrance road south of dumpsters, please ensure tires are off the pavement and be aware of no parking signs. (District of Lake Country by-law)

- **Towing Policy**

Clear access to Klub Kalamalka facilities must always be maintained for numerous reasons, including emergency vehicle access. Please park with your tires off the pavement. The Klub Kalamalka site holder or their guest/renter shall pay all the associated charges incurred in the towing, removal, storage, or disposal of any vehicle in violation of any regulations. The District of Lake Country will tow vehicles not parked according to guidelines.

Quiet Time:

Our second biggest problem!! Quiet time is between 11:00 p.m. and 8:00 a.m. Sunday through Thursday and 8:00 a.m. and 12:00 a.m. on Friday and Saturday. Please remember that other people in the camp might want to enjoy the quiet. This is a family camp and we will not tolerate night-time disruptions. Boom boxes, liquor, contentious games, and chopping wood are common causes of these disturbances. KKMT may change quiet time hours without notice.

Disciplinary Guidelines:

We use the “three strike” rule for lack of respect for Klub Kal and the District of Lake Country.

- 1. A written warning**
- 2. A second written warning**
- 3. Removal of your unit from the campground, and immediate cancellation of lease**

Pets:

Dogs are **allowed** at Klub Kal in non-peak season, from April 15th until the last Friday in June and from the Tuesday after Labour Day weekend through October 15th.

Dogs must be kept on a leash on Klub Kal property

Pets are **not allowed** in public

- **Swimming areas**
- **Beaches**
- **Buildings**

Please pick up after your pets, ensure they are not urinating on grass and garden areas and they do not bark.

Wastewater Disposal:

There are no sewer hook-ups for R.V.'s. No sewage disposal of any kind is allowed under or adjacent to your trailer. If you use portable holding tanks there is a disposal site behind the wood box directly into the septic tank. Grey water (dishwater etc.) can be put onto planted banks, tree and other plant root areas provided they are not near the lake. Help



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us to keep Kalamalka Lake water pristine. A pumping service for RV sewage tanks is available for a fee set by the pumping service. Inform management prior to the pumping day during the high-season, if you wish your septic to be serviced.

Please do not use the lake for personal hygiene. This cannot be stressed enough! Kalamalka Lake is why we all come here, but it is a fragile ecological resource. Adding soaps, shaving creams, shampoos, and toothpaste to Kalamalka is irresponsible. Personal hygiene is best carried out in our washroom/shower areas or your own RV.

The Lodge:

The Lodge is available for Ping-Pong, air hockey, foosball and video watching. There is a lending library for your enjoyment, and we encourage contributions. The attic is out-of-bounds, unless supervised by an adult for costume-related issues. Donations are greatly appreciated for our costume collection. Please supervise your children and make them aware that the Lodge is not for wild play, or rough-housing or dripping wet swimmers. Kids, please make your parents aware that it is not available for late-night parties!

The Lodge is open from 8:00 am to 11:00 pm daily.

The Lodge is a day lodge. It is not to be used for non-Klub Kal sanctioned evening events.

Sleepovers are **not** permitted in the Lodge.

Property Use:

No private business that has the potential to increase vehicular or pedestrian traffic is to be carried out at Klub Kalamalka. No exceptions!

CONVENIENCES: (Incidentals)

- **Hot Water** is available on the outside of each set of washrooms.
- **Firewood** is included in your fee. Please do not throw painted lumber, plywood, pressure treated lumber or large boards onto the woodpile.
- **Firepits** can consist of those supplied by Klub Kal, those placed on the ground with circle blocks or metal fireplaces on decks suitably placed to avoid interference with the view of other guests. The design of firepits/fireplaces other than those provided by Klub Kal is subject to approval by the management.
- **Volleyball:** A volleyball net is provided on the beach.
- **Washrooms:** Washrooms are maintained regularly, and we try to keep them very clean. Showers are free. If there is a problem, please let us know immediately.
- **Laundromat:** There are three washers and three dryers available for use on an honour system by use. If there is any malfunction, please report it to management.



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- **The Tennis Court:** Tennis is free. Rules for booking are posted at the court. We are not concerned about how you dress, but we are concerned about your shoes. **NON-MARKING FOOTWARE MUST BE WORN ON TENIS COURT! The Tennis Court is not for bikes, skateboards, scooters, roller blades or street hockey!**
- **Klub Kal water:** Site and bathroom water supplied is untreated lake water.
- **Water, Ice & Pump Services:** Water is available in the garage
Ice is available in a Lodge freezer (**New in 2018**), **Please book the weekly pump outs online through the member side of the website. Emergency pump outs will be at an extra cost charged by pump company and is passed on to Klub Kal camper.**
- **The Garbage:** The dumpster is near the campground entrance. Please tie your garbage securely in biodegradable plastic bags before putting it in the dumpster. The garbage dumpster is for **your day to day garbage only**. If you have any other form of voluminous waste, please let management know, especially in the off-season. The dumpster is an expensive cost to us. If required we may be able to take a trailer load of construction garbage to the dump, for a fraction of the dumpster cost. Please ta
- **Recycling:** There is a large Recycling Bin For all recyclable materials, except glass items. **Cardboard must be flattened.**
- **Refundable recyclables:** The refundable items go in the appropriate boxes inside Klub Kal, near the gate. Please use the appropriate compartments.
- **The Workshop:** Tools are accessible upon request of management. Lawn and garden care tools are available in the garage. **All tools** must be signed out and returned the **same day**. **Tractors** are not available for guest use.
- **Canoes:** Klub Kal has two canoes for your enjoyment. Please make certain that they are placed well up on the beach after each use. Don't forget to bring paddles. Ours keep disappearing. Always use lifejackets and supervise your young children, please.

Non-paying guests at Klub Kal must leave the premises by 11:00 p.m.

Smoking, Cannabis use, and Vaping is only allowed on your site. Liquor is not allowed in the Lodge, except during special events organized by Klub Kal for the benefit of our campers.

Bunkhouses:

All bunkhouse plans must be approved by management **prior** to starting construction. Guidelines for such approval will be:

1. Aesthetics in location.
2. The outer finish must match that of the RV.
3. Maximum size allowable by law without special permits is 100 square feet.
4. No construction shall occur during July or August.
5. Campers assume responsibility and accept the risk that physical alterations and construction of any sort on their site may be subject to laws, by-laws or regulations of various levels of government.



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Construction:

*Any construction i.e. decks, bunkhouses, tent decks, railings, roofs, etc. **must first be approved by management prior to construction. Construction of any kind must cease the last Friday in June and may recommence the Tuesday after the Labour Day Long weekend. Any construction on site is not permitted in July & August. Klub Kalamalka is not responsible for any construction done by a lessee that does not meet Lake Country Building guidelines and bylaws.***

Special Events:

With a great amount of help from many of our campers, we have in the past arranged specific events. We hope to continue to have and improve as many of these activities as we can in the coming season. We very much appreciate the help we receive with these events.

Klub Kalamalka reserves the right to amend the Terms of Use periodically.

We wish you safe, enjoyable, and very memorable summers at Klub Kalamalka!

KKMT (Klub Kal Management Team)

Revised May 2020



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Appendix A Terms of Use – Procedures for Sale of Leasehold Improvements

The following information expands on the Klub Kalamalka Terms of Use. While the following information covers most scenarios, it should not be considered exhaustive. Please consult the Klub Kalamalka Management Team for guidance on issues that may not be addressed here.

KKMT has implemented a policy which pertains to Sales of Site Trailers and Improvements (decks, bunkhouses etc.), Leases and Shares. The policy is as follows:

Site Improvement Sales and Transfer of Lease:

If a Lessee decides to surrender their lease with Klub Kalamalka, KKMT will permit the lessee to sell their trailer and leasehold improvements on site, if they so choose, provided the following conditions are met:

1. An appraisal of the trailer and leasehold improvements must be completed before a price is established. The appraisal must be completed by an impartial party and approved by KKMT. The trailer and the leasehold improvements will be appraised separately. The combined appraisal will become the sale price.
2. Owner notifies KKMT and requests sale be distributed to all Klub Kal campers, include all pertinent information for the sale ie. Trailer description, bunkhouse size, sleeping capacity, and all features relevant to the sale. It is preferred that pictures be included.
3. Any Klub Kal Camper wanting to purchase site improvements must have their account in good standing (no outstanding fees owing) or they will not be eligible to purchase. A Klub Kalamalka Lessee may hold only one site lease or share at a time.
4. If there are multiple parties interested in purchasing the site improvements and taking over the site lease, the most senior Klub Kal camper will be given opportunity to purchase. If the most senior interested Klub Kal camper decides they do not wish to purchase the site improvements, then and only then can the next most senior camper be given the opportunity to negotiate a purchase. This process will continue until the sale is complete, and the most senior interested camper has purchased the improvements.
5. If the sale information has been distributed and no current Klub Kal Campers come forward to buy the site improvements, then the sale information will be distributed to the first person on the Klub Kalamalka Waitlist.
6. If the first person on the waitlist does not agree to the appraised sale price, they can have an impartial appraisal completed for the trailer and leasehold improvements. Once the prospective buyer receives the appraisal, the averaged price of both the Seller and buyer's appraisal shall become the sale price
7. The buyer has the option of purchasing only the leasehold improvements in place. If the buyer does not want to purchase the trailer, the seller must remove it from the site. The leasehold improvements must be purchased in place by the purchaser at appraised value, unless they are uninhabitable i.e. insect or rodent infestation, excessive rot, black mold, unsafe to occupy, etc.
8. The owner of the site improvements may not increase the asking price once it has been posted or stated to the interested party. If, however, it is not feasible for any reason for the prospective buyer to purchase the leasehold improvements on site, they must pass and the next party, as stated above, will be given the opportunity to purchase the leasehold improvements on site.
9. If no party on the Waitlist wishes to purchase the site improvements and take over the site lease, Klub Kal will then allow the sale to be open to the public.
10. Klub Kal must be permitted to vet the prospective purchasers if they are not current campers or on the waitlist. No sale can be completed without the approval of KKMT.
11. The current site lessee must keep all fees up to date during the process of finding a buyer.



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12. If fees are in arrears greater than 60 days and a lessee decides to surrender their lease, sell their trailer and leasehold improvements on the site, a maximum of 30 days will be permitted to complete the sale. If sale does not occur within 30 days, the lessee will have 15 days to remove trailer and leasehold improvements from the site, at the lessee's expense.
13. KKMT will issue a "Certificate of Permission to Transfer Lease" to the Seller, provided there are no arrears on the Lessee's account. The Seller must present the certificate to the Purchaser. The Purchaser can not obtain a new lease with Klub Kalamalka without this certificate.
14. Before the Seller and Buyer have completed the sale, the Seller must pay all outstanding invoices in order to receive the "Certificate of Permission to Transfer Lease". If the Seller is unable, for any reason, to pay arrears, the purchasers will be required to disperse the funds directly to KKMT in the amount of the arrears. Purchaser will pay remainder of the sale proceeds to the seller.
15. If the lease is transferred between April 15th & October 15th in any given year, KKMT will provide a per diem formula to refund the former lessee and invoice the new lessee. 50% of the annual lease is allocated to high season, which is, July 1st through Labour Day Monday. 50% of the annual lease is allocated to the remaining days, before and after high season.

Site Sharing:

If a site lessee (primary) decides they would like to share a site lease with a secondary party, the following process must be followed:

1. If the share is given to an outside party, the seniority date of the secondary party (new Klub Kalamalka) will be the date they begin the share.
2. If the secondary sharing party is also purchasing a percentage ie. 50% of the site improvements (trailer, bunkhouse etc), along with entering a share agreement, this does not automatically give them first opportunity to purchase the remainder of the site improvements, if the other party wishes to sell their share. The party, who is the primary Lessee, can choose to sell their share of the site improvements and relinquish the site lease without the approval of the secondary sharing party, however reasonable notice should be issued to the secondary party in such case.
3. In keeping with the rules governing sales of site improvements, when a shared site's improvements are put up for sale, the most senior interested Klub Kal camper in good standing has first option to purchase the site improvements. It is the responsibility of the primary Lessee to disclose that they are currently in a site-sharing agreement with a secondary party and should further disclose whether this party has a desire to continue to share or not. In the course of purchasing the site improvements, the interested Klub Kal camper, retains the option to terminate the sharing agreement or to agree to continue to share, based on agreeable terms between the new owner and the secondary sharing party.
4. If the secondary sharing party is also a part owner of the site improvements and if the new owner wishes to terminate the share agreement, (see item 6) they will be required to buy out the secondary party in the amount equal to the percentage of their ownership, prior to the sale. i.e. 50% owner of improvements, receive 50% sale proceeds



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SITE AGREEMENT

I/we _____ agree to lease from
Klub Kalamalka of Oyama, British Columbia and Harder Management of Oyama, British Columbia (collectively the
"Owners"), site number _____ (the "Site") (located on the premises of Klub Kalamalka in Oyama, British Columbia), on
a seasonal basis, at the agreed upon rate.

I/we have read the Terms of Use and agree that I/we and all my family members, guests, visitors and/or other invitees
(collectively the "Users") will comply fully with the Terms of Use, and furthermore understand that the Owner reserves
the right to amend the Terms of Use periodically. I/we further agree that any breach of these terms will permit the
Owner to evict me/us from the site without notice and to retain all funds paid by me/us for the use of the Site.

I/we recognize that all facilities or equipment provided for the convenience and enjoyment of the Users by the Owner
including, but not limited to, swimming areas, rafts, boats, boat launching facilities, other recreational equipment or
areas, are provided at the **sole risk of the Users** and accordingly must be used with proper care and in a manner not
likely to cause injury to the Users or others.

I/we hereby agree to release, indemnify and hold the Owner, their representatives, successors and assigns, harmless
from and against all damages, costs, expenses, charges, losses or liabilities whatsoever (including without limitation,
claims of Users or any third parties) arising from or incidental to any use by myself/ourselves of any facilities or
equipment provided by the Owners including, but not limited to, playground, swimming areas, rafts, boats, boat
launching facilities, other recreational equipment or areas and including inadvertent hazards on the premises.

** for season 2020 (April 15, 2020 to October 15, 2020)

| | | |
|-------|----------------------|---------------------|
| _____ | _____ | _____ |
| Date | Print name of Lessee | Signature of Lessee |

| | | |
|-------|----------------------|---------------------|
| _____ | _____ | _____ |
| Date | Print name of Lessee | Signature of Lessee |

Lessee Email

Lessee Email