

PRINCIPLES & POLICIES HANDBOOK FOR ALL PERMIT HOLDERS AND GUESTS

COTTAGE OWNERS, MOBILE HOMEOWNERS,

AND SEASONAL R.V. TRAILER TENANTS AND GUESTS 2023 Revision 1.1



Manhattan Beach Retreat Centre PERMIT HOLDERS Principles and Policies Handbook

PREAMBLE:

Manhattan Beach Retreat Centre (MBRC) endeavours to provide a safe, welcoming and cordial Christian camp. For this purpose, this set of principles and policies was developed. This will ensure protection for the lifestyle that families cherish, and wish to maintain into the future. This document will enhance pride, ownership, and safety in the camp, where families choose to have their cottage or trailer. The principles contained herein contain three key principles that govern the content of this document. They are:

- 1. CHRIST-LIKE CONDUCT
- 2. CONSIDERATION
- 3. CO-OPERATION

All permit holders, guests and their families are subject to the following principles and policies while residing on the grounds. It is important that they familiarize themselves with these principles and policies so that misunderstanding and conflict will be minimized.

During the operation of Camps such as Children's Camps, Youth Camps, Senior's Camps, Rental Groups etc. attendees on the grounds are also subject to the rules of these respective camps, whether or not they are a registered camper.

The terms "permit holder" applies to all situations at MBRC including individuals holding a permit to locate (for a cabin or mobile home setup), seasonal trailer rental, occasional trailer rental, guests using cabin, motel or tenting facilities, and any other guests (whether subleasing or borrowing accommodations as above) at MBRC.

CONDUCT:

MBRC has been dedicated to the glory of God for the purpose of facilitating ministry to all ages;

- a) Spiritually.
- b) Physically.
- c) Emotionally.

All permit holders and guests while on the grounds must demonstrate to the best of their ability, by word and action, a lifestyle that is consistent with the moral and spiritual principles found throughout scripture. Permit holders and guests must support and uphold the camp Mission Statement and the values of "The Statement of Essential Truths" of The Pentecostal Assemblies of Canada. Camp management reserves the right to determine a violation of scriptural principles and apply disciplinary measures if required (i.e. expulsion from MBRC property). Offenders can appeal this decision to the MBRC Board of Directors if they choose to do so.

MISSION STATEMENT:

Manhattan Beach Retreat Centre is committed to ministering to families and individuals, promoting spiritual growth and fellowship, within and between families. The camp facilitates these goals by providing facilities and/or programs for children, youth and adult groups from church, educational and community organizations.

ADDRESS CHANGE:

You must notify MBRC of any address or name change as soon as practical. This information will keep our records up to date for issuing mail and receipts. e-mail this information to info@mbrc.ca

QUIET TIME:

MBRC quiet time is from 11:00 PM to 8:00 AM. Groups wishing to hold activities after 11:00 PM must have permission from the Camp Director. This means that all permit holders must respect others and minimize the noise level, including speaking, parties, rowdyism and the operation of any equipment. Parents/ Guardians need to know where their children's whereabouts are after 11:00 PM and are responsible for them.

ALCOHOLIC BEVERAGES, MARIJUANA AND DRUG USE:

MBRC is an alcohol-free environment. The drinking of, or possession of, any alcoholic beverage is not permitted on the camp property including any structures regardless if they are rented or privately owned.

The use of marijuana, or any substances prohibited by law (non-medicinal narcotics, hallucinogenic drugs etc.), is not permitted on camp property. Offenders will be reported to Police authorities.

SMOKING AND SUBSTANCE ABUSE:

Smoking and Vaping is not permitted in any camp buildings and is discouraged on camp property. Smoking or Vaping outside of public entrances to camp buildings must be at least 75' away.

BONFIRES:

Bonfires are allowed in contained areas only and must be strictly supervised. They must be located so as not to damage any trailers, cottages or any other buildings. Provincial regulations may at times overrule this policy in dry conditions. It is expected that consideration will be extended to someone with allergy problems. Permit holders are responsible to obtain their own firewood.

CARE FOR MINORS, SENIORS AND VULNERABLE PEOPLE:

Permit holders and their guests must take full responsibility for all children in their care who are under the age of 18. In the interest of safety and protection, children should be instructed:

- Not to play on roadways, in any public meeting places, or be alone in secluded areas (such as forests, creek, lake, shale slide areas or in vehicles.)
- Not to leave bikes near public entrances out of courtesy to the elderly and physically challenged.
- Not to leave the grounds unescorted at any time (without a known guardian).
- Use the "buddy" system when not with their parents or guardians.

Children, seniors and vulnerable people are to be respected and protected by all permit holders. Any permit holder or guest that witnesses any person abusing children, seniors or a vulnerable person either physically (including sexual), emotionally or financially are required to report this immediately to the Camp Director or designated.

FIREARMS:

Discharge of firearms is strictly forbidden on the campground and all firearms must be stored according to government regulations. Recreation guns such as paintball guns, plastic or metal pellet and bb guns, any air-powered guns etc. are not allowed to be discharged on the camp property and must be stored securely.

SOLICITATION:

Solicitation is not allowed on Camp property.

The sale of literature, books, CDs, and other literature materials will be handled through the bookstore. The camp store "Solid Rock Café" will be the provider for tuck items such as soft drinks, ice cream, chocolate bars, candy etc.

SUNDAYS:

- Sunday shall be observed as the Lord's Day.
- Sunday morning worship service will be normally conducted from May long weekend through until September Labour Day weekend. The services will either be held in the Children's Chapel or the Tabernacle.
- We request that all cabin owners and trailer site owners attend these services.
- If a family camp or other rental camps are on the grounds, permit holders are welcome to attend those services.
- Major cottage renovations, shingling, painting or similar construction activities are not allowed on Sundays during service times

LIABILITY:

MBRC is not responsible for personal injury, loss, or damage to private property or personal belongings.

- Persons responsible for wilful damage to camp property will be required to reimburse the Camp for such losses.
- Persons responsible for wilful damage to Private Cottages or holdings will be held accountable to reimburse the owner.
- MBRC retains the right to involve the authorities as deemed necessary.

PETS:

Domestic pets are permitted on the campgrounds. The following regulations apply:

- a. Permit holders are required to keep pets under control at all times.
- b. All pets must be kept on a leash, tied up or caged at all times while outside of premises.
- c. Pets are not allowed in the chapels, dining hall, store or any public camp buildings.
- d. Pet owners are responsible for cleaning up after their pets and placing waste in a sealed bag.
- e. Pet owners must keep their pets from bothering other campers (excessive whining and barking).
- f. MBRC retains the right to refuse certain animals (such as snakes or breeds of dogs known to be vicious) entrance to MBRC property.

FIREWORKS:

Fireworks are generally not allowed. Special permission can be granted by the Camp Director according to the MBRC policy. However:

- a. When permission is granted only C.S.A. approved fireworks can be used and not homemade devices.
- b. When permission is granted fireworks must be discharged in a safe manner to all campers and so no bush fires are ignited.
- c. Permission from the fire chief may be needed, check with the camp director.

DRESS CODE:

Residents and guests are required to dress modestly (appropriately) and as becoming to Christians at all times in keeping with generally accepted Christian standards. Please be above reproach around the beach and the pool area.

DOCKS:

Docks are allowed in front of MBRC lakeshore cottages. They need to be constructed so they are safe for the general public, as they are located on public reserve property.

- Permission needs to be obtained from MBRC before proceeding with installation and location.
- MBRC retains the right to refuse an unsafe dock installation or location.
- No permit holder has the right or authority to refuse someone temporary beach access.
- Dock and boat lift space can be rented from the camp in approved areas for a fee if space is available. Ask the camp director for more information.

CAMP PROPERTY:

Defacing of Camp property is punishable by government law, and/or other consequences that MBRC may deem appropriate. All permit holders are required to respect and protect the camp property.

- MBRC welcomes all "Permit Holders" to "take ownership" of the camp and become involved in its ministry. This can happen by volunteer workdays and projects, financial support, donating time and talents, committee involvement, and prayer.
- MBRC is not a secular resort, but a Bible Camp/Retreat Centre. As such permit holders are expected to help preserve our heritage, by encouraging camp involvement.
- We are a community of Pentecostal people with heritage and distinctiveness (see PAOC Statement of Essential Truths). All permit holders are expected to uphold these statements of doctrine.
- Permit holders are required to help keep the public washrooms and showers neat and tidy after use. It is
 required that the area around your dwelling be kept free and clear of debris, storing of old materials,
 vehicles, old wood/lumber piles, boats etc.
- Parking or storage of RV trailers by cabins is not permitted. Permission on special occasions may be obtained from the Camp Director when the Camp R.V. Park is full.

VEHICLES, ROADWAYS & PEDESTRIANS:

There are both Municipal, MBRC and private camp roads/paths on the campground. Parking in and around your property should be kept to a minimum. Your cooperation is appreciated in reducing congestion around the camp. MBRC. reserves the right to address parking issues with the permit holders on an individual basis if necessary. Extra parking is available in the public parking lot between the Children's Chapel and the creek.

VEHICLE CONTROL - Off-Road Vehicles - ATV rules:

Follow all posted rules regarding vehicle operation.

- Maximum speed limit in the camp is 15 km/hr.
- Restricted parking areas will be posted.
- Restricted vehicle travel areas will be posted.
- Vehicles are not allowed to drive on grass areas or playgrounds.
- Pedestrians have the right of way before vehicles on all camp roads and trails

GARBAGE/RECYCLING: (this information is also posted at the recycling depot)

- MBRC's garbage and recycling pick up services are available between May long weekend and September Long weekend.
- Between September and May all garbage needs to be brought to the garbage truck/trailer.
- No Recycling available between Thanksgiving and May long weekend.
 - During this time please take all recycling home with you.
- All garbage needs to be in strong garbage bags
 - All recycling needs to be in clear bags (available in the office or from camp staff)
 - \circ $\;$ All recycling needs to be washed/rinsed with the lids off
 - Cardboard of any type must be separated out from all other recycling (glass, tin, plastic ...)
- Failure to do this by the permit holder or guests will result in redirection of fines from the municipality and possible discontinuance of garbage pickup.

• Yard Waste

- MBRC is not responsible for transporting yard waste
- Do not place these items in the garbage truck (Household waste only)
- All bagged leaves, grass clippings, brush, lake debris etc.and branches must be brought to the burn pit at the end of Red Fox Lane
- Follow all posted signage at the burn pit
- Do not place items in the pit
- Do not start the fire in the pit, this will be done by MBRC authorized personnel only

• Construction Materials / Mattresses / Furniture / Bulky Household Items

- MBRC is not responsible for the disposal of these above-mentioned items or non MBRC waste.
- You are responsible to transport these items to the municipal site yourself or make alternate arrangements.
- Any metal items (BBQ's, Fridges, Stoves) can be dropped off behind the shop for recycling
- If camp staff is available the Camp Director may agree to have this waste hauled for a fee starting at \$5.00 a bag or up to \$100.00 a load
- The RM charges for construction waste and these fees will be passed on to you as well.
- Contact the camp director for clarification on any non household garbage and recycling items

Due to abuse of this service, cameras have been installed to monitor the area. Any unauthorized Items dropped off will be returned to your site

visit <u>https://www.rmofprairielakes.ca/p/municipal-services</u> for dump hours and rules.

TREES AND GROUNDS:

Permit holders are required to get permission from the Camp Director before cutting down any trees or vastly changing the landscape of their lot.

BOATING/WATER ACTIVITIES:

In addition to the regulations of the Federal, Provincial and Municipal governments regarding these activities:

- MBRC owns the boat launch on South Lakeshore Drive near the Dining Hall. It is available to all permit holders and MBRC guests only.
- This launch is used at the users' own risk. It is <u>not</u> to be used for launching or landing boats, sea-doos etc. during any church services in the Tabernacle or Kitchen/Dining hall. This policy holds regardless of who is having services on the grounds.
- When boating, do not operate watercraft in and out of the south beach area, or in front of other cottages on the peninsula.
- Keep all skiing, tubing, jet-skiing etc at least **100 meters from the shore** for safety and respect due to noise levels.
- To respect swimmers, campers relaxing on the beach and private residents, please go out onto the lake away from shore area beyond 500 meters, for prolonged lake pleasure.
- Failure to respect these simple rules to protect everyone's enjoyment will result in loss of launch privileges, or other measures as deemed appropriate by MBRC.

If your cottage/trailer site is unsuitable for parking, extra parking for vehicles and boat trailers is available at the public parking area between the Children's Chapel and the creek. Parking should be done in an orderly fashion, perpendicular to the dike along the creek. **Do not leave vehicles or trailers in the Chapel Grove Motel guest parking area.**

BOAT AND UTILITY TRAILER STORAGE:

MBRC has a designated long term parking lot located off Lakeview Drive. All items stored there MUST be registered at the camp office and pay the fee to obtain a parking tag.

All items left are at the owner's own risk, MBRC is not responsible for any damage or theft to these items.

No uninsured motor vehicles are to be stored in this area.

SWIMMING POOL & BEACH AREA:

Hours of operation of the pool are generally 1:00 PM to 5:00 PM daily in July and August. Hours of operation are posted at the camp store, office and pool. The pool will normally be closed during all church services. Pool policies include:

- Children (12 and under) need to be accompanied by a responsible adult.
- Lifeguards are to be obeyed at all times.
- Pool rules are clearly posted at the pool. For safety and health reasons, they must be obeyed at all times. Lifeguards may dismiss swimmers, if they become unruly and disobey lifeguards instructions.
- Swimwear must be chosen with discretion and as becoming to Christians. Immodest swimwear is not acceptable and you may be asked to cover up with either a t-shirt or swim shorts over your bathing suit.

SUB-LEASING OF PROPERTY:

When renting out (or borrowing) your cottage or trailer to another party at any time, the prospective renter or borrower must register at the camp office upon arrival. It is required that the permit holder will give that party a copy of the Camp "Principles and Policies Handbook" and "Camp Rules" so they fully understand the rules and policies of the camp.

- Renters (borrowers) will obey all the rules and policies of MBRC as if they were a permit holder.
- Permit holders are required to pay 20% of sub-lease revenue to Camp.
- There are times the camp, as host of a rental group, has suitable empty cottages/motel rooms, when permit holders have their accommodation leased to MBRC guests. At these times subleasing is discouraged.

FEES:

The Cottage owners, mobile homeowners, and seasonal trailers will be invoiced annually for user fees:

- Cottage owners and Mobile Homeowners will be invoiced annually for a camp service fee and for their property taxes by MBRC. If they are hooked into the Camp sewer and/or water they will also be invoiced for those services. The Camp service fee, sewer and water fee will be according to the MBRC rate policy. This invoice is due and payable by **September 30** of each year.
- Seasonal Trailers will be invoiced each year in April. Invoice is due and payable by **May 31** of each year. Invoices not paid, or suitable arrangements made, will constitute a site to be leased out to someone else at MBRC.'s discretion.
- Overdue invoices for taxes or service fees will have 2% per month added to their account.
- Payment of fees can be done by a one-time payment, on a monthly basis or pre-authorized payments. Contact the financial administrator to set up a payment plan. <u>info@mbrc.ca</u> or call 204.528.3306

PERMIT TO LOCATE:

All cottage owners are required to keep an up to date "Permit to Locate" document with MBRC including current address and church affiliation.

- The terms and conditions of the permit are attached to the document.
- Occasionally MBRC, as it deems necessary, will require bringing this document up to date, when new by-laws are implemented or PAOC church membership is required. New signatures may be required.
- Permit holders and guests are required to honour the content of the "Permit to Locate" document.
- When selling a cottage/trailer obtain proper documents from the camp website before the agreement is finalized.
- There is a \$500.00 fee for processing a "Permit to Locate" document to a new owner and when transferring a Permit between immediate family members payable to MBRC.
- MBRC requires sellers to submit to MBRC the agreement of sale document and an interview is required between the purchaser and MBRC's Spiritual Life Pastor or designate.
- All permit holders are required to obtain their own insurance, including a minimum of \$2,000,000.00 liability insurance on their holdings. Permits will be revoked on those who do not obtain and sustain an up to date insurance policy.
- It is expected that all permit holders will support our rich heritage by attending the Services and support the camp financially through donations and offerings.

NEW COTTAGES & MOBILE HOMES:

When an individual(s) has obtained a "Permit to Locate", and has plans (architectural drawings) for their proposed development, they are required to:

- Submit an application with architectural drawings to the Camp Director. On these drawings show the location on the lot with measurements to lot boundaries, elevations, and roof plans of the proposed development. After approval has been granted by the MBRC board of directors, the applicant will require all applicable building and plumbing permits from the R.M. of Prairie Lakes. Hydro electrical permits are available from Manitoba Hydro in Killarney, Mb.
- All new construction on MBRC property is required to be constructed on or above the minimum standards of municipal, provincial and federal building codes..
- No development shall proceed without approval from MBRC.
- All-new "Permit to Locate" holders have two years in which to construct a new cottage or move in a mobile home. An extension may be granted by application in writing to the camp board of directors for one year stating reasons for non-compliance. If after three years no development has been observed, the "Permit to Locate" reverts back to MBRC and the permit is cancelled. The permit fee will not be refunded. Water and Hydro development fees will be refunded.
- Older houses are generally not allowed to be moved onto MBRC property for new development. An application can be made with pictures of the home to the Camp Director and an inspection tour will be made by the MBRC board for approval.
- Mobile Homes should not be more than 15 years old. Any used mobile home being considered to purchase requires that pictures be sent to the Camp Director and an inspection by the MBRC board or designate.
- No house or mobile home is allowed to be moved onto MBRC property without written permission from the Board of Directors of MBRC.
- Taxes and service fees will be charged on new permits issued before July 1 of that year.

for building and plumbing permit information visit

https://www.rmofprairielakes.ca/p/pelican-rock-lake-planning-district

for electrical permit visit

https://www.hydro.mb.ca/accounts_and_services/services_and_lighting/residential/service_ap plication_residential/

LOT DEVELOPMENT POLICY:

ADDITIONS/RENOVATIONS:

Before any physical changes are made to your cabin/trailer a request needs to be made to the Property and Grounds Director.

This is accomplished by:

- Making application which includes,
 - a. Drawings showing the measurements to the lot boundaries, elevations and roof plans of the proposed addition.
 - b. If only a deck is to be added, then a simple drawing is required with height off the ground and the total height of deck/railing still showing lot boundaries
- After approval by the MBRC board, it is the cabin owners responsibility to obtain **all** required permits from the R.M. of Prairie Lakes or Manitoba Hydro.
- All additions and renovations need to comply with the applicable municipal, provincial and federal building codes and be at or above minimum standards.
- The exterior of additions must be completed within one year of construction start.
- No addition shall be built or started without approval from MBRC.

GARAGES & SHEDS:

a.) Garages:

Garages can be built, at the discretion of the board, on Spruce St., Pine St., Lakeview Dr. and Angel Point Road area and must fall within the parameters of the municipal bylaws and building codes. Due to congestion, we exclude garages being built within the "lower mainland" of MBRC. property. All MBRC "Lot Development Policies" must be adhered to.

b.) Sheds:

It is understandable that most cottage owners would require some kind of an outdoor storage building, so approval can be obtained that:

- a.) on the Lower Mainland area, permit holders are allowed to construct or move in a shed up to a maximum size of 100 square feet, and
- b.) on the larger lots (Spruce and Pine St., Angel Point Road and Lakeview Dr.) up to a maximum of 120 square feet. The appearance and location of the shed would need to be approved by the Camp Director.

If the 'Permit to Locate' holder decides to put an outbuilding on a concrete pad, the size of the pad is limited to the dimensions of the building plus a maximum 2-foot apron on the entry side of the building.

Any 'Permit to Locate' holder may have two outbuildings, one garage (only on the streets mentioned above) and one shed, or two sheds provided that the total lot coverage does not exceed 50% of the lot area.

SEWER AND WATER:

a.) If a proposed dwelling is within reach of the MBRC sewer and water infrastructure:

- An application may be made to MBRC for hook up to water and sewer. If hook-up is granted the applicable fees according to MBRC rate policy will apply.
- Water hook-ups are for the <u>cottage/trailer "Permit Holders" only</u>. The MBRC system is compliant with government regulations with a water treatment plant. The water is checked daily for chlorine content and sampled regularly. <u>This water plant is NOT for high volume use, and permit holders are not allowed to water lawns in July and August.</u>
- <u>The MBRC sewage system is designed for residential use only</u>. All leaseholders must only flush down the drain biodegradable materials that easily break down and will not plug up the sewage pumps. Materials such as shop towels, other towelling, infant diapers and wipe cloths, ladies sanitary napkins, tampons, foodstuff through garburetors, etc are forbidden. Leaseholders failing to honour these principles will be disconnected from the system.
- **b.)** If the proposed dwelling is outside of the parameters of the existing Camp infrastructure:
- Applicants must install their own sewage holding tank. Only environmentally approved sewage holding tanks are allowed on MBRC property.
- A license and inspection must be obtained from the Environment Officer at 411 Broadway Avenue, Killarney Mb. unless you are able to connect to the camp forced main seasonal sewer line.
- The applicant is required to have their own well drilled and water supply system installed. Wells need to be drilled within the perimeter of the applicant's lot.

SUMMARY:

Manhattan Beach Retreat Centre is a private Bible campground and Retreat Centre. As such MBRC reserves the right to determine who is on the grounds, who can own cottages or trailers, and who can rent or borrow your facilities.

The Camp Director reserves the right to request that individuals or groups who do not abide by the principles and policies set forth in this handbook leave the grounds, with or without reimbursement.

All questions and concerns may be directed to the Camp Office Manhattan Beach Retreat Centre Box 62, Ninette MB. ROK-1R0 Ph. 204-528-3306

BOARD MEMBERS:

in transition Jim Bambridge	Executive Director Assistant Executive Director
Brad Wersch Barb Schram Steve Watts Rob Gilliland Kyle Loutchan Corissa Mohan	Treasurer Property and Grounds Director (barb@mbrc.ca) Secretary
Aaron Sawatsky	Camp Director aaron@mbrc.ca 204.528-3306 ext 4
Rev. Andrew Porterfield Rev. Dan Murphy	District Superintendent <u>andrew@paoc.net</u> 204.940-1000 Asst. District Supt. for Mission <u>dan@paoc.net</u> 204.940-1000 Interim Board Chair

Camp Staff

Paul Funk	Family camp reservations <u>bookings@mbrc.ca</u> 204.528-3306 ext 1
Kim Peters	Financial Administrator kim@mbrc.ca 204.582-3306 ext 2
Head Chef	204.528-3306 ext 3
Aaron Sawatsky	Camp Director <u>aaron@mbrc.ca</u> 204.528-3306 ext 4
Rev. Bill Pipke	Spiritual life coordinator <u>bill.pipke@paoc.org</u> 204.528-3306 ext 5
Head Lifeguard	pool@mbrc.ca 204.528-3306 ext 6
Christy Sawatsky	Promotions Coordinator <u>christy@mbrc.ca</u> 204.528-3306 ext 7

Appendix A:

Terms & Conditions of the Permit to Locate Form

TERMS AND CONDITIONS OF THIS PERMIT TO LOCATE

1. PERMIT HOLDER:

a) The Permit Holder must be a member or adherent, in good standing, of a Assembly of The Pentecostal Assemblies of Canada or Assemblies of God, USA, and Permits will not be issued without the written recommendation of the Permit Holder's local Pastor and Board. This recommendation will be submitted to the Camp Executive for approval and issue of Permit, subject to ratification by the District Executive of the Manitoba & Northwestern Ontario District of The Pentecostal Assemblies of Canada ("District Executive").

b) The Permit may be reviewed by the Camp Executive from time to time, and subject to Section 7, the Permit may be terminated if in the opinion of the Camp Executive such termination is necessary because the permit holder is not in compliance with the terms and conditions of the permit.

2.BUILDING:

a) Any physical land preparations to properties cannot be made until approval of the building development plan by the board.

b) All buildings, excavations and installations, whether constructed or moved in, and all mobile camp accommodations (eg. motor homes, trailers, recreational vehicles, etc.) must be pre-approved in writing by the Camp Executive as to size, location, appearance, quality of materials and workmanship, and any other matters it feels appropriate to approve.

c) Additions, alterations or any structural change to any cottage or other permanent accommodation (herein called "cottage") must likewise be pre-approved by the Camp Executive, and follow all municipal/provincial bylaws.

d) Permit Holder is responsible for all costs related to moving or construction of the cottage, including insurance costs, building permits and inspection from the local governmental authority, installation of septic holding tanks, etc.

e) Should the Permit Holder sell the cottage, or move the cottage from its site, s/he (they) is again responsible for all related costs.

f) The Permit Holder further agrees that in the event the lot is or becomes vacant, he will begin to erect a cottage upon the above mentioned lot within two years of the date of this permit or the date of vacancy.

g) Permits to locate on undeveloped lots cannot be transferred to anyone (including family) but must transfer back to MBRC if terms of development are not adhered to.

h) When it is necessary to reacquire the lot for the proper and general physical redevelopment of the Campground, as determined by the Camp Executive and the District Executive and appropriate notice be provided to all Permit Holders, the Permit Holder will be compensated with access to a similar and like/kind of lot for his further use.

3.ACCESS:

a) The Permit Holder may, at his/her/their own expense and subject to the prior written approval of the Camp Executive, construct or upgrade an access road to the cottage.

b) The Permit Holder is permitted to use the "public facilities" of the camp, subject to the policies and directions of the Camp Executive.

4.SERVICE FEE AND TAXES:

a) The Permit Holder agrees to pay an annual service fee, and utility fees as assessed each year by the Camp Executive, plus the assessed Municipal and School Taxes for the cottage and any improvements and the lot, as those taxes are apportioned by the Camp Executive.

b) Annual Notice of the amount of the service and utility fees and Taxes will be sent to the Permit Holder, and is due and payable on September 30th of each year. These fees will be prorated for the year in which the "Permit to Locate" is granted.

c) Overdue accounts will be subject to interest on the outstanding balance at the same rate as is levied by the Municipality on outstanding Realty Taxes.
 d) The Municipal and School Tax apportionment shall be solely based on the annual assessment base provided by the Province of Manitoba. The Camp Executive and the Permit Holder may together appeal any assessment. Any refunds granted due to a reassessment or successful appeal shall be immediately paid to the permit holder.

5. DUTIES, RESPONSIBILITIES, AND UNDERTAKINGS OF PERMIT HOLDER:

Permit Holder agree to the following:

a) The Permit Holder is responsible for keeping the cottage painted, in good repair, and aesthetically pleasing.

b) The Permit Holder is responsible for proper care and maintenance of the lot or yard on which the cottage is located.

c) The Permit Holder shall comply with Regulations set by the Camp Executive regarding sanitary conditions, waste and garbage disposal.

d) The Permit Holder shall obtain and maintain proper fire and liability insurance coverage for their property, and shall provide evidence of such insurance coverage to the Camp Executive when requested.

e) The Permit Holder agrees and understands that none of the Manhattan Beach Camp, The Pentecostal Assemblies of Canada, or their respective officers, agents, employees or volunteers, assume any responsibility for damage or injury sustained or suffered on or about Manhattan Beach Camp, ground.

6. CAMP REGULATIONS:

a) The Permit Holders will conduct themselves in a manner befitting a Christian Camp, and are subject to all Camp Regulations appended hereto and as revised and posted from time to time. Permit Holders are responsible for the actions and conduct of their family members and any guests who visit the Permit Holders or their respective cottage.

b) Failure to comply with Camp Regulations may be considered sufficient grounds for the immediate termination of this Permit by the Camp Executive.

c) The Permit Holder shall not, under any circumstances, cut down any trees or brush without the prior consent of the Camp Executive.

- d) Vehicles may be parked in designated areas only, or as set out in the Camp Regulations.
- e) The Permit Holder shall not erect any fences.

7.I. TERMINATION OF PERMIT:

This Permit may be terminated by the Camp Executive for whatever reason they deemed sufficient but including the following reasons:

a) The Permit is assigned, transferred, bequeathed or sublet by the Permit Holder.

b) The Permit Holder is no longer a member or adherent, in good standing with an Assembly of The Pentecostal Assemblies of Canada or the Assemblies of God.

c) The Permit Holder violates and fails to immediately remedy any breaches in the Permit to Locate.

d) Failure to pay accounts remaining in arrears for greater than one year.

e) Trespassing violation as specified in camp regulations.

f) Failure to conduct themselves in a manner befitting the Biblical standards of conduct.

g) Actions of guests which do not conform with terms and conditions of this Permit.

h) When any liens, demands or any other form of charge are registered against Manhattan Beach Camp, and are directly related to the Permit Holder, and upon 30 days notice by registered mail by the Secretary of the Camp Executive, the Permit Holder fails to have the charge removed.

8.II. TERMINATIONS GENERAL:

a) In the event this Permit is terminated by the Permit Holder or is terminated by the Camp Executive, the Permit Holder is allowed two years (or a longer period of time as may be designated by the Camp Executive) to sell and/or remove the cottage from the Manhattan Beach Camp property.

b) In the event this Permit is terminated by the Camp Executive due to the breach by the Permit Holder of any of these Terms and Conditions, the Permit Holder specifically agrees that there is no cause of action (either at law or otherwise) against Manhattan Beach Camp, The Pentecostal Assemblies of Canada, or their respective officers or representatives, and the Permit Holder agrees not to advance or institute any claim or action against them.

c) The certificate, delivered by register mail to the last known address, of the Secretary of the Camp Executive as to the reason(s) for the termination of this Permit shall be conclusively deemed to be those reasons.

d) In the event this Permit is terminated the time allowed for the sale or removal of the cottage has expired and the cottage has not been sold or removed, then the cottage and all other property remaining in or around it is forfeited by the Permit Holder, and becomes the property of The Pentecostal Assemblies of Canada. The Pentecostal Assemblies of Canada shall sell the accommodation at reasonable market value as soon as possible. The proceeds of sale upon receipt, less any recovered costs must be paid to the Permit Holder.

9.SALE OF COTTAGE:

If the Permit Holder wishes to sell the cottage to another person without removing the cottage from its existing location, such sale is subject to the written approval of the Camp Executive. Such approval will be given if the intended Purchaser meets the qualifications set out in the Permit, and s/he has signed a new Permit.

10.MEMBERSHIP REQUIREMENT:

The Permit Holder who ceases to be member or adherent in good standing of an Assembly of The Pentecostal Assemblies of Canada or Assemblies of God shall have his/her Permit reviewed by the Camp Executive, on the recommendation of the local Pastor, Board, or District Executive. The Camp Executive may terminate the Permit outright, or it may validate it subject to such conditions relating to membership or adherence of an Assembly as it may deem appropriate.

Any action on the Permit by the Camp Executive under this Clause is subject to ratification by the District Executive. Any person who feels aggrieved by the decision of the Camp Executive shall be entitled to make representations to the District Executive before it makes a final decision on the termination or validation of the Permit. The decision of the District Executive shall be final and binding on all persons. The Permit Holder understands and specifically agrees that lack of good standing with an Assembly is sufficient grounds for the immediate termination of this Permit.

11. OTHER TERMS AND CONDITIONS:

a) Any liens, demands or any other form of charge placed against the lot or Manhattan Beach Camp and related to the Permit Holder is the sole responsibility of the Permit Holder. The Permit Holder is responsible to remove immediately any Builders' Liens or other encumbrances for which s/he (they) is responsible from the Title to the land comprising the Campground, or any part of it.

b) If the District intends to or is forced to dispose of the property or any part of it, then the Permit Holders will be given first opportunity to purchase the camp property.

c) If there are further developments in the future which lead to disagreements between the Permit Holder and the Camp Executive which are not specifically dealt with in this Permit to Locate, then the matter shall be referred to the District Executive for mediation, failing which the District Executive may decide the issue and all parties shall be bound by the decision.

(Revised May/2005)

Appendix B:

Nanh	attan Beach
Retro	Catch the Spirit!

Manhattan Beach Retreat Centre P.O. Box 62 Ninette, Manitoba R0K 1R0

> 204.528-3306 www.mbrc.ca Email: info@mbrc.ca

Agreement of Sale

This is to confirm that I/we	
	(print name(s) of seller(s))
We have reached an agreement to	sell the cabin/trailer located at Manhattan Beach Retreat
Centre located at	
	(Address of where the cabin or trailer is located)
То	
	(print name of purchaser(s))
Home address of Purchaser:	
	(Address, Town/City, Postal Code)
Phone Number:	e-mail address:
Signature of Seller:	Date:
	Date:
I/we understand that this sale is board and the PAOC District offic	s subject to the approval of the Permit to Locate by the camp cers.
Signature of Purchaser:	Date:

This agreement of sale form is to accompany the purchaser's Permit to Locate document.

Date:_____

Appendix C:



Privacy & Confidentiality Policy Manhattan Beach Retreat Centre (MBRC): DISCLAIMER, PRIVACY AND CONFIDENTIALITY POLICY

Feb 17, 2007

DISCLAIMER POLICY:

MBRC provides this document for purposes of information it retains and links to user groups, rather contractual or otherwise, in the general course of accepted business

practices. We attempt to ensure the accuracy and privacy of all information we gather from, and provide to, our employees, rental groups and the general public for promotional reasons. MBRC assumes no liability for its completeness, accuracy or usefulness. We make no representation or warranty, express or implied, about the information we provide on our website, through email or written letters. At no event shall MBRC, its directors, agents, employees or contractors be liable to any person or third party for any direct, indirect, incidental, special or consequential damages whatsoever, including but not limited to lost revenue, lost equipment, or economic loss based in a contract or agreement. By using MBRC's facility you agree to the terms, conditions, rules and policies of MBRC.

CONFIDENTIALITY AND PRIVACY POLICY:

The confidentiality of any employee, leaseholder, contractual leaseholder, rental group or person is of utmost importance to MBRC. MBRC is committed to protecting and respecting the privacy of the <u>personal information</u> of its employees, members, directors, customers and stakeholders. We adhere to the Freedom of Information and Protection of Privacy Act. Any personal information received by MBRC will be kept confidential and secure. The information anyone provides MBRC will be used to; deliver resource materials, provide tax receipts, personal contact, provide management with employee data for bookkeeping, and to provide up to date promotion of MBRC. Although MBRC is committed to protecting the privacy of personal information, MBRC will not assume liability for loss, damage or misrepresentation from information misuse as a result of communication by the web site, email or Canada Post. If at any time an individual wishes to be removed from MBRC contacts your request will be granted by phoning 204-528-3306 or email info@mbrc.ca Upon request, an individual shall be given access to their personal information and have it amended as appropriate.

MBRC staff is authorized only to access personal information, based on their need to deal with the information, for the reason(s) for which it was obtained. Safeguards are in place to ensure that the information is not disclosed or shared more widely than is necessary to achieve the purpose for which it was gathered. MBRC has taken measures to maintain the integrity of this information and to prevent it from being lost or stolen. The privacy practices are reviewed from time to time to assure they have compliance with integrity and appropriateness. Collected and disclosed personal information is only used for the circumstances it was collected for.

DEFINITION OF PERSONAL INFORMATION:

Personal information is information that can be used to distinguish, identify or contact a specific individual. This information can include an individual's opinions or beliefs, as well as facts about, or related to, the individual. Exceptions are business contact information and certain publicly available information, such as names, addresses and telephone numbers as published in telephone directories. When home contact information is given as business contact information it is not subject to personal information.