

2020 CAMPSITE CONTRACT – LICENSE OF OCCUPATION

**2726124 Ontario Ltd. (Owner)
o/a Ray's Cottages**

-AND-

Name: _____ Date of Birth: _____
(Site User/Contracting Party: hereinafter the "OCCUPANT") #1

Name: _____ Date of Birth: _____
(Site User/Contracting Party: hereinafter the "OCCUPANT") #2

Permanent Home Address: _____

City/Town: _____ Province: _____ Postal Code: _____

Phone Number: (h) _____ (c) _____

Email Address: _____

Trailer Information: Make: _____ Model: _____ Year: _____

Trailer Insurance Information: Company Name: _____ Policy #: _____

The Owner has agreed to grant a License to the Occupant to use the following Site: _____ at Ray's Cottages, 37B McKnight Lane, Bloomfield, ON K0K 2J0 for the 2020 season.

The license of use of the Site by the Owner to the Occupant shall be in consideration for and subject to the terms and conditions as listed in the License of Occupation, Schedule A and the Seasonal Camping Fee Schedule. It is expressly acknowledged that there is no representation or assurance by the Owner to the Occupant that the License will be renewed annually and absent any written agreement of renewal of this License for any period, the Occupant shall vacate the site at the end of the term. The Park is closed from the Tuesday after the Thanksgiving holiday until the Friday of the May long weekend with no water, sewer, road clearing or other services and only pre-authorized access to the Site will be permitted.

The Occupant and their children/grandchildren under 18 years may use the site, provided this License is operative and in good standing:

Name, Relationship to Occupant, Date of Birth:

1. _____ 4. _____

2. _____ 5. _____

3. _____ 6. _____

The Occupant agrees to abide by the terms of this License agreement, and to ensure other permitted Site users abide by the terms of this License agreement.

1. It is agreed by the parties that the intended use for the Site is for seasonal recreational and vacation purposes only. The Park is designed and intended for use-for seasonal or temporary campground and recreational use only and as such the trailer on site cannot be used as a permanent residential or home address.
2. This License is for the occupation of the Site only and the Occupant acknowledges that they are a Licensee with respect to any facilities assigned to him and is deemed to have willingly assumed, without restriction, all risks arising out of their use of the Site and Park.
3. All charges for a deposit, storage, rent, services, etc., are HST applicable and due when invoiced.
4. All deposits are non-refundable and are held against the final balance owing in any year.
5. The Occupant shall not cultivate, produce or distribute cannabis anywhere on Park lands, the Site or in the Occupant's trailer.
6. Lawful consumption of alcohol or any other substance that may impair cognitive judgment and mobility, and the smoking or vaping of tobacco, cigarettes, or cannabis, is permitted on the Occupant's Site only and is prohibited in all common areas of the Park; however, in the event that consumption or smoking on the Site is the subject of valid nuisance complaints by other Occupants or their visitors, as determined solely by the Owner, then the Owner may further restrict such on Site consumption or smoking as deemed by the Owner to be appropriate.
7. The Occupant hereby acknowledges receipt of and agrees to be bound by the terms and conditions of the rules of the Park as presently in existence, being Schedule A hereto, or as may be reasonably established or at the discretion of the Owner modified from time to time. Amendments to this License, at the sole discretion of the Owner, may be instituted with written notice to the Licensee. If the Occupant objects to the amendment to the Park rules, the Occupant may, upon written notice to the Owner within seven days of receipt of such amendment, terminate the lease and leave the Park within 14 days of delivery of written notice to the Owner with no penalty.
8. The Occupant hereby undertakes and agrees that he will inform any family members and guests, visitors or other persons attending at the Occupant's Site as to the Park rules. The Occupant is responsible for the observance of the Park rules personally or by his permitted family members, guests, visitors or other persons attending at the Occupant's site or in the Park with the Occupant's permission or knowledge.
9. Any failure to remit any payments required under the terms of this agreement and any breach of any of the rules of the Park by the Occupant, his permitted family members, guests, visitors or other persons attending at the Occupant's site, shall be deemed to be a breach of this License and this License may be immediately terminated at the option of the Owner.
10. The Occupant hereby authorizes and directs the Owner, upon termination of this lease for any reason, to act as the Occupant's agent for the securing and/or removal of any of the Occupant's property from the above Site, or elsewhere in the Park, and the Owner shall not be liable for any damages thereby occasioned.
11. The Owner assumes no responsibility for any loss through fire, theft, collision or otherwise to trailers, additions, improvements or cars or their contents, regardless of cause. The Occupant agrees that the use of the Park or its facilities is solely at the risk of himself, his family and guests. The Occupant, his family and his guests, for themselves, their heirs, executors, administrators, successors and assigns **HEREBY RELEASE, WAIVE AND FOREVER DISCHARGE** the Owner, his agents, servants, successors and assigns **OF AND FROM ALL CLAIMS, demands, damages, costs, expenses, actions and causes of action, whether in law or equity, in respect of death, injury, loss or damages to himself, his family or guests or their property HOWSOEVER CAUSED, arising or to arise by reason of occupation of the above mentioned site and use of the Park or otherwise, whether prior to, during or subsequent to this AND NOTWITHSTANDING** that the same may have been contributed to or occasioned by the

negligence of any of the aforesaid. The Occupant further undertakes on their own behalf and on behalf of their family and guests to indemnify all the aforesaid from and against any and all liability incurred by any or all of them arising as a result of or in any way connected with this License.

12. The Occupant hereby undertakes and agrees to abide by, and comply with, all the provisions, terms and conditions of any applicable municipal, provincial or federal laws and regulations and any failure to do so may be deemed to be by the Occupant, their permitted family members, guests, visitors or others attending at the Occupant's Site with the Occupant's permission, a break of this License and, at the Owners' sole discretion, grounds for immediate termination of this lease, upon which the trailer shall be removed from the Site and all occupancy at the Site shall cease, with no refund of any deposit held by the Owner in respect of this License.
13. This License is personal to the Occupant and is not assignable unless the Owner consents, which consent may be unreasonable refused. Subletting is strictly prohibited under any circumstances.
14. In the event that the Site shall be repossessed under the terms of this License, any goods including and trailer that the Occupant has left on the Site shall be deemed to be an article as defined by the Repair and Storage Liens Act of Ontario, (hereinafter referred to as "the Act"), and may be removed by the Owner who shall be deemed to be a lien claimant and storer under the Act, to whatever location the Owner deems appropriate and the Owner in such removal and storage will not be responsible for any loss or damage to such goods. The Occupant will be responsible for any storage costs and moving costs incurred, together with any outstanding rent or charges or any other monies due under this agreement and the Owner may recover costs and/or monies owing in accordance with the provisions of the Act.
15. No add-ons, additions or Site improvements shall be incorporated without prior written approval. If such approval is granted, such add-ons, additions or improvements must be incorporated so as not to impede the expeditious vacating of the Site and removal of the Occupant's property.

The Occupant acknowledges that they have read and understand the terms of this License and agree to observe and comply with all terms. The Occupant declares all information provided to be true and accurate and warrants that they are responsible and authorized to sign on behalf of family members, guests, visitors or other person attending at the site.

The following signature of the Occupant will be needed yearly to renew this License of Occupation for the subsequent year. If any information has changed, a new License of Occupation will be required. It is expressly acknowledged that there is no representation or assurance by the Owner to the Occupant that this License will be renewed annually and absent any written agreement of renewal of this License for any period, the Occupant shall vacate the site at the end of the term. The Park is closed from the Tuesday after the Thanksgiving holiday until the Friday of the May long weekend with no water, sewer, road clearing or other services and only pre-authorized access to the Site will be permitted.

Occupant Signature: _____ Print: _____ Date: _____

Occupant Signature: _____ Print: _____ Date: _____

Campground Rep: _____ Print: _____ Date: _____