

LICENSE OF OCCUPATION

This License of Occupation is based on: occupancy of a family of 1 or 2 adults and children, 21 & under

BETWEEN:

Birch Cove Campgrounds LTD.

(Complete Legal Name)

(Hereinafter the "OWNER")

-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: _____

Telephone number(s): _____

E-mail: _____

Trailer Information:

Make _____ Length _____ Year _____

Ins. Company: _____ Policy#: _____

_____ I have general liability insurance in the amount of two million dollars (please check)

Golf Cart Ins. Company _____ Policy # : _____

Boat Ins. Company _____ Policy# _____

The owner has agreed to grant a license to the Occupant to use the following site with the services specified:

Lot#: _____ (the Site) at Birch Cove Campgrounds LTD. 3010 Pigeon Lake Road Bobcaygeon ON_ (the Park)

The license of use of the Site by the Owner to the Occupant shall be in consideration for and subject to the following terms and conditions: Term commencing on May 15th, 2021 and expiring on the 11th day of October, 2021. 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.

Initials Here: _____

The campground is closed from October 13th, 2020 to May 14th, 2021 with no water, sewer, road clearing, or other services and only pre-authorized, limited access to the Site will be permitted.

License charge for use of the Site is *refer to **Schedule A** attached* per Season. Metered electricity use is at the sole cost of the Occupant.

This license is personal to the above named Occupant(s) and eligible family members (list only children 21 and under) as follows:

Occupant

Relationship to Occupant

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 agreement.

This License, including the Schedules A & B, hereto, shall constitute the ENTIRE ARRANGEMENT between the parties. Please provide your initials on each page after reading. By signing the last page, you (on behalf of yourself or your minor child/ward and any personal representatives, assigns, heirs and next of kin) acknowledge, agree and represent that you have carefully read and fully understood this License and Schedules A & B attached and agree with its terms. There is no representation, warranty, condition or collateral agreement affecting this document other than as expressed herein in writing. This License shall be read with all changes of gender and number as required by the context.

Camping is an outdoor recreational activity. The participants known as campers leave their permanent residence and enjoy amenities and natural features of the outdoors. A campground is a designated area where seasonal camping takes place.

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 and shall not be used as a permanent or principal residential or home address.
2. It is agreed by the parties that the actual use of the Site shall be for seasonal, recreational purposes for temporary periods of time only and as further restricted by periods of park closure. As well, during any use of the specified site by the Occupants, the Occupants shall maintain a permanent residential premise elsewhere than at the Park that the Occupants have unlimited access to, and it is acknowledged by Occupants that zoning for the Park prohibits residential uses of Sites in the Park.
3. It is agreed and understood between the Owner and the Occupants that the word "trailer" as set out in paragraph 1 above shall include Recreational Vehicles and Park Model Trailers (as defined by the C.S.A. Standards Z-241), but shall not include Mobile Homes as defined by the C.S.A. Standards Z-240.
4. It is agreed and understood between the parties that the words "seasonal" or "temporary periods of time" as set out in paragraph 2 above may include periodic or recurrent use pertaining to all seasons of the year but shall not include use of the Site when the Park is closed.

Initials Here: _____

5. This license is for the occupation of the Site only and the Occupant acknowledges that he is a licensee with respect to any facilities assigned to him and is deemed to have willingly assumed, without restriction, all risks arising out of his use of the Site and Park.
6. All charges for a deposit, storage, rent, services etc. are due and payable when invoiced (**Schedule A** is attached to this License Agreement).
7. All deposits are non-refundable and are held against the final balance owing in any year. The deposit is forfeited as liquidated and not as a penalty upon breach of any term of this agreement.
8. In addition to the Site, the Occupant shall have the use in common with others so entitled to all common areas provided without additional charge. This license may be renewed solely at the discretion of the Owner from year to year save and accept any adjustment in the fees charged, unless terminated by either party, in writing, on or before **October 11th**.
9. In addition to the foregoing, the Occupant shall pay in addition any taxes, assessments, levies, or license fees imposed by any authority on or as a result of any equipment, fixtures, improvements, furnishings or vehicles erected, placed or left on the Site by or on behalf of the Occupant which additional charges shall be payable immediately upon receipt of any notice or demand for payment received by the Owner and conveyed to the Occupant.
10. The Occupant shall not cultivate, produce or distribute cannabis anywhere on Park lands, the Site, or in the Occupant's trailer. The Occupant also agrees to not bring weapons or illegal substances to the Premises.
11. Lawful consumption of alcohol or any other substance that may impair cognitive judgment and mobility, and the smoking/vaping of tobacco, cigarettes, or cannabis, is permitted on the Occupant's Site (cannabis restricted to within the Occupant's trailer) only and is prohibited in all common areas of the Park unless otherwise permitted as designated in the Park Rules; however, in the event that consumption or smoking on the Site (cannabis restricted to within campers trailer) 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.
12. The Occupant hereby acknowledges receipt of and agrees to be bound by the terms and conditions of the Rules and Regulations of the Park as presently in existence, being **Schedule B** hereto, or as may be reasonably established or at the discretion of the Owner modified from time to time. Amendments to this license may be made at the sole discretion of the Owner.
13. 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 and Regulations, from time to time. The Occupant is responsible for the observance of the Park Rules and Regulations personally or by his/her permitted family members, guests, visitors or other persons attending at the Occupants' site or in the Park with the Occupants' permission or knowledge.
14. Any failure to remit any payments required under the terms of this agreement and any breach of any of the Rules and Regulations of the Park by the Occupant, his/her 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.
15. The Occupant hereby authorizes and directs the Owner, upon termination of this license 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.

Initials Here: _____

16. The Owner assumes no responsibility for, nor shall it be named as liable for any loss through fire, theft, Park closures due to circumstances beyond control of the Owner including an "act of God", flooding, power outages, forest fires, sewage or water system failures, nor shall the Owner be legally responsible in any way for 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 or occupation of the above mentioned site and use of the Park or otherwise, whether prior to, during subsequent to this AND NOTWITHSTANDING that the same way have been contributed to or occasioned by the negligence of any of the aforesaid. The Occupant further undertakes on his own behalf and on behalf of his 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 the license.
17. 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, his permitted family members, guests, visitors or others attending at the Occupant's Site with the Occupant's permission, a breach of this License and, at the Owners' sole discretion, grounds for immediate termination of this License, 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.
18. The address for notification to the Occupant of a Notice to be given under the term of this license, or otherwise, shall be via e-mail or at the permanent home address of the Occupant as set out above, unless written notice of a change has been given by regular first-class mail. Any notification pursuant to the terms of this license shall be deemed to have been received five working days after it is mailed by regular mail.
19. In the event of any default of any of the terms and conditions of this License agreement, including a breach of the Park Rules, and except where otherwise stated, the Owner shall have the following rights:
- a. On fourteen days prior written notice default delivered, or deemed received under the terms of this license, to terminate this License agreement and re-enter upon the above Site and repossess it.
 - b. To sue for any overdue payments or damages arising out of a breach of this license together with interest, (at the Courts Justice Act Rate), Legal Costs together with any other costs of any nature or kind which may be incurred in repossessing the Site and collecting overdue payments or damages.
 - c. To seize any goods or property on the Site subject to any applicable provisions of the law and to sell the same to recover any monies or damages owing.
 - d. To bar the Occupant, members of his family, guests, visitors or other persons attending the Occupant's Site or at the Park from:
 - i. Staying past 8:00pm on any night of the aforementioned fourteen (14) days;
 - ii. Attending or participating in any common activities as may be held in the Park.
20. The Occupant acknowledges that the sale of any trailer or structure must go through and be approved by the owner.
21. This license is personal to the Occupant and is not assignable.

Initials Here: _____

22. In the event that this Site shall be repossessed under the terms of this license, any goods including any 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.
23. Notice is hereby given that the entry to the Park is permitted only for activities conducted in accordance with this license and the Rules and Regulations as they exist from time to time and all other activities are prohibited in accordance with the provisions of *The Trespass To Property Act*, R.S.O., 1990 c. T.21, as amended from time to time. Any persons violating this notice or failing to leave the premises immediately when directed to do so shall be in violation of the said Act and may be prosecuted in accordance with its provisions.
24. The Occupant of the Site shall exercise such care as is reasonable in the maintenance of the Site during the term of his License to ensure that persons entering on the Site and the property brought on the Site by such persons are reasonably safe while on the Site and shall save the Owner harmless from any claims as a result of the failure of the Occupant to do so. This clause is included to exclude and modify the Owners' liability as described above and in accordance with the exclusion and modification permitted by the *Occupiers' Liability Act*, Ontario.
25. By his signing of this license the Occupant hereby represents to the Owner and warrants that he has the responsibility and/or authority to sign on behalf of family members, guests, visitors or other persons attending the Site from time to time.
26. The Occupier of a site shall exercise such care as is reasonable in maintenance of the site during his occupancy to see that any person entering on the site, and the property brought on the site by those persons, are reasonably safe while on the site, and shall save us, the Owner, harmless from any claims as a result of the failure of the Occupant to do so. No add-ons, additions or site improvements shall be incorporated without prior approval. If such approval is granted, such add-ons, additions, or improvements shall must be incorporated so as not to impede the expeditious vacation of the site and removal of the Occupants property.
27. The Occupant acknowledges that permanent structures of any kind are prohibited on the Site and the Occupant shall not claim to be the owner of a permanent structure used or intended for use as living accommodation on the Site. It is agreed that if there is a finding by a court, tribunal or office of competent jurisdiction that there is permanent living accommodation located on the site, or if such a claim is made by the Occupant, such claim or finding shall be good and valid grounds for termination of this License of Occupation.
28. This license, including the schedules hereto, shall constitute the entire arrangement between the parties. There is no representation, warranty, condition or collateral agreement affecting this document other than as expressed herein in writing. This license shall be read with all changes of gender and numbers as required by the context.
29. I, the named Occupant for the specified site acknowledge providing the personal information pursuant to this license agreement and confirm the accuracy of the same.

Initials Here: _____

I/We have carefully read and reviewed with individuals listed on this license the attached schedules A & B. I/We assume all responsibility for myself, spouse/partner, family, pets, all guests and permitted Site users. I/We am/are aware that any violation to the aforementioned policies may result in immediate termination of this license of occupation.

This License of Occupation form is prepared for the exclusive use by members of The Ontario Private Campground Association.

This Agreement signed on the date noted below shall be binding upon the heirs, executors, administrators and permitted assigns of the parties hereto.

Birch Cove Campgrounds Ltd.
Name of Owner

Occupant #1 (print)

Occupant #1 (sign)

Date: _____

Occupant#2 (print)

Occupant#2 (sign)

Date: _____

Initials Here: _____