

2024

LICENSE OF OCCUPATION

(the "License")

This License is based on occupancy of a family of 1-2 adults and children 21 years of age and under

BETWEEN:

Birch Cove Campgrounds LTD.

(Complete Legal Name)

(Hereinafter, the "OWNER")

-AND-

Primary Occupant: _____ Date of Birth: _____
(Site User/Contracting Party)

Occupant: _____ Date of Birth: _____
(Site User/Contracting Party)

(Hereinafter, collectively the
"OCCUPANTS")

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 in accordance with the terms of the License:

Lot#: _____ (the "Site") Birch Cove Campgrounds LTD. 3010 Pigeon Lake Road Bobcaygeon ON
_____ (the "Campground")

Initials Here: _____

The license of use of the Site by the Owner to the Occupants shall be in consideration for and subject to the following terms and conditions: Term commencing on May 15, 2024 and expiring on October 14, 2024. It is expressly acknowledged that there is no representation or assurance by the Owner to the Occupants that this License will be renewed annually and, absent any written agreement of renewal of this License for any period, the Occupants shall vacate the site at the end of the term.

The Campground is closed from October 15, 2024 to May 14, 2025 with no water, sewer, road clearing, or other services and only pre-authorized, limited access to the Site will be permitted.

The seasonal rate (the “**Rate**”) for the use of the Site is attached to **Schedule A** of this License. In the event of a Campground operations shut-down or opening delay imposed by governmental, public health or other regulatory authorities, the Rate shall nonetheless be payable in full, subject only to the Owner's sole and exclusive exercise of discretion, which may be unreasonably exercised, in determining whether the Rate shall abate during the period of shut-down or delay, as the case may be. Metered electricity use is at the sole cost of the Occupants.

This License is personal to the above named Occupants and listed eligible family members below (list only children 21 and under):

| Name | Relationship to Occupant | Date of Birth |
|-------|--------------------------|---------------|
| _____ | _____ | _____ |
| _____ | _____ | _____ |
| _____ | _____ | _____ |
| _____ | _____ | _____ |

The Occupants agree: a) to abide by the terms of this License; and that b) it shall be responsible for ensuring all eligible family members and other guests comply with the terms of this License.

This License, including the attached Schedule A and B hereto, shall constitute the ENTIRE AGREEMENT between the Owner and the Occupants (collectively, the “Parties”). Please provide your initials on each page after reading. By signing the last page, you (on behalf of yourself or your child and any personal representatives, assigns, heirs and next of kin) acknowledge, agree and represent that you have carefully read and fully understood the terms of this License and Schedules A and B, and agree to comply with its terms. The Owner makes no representations or warranties other than as expressed herein in writing. This License shall be read with all changes of gender and number as required by the context.

Initials Here: _____

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. The Campground is designed for seasonal and temporary recreational use only. The trailer on site shall not be used as a permanent or principal residence.
2. It is agreed by the Parties that the intended and actual use for the Site shall be for recreational and vacation purposes only, on a seasonal and temporary basis, and as further restricted by periods of campground closure. In addition, the Occupants shall maintain a permanent residential address elsewhere outside the Campground to which the Occupants have unlimited access. The Occupants acknowledge that zoning for the Campground prohibits residential uses of Sites at the Campground.
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" 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 Campground is closed.
5. This License is for the occupation of the Site only and the Occupants acknowledge that they are licensees with respect to any facilities assigned to them, and they are deemed to have willingly assumed, without restriction, all risks arising out of their use of the Site and Campground.
6. All charges for a deposit, storage, rent, services etc. are due and payable when invoiced (see **Schedule A**, attached to this License).
7. All deposits are non-refundable and are held against the final balance owing in any year. The deposit is forfeited as liquidated damages and not as a penalty upon breach of any term of this License.
8. In addition to the Site, the Occupants shall have access to the common areas without additional charge.
9. 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 14, 2024.
10. In addition to the foregoing, the Occupants shall also pay 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 Occupants. Such additional charges shall be payable immediately upon receipt of any notice or demand for payment received by the Owner and conveyed to the Occupants.
11. The Occupant shall not cultivate, produce or distribute cannabis anywhere on the Campground, the Site, or in the Occupants' trailer. For the safety of all persons, the Occupants also agree not to carry, possess or bring in weapons or illegal substances to the Campground.
12. Lawful consumption of alcohol or any other substance that may impair cognitive judgment and mobility, and the smoking/vaping of tobacco or cigarettes, is restricted to the Occupants' Site only, and is prohibited in all common areas of the Campground unless otherwise permitted as designated in the Campground Rules. The

Initials Here: _____

use and possession of cannabis is restricted to within the Occupants' trailer. In the event consumption or smoking on the Site (cannabis restricted to within the Occupants' trailer) is the subject of valid nuisance complaints by other Occupants or their visitors, the Owner may further restrict such on-Site consumption or smoking as deemed by the Owner to be appropriate, at the Owner's sole and absolute discretion.

13. The Occupants hereby acknowledge receipt of and agree to be bound by the terms and conditions of the Rules and Regulations of the Park attached as **Schedule B** hereto (the "**Rules**"), or as may be reasonably established or modified at the discretion of the Owner from time to time.
14. The Occupants hereby undertake and agree that they will inform any family members and guests, visitors or other persons attending at the Occupants' Site of the Rules. The Occupants shall be responsible for ensuring their permitted family members, guests, visitors and other persons attending at the Occupants' site or the Campground comply with the Rules.
15. Failure to make timely payments as required under the terms of this License, and any breach of any of the Rules by the Occupants, their permitted family members, guests, visitors or other persons attending at the Occupants' Site shall be deemed to have breached this License, and this License may be immediately terminated at the option of the Owner. Breach of the Rules or this License shall be determined in the sole and absolute discretion of the Owner.
16. The Occupants hereby irrevocably authorize and direct the Owner, upon termination of this License for any reason, to act as the Occupants' agent for the securing and/or removal of any of the Occupants' property from the above Site, or elsewhere in the Campground, and the Owner shall not be liable for any damages as a result.
17. The Owner assumes no responsibility for, nor shall it be liable for any loss through fire, theft, Campground closures due to circumstances beyond control of the Owner including an "act of God", flooding, power outages, contagion, epidemic, pandemic, 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 Occupants agree that the use of the Campground or its facilities is solely at the risk of themselves, visitors, family and guests. The Occupants, their visitors, family and guests, their heirs, executors, administrators, successors and assigns HEREBY RELEASE, WAIVE AND FOREVER DISCHARGE the Owner, his agents, servants, successors and assigns 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 Site and use of the Campground 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 Occupants further undertake 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 the License.
18. The Occupants hereby undertake and agree to abide by, and comply with, all of 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 Occupants, permitted family members, guests, visitors or others attending at the Occupants' Site with the Occupants' 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.

Initials Here: _____

19. Notice to the Occupants shall be given via e-mail or at the permanent home address of the Occupants as set out above, unless written notice of a change has been given by regular mail. In the event notice is given by regular mail, the Occupants' shall be deemed to have received the notice five (5) working days after it is mailed.
20. In the event of default of any of the terms and conditions of this License, including a breach of the Rules, and except where otherwise stated, the Occupants agree that the Owner may enforce any one or more of the following rights or remedies and in any order:
- a. On fourteen (14) days' prior written (including electronic) notice of default delivered, or deemed received under the terms of this License, the Owner may terminate this License, and may re-enter and repossess the Site.
 - b. The Owner may sue for any overdue payments or damages arising out of a breach of this License together with interest (at the rate legislated in the **Courts of Justice Act** or otherwise ordered by the court), legal costs, and any other costs of any nature or kind which may be incurred in repossessing the Site and collecting overdue payments or damages.
 - c. The Owner may seize any goods or property on the Site subject to any applicable provisions of the law, and may sell the same to recover any monies or damages owing.
 - d. The Owner may bar the Occupants, members of their family, guests, visitors or other persons attending the Occupants' Site or at the Campground from:
 - i. Staying past 8:00pm on any (or all) night(s) of the aforementioned fourteen (14) days;
 - ii. Attending or participating in any common activities as may be held in the Campground, such privileges as may be unreasonably withheld.
21. The Occupants acknowledge that the sale of any trailer or structure arranged on site or present on site must go through and be approved by the Owner.
22. This License is personal to the Occupants and is not assignable.
23. In the event that this Site shall be repossessed under the terms of this License, any goods including any trailer that the Occupants have left on the Site shall be deemed to be an article as defined by the **Repair and Storage Liens Act** of Ontario, (the "**RSLA**"), and may be removed by the Owner who shall be deemed to be a lien claimant and storer under the RLSA, to whatever location the Owner deems appropriate. The Owner will not be responsible for any loss or damage to such goods. The Occupants 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 License, and the Owner may recover costs and/or monies owing in accordance with the provisions of the RLSA.
24. Entry to the Campground is permitted only for activities conducted in accordance with this License and the Rules, as they exist from time to time. All other activities are prohibited in accordance with the provisions of **The Trespass To Property Act**, R.S.O., 1990 c. T.21 ("**TPA**"), 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 TPA and may be prosecuted in accordance with its provisions.

Initials Here: _____

| | | |
|--------------------------|------------------------------|------|
| | | |
| Primary Occupant (Print) | Primary Occupant (Signature) | Date |

| | | |
|------------------|--------------------|------|
| | | |
| Occupant (Print) | Occupant (Initial) | Date |

Initials Here:

**RELEASE OF LIABILITY, WAIVER OF CLAIMS,
ASSUMPTION OF RISKS, INDEMNITY AGREEMENT AND
CONSENT TO MEDICAL TREATMENT
(the "Release Agreement")**

To be completed by all Occupants

**BY SIGNING THIS RELEASE AGREEMENT, YOU WILL WAIVE OR GIVE UP CERTAIN
LEGAL RIGHTS, INCLUDING THE RIGHT TO SUE. PLEASE READ CAREFULLY!**

| | |
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| | |
| INITIAL | INITIAL |

TO: BIRCH COVE CAMPGROUNDS LTD., all related or associated companies, subsidiaries and affiliated organizations and their respective owners, directors, officers, managers, members, employees, agents, representatives, heirs, successors and assigns (the "Releasees" or the "Campground").

3010 PIGEON LAKE ROAD, BOBCAYGEON, ON K0M 1A0 (the "Premises")

| OCCUPANTS' INFORMATION | | | | | |
|--------------------------------------|--|----------|---------------|-------------|--|
| PRIMARY OCCUPANT | | | Date of Birth | | |
| OCCUPANT | | | Date of Birth | | |
| Home Address | | | | | |
| City | | Province | | Postal Code | |
| Phone Number | | | E-Mail | | |
| Name of Emergency Contact | | | | | |
| Emergency Contact's Telephone Number | | | | | |
| Vehicle Licence Plate Number | | | | | |

ACKNOWLEDGEMENT – CAMPGROUND SAFETY

I expressly acknowledge and agree that my attendance at the Premises and participation in the activities of the Campground (the “**Campground Activities**”) may involve the risk of serious injury, death, and/or property damage or loss, and may result in aggravation of previous injuries.

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| INITIAL | INITIAL |

CONSENT TO MEDICAL TREATMENT

I represent and warrant to the Releasees that I am in good physical condition, and can safely participate in the Campground Activities. I am also advised to seek medical relief if I know or suspect that my physical condition may at any time be incompatible with the Campground Activities.

If I am pregnant, disabled or have recently suffered an illness or injury, I acknowledge that I have been advised to consult a physician before participating in the Campground Activities.

I consent to medical care and transportation to obtain treatment in the event of injury, and understand that this Release Agreement extends to any liability arising out of or in any way connected with such medical treatment or transportation.

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| INITIAL | INITIAL |

ASSUMPTION OF RISKS

I am aware that attendance at the Premises and participation in the Campground Activities may involve many risks, dangers and hazards including but not limited to: my own actions or inactions of others (including Campground owners, officers, directors, managers, staff, volunteers, visitors or otherwise); accidents which occur during transportation or travel to and from the Campground; slips and falls; injuries; drowning; hypothermia due to exposure to very cold water; impact or collision with rocks, trees, logs; encounters with domestic or wild animals; high winds; equipment failure; variation in the water conditions or surfaces; negligence of first aid; negligence of other participants; illnesses; infections and contact with others. I am also aware that there is a risk of **NEGLIGENCE ON THE PART OF THE RELEASEES. I UNDERSTAND THAT NEGLIGENCE INCLUDES FAILURE ON THE PART OF THE RELEASEES TO TAKE REASONABLE STEPS TO SAFEGUARD OR PROTECT ME FROM THE RISKS, DANGERS AND HAZARDS OF THE CAMPGROUND ACTIVITIES. I FREELY ACCEPT AND FULLY ASSUME ALL RISKS, DANGERS AND HAZARDS ASSOCIATED WITH THE CAMPGROUND ACTIVITIES AND THE POSSIBILITY OF PERSONAL INJURY, DEATH, PROPERTY DAMAGE OR LOSS RESULTING THEREFROM.**

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| INITIAL | INITIAL |

RELEASE OF LIABILITY, WAIVER OF CLAIMS AND INDEMNITY AGREEMENT

In consideration of the Releasees agreeing to my attendance in the Premises and participation in the Campground Activities, and for other good and valuable consideration, the receipt and sufficiency of which is acknowledged, I hereby declare that I understand and agree as follows:

1. **TO WAIVE ANY AND ALL CLAIMS** that I have or may in the future have against the Releasees **AND TO RELEASE THE RELEASEES** from any liability for any loss, damage, expense, or injury including death that I may suffer, or that my next of kin may suffer, as a result of my attendance in the Premises and participation in the Campground Activities DUE TO ANY CAUSE WHATSOEVER, INCLUDING NEGLIGENCE, BREACH OF CONTRACT OR BREACH OF ANY STATUTORY OR OTHER DUTY OF CARE, INCLUDING ANY DUTY OF CARE OWED UNDER THE ***OCCUPIERS' LIABILITY ACT***, R.S.B.C. 1996, C.337, ON THE PART OF THE RELEASEES. I UNDERSTAND THAT NEGLIGENCE INCLUDES FAILURE ON THE PART OF THE RELEASEES TO TAKE REASONABLE STEPS TO SAFEGUARD OR PROTECT ME FROM THE RISKS, DANGERS AND HAZARDS OF THE CAMPGROUND ACTIVITIES;
2. TO HOLD HARMLESS AND INDEMNIFY THE RELEASEES from any and all liability for any property damage or personal injury to any third party resulting from my attendance in the Premises and my participation in the Campground Activities;
3. This Release Agreement shall be effective and binding upon my heirs, next of kin, executors, administrators, assigns and representatives, in the event of my death or incapacity;
4. This Release Agreement and any rights, duties and obligations as between the parties to this Release Agreement shall be governed by and interpreted solely in accordance with the laws of Ontario and no other jurisdiction; and
5. Any litigation involving the parties to this Release Agreement shall be brought solely within the Province of Ontario and shall be within the exclusive jurisdiction of the Courts of the Province of Ontario.
6. I expressly agree that this Release Agreement is intended to be as broad and inclusive as permitted by the laws of the Province of Ontario. If any provision of this Release Agreement is determined to be invalid or unenforceable in whole or in part, such invalidity or unenforceability shall attach only to such provision or part thereof and the remaining part of such provision and all other provisions shall continue in full force and effect.

7. I agree that I have entered into this Release Agreement of my own volition, and of equal bargaining power. As such, I expressly agree that *contra proferentem* shall not apply to the interpretation of the terms of this Release Agreement, and that any ambiguity with respect to this Release Agreement shall be interpreted in favour of the Campground.

| | |
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| INITIAL | INITIAL |

COMPLETE BELOW IF YOU ARE A PARENT/GUARDIAN OF AN ATTENDEE UNDER THE AGE OF 18

I am the parent or guardian of the minor(s) named below (the “**Minors**”):

| Name | Relationship to Occupant | Date of Birth |
|-------|--------------------------|---------------|
| _____ | _____ | _____ |
| _____ | _____ | _____ |
| _____ | _____ | _____ |
| _____ | _____ | _____ |

I give consent for the Minors’ attendance of the Premises and participation in the Campground Activities. I represent that the Minors are in good physical condition and acknowledge that I have reviewed, understood and agreed to the terms of the Release Agreement herein. I agree that the terms apply to both myself and the Minors, and represent that I have the legal authority to enter into this Release Agreement on behalf of the Minors.

I agree to reimburse the Releasees and do hereby covenant and agree that I will indemnify the Releasees of and from all claims and demands, suits, actions or claims for contribution or indemnity whether statutory, contractual, tort, in equity or otherwise which may be brought against the Releasees on behalf of the Minors.

| | | |
|-----------------------------|-----------------------|---------------|
| _____ Occupant Signature | _____ Printed Name | _____ Date |
| _____ | _____ | _____ |

In entering into this Release Agreement, I am not relying on any oral or written representations or statements made by the Releasees with respect to the safety of the Premises and related Campground Activities, other than what is set forth in this Release Agreement.

I CONFIRM THAT I HAVE READ THE RELEASE AGREEMENT AND AGREE TO BE BOUND BY ITS TERMS. I agree the failure of any provision of this Agreement to insert an "INITIAL" box for my acknowledgement shall not invalidate that provision.

Primary Occupant Signature

Date

Occupant Initial

Date

Schedule A

Birch Cove Campgrounds Ltd. - Seasonal Rates*

(May 15th - Oct 14 2024)

Waterfront lot, cable, sewer, water- \$3900.00 (plus HST)

Large lot, cable, sewer, water- \$3700.00 (plus HST)

Lot, cable, sewer, water- \$ 3500.00 (plus HST)

Boat Dockage (plus HST)

Main Dock- \$500.00

Pond Dock- \$450.00

Jet Ski Dock- \$250.00

Visitors (must register at office)

Daily - \$1.00

Seasonal - \$35.00/individual or \$50.00/family

Payment Terms

Sept 1, 2023- \$500.00 (plus HST)- non-refundable seasonal site deposit. Late deposits (after Sept. 18, 2023), will result in a \$50.00 late charge. We reserve the right, due to non payment to rent the lot after Sept. 1.

May 15,2024- Balance of seasonal lot fee (plus HST) due. Failure to pay balance by May 31,2024 will result in a \$50.00 late charge. We reserve the right, due to nonpayment to rent the lot after May 15.

* All standard rates are subject to proposed taxes as per Section #32 of your 2023 Rules and Regulations

BIRCH COVE CAMPGROUNDS LTD.
RULES, REGULATIONS AND WAIVER

SCHEDULE B

License of Occupation/Waiver and Release of Claims

1.The License of Occupation and Waiver and Release of Claims are annual documents to be signed by the Adult occupant(s) no later than May 15 of each calendar year.

The License includes the following:

Schedule A: Birch Cove Campgrounds Ltd.-Seasonal Fees

Schedule B: Birch Cove Campgrounds Ltd. Rules, Regulations and Waiver

2. The License of Occupation is granted to a family of 1 or 2 adults and children, 21 & under. By signing the last page of the License the occupant(s) agree and represent that they have carefully read and fully understand the License and all Schedules attached and agree with all terms.

Liability

3. The owners and staff of Birch Cove Campgrounds Ltd. (herein known as Birch Cove Campgrounds) do NOT accept any responsibility for accidents or injury of any kind that results from the use of the campground or facilities. By signing the License of Occupation the Occupant (herein known as the Camper), their family members and guests acknowledge and accept the nature and extent of the risks present at Birch Cove Campgrounds and use the campground and facilities at their own risk.

4. The Camper further irrevocably assumes all risk of death, personal injury or damage to or loss of property during their participation in any activity or event organized by Birch Cove Campgrounds whether or not such risk is contemplated within these rules and regulations and whether or not such risk is caused by a negligent act or omission or any defect in the surroundings or equipment at Birch Cove Campgrounds.

5. Birch Cove Campgrounds is not responsible for any theft, vandalism, losses or damages that a person may incur at Birch Cove Campgrounds and for any losses or damages where such losses or damages are due to situations including but not limited to loss of electricity, acts of god (fire, flood, earthquake or other natural disaster), acts of public authorities, war, or any other unforeseen unpredictable event.

6. To the maximum extent permitted by law, the Camper releases and holds harmless Birch Cove Campgrounds, its successors and assigns from any and all claims, actions, damages, liabilities, losses, costs and expenses of any kind resulting from any use of the campground or facilities. By signing the License of Occupation, the camper acknowledges that this release applies to the Camper, their personal representatives, family members, assigns, heirs, next of kin and guests while on the property of Birch Cove Campgrounds.

Insurance

7. Every camper is responsible for securing adequate insurance to cover any trailer, accessories, personal property, boat, golf cart or other motorized vehicle that they may have. Each camper shall provide the owners of Birch Cove Campgrounds the insurance company and policy number on the License of Occupation. By signing the License of Occupation the Camper relieves Birch Cove Campgrounds from any and all liability arising from property damage, fire, collision or theft, whether or not such liability is the result of inadequate or cancelled insurance.

8. Each camper shall provide proof of general liability insurance coverage to Birch Cove Campgrounds in the amount of two million dollars (\$2,000,000) to cover all losses or damages suffered by Birch Cove Campgrounds in the event that such losses or damages were caused by the camper, their family members or guests whether or not such losses or damages were caused through negligence or otherwise and the camper accepts full responsibility for their actions as well as the actions of their family members and guests while on the campground.

Use of Golf Carts, Bicycles and Children's motorized vehicles

9. Prior to use, all golf carts must be approved by the owners and staff of Birch Cove Campgrounds, must have head lights and Birch Cove lot decals (purchase in Office) must be clearly displayed on both sides of the golf cart. A Campers golf cart cannot be driven after 12 AM & before 7 AM

10. By signing the License of Occupation, golf cart owners acknowledge that all drivers are over the age of 16, have a valid insurance policy and will abide by the park speed limit of 10km per hour. It is preferred that all golf cart drivers have a valid driver's license. Every golf cart owner shall provide the owners of Birch Cove Campgrounds the insurance company and policy number on the License of Occupation.

11. Golf cart passengers and drivers must be seated at all times, NO standing is allowed. Golf cart owners acknowledge and agree that they are responsible for all passengers in the golf cart and the privilege of having a golf cart on the campground can be revoked at any time for failure to adhere to these rules and regulations.

12. Any damage to the campground, facilities or other campsites caused by a Camper's golf cart will be the sole responsibility of the golf cart owner. By signing the License of Occupation, the Camper acknowledges that they will be responsible for any and all damage caused by a golf cart registered to their campsite.

13. It is the law in Ontario that anyone under 18 must wear a bicycle helmet. All bicycles and children's motorized vehicles are required to have lights and young children must be supervised by an adult at all times.

Quiet Hours/ Noise Restrictions

14. At any time-day or night-please be respectful of others. Extremely loud noise that affects others will be addressed at any time. The hours between 12AM and 8AM are designated quiet hours. No loud noises/sounds from any type of equipment or activities are permitted after 12AM and before 8AM at the campsite.

Campfires

15. Campfires (wood only) must be kept in fire pots and must not be higher than two feet. Campfires must be directly supervised by an adult at all times and must never be left unattended. All campfires must be pursuant to the local authority guidelines permitting fires. Certain restrictions may be imposed by local authorities on campfires at certain times of the year and during certain hours. Storage of firewood should not impede access to water, sewer or hydro lines and shall be limited to the supply for one camping season.

16. Campers are prohibited from burning any household garbage and are restricted from allowing fires to smolder during the day. NEVER dispose campfire ashes in the pit, garbage bins or compost area.

Alcohol & Smoking & Cannabis

17. Alcohol may be consumed on a campsite. At all other times alcohol cannot be on open display and must be in non-breakable containers at any organized activity or gathering. Open alcohol is prohibited in golf carts or other vehicles. Underage drinking and public displays of drunkenness will not be tolerated.

18. Smoking or vaping tobacco is prohibited: in any public building and not within 20 metres of the playground and within 9 metres of the Recreation Hall

19. Smoking or vaping cannabis is prohibited in all areas of the campground and only in a Camper's trailer

Pets

20. Pets are permitted at Birch Cove Campgrounds. Pets are not to be left on the campground unattended and owners are required to clean up after their pets. Pets are NOT permitted on the beach.

21. Dogs must be kept on leashes and under the control of their owners at all times. Dogs must also be well behaved; aggressive behavior or excessive barking will not be tolerated.

Beach/Playground/Docks

22. All swimming and playground areas on the campground are unsupervised. Campers are required to supervise family members and guests while swimming or using the playground equipment. By signing the License of Occupation, campers acknowledge and agree that Birch Cove Campgrounds will NOT provide any lifeguards or supervision for campers, their family members or guests while swimming at the campground or using the playground equipment and accepts responsibility for all family members and guests that may be visiting their camp site and who use the beach or playground. No glass or bottles are allowed on the beach or at the playground.

23. No fishing is permitted on docks or between docks

24. No jumping or swimming off a dock.

25. Water toys, inflatables and boat covers cannot be left on the grass by docks during weekdays.

Boats/PWC/Canoes/Kayaks

26. The Boat/PWC (vessel) owner agrees to maintain insurance for the vessel(s). Birch Cove Campgrounds is not responsible in any way to intervene or protect the vessel should foul or dangerous weather threaten to damage, or damages the vessel; is held harmless of any claims of any other owners of property or vessels arising out of contact with the Owners vessel. The Owner is responsible to Birch Cove Campgrounds for damage to its property arising out of contact the the Owner's vessel, or any fuel or appurtenance therefrom, including, without limitation, dock damage, environmental fines, and all other liabilities.

27. Canoes/Kayaks must be on a rack and clearly display the Lot number. Paddle boats can be stored near the north rack in a way that does not impede cutting or trimming.

Additional Safety requirements

28. Birch Cove Campgrounds has the following safety requirements:

- a. Children 18 years of age and under must be under parental supervision and must be on an adult supervised lot by no later than 11PM;
- b. Adults must always accompany children to the washroom or shower;
- c. Fireworks, firearms, weapons and electric heaters are NOT permitted
- d. No running or passing through other campers lots.

Garbage/Recycling, Compost & Septic Requirements

29. Birch Cove Campgrounds has the following disposal requirements:

- a. Only KITCHEN garbage is permitted to go into the dumpster/garbage bin. Do not place large household items outside of the bins. Campers must take them out of the park for proper disposal.
- b. Cardboard should be collapsed and placed in the designated trailer.
- c. Yard waste is required to be put in bio-degradable paper bags and put in the compost area;
- d. Only single ply toilet paper can be used in the campground, disposal of feminine products or any other material in toilets are prohibited (ex. cleaning wipes, kleenex, paper towels, cooking grease, javex)
- e. No wood, decking, lattice etc should be put in the brush pile
- f. See the office regarding disposal of old bbq and metal items
- g. Shrink wrap cannot go in the garbage and recycling

Individual Campsite/Trailer requirements:

30. Campers are required to abide by the following:

- a. All trailers must be equipped with a holding tank or flush toilet;
- b. All trailers are required BY LAW to have a smoke detector and carbon monoxide detector;
- c. All refrigerators must be kept in sheds;
- d. Campers shall NOT damage trees or shrubs by cutting the limbs or bark; and
- e. Campers must maintain the grass on their lot and rake leaves as is necessary. Failure to maintain the grass and leaves will result in a service fee for lot maintenance;
- f. Any and all sleeping and dining tents on campsites must be approved by the management of Birch Cove Campgrounds. Sleeping tents must be removed during the day;
- g. Campers are required to check with management before digging or driving stakes into the ground due to hydro, water, sewer and cable lines that may be in the ground
- h. All cement pads, fences, clotheslines, decks, roofs, sheds and add-a-rooms must be approved by the owners of Birch Cove Campgrounds. These items should not impede access to hydro, water or sewer lines and may be removed if necessary by management. Only 1 shed is permitted on a lot. Cement pads, interlock, patio stones and shrubs are permanent once installed and are not to be removed by the camper.
- i. Plugging into another campers hydro hook-up is forbidden.
- j. No boats, jet skis, ATVs, box trailers can be stored on a lot.

Trailer sales and Taxes

31. When planning to buy or sell a trailer, campers must consult with Birch Cove Campgrounds management and receive their approval in order for the trailer to enter or remain on the campground. There is a checklist to follow and signed by a camper before a trailer can be put up for sale. **The sale of a trailer does not include the lot that it is situated on or the lot fees.**

32. In the event that there are any taxes or assessments levied on any equipment, fixtures, improvements, permanent or temporary furnishings or other goods left on the campsite or erected on the campsite by the camper, including any taxes on the site itself as a result, the undersigned acknowledges that they will pay and be responsible for any taxes and assessments.

Hydro/Lot Security Deposit

33. In order to receive the return of the \$300 hydro usage/lot security deposit, when a camper leaves the campground all payments must be received by Birch Cove Campgrounds and the site must be left in a clean and empty state.

Storage/ Pit Area

34. With the permission of Birch Cove Campground box/storage trailers can be stored in the pit area.

35. Only those campers who are renting a boat dock are permitted to store boat trailers in the pit area. Each boat dock fee includes storage for one boat trailer in the pit area. All trailers stored in the pit area must have a lot number and office tag affixed and clearly visible.

Seasonal / Daily Visitors (Guest and family members)

36. Your site is rented to you, your partner and your children 21 years and younger. All other people (family, friends) are considered visitors. You are responsible to ensure visitors register before entering the Park. There are 2 visitor fee options:

Seasonal Visitor Pass.

There is a fee of \$35 for individuals and \$50 for a family of 2 or more for the entire season (May to October). Seasonal Visitors are not required to register upon each visit and may occupy the trailer without the Occupants being present.

Daily Visitor Pass

The Daily Visitor Fee is \$1.00. Daily visitors must register for each visit. They can stay overnight providing the Occupant is present.

At all times, Campers agree to be responsible for the conduct and actions of their visitors, guests and family members. Birch Cove Campgrounds has the right to limit the number of visitors to a site.

Unregistered visitors can be asked to leave.

Parking & Gate Cards

37. All visitors and additional camper vehicles (including motorcycles) must park in the designated lots. Only one vehicle is permitted on a lot at any time. A gate card agreement must be signed. Gate cards are assigned to Occupants & Seasonal Visitors only. Do not park on neighbouring or empty lots. Failure to follow the agreement may result in cards being deactivated.

38. Motorcycles are NOT permitted to drive through the campground (only to the designated site or parking lot).

Termination of License of Occupation/Eviction

39. Infractions/non-compliance of a Rule/Regulation or of the License of Occupation will be addressed. This may involve/include making Camper's aware of the issue, warnings if they continue, through to and including termination and eviction without a refund. Birch Cove Campgrounds management reserves the right to terminate a Campers License of Occupation and evict campers not in compliance with the rules and regulations without providing a refund.

Schedule of Payment of Seasonal Lot Fees

40. A non-refundable seasonal site deposit (with HST) is due each year on Sept. 1. Failure to pay the deposit by Sept. 15th of the same year will result in a \$50 late charge and we have the right to rent the lot and remove the trailer and all other items at your expense.

The balance of the seasonal lot fee (with HST) is due each year on May 15th. If the entire lot fee is not paid by May 15th, Birch Cove Campgrounds has the right to rent the lot and remove the trailer and all other items at your expense. Failure to pay the balance by May 31st of the same year will result in a \$50 late charge.

Trailers and items removed from a lot will be placed in the gravel pit area. Birch Cove Campgrounds are not responsible for any trailers or items placed in the gravel pit area.

Birch Cove Campgrounds reserves the right to amend or add to these rules and regulations and to adapt new rules as deemed necessary at any time.