

**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. 15<sup>th</sup> 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 15<sup>th</sup>. If the entire lot fee is not paid by May 15<sup>th</sup>, 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 31<sup>st</sup> 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.