

# LICENSE OF OCCUPATION

## Whistle Bare Campground Ltd. (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: \_\_\_\_\_

Address on the Driver's License the same as the Permanent Home Address: Yes \_\_\_\_\_ No \_\_\_\_\_

Trailer Description and Year \_\_\_\_\_

Trailer Insurance Company Name \_\_\_\_\_ Policy # \_\_\_\_\_

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

Site: \_\_\_\_\_ at Whistle Bare Campground Ltd, 1912 Whistle Bare Rd, Cambridge, ON, N1R 5S3.

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 or B, and the Seasonal Camping Fee Schedule. 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 first Sunday in November until the last Friday in April, with no water, sewer, road clearing, or other services and only pre-authorized, limited access to the Site will be permitted.

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

Name, Relationship to Occupant, Date of Birth:

- |          |          |
|----------|----------|
| 1. _____ | 5. _____ |
| 2. _____ | 6. _____ |
| 3. _____ | 7. _____ |
| 4. _____ | 8. _____ |

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, specifically but not limited to Sections 1 through 4.

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 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 be used as a permanent 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 premises elsewhere than at the Park, that the Occupants have unlimited access to and it is acknowledged by the Occupant 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.
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 the Park.
6. All charges for a deposit, storage, rent, services, etc., are due and payable when invoiced.

### License of Occupation continued

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 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 except any adjustment in the fees charged, unless terminated by either party, in writing, on or before September 30<sup>th</sup> of each calendar year.
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.
11. 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.
12. 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 (7) days of receipt of such amendment, terminate the license and leave the Park within 14 days of delivery of written notice to the Owner with no penalty.
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, from time to time. 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.
14. 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.
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.
16. 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 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 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 or immediately if delivered to an apparently adult person at the address.
19. In the event of any default of any of the terms and conditions of this license agreement, and except where otherwise stated, the Owner shall have the following rights:

## License of Occupation continued

- a) On fourteen days prior written notice of 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 of 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 at the Occupant's Site or at the Park with the Occupant's permission from:
    - i) staying past 8:00 p.m. 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 and agrees that no sales shall be advertised or conducted on any Site and the Owner strictly reserves the right to act as the exclusive sales agent within the Park with respect to the sale of any trailer or structure.
21. This license is personal to the Occupant and is not assignable unless the Owner consents, which consent may be unreasonably refused.
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 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 person 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. 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.
26. A waiver of any one or more of the terms or conditions herein contained shall not be deemed to be a waiver of any of the other terms and conditions of this other than those specifically waived and in no event shall any waiver be deemed to be a continuing waiver.
27. By his/her signing of this license the Occupant hereby represents to the Owner and warrants that he/she has the responsibility and/or authority to sign on behalf of family members, guests, visitors or other persons attending at the Site from time to time.
28. The Occupant further agrees that while his trailer and equipment of any nature is on the Owner's premises, he will not hire or permit any person or any company, other than the Owner to perform any labour thereon or to make installation of equipment thereof; it being understood that the owner does not permit any competitive labour or services to be performed on its premises without its express written authorization. The foregoing limitation is not intended to prevent the Occupant or his family from doing such work provided such work is done in accordance with all pertinent laws and/or regulations and has been approved in writing by the Owner. Once such work is approved the Occupant shall provide the Owner a true copy of Worker's Compensation coverage or liability insurance if self-employed.
29. The Occupier acknowledges that permanent structures of any kind are prohibited on the site and the Occupier 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 Occupier, such claim or finding shall be good and valid grounds for termination of this License of Occupation.

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- 30. If the Occupant shall become bankrupt then accruing License charges together with the License charges for the three months next ensuing shall immediately become due and payable, and the term shall, at the option of the Owner, forthwith be terminated and such accelerated License charge and additional License charges shall be recoverable by the Owner as if it were License charges in arrears.
- 31. The Occupant shall not register this license, notice of this license or any other document related to this license nor any notice of those documents against the title to the licensed site or the Park unless he has first obtained from the Owner approval in writing concerning the form and content of the document proposed to be registered. The foregoing shall not apply to the registration of a Charge/Mortgage of License provided the notice of the License which it secures has been approved for registration as set out herein. The Occupant will be responsible for payment to the Owner for its out of pocket expenses incurred in connection with its review and approval of such proposed registration.
- 32. 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 number as required by the context.

This form is prepared for the exclusive use by members of The Ontario Private Campground Association. Any unauthorized use of this License form is prohibited.

This Agreement signed the \_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_, at \_\_\_\_\_, Ontario shall be binding upon the heirs, executors, administrators and permitted assigns of the parties hereto.

\_\_\_\_\_  
Name of Occupant 1 (print)

\_\_\_\_\_  
Signature of Occupant 1

\_\_\_\_\_  
Name of Occupant 2 (print)

\_\_\_\_\_  
Signature of Occupant 2

\_\_\_\_\_  
Name of Campground Representative (print)

\_\_\_\_\_  
Signature of Campground Representative

<p>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. <b>I, the named Occupant consent to the disclosure of this personal information for the use by the owner as required from time to time to administer and enforce this agreement.</b></p>	<p>_____ Initials Occupant 1    Initials Occupant 2</p>
<p>I, the named Occupant herein acknowledge that this contract is governed by the laws of the Province of Ontario. I further understand that the Ontario Courts are the Court of exclusive jurisdiction in the event of any Court action between the parties.</p>	<p>_____ Initials Occupant 1    Initials Occupant 2</p>
<p>I, the named Occupant herein acknowledge that providing a copy of my drivers' license is voluntary and that this information may be retained. I have been given the option of redacting any information in the photocopy I do not consent to disclosing. I consent to disclosing the information on the photocopy of my drivers' license that I have not chosen to redact.</p>	<p>_____ Initials Occupant 1    Initials Occupant 2</p>

The following signature of the Occupant will be needed yearly to renew this License of Occupation for the subsequent three years. If any information has changed, a new License of Occupation will be required. 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 or B, and the Seasonal Camping Fee Schedule. 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 first Sunday in November until the last Friday in April, with no water, sewer, road clearing, or other services and only pre-authorized, limited access to the Site will be permitted.

<p>I, the named Occupant, herein acknowledge that all information provided on this License of Occupation is true and has not changed.</p>	<p>_____ Signature of Occupant 1</p>	<p>This Agreement signed the ___ day of _____, 20___, at Petersburg, Ontario shall be binding upon the heirs, executors, administrators and permitted assigns of the parties hereto.</p>
<p>I, the named Occupant, herein acknowledge that all information provided on this License of Occupation is true and has not changed.</p>	<p>_____ Signature of Occupant 1</p>	<p>This Agreement signed the ___ day of _____, 20___, at Petersburg, Ontario shall be binding upon the heirs, executors, administrators and permitted assigns of the parties hereto.</p>
	<p>_____ Signature of Occupant 2</p>	