

LICENSE OF OCCUPATION

BETWEEN:

Prospect Hill Camping Grounds Ltd.

Complete Legal Name

Rick & Cheryl Bryant

CAMPGROUND OWNER/OPERATOR (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: Street: _____ City/Town: _____,

Province: _____ Postal Code: _____

Telephone: Res.: _____ Mobile: _____

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

Insurance Company Name _____ Policy # _____

Campground assigned on policy as co-insured: Yes _____ No _____ Coverage: From _____ To _____

Vehicle Licence Plate #: _____ E-mail Address: _____

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

Site: _____ (the Site) at **Prospect Hill Campground 1142 Perth Rd. 139 Granton, On N0M1V0** (the Park)
(Campground Name/Address)

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: A _____-day license for a term commencing on the _____ day of _____, **20**

and expiring on the _____ day of _____, **20**. 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 October to May 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 \$ _____ plus \$ _____ 13% HST Total \$ _____ per **Season** plus the following:

Water (cost) **Included** Hydro (cost) **Extra or Included** Water Testing Charges **Included** Other (cost) As Listed
Circle one

In the event of a Park operations shut-down or opening delay imposed by governmental, public health or other regulatory authorities, the License charge 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 License charge shall abate during the period of shut-down or delay, as the case may be.

License of Occupation continued

The Occupant and following persons may use the site, provided this License is operative and in good standing:

Name: _____ Relationship to Occupant: _____ Date of Birth: **(under 18 only)**

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.

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. No commercial uses or activities shall be engaged in at the Site, or the Park by the Occupant or persons permitted at the park by the Occupant.
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 (a schedule of deposit and added charges 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 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 30th 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.

License of Occupation continued

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 of tobacco, cigarettes, or cannabis, is permitted on the Occupant's Site 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 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. The provisions of this License and any Rules are subject to compliance with the provisions of the *Human Rights Code*. Amendments to this license, at the sole discretion of the Owner, may be instituted with written notice to the Occupant. 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, 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, contagion, 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 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 shall, during the entire period of occupancy, at his sole cost and expense, obtain and keep in full force and effect, fire and property damage with respect to the Occupant's property on the site, and public liability insurance in an amount of \$1 Million dollars. On demand at any time by the Owner, the Occupant shall provide written proof that all such insurance is in full force and effect; furthermore, the Occupant shall notify the Owner in writing in the event such insurance is cancelled or otherwise terminated.

License of Occupation continued

18. 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.
19. 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.
20. 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 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.
21. 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.
22. This license is personal to the Occupant and is not assignable unless the Owner consents, which consent may be unreasonably refused.
23. 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.
24. Notice is hereby given that entry to the Park is permitted only for activities conducted in accordance with this license and the Rules 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.

License of Occupation continued

25. The Occupant of the Site shall exercise such care as is reasonable in the maintenance of the Site and trailers or structures on the site, including ensuring that smoke and carbon monoxide detectors are installed and fully operational in trailers and structures on 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.
26. No add-ons, additions or Site improvements shall be incorporated without prior written approval of the Owner. 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.
27. A waiver of any one or more of the terms or conditions herein contained shall not be deemed to be a waiver of enforcement or compliance with 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. The Occupant agrees that the Owner shall not be required to monitor and demand enforcement of the terms of this License in cases where the Occupant is not in compliance with this License.
28. 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.
29. 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.
30. 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
31. 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.
32. 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.
33. 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.

License of Occupation continued

This License of Occupation 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 _____, 20_____, at **Granton**, Ontario shall be binding upon the heirs, executors, administrators and permitted assigns of the parties hereto.

Cheryl Bryant

Name of Owner (print)

Signature of Owner

Name of Occupant 1 (print)

Signature of Occupant 1

Name of Occupant 2 (print)

Signature of Occupant 2

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 Occupant 1

I, the named Occupant consent to the collection and disclosure of this personal information for the use by the owner as required from time to time to administer and enforce this agreement.

Initials Occupant 2

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.

Initials Occupant 1

Initials Occupant 2

I, the named Occupant herein acknowledge that providing a copy of my drivers' license is voluntary and that this information will be retained to demonstrate my permanent residency. I understand that this information will be retained and that 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.

Initials Occupant 1

Initials Occupant 2

By signing this License of Occupation, you agree to, as listed in paragraph 12 above, all the Rules and Regulations Schedule "A" listed on our Web site:

www.prospecthillcamping.com