



LICENSE OF OCCUPATION
BETWEEN
CEDAR GROVE TRAILER PARK (the "OWNER")
AND

Full Name

Vehicle Licence #

(Site User/Contracting Party hereinafter the "OCCUPANT" #1)

Full Name

Vehicle Licence #

(Site User/Contracting Party hereinafter the "OCCUPANT" #2)

Permanent Home Address

City

Province

Postal Code

Email

Is the address on your driver's license the same as the primary occupant's home address above?

Yes

No

Telephone Number: Residence

Work

Cell

Emergency Contact:

Full Name

Relation

Telephone #

Vehicle/Trailer/ATV/Boat

Vehicle License Plate #

Driver's License #

Year of Trailer

Trailer Make

Trailer Model

ATV Make

Boat Make

Boat ID #

Insurance Company

Name

Policy #

Include a copy of the insurance papers that states your name, address, expiry date and includes coverage for your trailer.



The **Owner** has agreed to license the **Occupant(s)** to occupy the following site address with the services specified:

Lot # **Cedar Grove Trailer Park, 3385 RR#55, Whitefish, Ont, P0M 3E0.**

The license of use of the Site by the Owner to the Occupant(s) 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(s) that this license will be renewed annually and absent any written agreement of renewal of this license for any period, the Occupant(s) shall vacate the site at the end of the term. **The park is closed from October 1st to May 14th** with no water, sewer, road clearing, or other services and only pre-authorized, limited access to the Site will be permitted at the discretion of Park Management.

The Occupant(s) and following persons, children under the age of 18, may use the site, provided this License is operative and in good standing.:

Name Date of Birth

Relationship to Occupant(s)

Name Date of Birth

Relationship to Occupant(s)

Name Date of Birth

Relationship to Occupant(s)

Name Date of Birth

Relationship to Occupant(s)

Name Date of Birth

Relationship to Occupant(s)

Name Date of Birth

Relationship to Occupant(s)



Family members agree to abide by the campground rules attached hereto as Schedule "A". The Occupant(s) and eligible family members agree to abide by the terms of the License of Occupation specifically but not limited to Section 1 through 4.

1. It is agreed between the parties that the intended use for the specified site is for recreational vacation purposes in a campground or trailer park. The campground or trailer park is designed for seasonal or temporary use only and, as such, cannot be used as a permanent home address.
2. It is agreed and understood between 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 Occupant(s), the Occupant(s) shall maintain another permanent residential premises elsewhere than at the park, that the Occupant(s) have unlimited access to and it is acknowledged by the Occupant(s) that zoning for the Park prohibits residential uses of Sites in the Park.
3. It is agreed and understood between the Owner and the Occupant(s) 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, shall 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 specified only and the Occupant(s) acknowledges that he(they) is(are) a licensee with respect to any facilities assigned to him(them) and is deemed to have willingly assumed, without restriction, all risks arising out of his(their) use of the site and the campground.
6. All charges for a deposit, storage, rent, services, etc., are due and payable when invoiced.
7. Should you wish to continue using your site for the following calendar year, your \$500.00 deposit will be required on or before September 1 of the current calendar year.
8. 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.
9. In addition to the specified site, the Occupant(s) shall have the use in common with others so entitled to all common areas provided without additional charge. This license shall be automatically renewed solely at the discretion of the Operator 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 of each calendar year.
10. In addition to the foregoing, the Occupant(s) 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(s) 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(s).
11. The Occupant(s) hereby acknowledges receipt of and agrees to be bound by the terms and conditions of the rules of the campground 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. Said amendment will allow the licensee to terminate the license and leave the campground with no penalty upon written notice to the licensor within **three (3) days** of receipt of such amendment.

12. The Occupant(s) hereby undertakes and agrees that he(they) will inform any family members specified in this license or otherwise, as well as guests, visitors or other persons attending at the Occupant(s)'s site as to the campground rules, from time to time. The Occupant(s) is(are) responsible for the observance of the campground rules personally or by his(their) immediate family members, guests, visitors, or other persons attending at the Occupant's site or in the campground with the Occupant's permission or knowledge.
13. Any failure to remit any payments required under the terms of this agreement and any breach of any of the rules of the campground by the Occupant(s), his(their) immediate 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.
14. The Occupant(s) 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 campground, and the Owners shall not be liable for any damages thereby occasioned.
15. 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(s) agrees that the use of the campground or its facilities is solely at the risks of himself, his family and guests. The Occupant(s), 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 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 Occupant(s) 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.
16. The Occupant(s) hereby undertakes and agrees to abide by all the 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(s), his immediate family, guests, visitors or others attending at the Occupant's site with the Occupant's permission, a breach of this license.
17. The address for notification under the term of this license, or otherwise, shall be at the permanent home address as set out above, unless written notice of a change has been given by regular first class mail, email or be hand delivered. Any notification pursuant to the terms of this license shall be deemed to have been received five working days after it was posted.
18. In the event of any default of any of the terms and conditions of this agreement, the Owner shall have the following rights:
 - a) On prior written notice delivered, or deemed received under the terms of this license, to enter upon



the above site and repossess the site terminating the contract.

- 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(s), his immediate family, guests, visitors or other persons attending at the Occupant(s)'s site(s) with the Occupant(s)'s permission from:
 - i. Staying past 8:00 p.m. on any night after receiving the "Notice to Remove Trailer and/or Belongings and Notice to Vacate".
 - ii. Attending or participating in any common activities as may be held in the campground.

19. The Occupant(s) 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 campground.

20. This license is personal to the Occupant(s) or immediate family and is not assignable.

21. In the event that this site shall be repossessed under the terms of this license, any goods including any trailer that the Occupant(s) 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"), 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(s) 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.

22. Notice is hereby given that entry to the campground 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.

23. 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*.

24. 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.

25. The Occupier of a site shall exercise such care as is reasonable in the maintenance of the site during his occupancy to see that persons entering on the site and the property brought on the site by those 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(s) to do so. 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(s) hereby represents 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(s) 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(s) 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.
29. 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 agenda and number required by the text.

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

Name of Witness (Print)	Name of Owner	Name of Occupant(s) (Print)
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_____ Signature of Witness	_____ Signature of Owner	_____ Signature of Occupant(s)
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Name of Witness (Print)	Name of Owner	Name of Occupant(s) (Print)
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_____	_____	_____
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Signature of Witness

Signature of Owner

Signature of Occupant(s)

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 X

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 X

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 X

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 X



SCHEDULE A

Park Rules

The following “**Friendship Rules**” are designed to protect you, your family, and the environment we all want to enjoy.

1. This is not a HIGHWAY. You are now at camp and there is no need to step on the gas pedal. **SAVE OUR CHILDREN – DRIVE SLOWER.** Vehicles are not allowed on the baseball field, pathways, or play area. Beware of speed bumps! **Please note that children/teenagers are NOT permitted to drive at any time without a valid driver’s licence, this includes children sitting on your knee.**
2. ATVs/Quads or other similar vehicles are not allowed in the park.
3. Pets must be SOCIAL and on a leash. Owners are responsible for clean up after their pets.
 - a) Pets must not be left unattended at anytime.
 - b) Absolutely no pets allowed on the beach area.
 - c) Please get your neighbor or friend to care for your pets when going out of the park.
4.
 - a) Children must be supervised in the washroom, beach, and play areas.
 - b) For everyone’s safety, no one should be riding their bikes after dark.
 - c) Children must be on their lots at dusk; teenagers by 11:00 pm unless accompanied by an adult.
5. Grey water pits are to be **only** used for shower and sink water.
6. All waste classified as “hazardous waste” under **R.R.O. 1990, REGULATION 347** shall be legally disposed of. Use sewage dumping station for toilet waste. Please observe the hours so mealtimes are not interrupted. Management will also allow a licensed sewage waste hauler on site to empty your waste.
7. Hydro panel boxes must be kept locked at all times for everyone’s safety. **If you are having a problem with your power, please see Park Management.**
8. Before starting any project of any type (gazebos, platforms, porches, sheds, etc.) building, moving, planning, or removing structural plans and written permission from management are required. Anyone who has an oversized structure will have to take it down.
9.
 - a) Trees, rocks, flowers and wildlife are natural wonders. Please leave them for all to see and enjoy.
 - b) Try not to kill our trees while decorating.
 - c) Please...**NO** clotheslines from tree to tree as they pose a safety risk
 - d) Cutting down any trees in the park **is strictly** prohibited. Eviction will follow.
10. **Please note that if you are or planning on selling your trailer, we cannot guarantee that the same lot will be available.**
11. Prior to vacating a lot, you must ensure that it is clean, or a clean-up fee will be charged.



12. All stereos and radios must be turned off by 11:00 pm; all loud noises must cease by 11:00 pm. Excessive noises or disturbances to the rest of the campers at any time will not be tolerated. Please be considerate of your fellow campers' quiet hours. All music (including musical instruments) must be played for your lot only and kept very moderate. Large speakers are not permitted in the park, so take them home, unless hired or given permission by management for the purpose of campground entertainment.
13. To keep rental costs down, please turn off your air conditioners and furnaces when leaving the campground or additional charges will be applied.
14. Do not use well water to wash trailers, vehicles, filling up swimming pools, or watering your lot. Instead use rainwater or lake water. Abuse of well water will result in Eviction.
15. Only one (1) camping trailer per lot is authorized; no tents allowed. You cannot lend or rent your trailer out on Cedar Grove property to friends, family or others. Please keep your lot in a clean and sanitary condition to reduce attracting wild animals.
16. During fire ban situations there will be **NO FIRES**. Please follow fire safety rules. If you are not sure if your fire placement is safe, please **ASK**. Always put out your fire with **WATER**. During times when fires are allowed, please keep it moderate. Firewood may be purchased at the Office.
17. Please respect your neighbors. We are a small community with a big spirit. Play safe and be kind to each other.
18. No swimming or fishing from docks is allowed.
19. Management reserves the right to evict any tenant or group of tenants that do not conform to the Park Rules.
20. Chinese fire lanterns are strictly forbidden; eviction will follow.
21. You are responsible for your visitors and their actions.
22. If visitor gets by the gate, the responsibility falls on you to send them to the visitor's parking. If there's an unauthorized car on your lot, a \$50 fine will be imposed.
23. Fireworks only on Canada Day; directed & controlled by **park personnel only**. Please remember, you are surrounded by propane tanks.
24. Golf carts in the park are a privilege, your right to have a golf cart can be revoked unless you conform to the following rules.
 - a) Golf carts driven at night must be equipped with functional headlights;
 - b) Do not exceed the maximum safe occupancy, no golf cart is to be operated with more passengers than seating is provided;
 - c) No riders hanging from front, back or sides of cart;
 - d) All passengers of a golf cart must remain seated while the golf cart is in motion;
 - e) No one may sit in the drivers lap while the cart is in motion. Children could be harmed;
 - f) Children should sit flat in a seat;



- g) All Occupant(s) of the cart shall keep hands, arms, legs and feet within the confines of the golf cart at all times when the cart is in motion;
- h) NO Driving at any time if intoxicated;
- i) Never exceed the safe posted speed limit (5 KM/H);
- j) Secure the golf cart when unattended and remove your keys from ignition;
- k) Be certain to set the parking brake when not in use;
- l) Do not park golf carts where they will block emergency equipment, pedestrian aisles, doorways or intersections; and
- m) All operators must abide by all traffic regulations applicable to vehicular traffic and be 16 years of age.

Signed by the Camp owners

Signed by Golf cart owner

Lot Address

Date