

LICENCE OF OCCUPATION 2017

BETWEEN:

HIGHLAND PINES CAMPGROUND LIMITED "OWNER" and

Full Name: _____ "SITE OCCUPANT" (1ST ADULT)

Permanent Home Address: _____

City/Town: _____ Province: _____ Postal Code: _____

Tel. Res.: _____ Tel: Bus.: _____

Driver's Licence #: _____

Date of Birth: _____ Email: _____

The "Owner" has agreed to licence the "Site Occupant" the use of the following site with the services specified: **Site:** _____

This licence is personal to the above named "Site Occupant" and 2nd adult named below as well as their children under 25 years of age unmarried that live in the same home (as per Schedule B):

Name:	Relationship to "Site Occupant:"	Date of Birth
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

The Licencing of the above site by the "Owner" to the "Site Occupant" shall be in consideration for and subject to the following terms and conditions: A 157 day lease commencing on the first Friday of May to Thanksgiving Monday.

The park is closed from November 15th to April 15th.

Lease cost for the above named site as circled below plus HST or any applicable taxes for 2017:

EW/S 1	\$3190.00	EW/S 7 Lake Area	\$4961.00
EW/S 2	\$3422.00	EW/S 8 Lake front	\$5513.00
EW/S 3	\$3554.00	EW/S 9 50 amp Valley Springs	\$4235.00
EW/S 4	\$3601.00	EW/S 10 Premium Valley Springs	\$4358.00
EW/S 5	\$3762.00	EW/S 11 Premium Lakeside	\$10995.00
EW/S 6 50 amp Riverside	\$4235.00		

Plus On site winter storage of Trailer \$250.00

Plus Hydro deposit at \$250.00 (not taxable)

I, the named "Site Occupant" for the specified site acknowledge providing the personal information pursuant to this contract and confirm the accuracy of the same. I, the named "Site Occupant" consent to the disclosure of this personal information for the use of the "Owner" as required from time to time to administer and enforce this agreement between the parties to this contract. I understand that this agreement is governed by the Laws of the Province of Ontario.

I, the named "Site Occupant" agree to abide by the Licence of Occupation attached hereto as Schedule "A". I understand that I am responsible to ensure that myself and my eligible family members abide by the campground rules attached hereto as Schedule "B".

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

Signed:

Signature of "Site Occupant"

Name of "Site Occupant" (Print)

Office use only:	
_____ Signature of Agent on behalf of Highland Pines "Owner"	_____ Name of Agent on behalf of Highland Pines "Owner"

LICENCE OF OCCUPATION Schedule "A"

1. It is agreed between the parties that the intended use for the specified site and trailer is for recreational vacation purposes only. The campground 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 that is made of the site is to be for seasonal or temporary periods of time only. As well during any use of the specified site by the Occupants, the Occupants shall maintain another permanent residential premise elsewhere than at the Park, that the Occupants have unlimited access to.
3. It is agreed and understood between the Owner and the Occupants that the word "trailer" as specified in Paragraph 1 shall include 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 periodical or recurrent use pertaining to the seasons of the year. But shall not include use of the campsite between Thanksgiving Day and May 1st.
5. This licence is for the occupation of the site specified 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 campground.
6. All charges for a storage, rent, services, etc., are due and payable when invoiced and are non-refundable. Deposits are refundable up to April 1st.
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 specified site, the Occupant shall have the use in common with others so entitled to all common areas provided without additional charge. This licence 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 30th of each calendar year.
9. In addition to the foregoing, the Occupant shall pay in addition any taxes, assessments, levies, or licence 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 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 "B" hereto, or as may be reasonably established or at the discretion of the Owner modified from time to time. Amendments to this licence, 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 licence and leave the campground with no penalty upon written notice to the licencor within seven (7) days of receipt of such amendment.
11. The Occupant hereby undertakes and agrees that they will inform any family members specified in this licence or otherwise, as well as guests, visitors or other persons attending at the Occupant's site as to the campground rules, from time to time. The Occupant is responsible for the observance of the campground rules personally or by his eligible family members, guests, visitors or other persons attending at the Occupant's site or in the campground with the occupant's permission or knowledge.
12. 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, their eligible family members, guests, visitors or other persons attending at the Occupant's site, shall be deemed to be a breach of this licence and this licence may be immediately terminated at the option of the Owner.
13. The Occupant hereby authorizes and directs the Owner, upon termination of this licence 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.
14. 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 campground or its facilities is solely at the risk of themselves, their family and guests. The Occupant, their family and their guests, for themselves, their heirs, executors, administrators, successors and assigns HEREBY RELEASE, WAIVE AND FOREVER DISCHARGE the Owner, their 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 their self, their 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 further undertakes 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 licence.

LICENCE OF OCCUPATION Schedule "A"- continued

15. The Occupant 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, their eligible family members, guests, visitors or others attending at the Occupant's site with the Occupant's permission, a breach of this licence.
16. The address for notification under the term of this licence, 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. Any notification pursuant to the terms of this licence shall be deemed to have been received five working days after it was posted.
17. 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 fourteen days prior written notice delivered, or deemed received under the terms of this license to re-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 licence 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, their immediate family, guests, visitors or other persons attending at the Occupant's sites 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 campground.
18. 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 campground.
19. This licence is personal to the Occupant or eligible family members and is not assignable.
20. In the event that this site shall be repossessed under the terms of this licence, 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"), may be removed by the Owner of the land, 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.
21. Notice is hereby given that entry to the campground is permitted only for activities conducted in accordance with this licence 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.
22. 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 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 Occupants property.
23. 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.
24. By his/her signing of this licence the Occupant 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.
25. The Occupant further agrees that while their trailer and equipment of any nature is on the Owner's premises, they 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 their 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.
26. This licence, 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 licence shall be read with all changes of agenda and number required by the text.

Schedule "B"
Highland Pines Campground Limited Rules

Welcome to Highland Pines Campground. We hope your stay with us will be a pleasurable experience. We operate a clean, quiet, orderly family campground and your adherence to the rules ensures this. The rules are for the benefit of you, your guests and the campground. Anyone not adhering to these rules may be asked to leave. A seasonal site is occupied by one family, a maximum of 2 adults, and their unmarried children under 25 living in the same dwelling. The following are the rules for seasonal campers.

1. All fees are based on prepayment. Site fees and all other charges are due May 1st. Fees unpaid past the May 1st due date are subject to a fee increase of \$200.00, in addition incur a monthly late fee of \$50 on the 1st of the month until paid in full. Winter Storage, deposits, and Licence of Occupation for the next season are due September 15th. Sites will not be held without a deposit and signed Licence of Occupation and failure to pay on due dates may result in non-renewal of site and placement on the open list. Deposits only are refundable up to April 1st. If the contract is terminated by Highland Pines or its Owner for violation of the site contract in any form the occupant hereby agrees that they will not be refunded any monies paid for fees at Highland Pines. No other refunds available.
2. Our summer season runs from the first Friday in May to Thanksgiving. Site services will only be provided during these dates. Hydro services will not be activated until fees are paid in full.
3. Winter storage expires April 20th. Any persons not taking a site for the following season must remove their trailer and all personal property by April 20th. Any such trailer left on the premises after May 1st will incur a storage charge per month. The same applies to boats, golf carts and other personal property left behind.
4. Please understand and adhere to our rules for guests. It is your responsibility to see that your guests have properly checked in, paid the appropriate fees and adheres to our guest rules. If you do not wish your guests to pay make arrangements with us in advance. Guests fees apply to anyone other than the registered seasonal family as described above. A seasonal camper must be present while guests are visiting the site. Trailers may not be loaned or rented to others. Not registering guests may result in eviction from the park. Remember people not registered are trespassing and may be prosecuted.
6. Teens and children of the registered seasonal family or guests may not use the camp unless accompanied by a parent /adult of the registered seasonal family. All children under 18 should be back on their home site by 11 pm unless accompanied by an adult.
7. Use of the facilities including the beach and boat areas is entirely at your own risk. Please use caution in these areas. We assume no responsibility.
8. We require that you carry all necessary insurance on all your property while in the camp. You are liable if you or your trailer or other property causes any damage to the park or any other camper's property.
9. Please consider your neighbours. They may not like second hand music, loud cars, excessive noise or unruly or noisy pets etc. No major repairs to trailers during the season that would disturb your neighbours' quiet enjoyment of the park. Remember quiet time is 11 pm; however excessive noise will not be permitted at any time. If any of the above becomes a problem, we will request some changes, including cancellation of this site contract.
10. Be aware that trespassing on adjoining properties and Highland Pines gravel pits is against the law. Anyone found trespassing will be asked to leave the park. Fines may result from prosecution by an adjoining property owner.
11. The municipality provides emergency services and garbage disposal at the Belwood transfer station.
12. All persons entering this campground do so entirely at their own risk. We assume no responsibility for lost, stolen or damaged property.
13. As a camper or guests at Highland Pines, I will not object to any existing or future farming operations, construction or any expansion of same. I will also not object to any farm smells or odours from these farms.
14. Any new trailer assessment, lot levy, licence, or any other charge instituted by the Municipality, or Provincial Government etc., will be charged to the appropriate seasonal occupant.
15. Dogs are permitted on leash only and must be attended to at all times. All owners are responsible for their pets. You must clean up after them, whether on your site or elsewhere in the park. Aggressive dogs must be muzzled. The park reserves the right to bar an animal from the park.
16. Each seasonal camper is entitled to park up to two cars on their site, if the site can accommodate them. If the site cannot accommodate two cars the second car must be parked in a nearby designated parking area. No car should ever block another site. One car must be parked on your site to keep space open in offsite parking areas. All campers must register the licence numbers of their vehicles on their accounts. No parking allowed on any park roads or on any Municipal roads.
17. Motorcycles are allowed in the campground only if strict Highland Pines policies are followed and any posted fees paid. See office for a copy. E-Bikes are considered motorcycles.

Schedule "B" Highland Pines Campground –Rules continued

18. Security gates have been installed for your benefit. Please use them accordingly. Each seasonal site is entitled to 3 bar codes for the vehicles registered to the adults on the site and 1 bar code for each child under 25 that is unmarried and lives at home that is a legal licenced driver.
19. It is against the law to consume alcohol anywhere off your site.
20. No outside refrigerators, washers, major appliances or generators will be allowed.
21. No firearms, pellet guns, air guns of any kind permitted in the campground. Fireworks are not permitted.
22. Wood piles must be kept neat, not too large, and at the rear of your site.
23. Camper's property not on site i.e.: boats, boat trailers must be identified with site number and name, in case of emergency. Items not clearly identified will be towed away. No boats, boat trailers or cargo trailers of any description will be allowed on sites.
24. Anyone with a power boat must purchase a launch permit at our office. Boat and trailer must have current sticker affixed for identification. Boats can only be stored in designated storage areas and are not to be left on camp sites. Any boats left in the park over the winter must pay posted storage charges. Boat owners and renters of H.P.C.L. docking slips must be visually marked according to the H.P.C.L. docking policy. Boat owners and dock renters must also obey the strict docking contract.
25. All seasonal campers must maintain their site. Natural areas must not be tampered with and are to be left untouched. Fireplace ashes, grass, pine needles, cones and garbage must be disposed of through H.P.C.L. see office to submit a work request. Campers' participation in RECYCLING programs are greatly encouraged and appreciated. In case of extended absence and we feel your grass needs cutting, we will do so without notice. A fee will be charged per cutting for this service.
26. Please Do Not Dig- ask the office for service locations if you want to dig. Do not use metal stakes for posts as they can puncture service lines. If damage is caused to the service lines by the use of these stakes you are liable for the cost of repair.
27. Decks and Patios: No wooden decks will be permitted. Anyone installing a patio must conform to H. P. C. L. Standards (see office). Once patio stones are laid they become the property of Highland Pines and must remain on the specific site. No credit will be allowed for patio stones left on a previous site. Stairs must not be more than 4'X6'
28. Do not break branches, cut or mar trees for any reason. If you feel branches or trees need pruning, please let us know and park maintenance will do it. All strings of lights and decorations hung from trees must not damage the trees, please use bungee cords or device that does not damage the bark or grow into the tree. These items must be removed from the trees each fall. Anyone found destroying, damaging trees will be charged accordingly.
29. All trailers in the park must be kept in good condition. No homemade trailers, busses, construction trailers etc. will be permitted in the park. All trailers must be of a manufactured type made for recreation. No exterior alteration may be made to a trailer i.e.: tip outs, changes in windows or siding. H.P.C.L. reserves the right to refuse access to any trailer to the park due to age, condition etc. Any trailer that is covered with a tarp over the winter must have the tarps removed before May 1st.
30. It is the campers responsibility to ensure that their propane system and tanks are properly maintained and kept up to government specified codes and regulations. All campers must operate, store and use propane in a safe manner.
31. Only one main unit, trailer, tent trailer, motor home, 5th wheel, truck camper or tent per site. A screen tent and/or small tent for the kids is allowed. Florida rooms will be permitted if purchased from Highland Pines only. Please inquire at the office. Sheds must be attached to a H.P.C.L. poured cement base. All sheds must fit within the shed base. See office for details. All bases placed on site become the property of H.P.C.L.. Sheds left on site after site vacated become the property of H.P.C.L.Limit of 1 shed per site. No other structures will be permitted.
32. Do not relocate fireplaces. If there are branches overhanging your fireplace, please notify us and we will trim them.
33. Anyone wishing to put fences around the site must contact the office for approval. Rail fences only are permitted. No additional fences along the roadways will be permitted.
34. No TV towers. Antenna/satellite dishes must be supported by your trailer only and may not protrude more than 24" above the top of the trailer. Satellite dishes should be no bigger than 24" diameter.
35. Metered sites must pay hydro deposit in full by May 1st each season.
36. All resale trailers in the park must be sold through H.P.C.L. Trailer Sales office. All Park model trailers(including hybrid types) must be purchased through H.P.C.L.. Highland Pines Campground reserves the right to determine if a trailer is eligible to be sold on its site or be removed off the site for resale. This determination will be based on age, appearance and condition of the unit. This decision will be at the discretion of the management of Highland Pines Campground.
37. Golf carts are allowed in the campground only if strict Highland Pines policies are followed and posted fees paid. Drivers of golf carts must hold a valid G2 or above license. There is absolutely no drinking and driving. All carts must have a valid and up to date safety prior to driving in the campground. No parking in non-parking areas. No driving with infants on your lap.
38. Any outside contractors working on your trailer/site must provide the office with proof of adequate liability insurance and Workers Compensation coverage before beginning work.
39. We reserve the right not to give warnings in regard to any of schedule A or B by signing this contract you acknowledge that you understand and will abide by all of schedule A and B.
40. All rules of the Highway Traffic Act RSO 1990 c. H 8 apply within the campground.
41. The campground reserves the right to require any camper to leave the campground.