

# LICENCE OF OCCUPATION 2019

**BETWEEN:**

HIGHLAND PINES CAMPGROUND LIMITED "OWNER" and

Full Name: \_\_\_\_\_ "SITE OCCUPANT" ( 1<sup>ST</sup> 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 2<sup>nd</sup> adult named below as well as their children under 25 years of age unmarried that live in the same home (as per Schedule B, attached):

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 157 days prior to Thanksgiving Monday.

**The park is closed with no overnight access from November 15<sup>th</sup> to April 15<sup>th</sup>.**

Lease cost for the above named site as circled below plus HST or any applicable taxes for 2019:

EWS 1	\$4034.00	EWS 6	\$6042.00
EWS 2	\$4296.00	EWS 7	\$6668.00
EWS 3	\$4499.00	EWS 7B	\$6339.00
EWS 4	\$4682.00	EWS 8	\$6054.00
EWS 5	\$5219.00	EWS 10	\$9998.00
		EWS 10	\$10945.00

Plus on site winter storage of trailer \$250.00

Plus hydro deposit at \$300.00 (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)

<b>Office use only:</b>	
_____ Signature of Agent on behalf of Highland Pines "Owner"	_____ Name of Agent on behalf of Highland Pines "Owner"

## LICENCE OF OCCUPATION Schedule "A"

Highland Pines Campground may henceforth be referred to as the "campground", "park" or "highland pines" and the signees of this contract may be referred to as the "occupants".

1. It is agreed between the parties that the intended use for the specified site and trailer is for a temporary period of time only. The campground is designed for summer seasonal use only and as such cannot be used as permanent address, winter address or mailing 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 a 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 1<sup>st</sup> in any given year.
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 1<sup>st</sup>.
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 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 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 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 by regular mail.
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 from entering onto the campgrounds property.
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. storage Costs for a Trailer and personal property left on site, without the Occupants having use of the park, shall be \$2,500.00 per year or \$6.85 per day.
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. Highland Pines reserves the right to cancel any contract if any of the stipulations in schedule A or B are breached. 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 pre-payment. Site fees and all other charges are due May 1<sup>st</sup>. Fees outstanding past May 1<sup>st</sup> will incur a \$200 late fee as well as \$100 on the 1<sup>st</sup> of every concurrent month. Winter storage, site fee deposits, as well as the license of occupation for the following season are due September 15<sup>th</sup>. Failure to remit a deposit and license of occupation may result in your site being returned to our regular inventory for rental. Deposits are refundable up until April 1<sup>st</sup>.
2. There are no refunds for any purchased services, rentals or activities unless stated otherwise at time of purchase.
3. If the license of occupation is terminated by Highland Pines Campground or its owners, managers or agents for a violation of the site contract or otherwise, it is understood by signing this contract that there are no refunds of any monies that have been paid to the campground.
4. The agreed season of recreational use starts on the 10<sup>th</sup> of May and ends the Monday of Thanksgiving. Hydro, water and sewer services are only provided during this time.
5. If fees are unpaid the occupants may not enter onto Highland Pines Property, furthermore hydro, water and sewer services may not be provided.
6. Winter storage expires April 20<sup>th</sup>, any persons not renewing their contract for the current season must have all personal property removed from Highland Pines Campground property by that date.
7. Guests
  - a. Can only be present when the adult occupants listed in this contract are present at the campground.
  - b. Are the occupants responsibility while on campground property. Their behaviour will be reflected upon the occupants contract.
  - c. Must follow all rules detailed in this contract as well as the guest rules.
  - d. Guests who do not register prior to entering the park are trespassing as will be charged as such.
  - e. There is to be no more than 8 people on a site at any given time.
8. The occupants signed to this contract whom are under 25 can not be on park property without the primary occupants whom are over 25.
9. Entering the park is at your own risk. Use of all facilities including the beach, boat launch, marina, pools, playgrounds and all other facilities at the park are also to be used solely at your own risk. We assume no responsibility or liability. We assume no responsibility for stolen, lost or damaged property.
10. Insurance must be carried on all personal property while in the park. You are liable if your trailer, vehicle, other property or anyone listed on the contract or visiting as a guest causes damage to the park, its entities or other campers property or person.
11. Quiet time is between 11pm and 8am the following day. During this time there is no music, loud cars, motorcycles or noise in general permitted. No excessive noise is permitted at any time, including music, pets etc. If your neighbours can hear the noise it may be deemed as excessive. If security has to respond to a call during these times regarding noise or a disturbance you may incur a fine of or above \$200.00
12. Trespassing onto adjoining properties or campground maintenance facilities is against the law. Anyone found trespassing may be charged by the property owner or Highland Pines.
13. The municipality provides garbage removal services at the Belwood Transfer Station for large items such as furniture, appliances and construction material, only household garbage should be placed in campground provided bins. Failure to comply may result in fines.
14. The occupants will not object to any future or existing construction or farming operations or expansions of any kind.
15. The occupant agrees to pay any lot levy, license, or any other charge instituted by the municipality or provincial government etc resulting from their occupation of the site.
16. Dogs must be leashed and attended to at all times. All owners are solely responsible for their pets. Pets must be cleaned up after regardless of whether they are on your site or elsewhere in the park. Aggressive dogs must be muzzled. The park reserves the right to ban an animal from the park.
17. The occupant must park their vehicles, and their guests vehicles on their site. If the maximum amount of vehicles that can be parked on the site has been reached they may then use the public or overflow parking. There are no cars permitted to park on any roadways in the park.
18. Motorcycles are allowed in the park only if a specific contract has been signed and all rules are followed. E-bikes are considered motorcycles by the park.
19. Bar codes may only be fastened to cars that are owned and operated by the signed occupants of the site. Upon entering into the park you must register anyone who is not signed on this contract regardless of whether they are in the vehicle with you. Maximum of 3 barcodes per site.
20. It is against the law and not permitted to consume alcohol anywhere off your site.
21. No outside fridges, sinks, generators or major appliances are permitted outside your unit.

## Schedule "B" Highland Pines Campground –Rules continued

22. No firearms, pellet guns, air guns or any sort of object that creates a projectile are permitted in the park. The only exception being airsoft guns if they are to be used at Devil Dog Airsoft, while on the property they must be concealed.
23. Wood piles must be kept neat, small, at the rear of the site and in an approved structure.
24. Personal property of all sorts including boats, boat trailers, golf carts, cargo trailers etc must be marked with your site number and name. Items not marked clearly will be towed and or removed from the property.
25. Boats, boat trailers and utility trailers may not be kept on your site.
26. All boats in the park must purchase a power boat launch pass for the season. Boats using the docking facilities must pay the yearly docking fee and must obey the park's docking policy.
27. Boats left within the park past our closing date must pay winter storage fees and be parked in winter storage lots.
28. The occupants agree to maintain their site, including the grass, gardens, and any other natural features. All personal belongings must be well kept and stored tidily. Trailers must be clean and well maintained.
29. If your site becomes poorly kept, whether the grass gets too long or natural features the park will come onto the site and cut the grass or rectify any shortcomings without notice. The occupants will be billed accordingly.
30. No digging is permitted, no additional stakes, posts etc are to be placed in the ground. If services are damaged on the site from such activities the occupant will be billed for their repair.
31. No cutting of trees, their branches or any sort of tree maintenance or removal is permitted. Fines will be issued if this activity is conducted without permission.
32. All trailers in the park must be kept in good condition and kept clean. No homemade trailers, buses, construction trailers, landscape trailers etc will be allowed within the park. All trailers entering or staying within the park must be manufactured for recreational purposes. No exterior alterations may be made, this includes changes in siding, windows, tip-outs etc. The park reserves the right to refuse any trailer from entering.
33. It is the occupants responsibility to ensure that their propane systems and tanks are properly maintained to government specified codes and regulations. All occupants must operate, store and use propane in a safe manner.
34. Only one main camping unit is allowed per site. This includes but is not limited to park model trailers, travel trailers, fifth wheel trailers, tent trailers, tents and truck campers. A screen room or small tent may be erected for short periods of no longer than 1 week throughout the summer.
35. Florida rooms are permitted so long as they are built by H&H and purchased through the Trailer Sales department.
36. All sheds must be attached to a cement base either purchased or provided by the park. Sheds must not exceed the size of the shed base. There is a limit of 1 shed per site, they must be a premanufactured metal or resin shed.
37. No structures are permitted other than the main camping unit, a gazebo with either no sides or soft ones, a single shed and a small barbecue cover that must be premanufactured and made of metal. No pop up tents, garages, garage covers, golf cart storage structures, or other similar structures
38. The only fences allowed in the park are cedar rail fences, which must be built by the park and are erected solely at the parks discretion. There is no lattice permitted within the park, the only exception would be for skirting a trailer.
39. Do not relocate fireplaces. If there is an issue with its location please contact the office.
40. Ashes from fireplaces are to be disposed of by the occupant in the appropriate area by the phase 2 dumpsters.
41. No TV towers, antennas etc are allowed within the park. Satellite dishes must be attached to the trailer and may not protrude more than 24" from the main unit. No dishes over 24" are permitted.
42. Metered sites must pay hydro deposit by May 1<sup>st</sup>, all other fees are to be paid as billed.
43. All trailers being resold within the campground must be bought and sold through Highland Pines Campground's Trailer Sales department. All park model trailers must be purchased from the Trailer Sales Department. If you wish to bring an 8 wide park model into the park you must pay the pad fee which is based on the site you wish to place it on. Highland Pines reserves the right to determine whether or not a trailer can be sold within the park. This is based on age, condition, appearance and other factors.
44. Golf carts are only allowed into the park if the parks policies are followed. This includes but is not limited to having a safety done every year, registering the cart and paying the posted fees. All drivers of golf carts must have a G2 or higher license. There is no drinking and driving permitted in the campground including on a golf cart. If there are any infractions they will either result in a suspension of the cart or it having to be removed from the property.
45. All children riding bicycles must wear appropriate safety gear. Children driving any form of motorized vehicle including small jeeps etc must be accompanied by an adult at arm's length whenever off the occupant's site.
46. Any outside contractors doing work on your personal property or the parks property must provide the office with proof of liability insurance and workers compensation coverage before entering onto park property.
47. There is not a warning system in the campground. If any of schedule A or B are breeched Highland Pines Campground reserves the right to terminate the contract and demand the occupants to vacate the property immediately.
48. All rules of the Highway Traffic Act RSO 1990 c. H 8 apply within the campground.
49. Any personal property left behind on a site once it has been vacated are hereby deemed to be abandoned and transferred to Highland Pines Campground.
50. The campground reserves the right to terminate any contract and have the occupants vacate the property immediately.