

LICENCE TO OCCUPY AGREEMENT – NOT A TENANCY AGREEMENT

(the “Agreement”)

THIS AGREEMENT made as of the date _____:

BETWEEN:

Westcoast Endeavours ULC, Owner and Operator of

Pine Tree Community RV Park

(Hereinafter the “Operator”)

AND:

(Hereinafter the “Occupant”)

WHEREAS:

- A. The Occupant wishes to use and occupy a Site (the “**Site**”) identified on the plan attached as **Schedule “A”** to this Agreement, and the Operator has agreed to permit its use and occupancy on the terms and conditions contained in this Agreement; and
- B. The Operator and the Occupant wish to enter into this Agreement to document their respective rights and obligations with respect to the use and occupancy of the Site by the Occupant:

THIS AGREEMENT WITNESSES THAT in consideration of the Site and the mutual covenants and the agreements hereinafter contained, the parties agree as follows:

GRANT OF LICENCE

1. The Operator hereby grants to the Occupant the Licence to occupy and use the Site at all times during the Term as defined in this Agreement and subject to all of the terms and conditions of this Agreement (the “**Licence**”).
2. The Licence is personal and cannot be assigned or transferred. The Occupant must not sell, transfer or assign the Licence and/or this Agreement without the prior written consent of the Operator and such consent is within the sole and absolute discretion of the Operator.
3. The Operator may revoke the Licence at any time within its sole and absolute discretion and in accordance with the terms and conditions of this Agreement. At any time, the Operator has the right to make any modifications to the Site, close the Site, or require the Occupant to relocate to a different site within the sole and absolute discretion of the Operator.

4. The terms and conditions of this Agreement and the Licence granted under this Agreement may be amended only if both the Operator and the Occupant agree to the amendment in writing.

OCCUPANT

5. In addition to the Occupant, the following adult and/or minor persons are permitted to occupy the Site:

<u>FULL NAME</u>	<u>DATE OF BIRTH</u>	<u>TELEPHONE NUMBER</u>

6. Only the Occupant and the person(s) identified in this Agreement are permitted to occupy the Site. Any additional Occupant(s) or person(s) apart from those identified in this Agreement must receive the prior written consent of the Operator to occupy the Site. The Operator's acceptance of any additional Occupant(s) or person(s) does not otherwise change this Agreement or create a new Licence.

7. The Occupant must not permit any person(s) to use and/or visit the Site when the Occupant is not present at the Site absent the prior written approval of the Operator.

8. The Occupant acknowledges and agrees that the Occupant maintains the following permanent home address and contact information:

Permanent Home Address: _____

City/Town: _____

Province: _____

Postal Code: _____

Telephone Number (Personal): _____

Telephone Number (Business): _____

E-mail address: _____

Emergency contact and telephone number: _____

PERMITTED RECREATIONAL VEHICLE(S) AND/OR TRAILER(S)

9. Only the following recreational vehicle(s), vehicles and/or trailers are permitted at the Site:

<u>MAKE / MODEL / YEAR</u>	<u>LICENCE PLATE NUMBER</u>
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(1)		
(2)		

10. Only Licenced, insured, and fully operational vehicles and/or trailers are permitted at the Site.

11. Proof of vehicle insurance must be provided to the Operator upon request.

PETS

12. In addition to the Occupant, noting the pet policy, the following pets are permitted to occupy the Site:

<u>PET TYPE</u> <u>(Dog, Cat)</u>	<u>Breed</u>	<u>Colour</u>	<u>Age</u>

TERM OF THE LICENCE

13. The Operator and the Occupant agree to a _____ day Licence for use and occupancy of the Site (the “**Term**”).

14. The Term of the Licence will start on the date _____ and end on the date _____.

15. At the end of the Term or other termination date as permitted under this Agreement, the Occupant must deliver full and peaceable vacant possession of the Site to the Operator, and at the Occupant’s sole expense, remove any and all of the Occupant’s personal property from the Site.

16. Renewal, extension or amendment of the Term requires the prior written consent of the Operator, and such consent is within the sole and absolute discretion of the Operator. The Occupant acknowledges and agrees that there is no assurance or guarantee that the Term will be renewed, extended or otherwise amended by the Operator.

17. Occupants wishing to renew past 90-days must create a NEW licence to occupy.

18. Occupants entering the park with the intention of staying past 90 days are subject to required additional screening. Occupants not providing screening to support the safe and comfortable stay in the park, as a part of the greater community, will have their licence to occupy revoked.

19. Agreeing to this licence to occupy includes agreement to further screening to maintain this licence to occupy.

LICENCE FEE AND UTILITIES

20. The Occupant must pay the Operator a daily Licence fee for use and occupancy of the Site in the amount as advertised during the duration and season, per day plus 5% GST; for stays shorter than 30 days, additional taxes shall be charged including 8% PST and 3% MRDT, all known as the “**Licence Fee**”.

Westcoast Endeavours ULC GST Number is: 81668 0557

21. The Licence Fee must be paid to the Operator in accordance with the terms and conditions attached as **Schedule “C”** to this Agreement.

22. Any additional person(s) permitted by the Operator to occupy the Site apart from the Occupant and those persons identified in this Agreement may be subject to an additional charge subject to the terms and conditions attached as **Schedule “C”** of this Agreement, and such additional charge will be added to the Licence Fee that is due and payable to the Operator for use and occupancy of the Site.

23. Failure to remit any payments required to be made to the Operator under the terms and conditions of this Agreement constitutes a breach of this Agreement for which the Operator may, at its sole and absolute discretion, terminate this Agreement and the Licence granted hereunder in accordance with the terms and conditions of this Agreement.

USE OF THE SITE

24. The Site is intended for temporary, seasonal, recreational and vacation purposes only.

25. The Occupant acknowledges and agrees that the Licence to use and occupy the Site is for a temporary Term, and the Occupant maintains and will maintain a permanent residence outside of the Operator as identified in this Agreement.

26. Use and occupation of the Site is only permitted for the Term of this Agreement, and may be further restricted by periods of the Site’s closure or otherwise revoked at the sole and absolute discretion of the Operator. Closure of the Site is at the sole and absolute discretion of the Operator.

27. The Occupant acknowledges and agrees that the Operator may make modifications to the Site, close the Site, or require the Occupant to relocate to a different site at the sole and absolute discretion of the Operator. The Operator maintains the right to revoke the Licence and terminate this Agreement at any time.

28. The Occupant acknowledges and agrees that the Operator and/or its staff or agents shall have unrestricted access to the Site and common areas for the purpose of maintenance, operations, servicing, development and security.

29. The Site is subject to visiting hours as determined at the sole and absolute discretion of the Operator. The Occupant acknowledges and agrees to comply with and observe these visiting hours, and agrees to inform all guests, invitees or visitors to the Site of these restrictions.

30. The Occupant acknowledges and agrees to comply with and observe any and all rules and regulations that the Operator may adopt from time to time, including but not limited to the rules and regulations attached in **Schedule "B"** to this Agreement (the "**Site Rules**").

31. The Site Rules may be amended from time to time by the Operator at the sole and absolute discretion of the Operator.

32. The Occupant acknowledges and agrees to inform all guests, invitees or visitors of the Site of the Site Rules. The Occupant is responsible for ensuring that all guests, invitees or visitors of the Site comply with the Site Rules.

33. The Occupant acknowledges and agrees to use and occupy the Site in compliance with all applicable federal, provincial, and municipal laws and regulations, including but not limited to all provincial and federal health orders. Failure to comply with the Site Rules and/or all applicable federal, provincial and municipal laws, regulations, and health orders by the Occupant, or the Occupant's guests, invitees or visitors, constitutes a breach of this Agreement for which the Operator may terminate this Agreement and the Licence granted by this Agreement in accordance with the terms and conditions contained herein.

34. The Occupant is prohibited from making any permanent additions, improvements, or changes to the Site or any Site facilities. This includes but is not limited to: permanent decks, permanent stairs, lean-to structures, carports, garages, enclosed rooms, additions, to the recreational vehicle, or any structure attached to the ground with concrete, rebar or permanent fasteners. No storage sheds, garden sheds, shelter logic structures, garage-in-a-box structures, carport tent structures, or any free-standing storage enclosures are not permitted at any time.

35. The Occupant may not plant trees, shrubs, flowers, herbs, or make any landscaping alterations; install patio stones, gravel or ground cover, or alter the natural grade or drainage of any site. The Occupant may have potted plants that may be removed upon site shift or at the end of the licence term.

36. The Occupant acknowledges and agrees that the Site is being provided to the Occupant on an "as is, where is" basis and that the Operator has no obligation whatsoever to maintain, repair or improve the Site in any way.

37. The Occupant must not do, permit to be done, or fail to do anything that may void the Operator's insurance or increase the Operator's insurance premiums. The Occupant is responsible for any loss, damage, or costs resulting from the Occupant's use and occupancy of the Site and/or failure to comply with any terms of this Agreement.

INDEMNIFICATION AND RELEASE

38. The Occupant does for themselves, their heirs, executors, administrators, successors and assigns hereby releases, waives and forever discharges the Operator, its agents, servants, successors, employees, volunteers and assigns from any and all claims, demands, damages, costs, expenses, actions, causes of action, whether in law or in equity, in respect of death, injury, loss, damage, or expense however so arising or to arise by reason of using and/or occupying the Site, the common areas, the Operator or otherwise, whether prior to, during, or subsequent to the Term of this Agreement and notwithstanding

that the same may have been contributed to or occasioned by the actions or omissions of any of the aforesaid.

39. The Occupant shall indemnify and save harmless the Operator, its agents, servants, successors, employees, volunteers and assigns from and against any and all actions, causes of action, suits, damages, losses, costs, fees, expenses, charges, claims and demands of any nature whatsoever relating to or arising out of the use and/or occupation of the Site by the Occupant, the Occupant's invitees, guests and/or visitors.

40. The Operator assumes no responsibility for any loss through fire, theft, collision or otherwise to trailers or vehicles or their contents, regardless of the cause. The Occupant agrees that the use of the Site, utilities and/or common areas of the Operator is solely at the risk of the Occupant and their guests, invitees, and visitors.

41. The Occupant covenants and agrees to maintain in such form and in such amounts as may be acceptable to the Operator from time to time, comprehensive general liability insurance, covering the Operator, its employees, servants, agents, contractors and volunteers as additional insureds, with a limit of not less than \$5,000,000 (or such other amount as the Operator may require from time to time) per occurrence for bodily injury and property damage, including loss of use, with respect to liability arising out of the use or occupation of the Site by the Occupant.

BREACH AND TERMINATION

42. If the Occupant defaults in the performance of any of the Occupant's obligations under this Agreement or breaches any of the terms or conditions contained herein, the Operator will, at its sole and absolute discretion, have the right to:

- (a) immediately terminate this Agreement and the Licence granted hereunder and repossess the Site; and
- (b) sue for any overdue payments or damages arising out of breach of this Agreement together with interest, costs on a solicitor and client basis together with any other costs of any nature or kind whatsoever which may be incurred in repossessing the Site and collecting overdue payments or damages owing to the Operator under this Agreement.

43. Should this Agreement and the Licence granted herein be terminated for any reason prior to the end of the Term, the Occupant will not be entitled to any refund of the Licence Fee paid to the Operator, regardless of the date that the termination notice is given.

FURTHER ASSURANCES

44. Each of the parties will at all times and from time to time and upon the reasonable request of the other do, execute and deliver all further acts, assurances and documents for the purpose of giving full force and effect to the terms and conditions of this Agreement.

NOTICES

45. Any notice under this Agreement must be in writing and delivered by personal delivery to the party or by registered mail to the address of the receiving party identified below:

(a) **In the case of notice to the Occupant:**
Notice will be sent to primary residence indicated above.

(b) **In the case of notice to the Operator:**

Westcoast Endeavours ULC
6908 Invermere Court
Powell River, BC V8A 1N5

46. Any notice pursuant to the terms of this Agreement shall be deemed to have been received five (5) business days after it is mailed by registered mail or immediately if it is delivered via personal delivery to the party.

NO LEASE OR TENANCY AGREEMENT

47. The parties acknowledge and agree that the Licence granted under this Agreement is a temporary contractual Licence only and not a lease or tenancy agreement. This Agreement and the Licence granted hereunder does not confer any interest in land to the Occupant. The Occupant may stay at the Site but does not live at the site.

TIME

48. Time is of the essence of this Agreement.

EXECUTION IN COUNTERPARTS

49. This Agreement may be executed in counterparts, each of which shall be deemed to be an original and which, together, will constitute a single agreement.

ENTIRE AGREEMENT

50. This Agreement constitutes the entire agreement between the parties pertaining to the subject matter hereof and supersedes all prior Agreements, understandings, negotiations and discussions, whether oral or written, of the parties. There are no warranties, representations or other agreements between the parties in connection with the subject matter herein except as specifically set forth or referred to herein.

SEVERABILITY

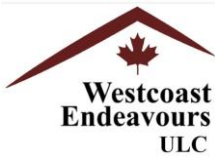
51. If any term or condition of this Agreement is determined to be invalid or unenforceable in whole or in part, such invalidity or unenforceability shall attach only to such term, condition or part thereof and the remaining part of such term or condition and all other terms and conditions of this Agreement shall continue to have full force and effect.

SCHEDULES

52. Any and all Schedules to this Agreement are an integral part of this Agreement.

PERSONAL INFORMATION

53. The Occupant agrees that the Operator may collect, use and disclose the Occupant's personal information contained in this Agreement when reasonably necessary



to fulfill the purposes of this Agreement and to communicate with the Occupant.

54. The Operator agrees to only use or disclose the Occupant's personal information contained in this Agreement with the Occupant's consent, or if the use or disclosure is permitted by the *Personal Information Protection Act*, S.B.C. 2003, c. 63 as amended from time to time.

SINGULAR AND PLURAL

55. Except where otherwise indicated, or unless the context otherwise requires, words in the singular include the plural, and words in the plural include the singular.

56. If the Occupant consists of more than one person, all of the covenants, agreements, acknowledgments, representations and warranties of the Occupant will be joint and several.

GOVERNING LAW

57. This Agreement shall be governed by and construed in accordance with the laws enforced in the Province of British Columbia.

IN WITNESS WHEREOF the undersigned have hereunto executed this Agreement this _____ date.

The Occupant:

Signed: _____

Printed Name: _____

The Operator:

Signed: 

Printed Name: Jennifer JM Salisbury
Westcoast Endeavours ULC
Owner and Operator, Pine Tree Community RV Park