**License of Occupation**

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 not include use of the Site when the Park is closed. The park is closed from October 1st to May 14th.
5. This license is for the occupation of the specified site 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 as stated in the Fee Schedule and applicable dates therein.
7. Should you wish to continue using your site for the following calendar year, your $800.00 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 Owner from year to year, save and except, any adjustment in the fees charged, unless terminated by either party, in writing, on or before September 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 licensee 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 discretion 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 NOTHWITHSTANDING 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:
	1. 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.
	2. 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.
	3. 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.
	4. 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:
		1. 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 re 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 because 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)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/they 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.

**SCHEDULE A- Rules and Regulations**

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

1. **VEHICLES**

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; Maximum speed in the park is 5 kph. Vehicles are not allowed on the baseball field, pathways, or play area, including the beach. 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. You cannot charge your electric car, truck, SUV vehicle. Our hydro system is not equipped, nor do we have a proper docking station.

2. **PETS**

Pets must be SOCIAL and on a leash at all times. Owners are responsible for clean up after their pets.

1. Pets must not be left alone, unattended at any time.
2. Absolutely no pets allowed on the beach area.
3. No more than 2 pets per lot.

Please get your neighbour or friend to care for your pets when going out of the park, to the beach or

inside the pavillion.

3. **CHILDREN** must be supervised by an adult in the washroom, beach, and play areas.

1. For everyone’s safety, there will be no bike riding after dusk, and bike’s should be ridden at a leisurely pace, not speeding around the campground.
2. Occupants(s) are responsible for the toys, bikes, etc. that they bring to the Campground. Toys in the common areas of the park interfere with groundwork, and if found, will be disposed of at the discretion of Park Management.
3. Children must be on their lots at dusk; teenagers by 11:00 pm unless accompanied by an adult.

4. **VISITORS**

1. You are responsible for your visitors AND their actions. If a visitor gets past the gate, the responsibility falls on you to have them register.
2. No visitors vehicles are allowed in the park for any reason; use your own vehicle to transfer goods and passengers to your lot.
3. Anyone letting visitors into the campground without the express permission of Management will have their entry cards de-activated; there will be a charge for re-activation.
4. If there’s an unauthorized car in the visitor’s parking lot, it will be booted and a $75 fine will be imposed on the Occupant.

5.  **WASTE WATER**

1. Grey water pits are to be **only** used for shower and sink water.
2. All waste classified as “hazardous waste” under ***R.R.O. 1990, REGULATION 347*** shall be legally disposed of. Use the sewage dumping station for toilet waste. Please observe the hours so mealtimes are not interrupted. Waste disposal hours: Sunday to Friday 7 -9 am, 2- 4 pm and 7 - 9 pm.

**NO DUMPING ON SATURDAY except for over-nighters who are leaving the park.**

**DO NOT USE THE SERVICE BUILDING FOR WASTE DISPOSAL.**

6. 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. With **permission**

**from Management**, you may be allowed to wash your trailer at the beginning or end of season

using only a pressure washer (no garden hoses).

7. Management approval is required **before** starting any project of any type (gazebos, platforms,

 porches, sheds, etc.) building, moving, planning; additions or removals must be approved by

 Management. A drawing of any project is required Anyone who has an oversized structure will

 have to take it down. Sheds cannot exceed 50 square feet. If it does, please remove it. Keep 2 feet

 away from the back of the lot so that we can access our utilities.

8 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.

9. Please note that if you are or planning on selling your trailer, we cannot guarantee that the same

 lot will be available. Prior to vacating a lot, you must ensure that it is clean, or a clean-up fee will

 be charged. If a trailer is too old, it must be removed at our discretion. Trailer must be in good
 physical shape to be allowed in the park.

10. **NOISE**

1. 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.
2. All stereos and radios must be turned off by 11:00 pm; all loud noises must cease by 11:00 pm. Please respect your neighbours. We are a small community with a big spirit. Play safe and be kind to each other.
3. No noise before 10 am unless for work authorized by Management.
4. When entering or leaving the park, please lower volume on your radio. Be considerate of your neighbours.

11. To keep rental costs down, please turn off your air conditioners and furnaces when leaving the

 campground or additional charges will be applied, and as reflected in annual seasonal rate

 increases. You will be charged $15 per day.

12. Hydro panel boxes must be kept locked at all times for everyone’s safety**.**  If you are having a

 problem with your power, please call Park Management. Tampering with panel boxes will result in
 eviction.

13. 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. Keep your garbage contained or
 removed from your site. NO BURNING YOUR GARBAGE IN FIREPITS AT ANY TIME.

14.**FIRE SAFETY**

 a) 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.

1. Chinese fire lanterns are strictly forbidden; eviction will follow.
2. Fireworks only on Canada Day; directed & controlled by **park personnel only**. Please
3. remember, you are surrounded by propane tanks.

**GOLF CARTS**

15. 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.

1. Golf carts driven at night must be equipped with functional headlights and must be parked by 11 pm.
2. Do not exceed the maximum safe occupancy, no golf cart is to be operated with more passengers than seating is provided;
3. No riders hanging from front, back or sides of cart;
4. All passengers of a golf cart must remain seated while the golf cart is in motion;
5. No one may sit in the drivers lap while the cart is in motion. Children could be harmed;
6. Children should sit flat in a seat;
7. All occupants 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;
8. **NO Driving at any time if intoxicated**;
9. Never exceed the safe posted speed limit (5 Km/hr);
10. Secure the golf cart when unattended and remove your keys from the ignition;
11. Be certain to set the parking brake when not in use;
12. Do not park golf carts where the will block emergency equipment, pedestrian aisles,doorways or intersections or along the edge of the road;
13. All operators must abide by all traffic regulations applicable to vehicular traffic and be 16 years of age.

**BOATS**

16. **Docks are to be used at your own risk**

1. Notify management immediately if you notice any damage to docks.
2. Absolutely no fishing or swimming from docks is allowed, for your safety and the safety of others’ properties.
3. The owner will be responsible for the full cost of any damages to our docks by any boats/watercraft not moored properly.
4. No lending or transferring of dock space to anyone not assigned to that dock space.
5. No mooring of any watercraft on other people’s dock space; a fine of $25/day will be imposed immediately.
6. No refund on dock space.
7. All boat covers, canopies, tops, etc. **must be taken down** **when docked** unless it covers the whole boat. Anyone leaving their covers open resulting in damage to our docks will be responsible for all costs associated with any dock repairs.
8. All boats will be assigned to a dock space by keel depth and width in order to accommodate as many boats as possible.
9. Boat trailers are to be parked in the parking space assigned by management.
10. You need to maintain your assigned space.

17. Management reserves the right to evict any tenant or group of tenants that do not conform to the

 Park Rules.