

LICENCE OF OCCUPATION AND AGREEMENT

THIS AGREEMENT made this ____ day of _____, 20 ____

BETWEEN:

CEDAR COVE RESORT
100 Cedar Cove Road
White Lake, ON K0A 3L0
(Hereinafter referred to as “CEDAR COVE”)

-and-

Name:		DOB:	
Name:		DOB:	
Hereinafter collectively referred to as the “OCCUPANTS”			

-and-

Other permitted family members of the Occupants listed below:

Name:		DOB:	
Name:		DOB:	
Name:		DOB:	
Name:		DOB:	
Hereinafter collectively referred to as “PERMITTED FAMILY MEMBERS”			

-and-

Name:		DOB:	
Name:		DOB:	
Name:		DOB:	
Name:		DOB:	
Hereinafter collectively referred to as “ELIGIBLE GRANDPARENTS”			

A. INFORMATION

Permanent Address of the Occupants:	
City/Town:	Postal Code:
Telephone:	
Email:	
Golf Cart: YES NO	

Occupants' RV:			
Make:		Year:	
Length:		Width	

Assigned Sites:	
RV Site:	
Dock Slip:	
Hereinafter collectively referred to as your "ASSIGNED SITE"	

Email Communication:
By initialling below, I authorize and permit Cedar Cove to send me communication by email in relation to the Cedar Cove Resort, including promotional and marketing emails:
Initials:

A. TERMS AND CONDITONS:

Cedar Cove and the Occupants agree to the following terms and conditions:

1. This License of Occupation is only for the Assigned Site and is for a period of not more than one year commencing on or after _____, _____ and continuing through to and including September 30, _____.
2. The Assigned Site may only be occupied as a summer seasonal residence for part of all of the period commencing May 1st and ending September 30th (key fobs will automatically expire approximately 3 weeks after this date) in each and every year of the period of the Licence of Occupation.

3. The Assigned Site may only be occupied by one or two Occupants over the age of 18, as well as one to four dependent persons (ie. the Permitted Family Members and/or Eligible Grandparents listed above). Permitted Family Members of any age are not permitted to enter Cedar Cove, its property, facilities, and common areas or to occupy the Assigned Site without being accompanied by one of the Occupants or an Eligible Grandparent.
4. The Occupants, Permitted Family Members and/or Eligible Grandparents may occupy one commercially-built RV in good condition that does not exceed the authorized size for the Assigned Site, which is determined at the sole discretion of Cedar Cove. The commercially-built RV must be a “park-model” trailer or travel trailer, and is subject to approval by Cedar Cove; and such approval is at Cedar Cove’s sole discretion.
5. The Occupants understand and acknowledge that Cedar Cove does not allow “Cottager-style” trailers to be brought onto its property, unless purchased from Cedar Cove.
6. Only electric golf carts may be used at Cedar Cove. Prior to the use of an electric golf cart at Cedar Cove, the Occupants must sign a license agreement for the operation of said electric golf cart within the boundaries of Cedar Cove, and the Occupants must provide satisfactory proof to Cedar Cove of sufficient insurance coverage for any liability, personal injury and property damage relating to the operation of the electric golf cart at Cedar Cove. The decision as to the sufficiency of insurance coverage will be at the sole discretion of Cedar Cove.
7. The Occupants shall be entitled to store the approved RV on the Assigned Site. Prior to storing any other items on the Assigned Site, the Occupants must seek authorization in writing from Cedar Cove. The decision as to whether to permit the storage of other items at the Assigned Site will be made in the sole discretion of Cedar Cove.
8. Cedar Cove does not permit any outside labour or services to be performed on property located on its premises without its express written authorization. As such, while the RV and equipment of any nature belonging to the Occupants is on Cedar Cove’s Property, the Occupants will not hire or permit any person or any company, other than Cedar Cove or a person or company approved in writing by Cedar Cove, to perform any labour on such RV or equipment. For clarity, the foregoing limitation is not intended to prevent the Occupants or their family from doing such work, provided such work is done in accordance with all applicable laws and or regulations and has been approved in advance in writing by Cedar Cove.
9. No add-ons, additions or improvements shall be incorporated or made on the Assigned Site without the prior written authorization of Cedar Cove.

10. If such approval is granted by Cedar Cove, such add-ons, additions or improvements must be incorporated so as not to impede the expeditious vacation of the Assigned Site and the removal of the Occupants' property.
11. The Occupants agree to return the Assigned Site to its original condition upon termination of this Agreement. Notwithstanding the foregoing, any authorized improvements, additions or changes made by the Occupants to the Assigned Site, including but not limited to, the installation of patio stones, interlocking stones, and/or retaining walls, can only be removed from the Assigned Site with the authorization of Cedar Cove.
12. Cedar Cove may, in its sole discretion, decide that the improvements must remain on the Assigned Site following the Occupants' vacancy from the Assigned Site, in which case the Occupants hereby irrevocably waive any claim or right to compensation for the value or cost of such improvements.
13. The Occupants further understand that some items brought into Cedar Cove must be obtained from approved suppliers, as determined by Cedar Cove from time to time.
14. This License of Occupation shall be deemed to automatically renew from year to year unless terminated by either party in writing on or before September 15th of each year, for the subsequent year beginning October 1st.
15. The Fees payable by the Occupants for their occupation of the Assigned Site are outlined as follows:

Term:	Rate:

16. All charges owing to Cedar Cove, including charges for deposits, storage, rents and services, are due and payable when invoiced (or in accordance with such other terms as are agreed upon in writing by both Cedar Cove and the Occupants).
17. There will be no adjustment in fees in the event of temporary interruptions in services provided to the Occupants or to the Assigned Site.
18. Any RVs and boats brought onto Cedar Cove's property are not to be removed from the Property until all fees have been paid to Cedar Cove.

19. The Occupants will pay a deposit to Cedar Cove to be held against the final balance owing in any year. The Occupants will pay a deposit fee of _____, which will be refunded when the Cedar Cove verifies that the Assigned Site has been vacated and left clean by the Occupants and that all fees have been paid.
20. All deposits are non-refundable for any reason. In the event of any breach of any of the terms within this Licence of Occupation, the Occupants will forfeit the deposit to Cedar Cove as a genuine pre-estimate of damages incurred by Cedar Cove, and not as a penalty.
21. Any notifications under the terms of this License of Occupation may be sent to Cedar Cove or to the Occupants at the addresses contained above. Written notice of an Occupant's change of address shall be sent to Cedar Cove by regular mail.
22. Any notification sent pursuant to the terms of this Licence of Occupant to the above addresses, shall be deemed to have been received five (5) business days from the date that it was mailed. Any notification sent by Cedar Cove to one Occupant shall be deemed to have been sent and received by both Occupants (if applicable).

B. CEDAR COVE AGREES:

1. To provide potable water, a sewage connection and metered electrical service to the Assigned Site.
2. To inform the Occupants of any changes in the fees listed in the Cedar Cove Resort Information and Rates document attached hereto as "Schedule A", on or before September 15th of each calendar year.
3. To resell the Occupants' property in accordance with the terms outlined herein. The Occupants acknowledge that Cedar Cove will not resell a "Travel Trailer" that exceeds Fifteen (15) years of age, a Breckenridge or Northlander 8' wide "Park Model" that exceed twenty (20) years of age and a 12', or wider, "Cottager" style trailer that exceeds thirty (30) of age.
4. The Occupants further acknowledge that all trailers must pass a third-party inspection before Cedar Cove will resell them on the Occupants' behalf. The choice of third-party inspector and the criteria for inspection will be at the sole discretion of Cedar Cove, and the cost of such inspection will be born by the Occupant(s).

C. THE OCCUPANTS UNDERTAKE AND AGREE TO THE FOLLOWING TERMS:

1. This Licence of Occupation is personal to the Occupants, the Permitted Family Members and Eligible Grandparents, as listed above, and may not be assigned, transferred or sold.
2. This Licence of Occupation is for the Assigned Site only. However, in addition to the Assigned Site, the Occupants and their Permitted Family Members and Eligible Grandparents have access to common areas as provided, in common with other licensees, without additional charges.
3. The Occupants acknowledge that they are licensees with respect to any site assigned to them, and not tenants, and are not subject to the *Residential Tenancies Act, 2006*, S.O. 2006, c. 17.
4. The use of the Assigned Site shall be for recreational and vocational purposes only.
5. Any visiting family members, friends, and/or guests will be charged admission to Cedar Cove Resort as determined from time to time by Cedar Cove. Occupants are responsible to ensure that their guests or visitors are registered and have paid any and all admission fees, or other fees.
6. Occupants who have unauthorized guests will be billed for the current daily guest rate per guest per day, as outlined in the current Cedar Cove Brochure for Long Term Rentals.
7. The Occupants are responsible and liable for any outstanding fees, penalties, charges, or fines that have not been paid by any guest or visitor to their Assigned Site. Any failure by the Occupants to pay these amounts will be deemed a breach of contract and may be cause for termination of this Licence of Occupation, in accordance with the provision below.
8. The Occupants are responsible to pay any taxes, assessments, levies, or license fees imposed by any authority as a site fee or as a result of any equipment, fixtures, improvements, furnishing or vehicles erected, placed or left on the site by or on behalf of them. These additional charges shall be payable immediately upon receipt of any notice or demand for payment received by Cedar Cove and conveyed to the Occupants.
9. The Occupants acknowledge and agree that no items of personal property or services shall be advertised, offered for sale or sold on, any Assigned Site, in common areas, or on Cedar Cove Property.

10. The Occupants acknowledge and agree that Cedar Cove strictly reserves the right to act as the exclusive sales agent for all products and services within Cedar Cove, unless otherwise authorized in writing by Cedar Cove.
11. **The Occupants acknowledge and agree that they will obtain sufficient insurance coverage, including at minimum, liability coverage for any liability they may incur and any personal injury or property damage which may occur at their Assigned Site. The decision as to the sufficiency of an Occupant's insurance coverage will be at the sole discretion of Cedar Cove.**
12. **The Occupants acknowledge and agree that they will maintain this insurance coverage at all times during the term of their License of Occupation, and that they will provide to Cedar Cove, on a yearly basis, satisfactory proof of their insurance coverage.**

D. COMPLIANCE WITH RULES AND REGULATIONS:

1. The Occupants acknowledge receipt of the Cedar Cove Rules and Policies, as contained in the Seasonal Check-In Form and as also attached hereto as Schedule "B". The Occupants acknowledge and agree that the Cedar Cove Rules and Policies govern the use of Cedar Cove's property, facilities, equipment and common areas, by the Occupants, their Permitted Family Members, Eligible Grandparents, and any guests or visitors that they may have.
2. Cedar Cove may reasonably establish additional rules or policies or modify existing rules or policies from time to time at its sole discretion, which the Parties agree will form part of this Agreement.
3. The Occupants undertake and agree to inform their Permitted Family Members, Eligible Grandparents, and any guests or visitors to their Assigned Site of the Cedar Cove Rules and Policies. Occupants are responsible for the observance of the Cedar Cove Rules by their Permitted Family Members, Eligible Grandparents, guests, visitors, or any other person attending at their Assigned Site or at Cedar Cove with their permission, authorization or knowledge.
4. In addition to the Cedar Cove Rules and Policies, the Occupants undertake and agree to abide by all the terms and conditions of any applicable municipal, provincial or federal laws and regulations.

E. DEFAULT AND TERMINATION:

1. Any of the following constitutes an "Event of Default" by the Occupants under this Agreement:

- i) Any failure to remit any payments owing to Cedar Cove;
 - ii) Persistent late payment of amounts owing to Cedar Cove;
 - iii) Any breach of any of the Cedar Cove Rules and Policies by the Occupants, their Permitted Family Members and Eligible Grandparents, or any other family members, guests, visitors or other persons attending at their Assigned Site;
 - iv) Any breach of the terms of this Agreement by the Occupants, their Permitted Family Members and Eligible Grandparents, or any other family members, guests, visitors or other persons attending at their Assigned Site;
 - v) Any failure to abide by any applicable municipal, provincial or federal laws and regulations by the Occupants, their Permitted Family Members and Eligible Grandparents, or any other family members, guests, visitors or other persons attending at their Assigned Site; and
 - vi) Any failure to abide by any Order, directive or requirement of the Municipality, the Province of Ontario, or the Government of Canada, including, but not limited to, matters of public health relating to COVID-19.
2. If and whenever an Event of Default by the Occupants should occur, Cedar Cove shall have the following rights:
- a. On fourteen days written notice delivered, or deemed received under the terms of this license to re-enter the above site, remove or relocate the Occupant's RV and other property, and repossess the site thus terminating this Agreement, the Occupants' occupancy at the Assigned Site and the Licence of Occupation;
 - b. To sue for any overdue payments or damages arising out of a breach of this Agreement together with interest, legal costs on a full indemnity basis 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 or recover any monies or damages owing; and
 - d. To bar the Occupants, their Permitted Family Members and Eligible Grandparents, guests, visitors or other persons attending at their site with

their permission from staying past 8:00 p.m. on any night of the aforementioned fourteen (14) days; and attending or participating in any common activities as may be held in Cedar Cove.

3. In the event that their assigned site shall be repossessed under the terms of this Agreement, any goods including any trailer or boats that they have 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"), and may be removed by Cedar Cove, who shall be deemed to be a lien claimant and stored under the Act, to whatever location Cedar Cove deems appropriate. In facilitating such removal and storage, Cedar Cove will not be responsible for any loss or damage to such goods. The Occupants 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 Cedar Cove may recover costs and monies owing in accordance with the provisions of the *Act*.
4. The Occupants authorize and direct Cedar Cove upon termination of this license for any reason, to act as their agent for the securing or removal of any of their property from the Assigned Site, or elsewhere on Cedar Cove's property, and that Cedar Cove shall not be liable for any damages arising therefrom.
5. Notice is hereby given that entry to Cedar Cove is permitted only for activities conducted in accordance with the terms and conditions of this License of Occupation, and the Cedar Cove Rules, as modified from time to time, and any and all applicable municipal, provincial or federal laws and regulations.
6. 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.

F. LIMITATION OF LIABILITY

1. By occupying the Assigned Site, the Occupants and their Permitted Family Members and Eligible Grandparents are deemed to have willingly assumed, without restriction, any and all risks arising out of the use of the Assigned Site, and other facilities, equipment, and common areas of Cedar Cove.
2. The Occupants further understand and agree that the use of Cedar Cove's property, facilities, common areas and/or Assigned Site is solely at their own, their Permitted Family Members', Eligible Grandparents', and their visitors/guests' risk.

3. Cedar Cove and/or its employees, directors, officers, and agents shall not be responsible or liable to the Occupants, their Permitted Family Members, their guests or visitors or any other person for any injury, damage or loss however caused, including, without limitation, by Cedar Cove, or its employees, directors, officers, or agents' active or passive acts, omissions, or negligence, unless the loss or damage is directly caused by fraud, willful injury or willful violation of law.
4. For themselves, their family and their guests and for their heirs, executors, administrators, successors and assigns, the Occupants HEREBY RELEASE, WAIVE AND FOREVER DISCHARGE CEDAR COVE, its OWNERS, 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 Assigned Site and use of CEDAR COVE's grounds, facilities, common areas, 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.
5. The Occupants understand and agree that Cedar Cove assumes no responsibility for any loss through fire, theft, collision, or otherwise to trailers, RVs, boats, golf carts, improvements, or cars or their contents, or any other property, regardless of cause.
6. The Occupants personally assume all risk of loss, damage, or theft of property or possessions brought onto the Property of Cedar Cove by themselves, their Permitted Family Members, Eligible Grandparents and/or any visitors or guests, however such loss, damage, or theft is caused. The Occupants waive any and all claims for emotional damages or sentimental attachment due to the loss of property.
7. The Occupants, their Permitted Family Members, their Eligible Grandparents, and their visitors or guests are solely responsible for adequately insuring their own property or possessions brought onto the property of Cedar Cove, should they wish to do so. The Occupants hereby release Cedar Cove and/or its employees, directors, officers, and agents from any responsibility for any loss, liability, claim, expense, damage to property or injury to persons that could have been insured against.
8. The Occupants expressly agree that the carrier of any insurance obtained by the Occupants, their Permitted Family Members, Eligible Grandparents, and/or their guests or visitors shall not be subrogated to any claim against Cedar Cove and/or its employees, directors, officers, and agents.

9. To the maximum extent allowed by law, the Occupants waive any and all claims that they may have for consequential, special, punitive, aggravated, and incidental damages.
10. In no circumstances, will Cedar Cove's and/or its employees, directors, officers, and agent's total cumulative liability exceed the amount paid to Cedar Cove by the Occupants, including in respect of any damage or loss to the Occupant's Property or personal injury or death. The existence of more than one claim shall not enlarge this limit.
11. The Occupants undertake and agree that each Occupant will execute the enclosed Waiver of Liability so as to RELEASE, WAIVE AND FOREVER DISCHARGE CEDAR COVE, its OWNERS, 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 Assigned Site and use of CEDAR COVE's grounds, facilities, common areas, or otherwise, at any time whatsoever.

G. INDEMNITY:

1. The Occupants undertake and agree to exercise such care as is reasonable in the maintenance of their Assigned Site during their occupancy to ensure that persons entering on the Assigned Site and the property brought on the Assigned Site by those persons are reasonably safe while on the Assigned Site. The Occupants shall indemnify and hold Cedar Cove harmless from any claims as a result of any failure to do so by the Occupants, their Permitted Family Members, Eligible Grandparents and/or their visitors or guests.
2. The Occupants further undertake on their own behalf and on behalf of their Permitted Family Members, Eligible Grandparents, visitors and guests to indemnify, defend and hold harmless Cedar Cove and its employees, directors, officers, and agents, from and against any and all losses, liabilities, costs, expenses, fees, fines, damages, claims, demands, causes of action and/or lawsuits of any kind, arising as a result of or in any way connected with the License of Occupation and the Occupant's (and their Permitted Family Members', Eligible Grandparents', guests' and visitors') use of the Assigned Site and/or Cedar Cove's Property, facilities and/or common areas, including, without limitation, as a result of any of breach of the Occupant's obligations pursuant to this Agreement.
3. The Occupants undertake and agree that they will execute the enclosed Acknowledgement of Risk and Indemnity Agreement so as to indemnify, defend and hold harmless Cedar Cove and its employees, directors, officers, and agents, from and

against any and all losses, liabilities, costs, expenses, fees, fines, damages, claims, demands, causes of action and/or lawsuits of any kind, arising as a result of or in any way connected with the License of Occupation and the Occupant's (and their Permitted Family Members', Eligible Grandparents', guests' and visitors') use of the Assigned Site and/or Cedar Cove's Property, facilities and/or common areas,

H. INTERPRETATION AND GENERAL PROVISIONS

1. This Agreement binds and benefits both Cedar Cove and the Occupants, as well as their heirs, personal representatives, successors and assigns.
2. Each obligation expressed in this Agreement, even though not expressed as a covenant, is considered to be a covenant for all purposes.
3. If any provision of this Agreement or the application of it to any person or circumstances is held to any extent invalid or unenforceable, the remainder of this Agreement or the application of the provision to persons or circumstances other than those as to which it is held invalid or unenforceable is not affected.
4. Time is of the essence of this Agreement.
5. This Agreement shall be governed by and construed in accordance with the laws of the Province of Ontario. The Occupants submit to the exclusive jurisdiction of the courts of the Province of Ontario for the enforcement of this Agreement, and any dispute in relation the Agreement and/or the License of Occupation.
6. Subject to the right of Cedar Cove to, from time to time, add additional terms and conditions that form part of this agreement, no other amendment or modification of this Agreement is effective unless it is in writing and executed by the Parties.
7. 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 terms and conditions of this other than those specifically waived and in no event shall any waiver be deemed to be a continuing waiver.
8. The Occupants hereto agree that the terms of this Agreement are fully understood and that they are signing this Agreement freely and voluntarily without coercion or duress and after having been advised of their right to seek independent legal advice and being provided with a reasonable opportunity to do so.

9. In the event of termination of this Agreement, the Limitation of Liability and Indemnity provisions contained herein shall survive and endure for the benefit of Cedar Cove.
10. This Agreement may be executed by the Parties in separate counterparts, each of which when so executed and delivered shall be an original, but all such counterparts shall together constitute one and the same instrument. The parties hereto agree that this Agreement may be transmitted by facsimile, by email in Portable Document Format (PDF) or such similar device will be treated as binding as if originals.
11. By their joint signing of this license, the Occupants hereby represent and warrant that they have the responsibility and authority to sign on behalf of Permitted Family Members, guests, visitors or other persons attending at the site from time to time and that the subsequent authorizations by either of them shall be deemed to be authorization by both of them.
12. *Force Majeure:* Cedar Cove shall not be held liable for any delay, interruption, or failure to perform any of its obligations under this Agreement or the Licence of Occupation, and shall be excused from any further performance, due to circumstances beyond its reasonable control, which circumstances shall include, but not be limited to, any act of God, any act of any governmental authority, insurrection, riots, national emergencies, war, acts of public enemies, terrorism, inability to secure adequate labor or material, strikes, lock-outs or other labor difficulties, failure or delay of transportation, fires, floods, storms, explosions, severe weather conditions, earthquakes, or other catastrophes or serious accidents, pandemics, epidemics or embargoes.
13. This Agreement, including all other documents specifically referenced in this Agreement, sets forth the entire agreement of the parties with respect to the subject matter hereof and supersedes all prior agreements, representations, promises, or understandings with respect thereto. There are no representations, warranties, or agreements by or between the parties, which are not fully set forth herein.
14. By signing, the parties acknowledge that they have read over and fully understand all the terms and conditions outlined in this document. They further acknowledge that there were given sufficient time to review the terms herein and to seek independent legal advice before executing this document.

DATED at _____, this _____ day of _____, 20__.

Cedar Cove Resort

Per: _____

Name:

Occupant

Per: _____

Name:

Occupant

Per: _____

Name: