

LICENSE OF OCCUPATION

BETWEEN: CEDAR COVE RESORT
100 Cedar Cove Road
White Lake Ontario K0A 3L0

As represented by the ownership hereinafter referred to as CEDAR COVE:

AND: THE OCCUPANTS:
Hereinafter referred to as the OCCUPANTS (Last names first):

____ D.O.B. _____
____ D.O.B. _____

And those other eligible family members who are listed below:

____ D.O.B. _____
____ D.O.B. _____
____ D.O.B. _____
____ D.O.B. _____

Permanent Address: _____

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

Telephone: Res: _____ Bus: _____ Bus: _____

Email: _____

Registered Vehicle Licenses: 1. _____ 2. _____

Golf Cart: Yes _____ No _____

RV: Make: _____ Year: _____ Length: _____ Width: _____

(An RV is a Recreational Trailer or Motorhome licensed for use in Ontario. A copy of this RV registration is to be attached to this form.)

ASSIGNED SITES: RV Site: _____ Dock Slip: _____

A. CEDAR COVE & THE OCCUPANTS AGREE:

- 1. This license of Occupation for the assigned site is for a period of not more than one year commencing on or after October 1, _____ and continuing through to and including September 30, _____, subject to automatic renewal as provided in this license. The site may only be occupied as a summer seasonal residence for part or all of the period commencing May 1st and ending September 30th in each and every year of the period of the license by one or two occupants over the age of 18 and one to four dependent persons under age 18 occupying one commercially-built RV in good condition that does not exceed the authorized size for the assigned site. The OCCUPANTS shall be entitled to store on the assigned site the approved RV and other authorized items as may be authorized in writing from time to time in the sole discretion of CEDAR COVE.
2. This License shall be deemed to be automatically renewed from year to year unless terminated by either party in writing on or before September 15 of each year for the subsequent year beginning October 1.
3. The fees for the assigned site are as outlined in the Cedar Cove Resort Statement Summary for Reservation # _____ attached hereto as Schedule "A" and as detailed in the current CEDAR COVE Long Term Rentals brochure.
4. The OCCUPANT agrees to provide a valid Credit Card number, any outstanding balance that exceeds sixty (60) days will be automatically charged to card on file. All other charges 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); that there is no adjustment in fees because of temporary interruptions in services provided to the assigned site and that RV units and boats brought into CEDAR COVE are not to be taken out of CEDAR COVE until all fees have been paid.
5. Deposits are non-refundable and are held against the final balance owing in any year. Deposits are forfeited as liquidated damages and not as penalty upon breach of any terms of this Agreement.

- 6. The address for notifications under the term of this License, or otherwise, shall be as set out above; written notice of a change may be given by regular first class mail; any notification pursuant to the terms of this license shall be deemed to have been received five (5) working days after it was posted; AND any notification sent to one OCCUPANT shall be deemed to have been sent to both OCCUPANTS.
7. This License, including the schedules hereto, shall constitute the entire arrangement between the parties; there is no representation, warranty, condition or collateral agreement affecting the document other than as expressed herein in writing; and this license shall be read with all changes of agenda and number required by the text.
8. A site, as referred to in the License of Occupation may be one or more of a recreational vehicle (RV) site, dock slip.
9. The additional terms and conditions listed on the reverse side of this document form part of this License Agreement.
10. The OCCUPANT agrees to pay a deposit fee of _____. This deposit is refunded when the site is vacated, left clean, and all fees have been paid.

This License Agreement signed the _____ day of _____, 20____, at Cedar Cove Resort in the Township of Lanark Highlands, Ontario shall be binding upon the heirs, executors, administrators and assigns of the parties hereto.

Signed, Sealed and Delivered in the presence of: _____

____ OCCUPANTS

For CEDAR COVE

B. CEDAR COVE AGREES:

1. To provide to the assigned site potable water, a sewage connection and metered electrical service.
2. To inform the OCCUPANTS in writing of any changes in the fees listed in the **Cedar Cove Resort Statement Summary, referred to in clause A 3 above**, on or before September 15th of each calendar year.
3. To resell the occupants proper

C. THE OCCUPANTS AGREE:

1. This License is personal to them and those other eligible family members who are listed above and is not assignable.
2. Other visiting family members and friends will be charged admission to CEDAR COVE RESORT as determined from time to time. **Occupants are responsible to insure their guests or visitors are registered and have paid any/all admission fees, or other fees. Occupants who have unauthorized guests will be billed the current daily guest rate per guest per day, as outlined in the long term brochure. Occupants are responsible for and become liable for any outstanding fees, penalties or fines that have not been paid by any visitor to their site. Failure to do so will be deemed a breach of contract and can be cause to terminate their license agreement.**
3. This License is for the occupation of the assigned site only and they acknowledge that they are licensees with respect to any site assigned to them and are deemed to have willingly assumed, without restriction, all risks arising out of use of the site and other facilities and equipment of CEDAR COVE RESORT.
4. The use of the assigned site shall be for recreational and vocational purposes only and that in addition to the assigned site; they have the use in common with others so entitled to all common areas as provided without additional charges.
5. To be bound by, and acknowledge receipt of, the **CEDAR COVE RULES** for the use of CEDAR COVE facilities and equipment as presently in existence attached hereto as **SCHEDULE "B"**, or as may be reasonably established or modified from time to time at the sole discretion of CEDAR COVE including RULES listed in the current CEDAR COVE brochure entitled **Information and Rates, Long Term Rentals**.
6. Hereby undertake that they will inform any family members specified in this license or otherwise, as well as guests, visitors, or other persons attending at their site as to the CEDAR COVE RULES and that they are responsible for the observance of these RULES personally or by their immediate family members, guests, visitors or other persons attending at their site or in CEDAR COVE RESORT with their permission or knowledge.
7. 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 which additional charges shall be payable immediately upon receipt of any notice or demand for payment received by CEDAR COVE and conveyed to them.
8. Agree to provide CEDAR COVE with a valid credit card number to have on file and agree to allow Cedar Cove Resort to charge any overdue charges on their account that have gone outstanding (for 60 days or more) to their credit card as well as any late fees and use of credit card fees. Any account that exceeds ninety (90) days delinquency shall be deemed to be a breach of this license and this license may be immediately terminated at the sole option of CEDAR COVE.
9. Any failure to remit any payments required under the terms of this agreement and any breach of any of the CEDAR COVE RULES by them, their immediate family members, guests, visitors or other persons attending at their site, shall be deemed to be a breach of this license and this license may be immediately terminated at the sole option of CEDAR COVE.
10. Hereby 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 said site, or elsewhere in CEDAR COVE RESORT, and that CEDAR COVE shall not be liable for any damages thereby occasioned.
11. Understand that CEDAR COVE assumes no responsibility for any loss through fire, theft, collision or otherwise to trailers, boats, improvements or cars or their contents, regardless of cause and they further agree that the use of CEDAR COVE RESORT or its facilities is solely at their own, their family's and their guests risk.
12. For themselves, their family and their guests; for themselves, their heirs, executors, administrators, successors and assigns **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 above mentioned site and use of CEDAR COVE RESORT grounds or facilities 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. They further undertake 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 license.

13. Hereby undertake 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 them, their immediate family, guests, visitors, or others attending at their site with their permission or knowledge, a breach of this license.

14. In the event of any default of the terms and conditions of this agreement, CEDAR COVE 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 the above site and repossess the site thus terminating the License.
- b. To sue for any overdue payments or damages arising out of a breach of this license together with interest, costs of any solicitor and client 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 to recover any monies or damages owing.
- d. To bar them, their immediate family, 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.

15. Acknowledge and agree that no items of personal property or services shall be advertised, offered for sale or sold on any site and 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 by CEDAR COVE. The Occupants also 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.

16. No add-ons, additions or improvements shall be incorporated on the assigned site without prior written approval of CEDAR COVE and that, if such approval is granted, such add-ons, additions or improvements must be incorporated so as not to impede the expeditious vacation of the site and removal of their property and further understand that some items brought into CEDAR COVE RESORT must be obtained from approved suppliers as determined from time to time by CEDAR COVE. Any improvements, additions or changes made to the site (Patio stones, interlocking stones, and retaining walls) once approved by Cedar Cove shall be removed from the site or become the property of Cedar Cove and must remain on the site once the guest that did the improvements vacates the site. Cedar Cove is not liable for the expense of these improvements.

17. The Occupants agree to return the site to its original condition upon termination of this agreement

18. Acknowledge and agree that anyone wishing to have a golf cart for use in Cedar Cove must also sign a license agreement for the operation of said golf cart within the boundaries of Cedar Cove Resort.

19. In the event that their assigned site shall be repossessed under the terms of this license, 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 and that CEDAR COVE in such removal and storage will not be responsible for any loss or damage to such goods; and that they 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.

20. Notice is hereby given that entry to CEDAR COVE RESORT is permitted only for activities conducted in accordance with this license and the CEDAR COVE RULES 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; and that 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.

21. To exercise such care as is reasonable in the maintenance of their site during their 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 CEDAR COVE RESORT harmless from any claims as a result of the failure of them to do so.

22. They, their family and their guests are responsible for the insurance of their own possessions brought onto CEDAR COVE RESORT.

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 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 their joint signing of this license they hereby represents and warrants that they have the responsibility and authority to sign on behalf of family members, guests, visitors or other persons attending at the site from time to time and that they subsequent authorizations by either of them shall be deemed to be authorization by both of them.

25. While the RV and equipment of any nature is on CEDAR COVE RESORT premises, they will not hire or permit any person or any company, other than CEDAR COVE RESORT, to perform any labour thereof; being understood that CEDAR COVE RESORT does not permit any competitive labour or services to be performing on its premises without its express written authorization, They further understand that the foregoing limitation is not intended to prevent them 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 CEDAR COVE RESORT.

SAMPLE ONLY