

License of Occupation

Between:

West Lake Willows
2028 County Rd 12
RR#1 Picton, Ontario
K0K 2T0

-and-

Names: _____ Site _____
#: _____ Permanent
Address: _____
City/Town: _____
Province: _____ Postal Code: _____
Telephone Res: _____ Bus: _____

Registered Cars(s) License: #1 _____
#2 _____

The owner has agreed to license the Occupant to occupy the above site with the services included on the invoice. The licensing of the above site by the owner to the occupant shall be in consideration for and subject to the following terms and conditions.

1. This license is personal to the above named occupant and those eligible family members, in accordance with the campground rules, as follows:

2 Adults

2 Children

2. This license 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.
3. All charges for a deposit, storage, rent, services, etc. are due and payable when invoiced. Interest shall be payable at 2% per month (24% per annum on all over due accounts)

4. 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.
5. The use of the specified site shall be for recreational and/or vacation purposes only. In addition to the specified site, the Occupant shall have the use in common with others so entitled to all common area provided without additional charge. The license shall be automatically renewed solely at the discretion of the Operator from year to year save and except any adjustment in the fees charged.
6. In addition to the foregoing, the Occupant 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 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.
7. 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 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 licensor within seven (7) days of receipt of such amendment.
8. The Occupant hereby undertakes and agrees that he will inform any family members specified in the license 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 immediate family members, guests visitors or other person attending at the Occupant's site or in the campground with the occupant permission or knowledge.
9. Any failure to remit any payments under the terms of this agreement and any breach of any of the rules of the campground by the Occupant, his 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 option of the Owner.
10. The Occupant 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.
11. The Occupant hereby undertakes and agrees to abide by all the terms and conditions of any applicable municipal, provincial or federal laws an regulations and any failure

to do so may be deemed to be by the Occupant, his immediate family, guests, visitors or others attending at the Occupant's site with the Occupant's permission, a breach of this license.

12. The address for notification under the term of this license, or otherwise shall be as set out above unless written notice of a change has been given by regular first class mail. Any notification pursuant to the term of this license shall be deemed to have been received five working days after it was posted.
13. 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 license together with interest, costs of any solicitor on a solicitor and client basis together with any other costs of any nature or kind which may be incurred in repossessing the site and collection overdue payment 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, his immediate family, guests, visitors or other attending at the occupant's site with the occupant's permission from:
 - i. Staying past 8:00 pm on any night of the aforementioned fourteen (14) days;
 - ii. Attending or participation in any common activities as may be held in the campground;
14. 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.
15. This license is personal to the Occupant or immediate family and is not assignable.
16. In the event that this site shall be repossessed under the terms of this license, 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"), maybe 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 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 be prosecuted in accordance with its provisions.

17. Notice is hereby given that entry to the campground is permitted only for activities conducted in accordance with this license and the rules and regulation as they exist from time to time and all other activities are prohibited in accordance with the provision of The Trespass TO Property Act, R.S.O., 1980, Chapter 511, as amended. 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.
18. The Occupier of a site shall exercise such care as is reasonable in maintenance of the site during his occupancy to see that person entering on the site and the property brought on the site by those persons 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 vacation of the site and removal of the Occupants property.
19. 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.
20. By his/her signing of the license 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.
21. This license, 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 license shall be read with all changes of agenda and number required by the text.
22. 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 himself, his family and guests. The Occupant, 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 NOTWITHSTANDING that the same may have been contributed to or occasioned by the negligence of any of the aforesaid. The Occupant 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 of all of them arising as a result of or in any way connected with this license.

23. This form was prepared for the exclusive use by members of the The Ontario Private Campground Association and is the subject matter of copy right. Any unauthorized use is prohibited. Any use is at the occupant's risk.

THIS AGREEMENT signed the _____ day
of _____, 20_____

at _____ Ontario shall be binding upon the heirs
executors, administrators and assigns of the parties hereto.

Sign, Sealed, and Delivered:
