

## LICENCE OF OCCUPATION

BETWEEN:

OWNER

QUINTE'S ISLE CAMPARK INC.  
237 Salmon Point Road, R.R.#1  
Cherry Valley, Ontario  
K0K 1P0

- AND-

Name: 1) \_\_\_\_\_  
OCCUPANT #1  
2) \_\_\_\_\_  
OCCUPANT #2

Permanent Home Address: \_\_\_\_\_  
\_\_\_\_\_  
(City/Town) (Province) (Postal Code)

Email Address: \_\_\_\_\_

Telephone Res: \_\_\_\_\_ Telephone Bus/Cell \_\_\_\_\_

Driver's License #: \_\_\_\_\_  
(Please provide photocopy of picture license both sides)

Address on the Driver's License the same as the Permanent Home Address: Yes ☐ No ☐

Car License Plate # \_\_\_\_\_ Date of Birth: \_\_\_\_\_  
# \_\_\_\_\_ Date of Birth: \_\_\_\_\_

Insurance Company Name \_\_\_\_\_ Policy # \_\_\_\_\_

Period of coverage from \_\_\_\_\_ to \_\_\_\_\_

The Owner has agreed to grant a license to the Occupant to use the following site with the services specified:  
Site: \_\_\_\_\_ (the Site) at Quinte's Isle Campark, 237 Salmon Pt. Rd, Cherry Valley, ON K0K1P0 (the Park)  
(Campground Name/Address)

The license of use of the Site by the Owner to the Occupant shall be in consideration for and subject to the following terms and conditions:

- A) Fees as per posted rates.
- B) Additional services for the specified site:  
Water: n/c Hydro: \_\_\_\_\_ market price per kwhr plus administration fee  
Propane Tank Rental: \_\_\_\_\_ Visitors Pass: \_\_\_\_\_ Extra Persons: \_\_\_\_\_
- C) Any realty taxes accruing pursuant to the provisions of this Agreement \$ \_\_\_\_\_.

It is expressly acknowledged that there is no representation or assurance by the Owner to the Occupant that this license will be renewed annually and absent any written agreement of renewal of this license for any period, the Occupant shall vacate the site at the end of the term.

The park closes in off season (as posted from year to year—see posted rate sheet for opening and closing dates) with no water, sewer, road clearing, or other services and only pre-authorized, limited access to the Site will be permitted.

The Occupant and following persons may use the site, provided this License is operative and in good standing. The Occupant agrees to abide by the terms of this license agreement, and to ensure other permitted site users abide by the terms of this agreement and campground rules, which are attached hereto as schedule A:

	NAME	RELATIONSHIP	DATE OF BIRTH
adult			
child			
child			
child			

#### **CHILDREN 18 YEARS AND UP ARE ADULTS AND SUBJECT TO VISITORS FEES**

Camping is an outdoor recreational activity. The participants known as campers leave their permanent residence and enjoy amenities and natural features of the outdoors. A campground is a designated area where seasonal camping takes place.

1. It is understood and agreed that other visiting family members and friends shall be charged admission as determined from time to time.
2. It is understood and agreed that renting or leasing out your trailer site is strictly prohibited. Where any Occupant is found to have rented out or leased out a trailer in the park, the Licence of Occupation will be immediately terminated and the Occupant will have to vacate the park.
3. It is agreed and understood between the Occupant and the Owner that the intended use for the specified site is for seasonal recreational and vacation purposes in a campground or trailer park. The campground or trailer park is designated for seasonal or temporary use only and as such the trailer on site cannot and shall not be used by the Occupant as a permanent home address without limiting the generality of the foregoing, the owner and occupant hereby acknowledge and confirm that the provisions of the *Residential Tenancy Act* as per Section 5 (a) shall not apply to the tenancy created by this Agreement.
4. It is agreed and understood between the Owner and the Occupant that the word trailer as set out in paragraph 2 above, shall include Recreational Vehicles and Park Model Trailers (as defined by the C.S.A. Standards Z.241), as well as, any motor home, pet trailer and truck and camper unit; however, the word trailer shall not include mobile homes as defined by C.S.A. Standards Z. 240.
5. It is agreed and understood between the Owner and the Occupant that the words seasonal or temporary periods of time as set out in paragraph 3 above shall include periodical or recurrent use pertaining to the seasons of the year. It shall not include accommodation that is occupied for 12 months in any given year.
6. 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 campground.
7. All charges for a deposit, storage, rent, services, etc., are due and payable when invoiced.
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. This license may be renewed solely at the discretion of the Owner from year to year, save and except, any adjustment in fees charged, unless terminated by either party, in writing, on or before October 15<sup>th</sup> of each year.
10. The Occupant shall not cultivate, produce or distribute cannabis anywhere on Park lands, the Site, or in the Occupant's trailer.

11. Lawful consumption of alcohol or any other substance that may impair cognitive judgment and mobility, and the smoking of tobacco, cigarettes, or cannabis, is permitted on the Occupant's Site only and is prohibited in all common areas of the Park unless otherwise permitted as designated in the park Rules and Regulations; however, in the event that consumption or smoking on the Site is the subject of valid nuisance complaints by other Occupants or their visitors, as determined solely by the Owner, then the Owner may further restrict such on Site consumption or smoking as deemed by the Owner to be appropriate.
12. 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 A hereto, or as may be reasonably established or at the discretion of the Owner modified from time to time. The provisions of this License and any Rules are subject to compliance with the provisions of the *Human Rights Code*. Amendments to this license, at the sole discretion of the Owner, may be instituted with written notice to the Occupant. If the Occupant objects to the amendment to the Park rules, the Occupant may, upon written notice to the Owner within seven (7) days of receipt of such amendment, terminate the license and leave the Park within 14 days of delivery of written notice to the Owner with no penalty.
13. The Occupant hereby undertakes and agrees that he will inform any family members specified in this 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 persons attending at the Occupant's site or in the campground with the occupant's permission or knowledge.
14. 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, 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.
15. 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.
16. The Owner assumes no responsibility for, nor shall it be named as liable for any loss through fire, theft, park closures due to circumstances beyond control of the Owner including an "act of God", flooding, power outages, forest fires, sewage or water system failures, nor shall the Owner be legally responsible in any way for 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 or all of them arising as a result of or in any way connected with the license.
17. The Occupant hereby undertakes and agrees to abide by, and comply with, all the provisions, 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, his immediate family, guests, visitors or others attending at the Occupant's site with the Occupant's permission, a breach of this license and, at the Owners' sole discretion, grounds for immediate termination of this License, upon which the trailer shall be removed from the Site and all occupancy at the Site shall cease, with no refund of any deposit held by the Owner in respect of this License.

18. The address for notification to the Occupant of a Notice to be given under the term of this license, or otherwise, shall be at the permanent home address of the Occupant as set out above, unless written notice of a change has been given by regular first class mail. Any notification pursuant to the terms of this license shall be deemed to have been received five working days after it is mailed by regular mail or immediately if delivered to an apparently adult person at the address.
19. In the event of any default of any of the terms and conditions of this License agreement, including a breach of the park Rules and Regulations, and except where otherwise stated, the Owner shall have the following rights:
  - a) On fourteen days prior written notice of default delivered, or deemed received under the terms of this license to terminate this License agreement and re-enter upon the above site and repossess it.
  - b) 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.
  - 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. To bar the occupant, his immediate family, guests, visitors or other persons attending at the occupant's sites with the occupant's permission from:
    - i) staying past 8:00 p.m. on any night of the aforementioned fourteen (14) days;
    - ii) attending or participating in any common activities as may be held in the campground.
20. 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 with respect to the sale of any trailer or structure. The Occupant acknowledges that trailers older than 15 years cannot be sold on site.
21. This license is personal to the Occupant and is not assignable unless the Owner consents, which consent may be unreasonably refused.
22. 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), 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 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.
23. 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.
24. The Occupant of the site shall exercise such care as is reasonable in the maintenance of the site during the term of his/her License to ensure that persons entering on the Site and the property brought on the site by such 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. 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.
25. No add-ons, additions or site improvements shall be incorporated without prior written approval of the Owner. 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.
26. A waiver of any one or more of the terms or conditions herein contained shall not be deemed to be a waiver of enforcement or compliance with 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. The Occupant agrees that the Owner shall not be required to monitor and demand enforcement of the terms of this License in cases where the Occupant is not in compliance with this License.

27. By his/her signing of this 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.
28. The Occupant further agrees that while his trailer and equipment of any nature is on the Owners' 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; if being understood that the Owners do 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 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. Once such work is approved the Occupant shall provide the Owner a true copy of Worker's Compensation coverage or liability insurance if self-employed.
29. The Occupant acknowledges that permanent structures of any kind are prohibited on the site and the Occupant shall not claim to be the owner of a permanent structure used or intended for use as living accommodation on the site. It is agreed that if there is a finding by a court, tribunal or office of competent jurisdiction that there is permanent living accommodation located on the site, or if such claim is made by the Occupant, such claim or finding shall be good and valid grounds for termination of this License of Occupation.
30. If the Occupant shall become bankrupt then accruing License charges together with the License charges for the three months next ensuing shall immediately become due and payable, and the term shall, at the option of the Owner, forthwith be terminated and such accelerated License charge and additional License charges shall be recoverable by the Owner as if it were License charges in arrears.
31. The Occupant shall not register this license, notice of this license or any other document related to this license nor any notice of those documents against the title to the licensed site or the campground unless he has first obtained from the Owner approval in writing concerning the form and content of the document proposed to be registered. The foregoing shall not apply to the registration of a Charge/Mortgage of License provided the notice of the License which it secures has been approved for registration as set out herein. The Occupant will be responsible for payment to the Owner for it's out of pocket expenses incurred in connection with its review and approval of such proposed registration.
32. 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 context.

This Agreement signed the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, at \_\_\_\_\_, Ontario shall be binding upon the heirs, executors, administrators and assigns of the parties hereto.

\_\_\_\_\_  
Quinte's Isle Campark

\_\_\_\_\_  
Signature of Quinte's Isle Campark

\_\_\_\_\_  
Name of Occupant 1 (print)

\_\_\_\_\_  
Signature of Occupant 1

\_\_\_\_\_  
Name of Occupant 2 (print)

\_\_\_\_\_  
Signature of Occupant 2

I, the named Occupant for the specified site acknowledge providing the personal information pursuant to this license agreement and confirm the accuracy of the same.

\_\_\_\_\_  
Occupant initials

I, the named Occupant consent to the collection and disclosure of this personal information

\_\_\_\_\_

For the use by the owner as required from time to time to administer and enforce this agreement. Occupant initials

I, the named Occupant herein acknowledge that this contract is governed by the laws of the Province of Ontario. I further understand that the Ontario Courts are the Court of exclusive Jurisdiction in the event of any Court action between the parties.

\_\_\_\_\_  
Occupant initials

I, the named Occupant herein acknowledge that providing a copy of my driver's license is Voluntary and that this information will be retained to demonstrate my permanent residency. I understand that this information will be retained and that I have been given the option of redacting any information in the photocopy I do not consent to disclosing. I consent to disclosing the information on the photocopy of my driver's license that I have not chosen to redact.

\_\_\_\_\_  
Occupant initials



## RULES AND REGULATIONS

- 1) Please keep campsite in a clean and safe condition.
- 2) Clotheslines are **NOT** permitted. Call before you dig anything.
- 3) All RV's having sewage drains shall have their drains sealed for the duration of their stay on any campsite, unless such drains are considered to the approved sewer system.
- 4) No junk, equipment, materials or appliances of any kind shall be placed or be permitted to remain on any site or deck at any time. This includes refrigerators and all other appliances including washers and dryers in sheds.
- 5) All pets are to be kept on a leash and accompanied at all times (not left alone) and their droppings are to be removed and disposed of by owner of the pet. Pets are **NOT** allowed in the buildings or in the **TRAILER RENTALS**.
- 6) Willful causing of injury to a person or damage to the park property will **NOT** be tolerated.
- 7) No firearms shall be kept or discharged within any part of the campground.
- 8) No open fires of any kind shall be permitted **EXCEPT** within a masonry fireplace, BBQ or firepit.
- 9) Fires must be attended by an adult at all times and must be thoroughly extinguished by wetting or covering upon completion of their use.
- 10) All rubbish must be placed in plastic **GARBAGE** bags and deposited in the dumpsters located at the **EXIT** of the park. All recyclables can be placed in labeled blue boxes beside dumpsters.
- 11) Please help keep rest rooms tidy.
- 12) Please observe speed limit. Speed limit within the park is 9 km per hour at any time.
- 13) Only person's with valid driver's license shall be permitted to drive a golf cart.
- 14) No person under the influence of alcohol or cannabis shall be permitted to drive in the park (including golf carts).
- 15) No racing or reckless driving of any sort will be tolerated.
- 16) Your site number should be clearly displayed on your golf cart and proof of liability insurance provided to the office annually.
- 17) Children under 12 must be accompanied by parent or guardian in the pool (not less than 16 years of age). Children under 6 must be accompanied to rest rooms and rec hall.
- 18) No food, drinks or glass containers allowed in the **POOL** area.
- 19) No vehicle washing.
- 20) No lawn/sprinkler watering during weekends (June/July/August/September).
- 21) Lawn or Garden watering **ONLY** allowed between 11pm – 6am during June/July/August/September.
- 22) Watering **ONLY** allowed with hose trigger nozzle and actively hand-held by an individual OR with an auto-shutoff timer for maximum of 30 minutes (no leaving sprinklers on).
- 23) No dish washing in any rest room sinks.
- 24) **ALL VISITORS** must register at the office before entering the park.
- 25) Visitors are not permitted to enter the park between 11 pm and 8 am.
- 26) Visitors are requested to vacate the premises by 11pm.
- 27) Only one camping unit allowed per site.
- 28) We ask you to be considerate of your neighbours and avoid any undue noise. Any damage caused to our property will be the responsibility of the registered guest or the seasonal.
- 29) The staff does not have authority to accept personal cheques unless authorized by management.

- 30) Check out time is 12:00 noon.
- 31) Guests staying beyond check out time will be charged an additional day's fee unless arrangements are made with the management.
- 32) No alcohol or other substance (ie cannabis) permitted other than on your campsite.
- 33) Gate access cards are for the sole use of the Registered Camper.
- 34) No operating chainsaws or cutting trees.
- 35) No subletting units whatsoever.
- 36) Trailers older than 15 years are not to be sold on site.
- 37) Quiet time is 11:00pm until 8:00am.
- 38) No generator to be used between 10:00pm – 8:00am.
- 39) No building, constructing, erecting or altering anything on your site without prior written consent from Quinte's Isle Campark management.
- 40) No fences, no outside fridges on decks, no tower antennas, no building decks higher than 23". No "for sale" signs or notices shall be affixed to or on any part of the site or unit.
- 41) No awnings, shades, screens, deck tents, gazebos, enclosures or structures whatsoever shall be erected over the outside of a window, door, balcony or patio without prior written consent of Quinte's Isle Campark.
- 42) Quinte's Isle Campark has exclusive rights to all park model, trailer, sunroom, deck, shed and awning sales. No outside dealers or private sales allowed in the park.
- 43) No exterior or exterior mounted water heaters.
- 44) No smoking or vaping is allowed in all common buildings, washrooms, pools, playgrounds, outdoor eating areas and outdoor common spaces. Any smoking or vaping is only allowed 20 metres (65 feet) away from all the above areas.
- 45) No video surveillance—Video surveillance cameras may only be used to monitor/record visuals of the occupant's personal property (ie. their own trailer). No sound is permitted to be monitored or recorded. No visibility of roads, other guests' sites/property, or any infringement of others' privacy is allowed to be captured via any surveillance cameras. Quinte's Isle Campark reserves the right to view the camera images in order to ensure compliance.
- 46) No vehicle storage permitted on site or site driveways during the off season except golf carts which must be secured out of way of falling trees or branches and the like. This rule is put in place to facilitate park maintenance of tree cutting etc. during the winter. We are not responsible for any damage caused by fallen trees, branches, animal damage or weather related damage. We do offer winter storage rental areas.

*Rules and Regulations may be amended by the owners from time to time. Pay telephones are located at the store entrance and beside the pool. Please feel free to use our facilities. We welcome any suggestions or advice you may have. THANK YOU FOR YOUR CO-OPERATION – WE HOPE YOUR STAY WILL BE PLEASANT!!*

### **GOLF CART RULES**

1. Speed limit within the campground is 9km per hour at all times.
2. ATV's, UTV's and mopeds are not allowed. Please obtain permission from owners regarding bringing any extra vehicles into the park.
3. Only people with valid driver's license shall be permitted to operate golf Carts (no children/teens driving golf carts).
4. No person under the influence of alcohol or drugs (ie cannabis) shall be permitted to drive a golf cart.
5. No reckless driving of any sort will be tolerated—stop at all stop signs—yield to pedestrians and bicycles (children always have the right of way).
6. Your site number must be clearly displayed on both sides of your golf cart in large print (4-6" tall)
7. You must have lights on front and back if operated at dusk or later.
8. Golf carts are to be operated on roads only.



9. Drive on right-hand side of roads.
10. QIC must have a copy of proof of liability insurance. You must provide prior to operating each spring.
11. Golf carts can have maximum 6" suspension and body lift.
12. Golf carts can have maximum 25" tall tires.
13. No kids driving golf carts ---also see Rule #3.

## ***BUILDING CODE***

*Listed below are guidelines for campsite enhancement. These guidelines have been established to ensure the beauty, grandeur and safety of Quinte's Isle Campark. We would appreciate your co-operation.*

1. Before building or constructing, erecting or altering anything on your site permission must be obtained from Quinte's Isle Campark. (ie. deck, shed, fence, awning, cutting trees, etc). Always best to ask first.
2. No shed shall be larger than 8x10 and maximum height of 10 feet. All sheds must be neat and clean in appearance and constructed from new wood, not old pallets. Maximum 1 shed per site unless authorized by Steve or Tim.
3. No deck shall be longer than the trailer. No deck wider than 12'. All decks must be neat and clean in appearance, not old pallets.
4. No awnings, shades, screens, enclosures or structures whatsoever shall be erected over the outside of any window, balcony or patio. Sunrooms must be pre-fabricated structures from Sunspace Enclosures (Please contact Mike, Steve or Tim for more information).
5. No homemade awnings, no awnings made from wood, plastic, metal and/or roof shingles.
6. All trailers entering Quinte's Isle Campark are subject to management's approval. No trailer older than 14 years shall be admitted. Maximum trailer size is 540 sq. ft. (park model)
7. No tower antennas.
8. No clotheslines
9. No household A/C units permitted.
10. Anything planted in the ground shall remain on the site where planted (ie. trees, plants, shrubs).
11. CALL BEFORE YOU DIG!! No digging without permission.
12. Any construction without permission will be removed at owner's expense.
13. Quinte's Isle Campark is not responsible for replacing any landscaping added to sites if we have to remove to perform maintenance or repairs to the infrastructure of the park.

ALL PROJECTS MUST STRICTLY ADHERE TO THESE REGULATIONS, IF YOU HAVE ANY QUESTIONS CONCERNING THESE REGULATIONS, PLEASE CONTACT STEVE OR TIM WARD. THANK YOU.