

# SUMMER HOUSE PARK 2021 SEASONAL CAMPSITE LICENSE OF OCCUPATION

FOR SEASONAL RECREATIONAL VACATION PURPOSES ONLY: April 30 2021 - October 11, 2021

Campsite # \_\_\_\_\_

**BETWEEN: SUMMER HOUSE PARK** Campground Owner (Hereinafter the "OWNER")

-AND-

**Name(s):** Last: \_\_\_\_\_ First: \_\_\_\_\_  
(Site User/Contracting Party: hereinafter the "OCCUPANT") #1

Last: \_\_\_\_\_ First: \_\_\_\_\_  
(Site User/Contracting Party: hereinafter the "OCCUPANT") #2

**Permanent Home Address:** \_\_\_\_\_ City/Town: \_\_\_\_\_ Postal Code: \_\_\_\_\_  
Address on Driver's Licence is same as home address Y \_\_\_ N \_\_\_ (Verified by reservation office personnel \_\_\_\_\_ initials)

Phone: (H): (\_\_\_\_\_) \_\_\_\_\_ (Cell): (\_\_\_\_\_) \_\_\_\_\_ (Alt.): (\_\_\_\_\_) \_\_\_\_\_

**Email:** \_\_\_\_\_ **Email:** \_\_\_\_\_

**Registered Vehicles:** (Licensed to the above names):

1. Licence Plate: \_\_\_\_\_ Make: \_\_\_\_\_ Model: \_\_\_\_\_ Colour: \_\_\_\_\_

2. Licence Plate: \_\_\_\_\_ Make: \_\_\_\_\_ Model: \_\_\_\_\_ Colour: \_\_\_\_\_

3. \$25/\$50 fee - Licence Plate: \_\_\_\_\_ Make: \_\_\_\_\_ Model: \_\_\_\_\_ Colour: \_\_\_\_\_

4. \$25/\$50 fee - Licence Plate: \_\_\_\_\_ Make: \_\_\_\_\_ Model: \_\_\_\_\_ Colour: \_\_\_\_\_

**Camping Unit & Insurance Details:**

Valid Propane Inspection: Y N d \_\_\_/m \_\_\_/y \_\_\_

Make/model of trailer: \_\_\_\_\_ Year trailer manufactured: \_\_\_\_\_ Length: \_\_\_\_\_

VIN# \_\_\_\_\_ Add-a-room: Y N

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

Period of Coverage from d \_\_\_/m \_\_\_/y \_\_\_ to d \_\_\_/m \_\_\_/y \_\_\_

**insurance declaration page and ownership attached** / Campground assigned on policy as co-insured: Yes No

The Owner has agreed to grant a license to the Occupant to use the following site: \_\_\_\_\_ (the Site) at 197 Miller Lake Shore Road, Miller Lake, ON Canada N0H 1Z0 (the Park)

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 164 day license for a term commencing on the 30<sup>th</sup> day of April, 2021, and expiring on the 11<sup>th</sup> day of October, 2021.** 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 is closed from October 12, 2021 to April 28, 2022 with no water, sewer, road clearing, or other services and only pre-authorized, limited access to the Site will be permitted.**

License charge for use of the Site is: as described in Schedule A: Rates and Payments

**In the event of a Park operations shut-down or opening delay imposed by governmental, public health or other regulatory authorities, the License charge shall nonetheless be payable in full, subject only to the Owner's sole and exclusive exercise of discretion, which may be unreasonably exercised, in determining whether the License charge shall abate during the period of shut-down or delay, as the case may be.**

**Registered Children:** This site is for use by Occupant(s) and their unmarried family living at the above indicated home address under the age of 21 only. List the names & ages of your dependent children below.

1. \_\_\_\_\_ / \_\_\_/\_\_\_/\_\_\_ / \_\_\_ 2. \_\_\_\_\_ / \_\_\_/\_\_\_/\_\_\_ / \_\_\_  
Name DOB: d m y Name DOB: d m y

3. \_\_\_\_\_ / \_\_\_/\_\_\_/\_\_\_ / \_\_\_ 4. \_\_\_\_\_ / \_\_\_/\_\_\_/\_\_\_ / \_\_\_  
Name DOB: d m y Name DOB: d m y

**a) Additional Registered Seasonal Persons:** The Occupant, their dependent children under the age of 21 living at the Occupant's home address listed above, and approved additional registered Persons may use the Site, provided this License is operative and in good standing: Additional registered seasonal persons up to a maximum of four persons are allowed as per the provisions outlined in Schedule B: Campground Rules and Regulations; paragraph 2, section a. *In the event of a Park operations shut-down or opening delay or restrictions imposed by governmental, public health or other regulatory authorities, additional seasonal campers may be restricted.* Please contact our office to register any additional seasonal campers under this License of occupation.

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**Pet Family Members:** For information purposes only.

1. \_\_\_\_\_ / \_\_\_\_\_ 2. \_\_\_\_\_ / \_\_\_\_\_ 3. \_\_\_\_\_ / \_\_\_\_\_  
Name Breed Name Breed Name Breed

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, specifically but not limited to clauses 1 through 4.

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.

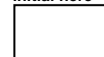
1. It is agreed by the parties that the intended use for the Site is for seasonal recreational and vacation purposes only. The Park is designed and intended for use-for seasonal or temporary campground and recreational use only and as such the trailer on site cannot and shall not be used as a permanent or principal residential or home address.
2. It is agreed by 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 Occupants, the Occupants shall maintain a permanent residential premises elsewhere than at the Park that the Occupants have unlimited access to and it is acknowledged by the Occupant that zoning for the Park prohibits residential uses of Sites in the Park.
3. It is agreed and understood between the Owner and the Occupants 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. This License is for the occupation of the Site 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 Park.
5. All charges for a deposit, storage, services, etc., are due and payable when invoiced or as indicated on Schedule A: Rates and Payments (a schedule of deposit and added charges is attached to this license agreement)
6. 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.
7. This License may be 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<sup>th</sup> of each calendar year.
8. 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.
9. The Occupant shall not cultivate, produce or distribute cannabis anywhere on Park lands, the Site, or in the Occupant's trailer.
10. 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; 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.
11. The Occupant hereby acknowledges receipt of and agrees to be bound by the terms and conditions of the Rules of the Park as presently in existence, being Schedule B: Park Rules and Regulations 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.
12. The Occupant hereby undertakes and agrees that he will inform any family members and guests, visitors or other persons attending at the Occupant's Site as to the Park rules, from time to time. The Occupant is responsible for the observance of the Park Rules personally or by his permitted family members, guests, visitors or other persons attending at the Occupant's site or in the Park 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 Park by the Occupant, his permitted 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.
14. 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 Park, and the Owner shall not be liable for any damages thereby occasioned.
15. 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, contagion, 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

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the Park 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 Park 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.

16. 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 permitted family members, 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.
17. 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 seven working days after it is mailed by regular mail or immediately if delivered to an apparently adult person at the address.
18. In the event of any default or disagreement with respect to the interpretation or application of any of the terms and conditions of this license agreement, including a breach of the Park Rules, and except where otherwise stated, the Owner may enforce any one or more of the following rights or remedies and in any order:
  - 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 and fees on a solicitor and own client basis together with any other costs of any nature or kind which may be incurred in repossessing the Site and/or collecting overdue payments and/or damages.
  - c) To take any action, including bringing or defending an application or action filed with a Court or Tribunal, which the Owner determines necessary to enforce or interpret the terms of this License and to recover the Owner's Legal costs and fees on a solicitor and own client basis together with any and all other costs of any nature or kind which may be incurred in enforcing or interpreting the terms of this license agreement.
  - d) 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.
  - e) To bar the Occupant, members of his family, guests, visitors or other persons attending at the Occupant's Site or at the Park 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 Park.
19. The Occupant acknowledges and agrees that no sales shall be advertised or conducted on any Site within the Park with respect to the sale of any trailer or structure without the Owner's express written authorization.
20. This License is personal to the Occupant and is not assignable unless the Owner consents, which consent may be unreasonably refused.
21. 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"), and 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 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 Park is permitted only for activities conducted in accordance with this License and the 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. 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 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.
24. 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.

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25. 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.
26. By his/her signing of this License the Occupant hereby represents to the Owner 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.
27. The Occupant 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 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.
28. The Occupier acknowledges that permanent structures of any kind are prohibited on the site and the Occupier 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 a claim is made by the Occupier, such claim or finding shall be good and valid grounds for termination of this License of Occupation
29. 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.
30. 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 Park 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 its out of pocket expenses incurred in connection with its review and approval of such proposed registration.
31. 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 gender and number as required by the context.

This License of Occupation form is prepared for the exclusive use by members of The Ontario Private Campground Association. Any unauthorized use of this License form is prohibited.

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

\_\_\_\_\_  
Name of Owner (print)

\_\_\_\_\_  
Signature of Owner

\_\_\_\_\_  
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.

**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.**

\_\_\_\_\_  
Initials Occupant 1

\_\_\_\_\_  
Initials Occupant 2

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.

\_\_\_\_\_  
Initials Occupant 1

\_\_\_\_\_  
Initials Occupant 2

I, the named Occupant herein acknowledge that providing a copy of my drivers' 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 drivers' license that I have not chosen to redact.

\_\_\_\_\_  
Initials Occupant 1

\_\_\_\_\_  
Initials Occupant 2

**Pursuant to Ontario's Electronic Commerce Act, 2000, this Licence of Occupation may be executed electronically and in several counterparts via facsimile or electronic signature or original signature, each of which so executed shall be deemed to be an original, and such counterparts together shall constitute but one and the same document.**

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# SCHEDULE A: RATES AND PAYMENT

1. **CAMPING SEASON:** Season includes usage of campsite and park from **first weekend in May (Friday April 30, 2021) to Thanksgiving (Monday October 11, 2021)**. Limited access to park outside of camping season by pre-authorization only. Fees may apply.

2. **RATES & PAYMENTS:** Seasonal rate structure listed below includes trailer and park usage for the camping season for family members listed on this License of Occupation. These rates include use of park from the above stated dates as well as winter storage of trailer at end of camping season to opening day of the following season.

**BASIC SITE FEES** (not including HST):

S30 (30 amp electrical service & septic hookup or pump out)	\$3295*	_____
S50 (50 amp electrical service & septic hookup)	\$3395*	_____
PREMIUM SITE	\$3495*	_____
SUPER SITE	\$3795*	_____
HYDRO METER READING CHARGE	\$ 20	<input checked="" type="checkbox"/>
ADDITIONAL LICENCED VEHICLE (Above 2 )	_____ x \$25/50	_____
ADDITIONAL SEASONAL	_____ x \$ 250	_____
WIRELESS INTERNET – SEASON	\$ 100	_____
BOAT DOCKING	_____ x \$ 400	_____
FINGER PIER/SAILBOAT SLIP	_____ x \$ 100	_____
CANOE/KAYAK RACK	_____ x \$ 40	_____
ADDITIONAL CANOE/KAYAK	\$ 10	_____
OFF-SEASON BOAT/TRAILER STORAGE (on site)	\$ 75	_____

**ADDITIONAL NEW SEASONAL FEES/INFORMATION:**

Drop Fee	\$1300 / \$3000	_____
Premium/Super Site Fee	\$1000 / \$1500	_____
New Seasonal Admin. Fee	\$250	_____
Hydro Meter/Site Deposit	\$300	_____
Gate Barcode	_____ x \$ 40	_____
Trailer Taxation Fees Applicable		Y / N
Copy of trailer key in office		Y / N
Copy of ownership attached		Y / N
Copy of insurance attached		Y / N
Propane Inspection Complete:	_____	Y / N

\* less \$75 if paid by cash, personal cheque, e-transfer or debit before December 31, 2020  
 ✓ fees automatically billed

**TOTAL (excluding tax)** \$ \_\_\_\_\_

- a) **SEASONAL SITE PAYMENTS:** A **\$600.00 non-refundable deposit** is required by **September 30, 2020 along with your signed copy of the Licence of Occupation**. Intention to renew your site for the following year must be indicated by **September 30, 2020** via payment of this deposit. If said deposit is not paid by September 30, 2020, you will forfeit the opportunity to remain on the same campsite.
- b) **PAYMENTS & OVERDUE ACCOUNTS:** All accounts are to be paid in full by opening date, **APRIL 30, 2021**. *Note: If paying by cheque, NSF fee of \$50 will be charged for invalid cheques. Any monies owing for seasonal site fees after April 30, 2021 will incur late payment charges at 34.49% per annum, calculated weekly. OCCUPANTS WILL NOT BE PERMITTED TO USE PARK FACILITIES IF SEASONAL SITE BALANCE IS NOT PAID IN FULL BY APRIL 30, 2021.*
- c) **ELECTRICITY:** Electricity is metered and is charged separately from campsite fees. Meters will be read twice a year, late-June and late-August and payment is due upon receipt of invoice. Interest charges of 34.49% per annum, billed weekly, will apply for overdue accounts. All seasonal campers must pay a \$20/season meter reading fee.
- d) **VEHICLE FEES:** Two licensed vehicles are included with your seasonal camping registration fee. Additional vehicles are permitted to enter the Park but must be registered. Only licensed vehicles are permitted. Season registration fee for a car, truck or SUV is \$50/vehicle; season registration fee for a motorbike or ATV is \$25/vehicle.
- e) **ADDITIONAL SEASONAL FEES:** See above rate schedule for additional fees for boat docking, seasonal internet, trailer taxation fee or applicable new seasonal fees and deposits.
- f) New campers must pay a one-time hydro/site deposit of \$300 which is fully refundable when terminating a seasonal site if there are no pending fees on account and no site clean up is required.
- g) **EARLY BIRD DISCOUNT:** To qualify for a \$75 early bird discount full payment must be received in the office no later than **DECEMBER 31, 2020**. Payments must be in the form of a cheque, e-transfer, debit or cash ONLY.
- h) During operational months, seasonal account balances are due upon receipt of invoice, including charges for wood, propane, visitors, electricity, trailer taxation, etc. Overdue accounts will be subject to a late payment charges of 34.49% per annum, calculated weekly.
- i) **GATE ACCESS is given to seasonal campers with valid contracts in good standing. Park access will be restricted if seasonal fees are overdue or if we do not have a signed License of Occupation in our office by opening date.**
- j) **NO SEASONAL TRAILER** may be removed from a site unless **SITE FEES AND OTHER OUTSTANDING AMOUNTS ARE PAID IN FULL** or if arrangements are made with management.
- k) There will be **NO REFUND** on any seasonal site vacated early due to personal reasons or because they are asked to leave due to rule violations.

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# SCHEDULE B: CAMPGROUND RULES AND REGULATIONS

1. **INSURANCE & OWNERSHIP:** The Occupant must possess insurance coverage in case of damage to trailer and vehicles and their contents at the Site. Insurance policy should have coverage for minimum fire, theft and two million liability coverage. We require a copy of proof of current insurance as well as a copy of trailer ownership in our office.

## 2. TRAILER USAGE & VISITORS :

- b) **ADDITIONAL SEASONAL CAMPERS:** Please be advised that the privilege to include additional registered seasonal guests is reserved for immediate family members only, such as parents or married siblings, and will be approved at the discretion of Owner. No more than four persons may be registered as additional seasonal campers. All guests must follow Park rules and regulations as outlined in the seasonal agreement. One vehicle is permitted for each additional seasonal camper over the age of 17 years. Owner has the right to refuse access to the Park if additional seasonal guests do not follow Park rules. *Subletting is strictly prohibited.*
- c) A parent must accompany ALL persons under the age of 21 when staying at their trailer overnight.
- d) GUESTS (persons not registered on the seasonal agreement) must be accompanied by a registered seasonal occupant (for exception see 2h). UNDER NO CIRCUMSTANCE is a seasonal trailer to be sublet.
- e) Seasonal campers are responsible for the REGISTRATION and CONDUCT of their guests. Visitors are subject to visitor rates. **Registration of guests must be done prior to arrival. An administration fee of \$50.00 will be charged, in addition to visitor fees, if there are unregistered persons or vehicles found in the park.**
- f) A visitor refers to adults or children that are NOT registered on this License of Occupation.
- g) Visiting hours for day guests are between the hours of 9:00 a.m. to 9:00 p.m. All visitors must check in AND check out at the office. Entrance fees apply to all guests for day use and overnight visits. Day visitors are free after 5 pm. Please be sure your guests know they are to visit the office upon arrival and departure.
- h) All overnight visitors must be registered and pay overnight guest fees. Check out time for an overnight visitor is 4 p.m. the following day. All overnight visitors must be housed inside the members approved camping unit.
- i) Guests may stay at a seasonal trailer without a registered SEASONAL occupant ONLY if this has been approved by the office and guests have been pre-registered by the seasonal camper. Water/electric campsite fees will be applicable to the guests' stay. Please notify your guest of these fees and regulations prior to their arrival.

## 3. VEHICLES:

- a) Two vehicles are included with your season registration and must be listed on this License of Occupation. Additional licensed vehicles are permitted but must be registered and listed above; fees apply.
- b) Registered seasonal vehicles will require a **bar code sticker** for access through controlled entrance gates.
- c) A **SEASON VEHICLE TAG MUST BE DISPLAYED** in the car windshield, right bottom corner. **If you have purchased a new vehicle, please notify the office so we can replace your vehicle tag.** Arrangements may be made at the office if a seasonal camper is using a different vehicle at some time.
- d) All other guest vehicles must be registered in the office and fees apply.
- e) Registered vehicles may be parked on your campsite only. No parking permitted on roads, along the roadway adjacent to a campsite, or on overnight sites. Additional registered vehicles may be parked in the outside parking lot.
- f) Licensed ATV's and motorbikes are permitted to enter the Park as long as they are registered and their use is restricted to a direct drive from Park entrance to your site. At no time are ATV's or motorbikes allowed to drive through park for entertainment purposes.
- g) All motorized vehicles must be driven by those holding a valid government issued driver's license.
- h) A **SPEED LIMIT OF 10 km/hr** is enforced throughout the park at all times.

## 4. SITES, TRAILERS AND OTHER EQUIPMENT:

- a) Equipment Permitted: Tent-trailers and recreational vehicles only. No tent trailer or tent will be allowed as a second unit on a site. Permission for a tent for children registered on this License of Occupation must be obtained from office. The additional tent must hold no more than 4 persons and is not meant for visitors.
- b) Recreational Vehicles: All recreational vehicles are to be roadworthy, kept in good repair and in presentable condition. Any trailer 20 years or older will not be allowed to enter the Park as a new seasonal unit.
- c) **NO ADD-ONS, ADDITIONS OR SITE IMPROVEMENTS SHALL BE INCORPORATED WITHOUT PRIOR APPROVAL BY MANAGEMENT.** This includes landscaping, any structures, gravel deposit, additions to patios, and campfire rings, as well as any REMOVAL of natural objects on or near the site. Please help to keep our park's natural surroundings beautiful. **Do not plant or transplant any vegetation without permission.**
- d) WORK ORDERS: requests for all service work or orders for products must be approved through the office and a work order must be completed.
- e) All H & H add-a-rooms, awnings, and sheds MUST be approved through our office, including shed re-sales.
- f) SHEDS: Only one shed is allowed per site with maximum dimensions of 6'x8'. All sheds must be pre-approved by management.
- g) Seasonal Camper may not hire or permit any person or company to perform any labour on their site without authorization. Once such work is approved, the Seasonal camper shall provide the Owner a copy of Worker's Compensation coverage or liability insurance if contract worker is self-employed.
- h) DO NOT move plants or rocks from ANY LOCATION inside or outside of the park. Gravel must not be spread onto a campsite's natural surroundings. Gravel is to be placed only on driveways and near trailers/decks. All gravel orders and placement must be inspected prior to delivery.
- i) RV washing machines and dryers, as well as flush toilets, are prohibited.
- j) Outdoor fridges are only permitted for storage of beverages only. NO FOOD ITEMS are permitted in outside fridges due to potential attraction of wildlife.
- k) Campsites and all personal content including trailer, shed, decks, etc. are to be maintained in a neat, orderly and safe manner at all times.
- l) Please do not clear the forest area around your campsite of deadfall and leaves as the decaying vegetation provides important nutrients to the surrounding forest vegetation.
- m) Operation of power-assisted tools such as saws, drills, leaf blowers, lawn mowers, etc. is limited to our low-season and may NOT BE USED during the summer months (June 11<sup>th</sup> to end of Labour Day weekend.) When using power-assisted tools, please be considerate of other campers. Limit use of power washers and leaf blowers to no more than one hour. USE OF POWER-TOOLS IS PROHIBITED ON THE VICTORIA DAY AND THANKSGIVING LONG WEEKENDS.
- n) Washing trailers or lawn watering is prohibited during summer months: June 11<sup>th</sup> to end of Labour Day weekend. No car washing anytime.
- o) All washed gravel sites must have weed treatment. DO NOT USE PESTICIDES OR HERBICIDES. Inexpensive and environmentally safe treatments are available, such as 10% white vinegar, hot water, or underlining.
- p) Any structural or landscaping changes such as gravel, planted trees, shrubbery, flagstone or patio stones and gardens become permanent fixtures to that site. When vacating a seasonal site, these are NOT to be removed from site unless approved by Management.
- q) If a vacated seasonal site requires clean up, a fee of \$65/hour will be charged to the vacating registered occupant for the time required to clean site. No one is allowed to enter any vacant site to remove any item such as firewood, rocks, trees, shrubs, etc.
- r) **DO NOT CUT ANY TREES WITHOUT PERMISSION FROM MANAGEMENT.** A \$65 landscaping fee plus the price to replace similar plants will be charged for restoration of unauthorized cutting or pruning. Please notify the office if you notice any dead or dying trees near your site.
- s) No digging allowed unless authorized by management due to underground water and electrical lines.
- t) Due to the potential spread of invasive species **NO OUTSIDE FIREWOOD** is allowed in the park. Please plan with park office for seasonal wood orders if you would like firewood for the camping season.

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- u) **We are in BEAR COUNTRY-** Remember to keep your site free of food, recycling & garbage, clean barbeques after use and do not hang bird feeders of any kind at your site, day or night. Consider planting nectar flowers that will attract hummingbirds in pots on your deck.
- v) **Our park is situated in a designated dark sky community.** Please help to keep light pollution to a minimum. Only shielded low-level patio and ground lighting is permitted on your site. Turn lights out at electrical source when you are not staying at your campsite.
- w) All vehicles including boat and boat-trailers must be parked on your OWN site, or location approved by the office.
- x) Each site is to have only one clothesline. This line is to be used strictly for your **BEACH TOWELS AND BEACHWEAR. ABSOLUTELY NO LAUNDRY SHOULD BE ON THIS CLOTHESLINE.**
- y) **FOR SALE SIGNS:** Are NOT allowed on any equipment or other items at your site. If you wish to sell an item such as a boat or barbeque, you may post a sign in our information kiosk after approval by Management; commission fees may apply.

**5. PETS:**

- a) All dogs and cats must be kept on a leash at all times, at your campsite as well as throughout the park.
- b) **YOU MUST CLEAN UP AFTER YOUR PET AND NEVER LET IT RUN LOOSE.**
- c) Pets are not permitted on the main beach however a designated PET BEACH AREA is available for your convenience.
- d) Never leave dogs unattended in trailer due to the potential for excessive barking when pets are left alone.
- e) Please do not feed your pets outdoors or leave pet food on your campsite outside overnight due to the potential attraction of wildlife.

**6. BOAT DOCKING/STORAGE:**

- a) All seasonal campers wishing to maintain docking space for **2021** season are required to make payment in full prior to **September 30, 2020. Otherwise the docking space will be available on a first-come-first-serve basis and any previous seniority for that space will be lost. A docking agreement must be signed and returned to our office along with your seasonal camping agreement.**
- b) All watercraft stored at our waterfront must have a valid 2020 docking sticker tag displayed in a visible location on their boat. If no tag is visible, watercraft is subject to being moved by our staff and additional docking fees may be charged. Seasonal docking will be available from May long weekend until the second week in September. No docks will be in the water outside of these dates.
- c) All watercraft must be removed from docking or rack space by **September 13<sup>th</sup>, 2021.** If watercraft remain in space after this time, they will be moved to your site and a \$50 fee will be charged to your site fees.
- d) All watercraft with trailers will be charged a **\$75 fee** for winter storage if you wish to keep your boat on site after closing date.

**7. TRAILER SALES & PURCHASES:** (NO "FOR SALE" SIGNS ALLOWED ON TRAILERS)

- a) If you wish to sell your trailer, please speak with office staff for policy details. A transfer-fee of \$800 + HST is applicable for all trailer sales.
- b) All trailers 20 years or older are not permitted to be resold in the park unless otherwise approved by management.
- c) **Before purchasing a NEW TRAILER,** please see Management for information regarding trailer specifications. If you are upgrading your trailer or purchasing a new unit, a one-time drop fee will be charged based on the style of trailer being purchased. This fee also applies to new seasonal campers: \$1300/ Travel Trailer or Park Model Trailer, \$3000/12' Wide Trailer. Please see the office staff for more details on these fees.

**8. OFF-SEASON USE:** Extended-season access by **pre-authorization only** will be permitted in April and October. Please contact us prior to visiting the park. Overnight fees of \$25 per night apply. Limited amenities may be provided weather depending. There is NO garbage dumpster service, no guaranteed washroom or water services. A privy is available for your use. Please remember that **ALL GARBAGE MUST BE TAKEN HOME.** The park is closed November 1- March 31. Park access is not permitted. No road clearing, electric, water or septic services are provided when closed.

**9. GARBAGE DISPOSAL & RECYCLING:** Garbage dumpsters are for **HOUSEHOLD USE ONLY.** All other garbage such as old lawn chairs, propane tanks, barbecues, old lumber, etc., must be taken to the local dump or disposal can be arranged through the office for a fee. This fee varies upon type and amount of garbage. At our park's recycle depot we provide mixed recycling (plastic, glass, aluminum) and a refundable bottle return for local children's charities. All other recycling must be taken to your home recycling centre or the Lindsay recycle depots; hours are posted in the kiosk or available in the office.

**10. QUIET HOURS:**

- a) Quiet hours are from 10:30 p.m. to 7:00 a.m. All noise should cease by 10:30 pm. Curfew for children 18 years & under is 10:30 p.m. All children must be at site or supervised by an adult by 10:30 p.m.
- b) All day-use guests must vacate park by 9:00 p.m.
- c) **CAMPFIRES** are to be extinguished by midnight with no exceptions- please use water to do so. Respect our night patrol; they should not need to visit your campsite.
- d) **OUTSIDE RADIOS/TV's ARE NOT ALLOWED AT ANY TIME.** Radios or TVs used inside your camping unit must not be heard out-of-doors.

**11. ADDITIONAL PARK RULES:**

- a) **PLAYGROUND** and **SWIM AREAS** are closed between dusk and 8 a.m.
- b) **NO BICYCLE RIDING AFTER DARK,** unless bicycle is equipped with proper **FRONT** and **BACKLIGHTS** and a bell. **NO RECKLESS RIDING OR RACING IN THE PARK - PARENTS – TEACH YOUR CHILDREN SAFETY** to prevent an accident; keep speed to a minimum and always wear proper bike helmets.
- c) No skate boarding or scooters on Park property, without exception.
- d) All campers and guests at Summer House Park must respect current Municipal, Provincial and Federal Laws as well as our campground code of conduct. Illegal and unlawful activities are strictly prohibited.
- e) **ALCOHOL CONSUMPTION & SMOKING CANNABIS IS RESTRICTED TO YOUR CAMPSITE AND IS NOT PERMITTED IN PUBLIC SPACES SUCH AS THE BEACH, ROADWAYS AND BOTH INDOOR AND OUTDOOR RECREATION AREAS.**

**12. PRIVACY POLICY:** Personal financial information in the campground's files is for the express use of the business and shall not be disclosed to anyone else. I agree that the campground office may release my name, address and campsite number to campground visitors if specifically requested by occupant. From time to time photos of activities will be taken to be used in publications or on our website. Please check box below if you **DO NOT** wish you or your family members to be included in park photos.

**13. TERMINATION CLAUSE:**

- a) This is a privately owned and operated family campground and we reserve the right to select our clientele and visitors. We also reserve the right to evict anyone who speaks or acts in a disrespectful manner toward this park, employees or any resident therein, or who refuses to comply with all rules and regulations as provided in this agreement, or any other reasonable request made by Management to discontinue improper conduct, noise or offensive behaviour. Any infraction of the above rules could result in camping privileges being withdrawn, all deposits and payments forfeited, and this agreement cancelled.
- b) Any failure to remit any payments required under the terms of this license agreement and any breach of any of the rules of the Park by the Seasonal Camper, his/her permitted family members, guests, or other persons attending the Seasonal Camper's Site shall be deemed to be a breach of this license agreement and this license agreement may be immediately terminated at the option of the Owner.

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