LICENSE OF OCCUPATION

BETWEEN:

Canoe Lake Campground **Steve Kilby and Karen Kilby**

(Complete Legal Name) CAMPGROUND OWNER/OPERATORS (Hereinafter the "**OWNER**")

- AND –

Name:_____ Date of Birth: _____
(Site User/Contracting Party: hereinafter the "**OCCUPANT**") #1

Name:_____Date of Birth: _____
(Site User/Contracting Party: hereinafter the "**OCCUPANT**") #2

Permanent Home Address:_____ _____P.O. Box: _____

City/Town:_____Province:_____Postal Code: _____

Telephone Res.:_____Mobile:_____

E-mail Address: _____

Address on the Driver's License the same as the Permanent Home Address: ☐

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 Canoe Lake Campground, 10434 Canoe Lake Rd., Godfrey, ON (**the Campground**)

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 **145-day** license for a term commencing on the **9th** day of **May, 2025** and expiring on the **30th** day of **September, 2025**. 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 1, 2025 to May 8, 2026 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 $_____plus **13** % HST per (year) plus the following:

Hydro: $0.195 per KWh

Children and dependents (under age 19):

Name: Relationship to Occupant: Date of Birth:

_____

_____

_____

_____

License of Occupation continued

1. It is agreed between the parties that the intended use for the Site is for recreational vacation purposes only. The Campground is designed and intended for seasonal or temporary campground and recreational use only and as such the trailer on site cannot be used as a permanent residential or home address.

2. It is agreed and understood between 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 Campground Closure. As well, during any use of the Site by the Occupants, the Occupants shall maintain a permanent residential premise elsewhere than at the Park, that the Occupants have unlimited access to. It is acknowledged by the Occupant that the zoning for the Campground prohibits residential uses of Sites in the Campground.

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 as defined by the C.S.A. Standard Z-240, but shall not include Mobile Homes as defined by the C.S.A. Standard Z-240 MH.

4. It is agreed and understood between the parties that the words “seasonal” or “temporary periods of time” as set out in paragraph 2 above may include periodical or recurrent use pertaining to seasons of the year but shall not include use of the Site when the Campground is closed.

5. 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 Campground.

6. All charges for a deposit, storage, rent, services, etc., are due and payable when invoiced.

7. 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.

8. In addition to the Site, the Occupant shall have the use in common with others so entitled to all common areas provided without additional charge. 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 30th of each calendar year.

9. 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.

10. 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. Amendments to this license, at the sole discretion of the Owner, may be instituted with written notice to the licensee. If the Occupant objects to the amendment to the Campground rules, the Occupant may, upon written notice to the Owner within seven (7) days of receipt of such amendment, terminate the licence and leave the Campground within 14 days of delivery of written notice to the Owner with no penalty.

11. 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 Campground rules. The Occupant is responsible for the observance of the Campground rules personally or by his permitted family members, guests, visitors or other persons attending at the Occupant's site or in the Campground with the Occupant's permission or knowledge.

12. 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 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.

13. 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 Site, or elsewhere in the Campground, and the Owners shall not be liable for any damages thereby occasioned.

14. The Owner assumes no responsibility for any loss through fire, theft, collision or otherwise to trailers, additions, improvements, boats 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 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.

15. 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.

16. 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 mail or email. 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.

17. In the event of any default of any of the terms and conditions of this agreement, 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 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 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 Site or at the Campground 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.

18. 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.

19. This license is personal to the Occupant and is not assignable.

20. In the event that the 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.

21. 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.

License of Occupation continued

22. The Occupant of a 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 exclusions and modification permitted by the Occupiers' Liability Act, Ontario.

23. 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 vacating of the site and removal of the Occupants property.

24. 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. 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.

25. 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.

26. The Occupant further agrees that while his/her trailer and equipment of any nature is on the Owner's premises, he will not hire or permit any person or any company, without the Owner's prior approval to perform any labour thereon or to make installation of equipment thereof; and that the person or company shall provide a true copy of Worker's Compensation and liability insurance if self-employed if requested by the Owner. Once such work is approved the Occupant shall notify the Owner of the proposed date and time of the work or services for approval before said company or persons enters the premises.

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

This Agreement signed on the date below shall be binding upon the heirs, executors, administrators and assigns of the parties hereto.

Name of Campground Owner	Date	☐ Check this box if you are signing the license electronically. This represents your signature. You must fill out the date.
Name of Occupant 1 (Print)	Date	☐ Check this box if you are signing the license electronically. This represents your signature. You must fill out the date.
Name of Occupant 2 (Print)	Date	☐ Check this box if you are signing the license electronically. This represents your signature. You must fill out the date.

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 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

Canoe Lake Campground – 2025 Seasonal Rules ("Schedule A")

- Campsite opens May 9th and closes September 30th. Seasonal fees are due by March 31, 2025.
- Seasonal rates cover two adults and dependent children up to and including 18 years of age. Extra adults must register and pay applicable fees. Only direct family members may use campsite when licensed campsite owner is not present. No subletting. Management must approve in advance of any use of campsite by dependent children without parental accompaniment.
- Visitors to your site must register before entering the park. You are responsible for your visitors' adherence to campsite rules and fees. Checkout time is 10:00 pm.
- Dogs must be kept on a leash and away from the swimming areas. Pet droppings must be immediately bagged and disposed of. Dogs must not be left alone on the site. Aggressive dogs of any breeds are not permitted. Uncontrollable barking or dog behavior that is protective or unfriendly to strangers or other pets is not permitted.
- Quiet hours are between 11:00 PM and 8:00 AM. No bright lights or loud noise.
- At no time shall persons create a disturbance or behave in such a manner that detracts from other camper's enjoyment of the park. No profane language.
- Our beaches, water slide, and playground areas are unsupervised, therefore, use at your own risk. Parents are responsible for the supervision of their children in all areas of the park. No swimming in front of the docks.
- Electricity is metered and billed separately from the seasonal fee on October 1st. Electricity invoices are due by October 31st.
- A non-refundable deposit of $500 is required by October 31st to hold your site for the following year. This will be deducted from your invoice for the following season. The deposit also serves as a winter storage fee for trailers that are removed in the spring by May 1st.
- All sheds, tents, decks, structures, flowerbeds or landscaping by advance permission only. Clotheslines attached to trees must be removed at end of each season.
- Smoking cannabis is not permitted in the campground. Ingestion of cannabis by vaping is permitted on your campsite only. Cannabis may not be cultivated or grown on campground property.
- Alcohol and smoking tobacco are permitted on campsites only and are not allowed in any other areas of the park. Glass is not permitted at the beach areas. Alcoholic beverages are allowed at scheduled potluck events.
- Fire regulations in South Frontenac Township (Bedford District) limit the size of all campfires to 2' by 2'. No campfire wood should extend outside the fire pits, nor be lit in windy conditions. By law, campfires may not be left unattended and must be completely extinguished before you leave them.
- All gated areas and outbuildings (barns, sheds, shelters) are off limits to all persons.
- All new trailer purchases must be approved in advance by management. New trailers coming into the campground must be 10 years old or newer.
- Trailers may only be sold separately from your site. Sites are not included with trailer sales. No refunds for mid-season departures.
- No chainsaws, ATV's, drones or fireworks.

Management reserves the right to use its discretion in the interpretation and enforcement of the above rules and any situations not directly referenced to in the above rules.