



## TERMS AND CONDITIONS

2023

### Shady Pines Campground Inc. (Owner)

11316 Petty Street, Ailsa Craig, ON N0M 1A0

The Site Occupant (Occupant) agrees to abide by these terms and conditions as set out by the Owner, and ensures all permitted Site Occupants, users, visitors, and guests also abide by these terms and conditions. This agreement is ratified by the signing of the Seasonal Contract/ Licence of Occupation.

Camping is an outdoor recreational activity. The Occupants leave their permanent residence and enjoy amenities and natural features of the outdoors. A campground is a designated area where 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, zoned and intended for use 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 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 premise 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-240), but shall not include Mobile Homes as defined by the C.S.A. Standards Z-241.
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 periodic or recurrent use pertaining up to 9 months of the year but shall not include use of the Site when the Park is closed.
5. This agreement 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 Premises.
6. All charges for a deposit, storage, rent, services, etc., are due and payable when indicated by notice or invoice.
7. All deposits and fees paid are non-refundable. The deposit and fees are 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.
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 (included), and agrees to be bound by, the policies and procedures of the Campground as presently in existence, being the Seasonal Camping Policies and these Terms and Conditions 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 contract and leave the Park within 14 days of delivery of written notice to the Owner with no penalty and with no refund of fees paid.
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 Seasonal Camping Policies. The Occupant is responsible for the observance of the Campground policies personally or by his permitted family members, guests, visitors or other persons attending at the Occupant's site or on the Premises 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 Seasonal Camping Policies 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 contract and this contract may be immediately terminated at the option of the Owner or their authorized representatives.

13. The Owner of the Campground, agents of the campground, officers, directors, managers or other employees of the Campground assume no responsibility for any loss or damage through fire, theft, collision or otherwise to trailers, additions, improvements or cars or their contents, regardless of cause. The Occupant agrees that the use of the Campground or its facilities is solely at the risk of their self, their family and guests. The Occupant, their family and their guests, for themselves, their heirs, executors, administrators, successors and assigns HEREBY RELEASE, WAIVE AND FOREVER DISCHARGE the Owner, the owner's agents, heirs, 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, illness, injury, loss or damages to their self, their 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 their own behalf and on behalf of their family and guests to indemnify all the aforesaid from and against any and all liability incurred by any or all of them arising as a result of or in any way connected with the contract.
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, their permitted family members, guests, visitors or others attending at the Occupant's Site with the Occupant's permission, a breach of this contract and, at the Owners' sole discretion, grounds for immediate termination of this contract, 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 contract, 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 or by electronic transmission. Any notification pursuant to the terms of this contract 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. The Occupant hereby authorizes and directs the Owner, upon termination of this contract 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 Owner shall not be liable for any damages thereby occasioned. In the event of any default of any of the terms and conditions of this contract, 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 contract, to terminate this 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 contract 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.
  - d) To bar the Occupant, members of their family, guests, visitors, or other persons attending at the Occupant's 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
    - iii) accessing the park as per terms set out by the owner
18. The Occupant acknowledges and agrees that if they are selling their camping unit, they are required to inform the camp management of their plans. For sale signs are discouraged. The lot cannot be included as part of the sale without the new owners having completed the Seasonal Site Application and been vetted by the camp management and having entered into their own contract with the campground. Support for trailer sales is available from the camp office for a fee.
19. This contract is personal to the Occupant and is not assignable unless the Owner consents, which consent may be unreasonably refused.
20. In the event that this Site shall be repossessed under the terms of this contract, 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 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 contract 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.

22. The Occupant of the Site shall exercise such care as is reasonable in the maintenance of the Site during the term of his Contract 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.
23. No add-ons, additions, decks, sheds, or Site improvements shall be incorporated without prior approval with diagrams provided to the Owner. If such approval is granted, such add-ons, additions, decks, sheds or improvements must be incorporated so as not to impede the expeditious vacating of the Site and removal of the Occupant's property. 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.
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.
25. By his/her signing of the contract 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 trailer and equipment of any nature is on the Owner's premises, repairs, services and winterizing may be completed by the site occupants or licenced technician provided the appropriate insurance coverage is in place. If any person or any company, is hired to perform any labour thereon or to make installation of equipment thereof; it is the responsibility of the Occupant to ensure that the person or company (in accordance with all pertinent laws and/or regulations) has Worker's Compensation coverage and liability insurance.
27. If the Occupant shall become bankrupt then accruing contract charges together with the contract 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 contract charge and additional contract charges shall be recoverable by the Owner as if it were contract charges in arrears.
28. The Occupant shall not register this contract, notice of this contract or any other document related to this contract nor any notice of those documents against the use of the site or against the Campground.
29. These terms and conditions, 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 contract shall be read with all changes of gender and number as required by the context.
30. The Occupant must maintain a policy of insurance on the camping unit against liability, fire and storm damage at all times and maintain the trailer in good condition and provide it with a fire extinguisher of an approved type. Proof of insurance must be provided annually to the office.
31. This contract is governed by the laws of Ontario.
32. The Occupant acknowledges providing the personal information pursuant to this contract agreement and confirms the accuracy of the same. The Occupant also consents 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, for general advertising purposes, and for business purposes of the campground. Your personal information will not be shared with any third party.
33. The Occupant acknowledges that providing a copy of their driver's licence is voluntary and that this information may be retained.
34. This contract 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.
35. Shady Pines Campground Inc will uphold the laws, orders and guidelines as levied by legal authorities, government, and health organizations; and will necessitate Owner, Staff and Occupant compliance for the health and safety of all.
36. Shady Pines Campground Inc is a private property, and as such, we reserve the right to refuse entry, to evict any person without a refund, or to ban re-entry to the property indefinitely at management's discretion. Shady Pines Campground reserves the right to adapt or modify campground rules at any time.