

# License of Occupation

BETWEEN:

May 1, 2023

**McGowan Lake Campground Inc.**  
**21321 Hwy. 7, R.R. 2**  
**Maberly, Ontario**  
**K0H 2B0**

- A N D -

Name: (Owner of Trailer) \_\_\_\_\_

Permanent Address: \_\_\_\_\_

City/Town: \_\_\_\_\_ Province: \_\_\_\_\_ Postal Code: \_\_\_\_\_

Tel: Res: \_\_\_\_\_ Tel: Bus: \_\_\_\_\_ Email: \_\_\_\_\_

Car License #1: \_\_\_\_\_ Car License #2: \_\_\_\_\_ Date of Birth: \_\_\_\_\_

**The Owner** has agreed to license the Occupant to occupy the following site with the services specified:

Site #: \_\_\_\_\_ Services (check services applicable): Water \_\_\_\_\_ Hydro \_\_\_\_\_ Other (specify) \_\_\_\_\_

**The Licensing** of the above site by the Owner to the Occupant shall be in consideration for the subject to the following terms and conditions:

1. This license is personal to the above named Occupant and those eligible family members, in accordance with the campground rules, which are attached hereto as schedule A, schedule B and schedule C,

NAME	RELATIONSHIP	DATE OF BIRTH

It is understood and agreed that other visiting family members and friends shall be charged admission as determined from time to time.

2. This license is for the occupation of the site specified only and the Occupant acknowledges that he/she is a licensee with respect to any facilities assigned to him/her and is deemed to have willingly assumed, without restriction, all risks arising out of his use of the site and the campground.
3. All charges for a deposit, storage, rent, services, etc. are due and payable when invoiced.
4. All deposits are non-refundable and are held against the final balance owing in any year. The deposit is forfeited as liquidated damages and not as a penalty upon breach of any term of this agreement.
5. The use of the specified site shall be for recreational and/or vacation purposes only. In addition to the specified site, the Occupant shall have the use in common with others so entitled to all common areas provided without additional charge. This license shall be automatically renewed solely at the discretion of the Operator from year to year save and except any adjustment in the fees charged, unless terminated by either party, in writing, on or before September 30 of each calendar year.
6. In addition to the foregoing, the Occupant shall pay in addition any taxes, assessments, levies, or license fees imposed by any authority on or as a result of any equipment, fixtures, improvements, furnishings or vehicles erected, placed or left on the site by or on behalf of the Occupant which additional charges shall be payable immediately upon receipt of any notice or demand for payment received by the Owner and conveyed to the Occupant.
7. The Occupant hereby acknowledges receipt of and agrees to be bound by the terms and conditions of the rules of the campground as presently in existence, being Schedule 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. Said amendment will allow the licensee to terminate the license and leave the campground with no penalty upon written notice to the licensor within seven (7) days of receipt of such amendment.
8. The Occupant hereby undertakes and agrees that he/she 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/her 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.
9. 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.
10. The Occupant hereby authorizes and directs the Owner, upon termination of this license for any reason, to act as the Occupant's agent for the securing and/or removal of any of the Occupant's property from the above site, or elsewhere in the campground, and the Owner shall not be liable for any damages thereby occasioned.

11. The occupant hereby acknowledges that the smoking or vaping of tobacco or cannabis (medical or recreational), and the use of e-cigarettes (including e-cigarettes containing cannabis, medical or recreational), is prohibited in the Park in accordance with applicable provincial legislation and regulations, as amended from time to time. Without limiting the generality of the foregoing, the aforementioned smoking, vaping or use of e-cigarettes is prohibited in all sheltered (roofed) common areas within the Park and in all playground areas used by children and within 20 metres of same. If the Occupant generates smoke or vapors from tobacco or cannabis (medical or recreational) that interferes with the reasonable enjoyment of other occupants of the Park, the Occupant will be asked to take steps to minimize the interference or disturbance to others or refrain from generating such smoke, subject only to Human Rights considerations. The Occupant shall not cultivate, grow, produce, purchase, sell or distribute any cannabis plant or produce in any areas within the Park, including on the Site.
12. The Occupant hereby undertakes and agrees to abide by all the 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, guest, visitors or others attending at the Occupant's site with the Occupant's permission, a breach of this license.
13. The address for notification under the term of this license, or otherwise, shall be as set out above, unless written notice of a change has been given by regular first class mail. Any notification pursuant to the terms of this license shall be deemed to have been received five working days after it was posted.
14. In the event of any default of any of the terms and conditions of this agreement, the Owner shall have the following rights:
  - a) On fourteen (14) days prior written notice delivered or deemed received under the terms of this license to re-enter upon the above site and repossess the site terminating the contract;
  - b) To sue for any overdue payments or damages arising out of a breach of this license together with interest, costs of any solicitor and client basis 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, his immediate family, guests, visitors or other attending at the occupant's site 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.
15. 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.
16. This license is personal to the Occupant or immediate family and is not assignable.
17. 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.
18. 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 violation of the said Act and may be prosecuted in accordance with its provisions.
19. The Occupier of a site shall exercise such care as is reasonable in the maintenance of the site during his occupancy to see that persons entering on the site and the property brought on the site by those 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. 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 Occupant's property.
20. 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.
21. 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 member, guests, visitors or other persons attending at the site from time to time.
22. The Occupant further agrees that while his/her trailer and equipment of any nature is on the Owner's premises, he/she will not hire or permit any person or any company, other than the Owner to perform any labor thereon or to make installation of equipment thereof; it being understood that the owner does not permit any competitive labor 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/her 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.
23. 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.
24. This license, including the schedules hereto, shall constitute the entire arrangement between the parties. There is no representation, warranty, condition or collateral agreement affecting this document other than as expressed herein in writing. This license shall be read with all changes of agenda and number required by the text.
25. This form was prepared for the exclusive use by members of The Ontario Private Campground Association and is the subject matter of copyright. Any unauthorized use is prohibited. Any use is at the occupant's risk.

***This Agreement signed the \_\_\_\_\_ day of \_\_\_\_\_, 2023 at Maberly, Ontario shall be binding upon the heirs, executors, administrators and assigns of the parties hereto.***

***OCCUPANT'S SIGNATURE*** \_\_\_\_\_

***CAMPGROUND OWNER'S SIGNATURE*** \_\_\_\_\_