



## LICENSE OF OCCUPATION – LOT + Trailer

### **LICENSE OF OCCUPATION Schedule "A"**

Cedar Springs RV Park Inc. (a wholly owned subsidiary of 1554517 ONTARIO INC.) may henceforth be referred to as the "Owner", "The RV Park" or "Cedar Springs" and the Site Occupant(s) of this contract may be referred to as the "Occupant(s)".

1. It is agreed between the parties that the intended use for the specified site and trailer is for recreational vacation purposes only and as such cannot be used as a permanent home address.
2. It is agreed and understood between the Owner and the Occupant(s) that the word "trailer" as specified in Paragraph 1 shall include 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.
3. This license is for the occupation of the site specified only and the Occupant(s) 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 RV Park.
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. In addition to the specified site, the Occupant(s) 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 Owner for the period of 1 years.
6. In addition to the foregoing, the Occupant(s) 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(s) 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(s).
7. The Occupant(s) hereby acknowledges receipt of and agrees to be bound by the terms and conditions of the rules of The RV Park as presently in existence, being Schedule "B" 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 Occupant(s). Said amendment will allow the Occupant(s) to terminate the license and leave The RV Park with no penalty upon written notice to the Owner within seven (7) days of receipt of such amendment.
8. The Occupant(s) hereby undertakes and agrees that they will inform any family members specified in this license or otherwise, as well as guests, visitors or other persons attending at the Occupant(s) 's site as to The RV Park rules, from time to time. The Occupant(s) is responsible for the observance of The RV Park rules personally or by his eligible family members, guests, visitors or other persons attending at the Occupant(s) site or in The RV Park site 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 RV Park by the Occupant(s), their eligible family members, guests, visitors or other persons attending at The RV Park 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(s) 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 RV Park, and the Owners shall not be liable for any damages thereby occasioned.
11. The Owner assumes no responsibility for any loss through fire, theft, collision or otherwise to trailers, additions, improvements or cars or their contents, regardless of cause. The Occupant(s) agrees that the use of The RV Park or its facilities is solely at the risk of themselves, their family and guests. The Occupant(s), their family and their guests, for themselves, their heirs, executors, administrators, successors and assigns HEREBY RELEASE, WAIVE AND FOREVER DISCHARGE the Owner, their 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 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 RV 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(s) 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 license.
12. The Occupant(s) 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(s), their eligible family members, guests, visitors or others attending at the Occupant(s) 's site with the Occupant(s) 's permission, a breach of this license.

# Cedar Springs RV Park

## LICENSE OF OCCUPATION Schedule "A" continued

13. 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 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, (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(s), their immediate family, guests, visitors or other persons from entering onto The RV Park's property.
14. The Occupant(s) acknowledges and agrees that no sales of trailer shall be advertised or conducted on any site and the Owner strictly reserves the right to act as the exclusive sales of the trailer agent within The RV Park.
15. This license is personal to the Occupant(s) or eligible family members and is not assignable.
16. In the event that this site shall be repossessed under the terms of this license, any goods including any trailer that the Occupant(s) 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 of the land, 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(s) 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.
17. Notice is hereby given that entry to The RV Park 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.
18. 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(s) 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.
19. 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.
20. By his/her signing of this license the Occupant(s) hereby represents and warrants that he/she has the responsibility and/or authority to sign on behalf of family members, guests, visitors or other persons attending at the site from time to time.
21. The Occupant(s) further agrees that while their trailer and equipment of any nature is on the Owner's premises, they will not hire or permit any person or any company, other than the those approved by 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 of the Owner. The foregoing limitation is not intended to prevent the Occupant(s) or their 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. The Occupant(s) can hire an outside contractor to do the work on their lot but such work and contractor must be approved prior to work commences. Once such work is approved the Occupant(s) shall provide the Owner a true copy of Worker's Compensation coverage or liability insurance of the Contractor or self-employed Individual.
22. 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.

The Site Occupant(s) will provide the following documents:

- Copy of Driver's License for both Site Occupant(s)
- Copy of the Trailer / RV Ownership
- A copy of the Tailer / RV Insurance Certificate with a policy endorsement adding 1554517 ONTARIO INC. as an Additional Insured on the Insurance Policy, while the Trailer / RV is on the park property.

# *Cedar Springs RV Park*

## **LICENSE OF OCCUPATION Schedule "A" continued**

The Site Occupant(s) will be responsible for payment of:

- Hydro. Is be metered and billed by the owner (If Occupant(s) exceed their normal allotted usage of 400kWh per month)
- Propane. Is provided by Bryan's Fuels and will be billed by the Owner for the Occupant(s) propane usage.
- Internet Service when available.

### **Cause for Termination of License of Occupation:**

Examples of activities which may be regarded as constituting a serious breach and/or unreasonable behavior and not capable of remedy:

1. Committing a criminal offence on the RV Park e.g., theft, bringing unlawful drugs or firearms onto the RV Park or committing any assault on another person on the RV Park.
2. Willfully causing damage to any property on the RV Park whether belonging to the Owner, Occupant(s) or any guest of any e.g., RV/trailer/ATV/vehicle/Property.
3. Breaching any obligation under the License of Occupation, or RV Park Rules.
4. Misuse of security passes and Parking Passes
5. Tampering with electrical meters, pool equipment and any other park equipment.
6. Involvement in criminal activity.
7. Habitual disregard of RV Park Rules and Policies.
8. Verbal/physical/sexual/written/spoken/gesture/text/email/social media harassment of Owner, employee, seasonal Occupant(s) or guest at the RV Park..
9. Any ssocial media posts for slanderous, false, and inappropriate comments that negatively reflect on the RV Park, other campers, employees, or management. These types of posts will not be tolerated and will result in the termination of this License with no refund. Complaints or concerns should be brought directly to management for resolution.
10. Interfering with Park Operations, its contractors, employees, or management.
11. Failure to pay the RV Park fees / Fines.

# Cedar Springs RV Park

## LICENSE OF OCCUPATION Schedule "B" (Also Known as The Park Rules)

Welcome to Cedar Springs RV Park Inc. (a wholly owned subsidiary of 1554517 ONTARIO INC.) may henceforth be referred to as ("Cedar Springs" or "The RV Park"). We hope your stay with us will be a pleasurable experience. We operate a clean, quiet, orderly family The RV Park and your adherence to the rules ensures this. The rules are for the benefit of you, your guests and The RV Park. Cedar Springs reserves the right to cancel any contract if any of the stipulations in schedule A or B are breached. A seasonal site is occupied by one family, a maximum of 2 adults, and their unmarried children under 18 living in the same dwelling. The following are the rules for seasonal campers.

1. There are no refunds for any purchased services, rentals or activities unless stated otherwise at time of purchase.
2. If the license of occupation is terminated by Cedar Springs or its managers or agents for a violation of the site contract or otherwise, it is understood by signing this contract that there are no refunds of any monies that have been paid to Cedar Springs.
3. If fees are unpaid the Occupant(s) may not enter onto the Cedar Springs, furthermore hydro, water and sewer services may not be provided.
4. **Guests**
  - a. Can only be present when the adult Occupant(s) listed in this contract are present at The RV Park.
  - b. Fees may apply to anyone not listed in this contract; those people must pay posted fees prior to entering the park.
  - c. Are the Occupant(s) responsibility while on The RV Park property. Their behavior will be reflected upon the Occupant(s) contract.
  - d. Must follow all rules detailed in this contract and all Schedules as well as the guest rules.
  - e. Who do not register prior to entering The RV Park are trespassing and will be charged as such.
5. No individual who is under 18 can be left alone on The RV Park property without the Occupant(s).
6. Entering the park is at your own risk. Use of all facilities including the pools, playgrounds and all other facilities at the park are also to be used solely at your own risk. We assume no responsibility or liability. We assume no responsibility for stolen, lost or damaged property.
7. Insurance must be carried on all personal property while in the park. You are liable if your trailer, vehicle, other property or anyone listed on the contract or visiting as a guest causes damage to the park, its entities or other campers' property or person. Owner can request the appropriate insurance documentation at any time and Occupant(s); their family and guest must provide it upon request.
8. Quiet time is between 11 pm and 8 am the following day. During this time there is no music, loud cars, motorcycles or noise in general permitted. No excessive noise is permitted at any time, including music, pets etc. If your neighbors can hear the noise, it may be deemed as excessive.
9. Trespassing onto adjoining properties or The RV Park maintenance facilities is against the law. Anyone found trespassing may be charged by Cedar Springs.
10. The garbage will be put only in designated places otherwise it will be removed and cost will be paid by the Occupant(s).
11. The Occupant(s) will not object to any future or existing construction or farming operations or expansions of any kind.
12. The Occupant(s) agrees to pay any lot levy, license, or any other charge instituted by the municipality or provincial government etc. resulting from their occupation of the site.
13. Dogs must be leashed and attended to at all times. Only One (1) dog per Lot is permitted. All owners are solely responsible for their pets. Pets' messes must be cleaned up after regardless of whether they are on your site or elsewhere in the park. Aggressive dogs are not permitted on the premises Cedar Springs. The following aggressive dog breeds are not permitted on the premises of Cedar Springs. This includes, but is not limited to, the following breeds: Rottweiler, Pit Bulls, German Shepherds, Siberian Huskies, Bulldogs and Bull Terriers. The park reserves the right to ban an animal from the park.
14. The Occupant(s) must park their vehicles, on their site. If the maximum number of vehicles that can be parked on the site has been reached, they may then use the public or overflow parking located on the north side of the front parking lot. There are no cars permitted to park on any roadways in the park.
15. The Occupant(s) must park and their guests' vehicles in the public or overflow parking located on the north side of the front parking lot. No overnight parking is permitted without the Owners Consent.
16. No Commercial vehicles or any trailers or Boats are to be parked on The RV Park property, except for service vehicles, moving vehicles etc. All non permitted vehicles must be removed and can park and use the public or overflow parking located on the north side of the front parking lot for a limited time only. Any vehicles that do not follow this rule can and may be Ticketed / Fined and or Towed at the Occupant(s) s or guest expense.
17. Motorcycles are allowed in the park only if a specific contract has been signed and all rules are followed. E-bikes are considered motorcycles by the park.

# Cedar Springs RV Park

## LICENSE OF OCCUPATION Schedule "B" (Also Known as The Park Rules) - continued

18. Only authorized vehicles will be on site and all other vehicles will be subjected to guest fee and any parking fee that may be in place.
19. It is against the law and not permitted to consume alcohol anywhere off your site.
20. No outside fridges, sinks, generators or major appliances are permitted outside your unit.
21. No Electric washers and or Dryers are permitted in The RV Park. Any found will result in fines and will be ordered remove.
22. No firearms, pellet guns, air guns or any sort of object that creates a projectile are permitted in the park., while on the property they must be concealed.
23. Wood piles must be kept neat, small, at the rear of the site and in an approved structure.
24. The Occupant(s) agrees to maintain their site, including the grass, gardens, and any other natural features. All personal belongings must be well kept and stored tidily. Trailers must be clean and well maintained.
25. If your site becomes poorly kept, whether the grass gets too long or natural features are not maintained, the park will come onto the site and cut the grass or rectify any shortcomings without notice. The Occupant(s) will be billed accordingly.
26. No digging is permitted, no additional stakes, posts etc. are to be placed in the ground. If services are damaged on the site from such activities the Occupant(s) will be billed for their repair.
27. No cutting of trees, their branches or any sort of tree maintenance or removal is permitted. Fines will be issued if this activity is conducted without permission.
28. All trailers in the park must be kept in good condition and kept clean, and shall be no more than 10 years old. No homemade trailers, buses, construction trailers, landscape trailers etc. will be allowed within the park. All trailers entering or staying within the park must be manufactured for recreational purposes. No exterior alterations may be made, this includes changes in siding, windows, tip-outs etc. The park reserves the right to refuse any trailer from entering. Any Trailer that is in disrepair or does not meet The RV Park Standard can result in their License of Occupation revoked and or cancelled.
29. Any trailer that is not manufactured as a four (4) season trailer is not permitted to be occupied after October and prior to May. The Occupant(s) must provide the certification if asked to verify the trailer is four (4) season certification. The RV Park has the right to deny any trailer it determines not to meet the requirements and will not permit the trailer from being used / occupied after October and prior to May. Any Occupant that breaches this regulation can and shall have their License of Occupation revoked and or cancelled
30. It is the Occupant(s) responsibility to ensure that their propane systems and tanks are properly maintained to government specified codes and regulations. All Occupant(s) must operate, store and use propane in a safe manner.
31. Only one main camping unit is allowed per site. This includes but is not limited to park model trailers, travel trailers, fifth wheel trailers.
32. No structures are permitted other than the main camping unit, a deck, a gazebo with either no sides or soft ones, a single shed and a small barbecue cover that must be manufactured and made of metal or Plastic. Any and all Structures must have approval from the park prior to being built. A detailed request must be emailed to: [manager@cederspringsrvpark.ca](mailto:manager@cederspringsrvpark.ca). This includes decks, gazebo's, sheds and any other requests.
33. Decks must not be more than: **Single door Trailers 8 feet by 16 feet and double door trailers 8 feet by 24 feet. Gazebos must not be more than 10 feet by 12 feet.**
34. Sheds must be Prefabricated kits Plastic or Metal / Aluminum. No self-built wood sheds are allowed. **Sheds shall not be more than 10 feet x 10 feet.**
35. The only fences allowed in the park are cedar rail fences, which must be built by the park and are erected solely at The RV Park's discretion. There is no lattice permitted within the park, the only exception would be for skirting a trailer.
36. Do not relocate fireplaces. If there is an issue with its location please contact the Owner.
37. Ashes from fireplaces are to be disposed of by the Occupant(s) in the appropriate area by the phase 2 dumpsters.
38. No TV towers, antennas etc. are allowed within the park. Satellite dishes must be attached to the trailer and may not protrude more than 24" from the main unit. No dishes over 24" are permitted.
39. All children riding bicycles must wear appropriate safety gear. Children driving any form of motorized vehicle including small jeeps etc. must be accompanied by an adult at arm's length whenever off the Occupant(s) 's site.
40. Any outside contractors doing work on your personal property or The RV Park's property must provide the Owner with proof of liability insurance and workers compensation coverage before entering onto park property.

# Cedar Springs RV Park

## LICENSE OF OCCUPATION Schedule "B" (Also Known as The Park Rules) – continued

41. There is not a warning system in The RV Park. If any of schedule A or B are breached Cedar Springs reserves the right to terminate the contract and demand the Occupant(s) to vacate the property immediately.
42. All rules of the Highway Traffic Act RSO 1990 c. H 8 apply within The RV Park.
43. Any personal property left behind on a site once it has been vacated are hereby deemed to be abandoned and transferred to Cedar Springs.
44. The RV Park reserves the right to terminate any contract and have the Occupant(s) vacate the property immediately.

The Site Occupant(s) will provide the following documents:

- Copy of Driver's License for both Site Occupant(s)
- Copy of the Trailer / RV Ownership
- A copy of the Tailer / RV Insurance Certificate with a policy endorsement adding **1554517 ONTARIO INC.** as an Additional Insured on the Insurance Policy, while the Trailer / RV is on the park property.

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- Hydro. Is be metered and billed by the owner (If Occupant(s) exceed their normal allotted usage of 400kWh per month)
- Propane. Is provided by Bryan's Fuels and will be billed by the Owner for the Occupant(s) propane usage.
- Internet Service when available.

### Contact information for Park:

Cedar Springs RV Park Inc. (a wholly owned subsidiary of 1554517 ONTARIO INC.) address is: **634041 Highway 10, Mono, Ontario L9W 5P4.**

The RV Park Phone number is **(226) 917-5487**. All Service and Maintenance requests are to be emailed to The RV Park's Maintenance and Service email: [service@cedarspringsrvpark.ca](mailto:service@cedarspringsrvpark.ca). All issues other than service or maintenance issues are to be emailed to the site manager email: [manager@cedarspringsrvpark.ca](mailto:manager@cedarspringsrvpark.ca). Any accounting issues or questions are to be sent to email: [accounting@cedarspringsrvpark.ca](mailto:accounting@cedarspringsrvpark.ca).

### Cause for Termination of License of Occupation:

Examples of activities which may be regarded as constituting a serious breach and / or unreasonable behavior and not capable of remedy:

1. Committing a criminal offence on the RV Park e.g., theft, bringing unlawful drugs or firearms onto The RV Park or committing any assault on another person on the RV Park
2. Willfully causing damage to any property on The RV Park whether belonging to the Owner, Occupant(s) or any guest of any e.g., RV/trailer/vehicle/Property
3. Breaching any obligation under the License of Occupation, or The RV Park's Rules
4. Misuse of security passes and Parking Passes
5. Tampering with electrical meters, pool equipment and any other park equipment.
6. Involvement in criminal activity
7. Habitual disregard of The RV Park's Rules and Policies
8. Verbal/physical/sexual/written/spoken/gesture/text/email/social media harassment of Owner, employee, seasonal Occupant(s) or guest at The RV Park.
9. Any social media posts for slanderous, false, and inappropriate comments that negatively reflect on The RV Park, other campers, employees, or management. These types of posts will not be tolerated and will result in the termination of this License with no refund. Complaints or concerns should be brought directly to management for resolution.
10. Interfering with The RV Park's Operations, its contractors, employees, or management
11. Failure to pay The RV Park's fees / Fines.