

Rondeau Shores Trailer Park

License of Occupation

BETWEEN: **Rondeau Shores Trailer Park (2013) Ltd. (Owner) And**

Name: 1st _____ 2nd _____

Email: _____ 2nd _____

Phone: H _____ Cell: _____ 2nd _____ Cell _____

Driver's Licence # _____ 2nd _____

Permanent Home Address: _____

City: _____ Province _____ Postal Code: _____

Vehicle 1: Make/Model: _____ Plate #: _____

Vehicle 2: Make/ Model: _____ Plate #: _____

The Owner has agreed to licence the occupant(s) to use site # _____, plus storage of the trailer during the off-season, plus the added services specified at a cost of \$ _____ plus HST.

Extra items: 2nd Fridge Yes___ No___; Electric Water Heater Yes___ No___; Air Conditioner Yes___ No___; Electric Heater Yes___ No___

Trailer Type: _____ Trailer Make: _____ Year: _____ Length _____

Add-a-Room: Yes___ No___ (No Hard Top); Shed: Yes___ No___ (No Aluminium or Wood) Size Max. 8'by 8'

Deck: Yes___ No___; Size _____; Golf Cart: Yes___ No___

Proof of Insurance attached for Trailer: Yes___ No___; Trailer Assessed: Yes___ No___ (If 14+ years)

Comments: _____

Pets: Yes___ No___; Number _____ What kind _____ Tag# _____ Rabies Shot: Yes___ No___

Emergency Contact: Name _____ Phone _____

Address _____

This licence is personal to the above-named occupants and these eligible members listed below:

Name	Relationship to Occupant	Date of Birth

The Occupants and eligible family members agree to abide by the Park Rules attached hereto as "Schedule A".

- a) A one-year license commencing on the 15th day of October 2023 and expiring on the 15th day of October 2024.
- b) The Park is open for seasonal recreational use by the Occupants and their eligible family members with services specified for a season commencing from the park opening date, May 15th (weather permitting) until October 15th in any year.
- c) The Park is closed with no overnight access over the winter season from October 16th until the park re-opens, May 15th (weather permitting). During this time all services will be turned off and the gate to the park will be secured and locked.
- d) Visitors are not permitted to be on-site without seasonal lot owners or permitted yearly-pass campers.
- e) Winter storage fee of \$800.00 will be included for the following seasonal campers.

The licensing of the above site by the owner to the Occupants shall be in consideration for and subject to the following terms and conditions:

1. It is agreed between the parties that the intended use for the specified site is for recreational vacation purposes in a trailer park. The trailer park is designed for seasonal or temporary use only and as such cannot be used as a permanent home address.
2. It is agreed and understood between the parties that the actual use that is made of the site is to be for seasonal or 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 Occupant(s), the Occupant(s) shall maintain a permanent residential premise elsewhere than at the Park, that the Occupant(s) have unlimited access to.
3. It is agreed and understood between the Owner and the Occupant(s) that the word "trailer" as set out in paragraph 1 above, shall include recreational vehicles and trailers (No park models) It is further agreed and acknowledged that the trailer and all structures on the site are not permanent structures; that the trailer is living accommodation intended to be occupied for the seasonal period in a trailer park; and the trailer is designed to be made mobile and is not being used as a permanent residence.
4. It is agreed and understood that other visiting family members and friends will be additional charged. The cost will be **\$10.00 per person for an overnight visit and \$5.00 per day visit.**
5. This license is for the occupation of the site specified only the Occupant(s) acknowledged 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 trailer park.
6. All charges for the deposit, storage, rent, services, etc. are due and payable when invoiced. Any overdue charges or other payments required to be paid to the Owner shall be subject to interest charges. Interest will be charged at 5% on the first day of every month and all overdue balances including accrued interest. For dishonored cheques (NSF, etc.) a fee of \$25 plus HST applies. Camping units on park property are not to be removed by the Occupant(s) or their agents unless and until all outstanding fees and charges are paid in full. There shall be no adjustment in fees because of temporary interruptions in services provided.
7. All deposits are non-refundable unless noted otherwise 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 in the agreement.
8. 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 from year to year save and except any adjustment in the fees charged, unless terminated by either party, in writing on September 15th of each calendar year.
9. In addition to the foregoing, the occupant(s) shall pay 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). Amounts payable by the Occupant(s) may be determined by the Owner pro-rata assessment based on the total number of sites in the trailer park or on-site-specified improvements upon receipt of any notice to demand payment received by the owner and conveyed to the Occupant(s). to the Occupant(s).
10. The Occupant(s) hereby acknowledge receipt of and agree to be bound by the terms and conditions of the Park Rules as presently in existence, being **Schedule A** or as may e 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 amendments will allow the Occupant(s) to terminate the license and leave the trailer park with no penalty upon written notice to the Owner within seven (7) days of receipt of such amendments.
11. The Occupant(s) hereby undertakes and agrees that he 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 park rules from time t time. The occupant(s) is responsible for the observance of the Park rules personally or by his eligible family members, guests, visitors, or other persons attending at the Occupant(s) site or in the trailer park with the Occupant(s) permission or knowledge.
12. Any failure to remit any payments required under the terms of the agreement and any breach of any of the Park rules by the Occupant(s), his eligible family members, guest, visitors, or other persons attending at the Occupant(s) site, shall be deemed to be a breach of this license may be terminated at the option of the Owner.

13. The Occupant(s) hereby authorizes and directs the Owner, upon the 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 trailer park, and the owners shall not be liable for any damages thereby occasioned.
14. The Owner assumes no responsibility for, nor shall it be named liable for any loss through fire, theft, or Park closures due to circumstances beyond the 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 the Park or its facilities is solely at the risk of himself, and his family 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 actions, 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 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(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), his eligible family members, guests, visitors or other attending at the Occupant(s) site with the Occupant(s) permission, a breach of this license.
16. The address for notification under the term of this license, or otherwise, shall be at the permanent home address 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.
17. In the event of any default of any terms and conditions, 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 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, (**as defined under paragraph 6**), legal costs together with any other costs of any nature or kind which may be incurred in repossessing the site and collecting overdue payments and damages.
 - c) To take action, including bringing or defending an application or action filled 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 Licence 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(s), his eligible family members, guests, visitors, or other persons attending the Occupant(s) sites 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 trailer park.
18. The occupant(s) acknowledges and agrees that no sales shall be advertised or conducted on any site and 5 the Owner strictly reserves the right to act as the exclusive sales agent within the trailer park.
19. This license is personal to the Occupant(s) and the eligible family members and is not assignable or transferable.
20. 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 denied 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(s) will be responsible for any storage costs and moving costs incurred, together with any outstanding rent or charges or any monies due under the 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 trailer park is permitted only for activities conducted in accordance with this license and the Park Rules and Regulations as they exist from time to time and all other activities are prohibited in accordance with the provision of the trespass to Property Act. R.S.O., 1990c. 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 Occupants of a site shall exercise such care as is reasonable in the maintenance of the site during this occupancy to see that person entering this 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 Occupants to do so. No add-ons, additions, or site improvements shall be incorporated without the 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.

23. 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 the license other than those specifically waived and in no event shall any waiver be deemed to be a continuing waiver.
24. By his/her signing of this license the occupants hereby represent and warrant 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.
25. The occupants further agree that while their trailer and equipment of any nature are on the owner's premises, they will not hire or permit any person or any company, without adequate liability insurance to perform any labor, it is understood that the owner does not permit any labor or service to be performed on its premises without its express written authorization. The foregoing limitation is not intended to prevent the occupants 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.
26. The occupants acknowledge and agree that no business or sales of any kind shall be advertised or conducted on the trailer park property without approval from the owner in writing.
27. This license including Schedule A hereto, shall constitute the entire arrangement between the parties. There is no representation, warranty, condition, or collateral affecting this document other than as expressed herein in writing. This license shall be read with all changes of gender and number required by the text.
28. In the event that this agreement shall be terminated for any reason, the seasonal rent for the current month and the next three months determined on proportionated basis shall be immediately due and payable without any notice whatsoever.
29. The occupants hereby warrant that they are the legal owner of the trailer and property located on the site.
30. I, the named occupant(s) for the specified site acknowledge providing the personal information pursuant to this contract and confirm the accuracy of the same. I, the named occupant consent to the disclosure of this personal information for the use of the owner as required from time to time to administer and enforce this agreement between the parties to this contract.

This agreement signed the _____ day of _____, 2023, at Rondeau Shores Trailer Park in Morpeth, Ontario shall be binding upon the heirs, executors, administrators and assigns of the parties hereto.

Signature of Occupant

Name

Signature of Occupant

Name

Signature of Owner / Manager

Name

Rondeau Shores Trailer Park

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