

Licence of Occupation

OPCA

Notice

This draft document is provided to you for guidance. Only with legal advice from your lawyer can you be certain it, in part or in total, will satisfy your requirements.

Each paragraph is intended to interrelate and deal with one or more possible problems. The wording has been adopted to attempt to dispel any thought that the occupancy of a site is governed by the provisions of The Residential Tenancies Act. You should not delete one or more paragraphs unless you receive professional advice.

If your lawyer should wish to discuss the purpose of any particular paragraph, please give Leigh Fishleigh a call.

Your comments or those of your lawyer would be appreciated.

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LICENCE OF OCCUPATION

BETWEEN

Rice Lake Family Campground Ltd.

Louise Forget

(Complete Legal Name)

OWNER/OPERATOR (LAND OWNER)

- AND -

Name: _____ OCCUPANT (SITE USER)

Permanent Home & Mailing Address: _____

City/Town: _____ Province: _____ Postal Code: _____

Tel. Res.: _____ Tel. Bus.: _____

Driver's Licence #: _____

Address on Driver's Licence same as Permanent Home Address? Yes ___ No ___

E-mail Address: _____

Vehicle Information: Model: _____ Model: _____
Color: _____ Color: _____
Plate #: _____ Plate #: _____

Trailer Information: Make and Model: _____ Year: _____

The Owner agrees to license the Occupant to use the following site with the services specified for the _____ season.

Site Location/No. _____

	Seasonal Rate	HST(13%)	Total Due
Site Type: <u>Unserviced</u> :			
Regular _____			
<u>Serviced</u>			
Electrical – 15A _____			
30A _____			
Water _____			
Septic _____			

This licence is personal to the above named Occupant and these eligible family members listed below:

Name: _____ Relationship to Occupant: _____

Emergency Contact Name and Number: _____

The Occupant agrees to abide by the campground rules attached hereto as "Schedule A" and the eligible family members and registered guests also agree to abide by the campground rules. The Occupant and eligible family members and registered guests agree to abide by the terms of the within contract, specifically but not limited to Sections 1 through 4.

LICENCE OF OCCUPATION - continued

1. It is agreed between the parties that the intended use for the specified site is for recreational vacation purposes in a campground or trailer park. The campground or 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. As well during any use of the specified site by the Occupants, the Occupants shall maintain another permanent residential premise elsewhere than at the Park, that the Occupants have unlimited access to.
3. It is agreed and understood between the Owner and the Occupant that the word "trailer" as set out in paragraph 1 above, 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.
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 shall include periodical or recurrent use pertaining to the seasons of the year. But shall not include accommodation that is occupied for 12 months in any given year.
5. This licence is for the occupation of the site specified 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 specified site, the Occupant shall have the use in common with others so entitled to all common areas provided without additional charge. This licence 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.
9. In addition to the foregoing, the Occupant shall pay in addition any taxes, assessments, levies, or licence 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 licence, 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 licence and leave the campground with no penalty upon written notice to the licensor within seven (7) days of receipt of such amendment.
11. The Occupant hereby undertakes and agrees that he will inform any family members specified in this licence 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 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.
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 immediate family members, guests, visitors or other persons attending at the Occupant's site, shall be deemed to be a breach of this licence and this licence may be immediately terminated at the option of the Owner.
13. The Occupant hereby authorizes and directs the Owner, upon termination of this licence 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 Owners shall not be liable for any damages thereby occasioned.

LICENCE OF OCCUPATION - continued

14. 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 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 above mentioned 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 licence.
15. 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, guests, visitors or others attending at the Occupant's site with the Occupant's permission, a breach of this licence.
16. The address for notification under the term of this licence, 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 licence shall be deemed to have been received five working days after it was posted.
17. 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 licence to reenter 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 licence 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, his immediate family, guests, visitors or other persons attending at 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 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 or as per campground rules and regulations.
19. This licence is personal to the Occupant or immediate family and is not assignable.
20. In the event that this site shall be repossessed under the terms of this licence, 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 licence 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.

