

LICENSE OF OCCUPATION

Between: Maple valley Club Ltd

-AND-

Name: _____ (Member #1)

Name: _____ (Member #2)

Site #: _____ Arrival Date: _____

The Club has agreed to license the Member to use site # _____, plus storage of the trailer during the off-season.

Member #1

Date of Birth: _____

Drivers License#: _____

Home Phone#: _____

Cell Phone#: _____

Email Address: _____

Home Address: _____

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

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

Membership #: _____

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

Membership #: _____

Other Occupant (if applicable)

Date of Birth: _____

Drivers License#: _____

Home Phone#: _____

Cell Phone#: _____

Email Address: _____

Home Address: _____

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

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

Membership #: _____

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

Membership #: _____

Emergency Contact:

Name: _____ Relationship: _____

Phone Number: _____

Address: _____

This license is personal to the above named Member(s) and those eligible family members listed below (max of 2 adults, and up to 4 children per license including Member(s):

Name: _____ Relationship to Member(s) _____

Date of Birth: _____

Name: _____ Relationship to Member(s) _____

Date of Birth: _____

Name: _____ Relationship to Member(s) _____

Date of Birth: _____

Name: _____ Relationship to Member(s) _____

Date of Birth: _____

Name: _____ Relationship to Member(s) _____
Date of Birth: _____

The Member(s) and eligible family members agree to abide by the Club Rules

The licensing of the above site by the Maple Valley Club to the Member(s) shall be in consideration for and subject to the following terms and conditions:

a. A one year membership commencing on the 1st day of January 2018, and expiring on the 31 day of December 2018.

b. The park is open for seasonal recreational use by the Member(s) and eligible family.

1. The Member(s) must

i. Maintain a policy of insurance on the trailer/park model cabin against fire and storm damage at all times, and arrange third party liability insurance with a minimum cover of \$1,000,000 with a reputable insurance company; and

ii. Maintain the trailer/park model cabin in good condition and provide it with a fire extinguisher of an approved type. Proof of insurance must be provided annually to the office and Maple Valley Club Ltd must be shown as a named insured for notice purposed only.

2. It is agreed between the parties that the intended use for the specified site is for recreational vacation purposes in a park or trailer park. The park or trailer park is designed for seasonal or temporary use only and as such cannot be used as a permanent home address.

3. The license is for the occupation of the site specified only. The Member(s) acknowledges that he 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 use of the site and park.

4. All charges 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 1.25% on the first day of every month on all overdue balances including accrued interest. For dishonoured cheques (NSF, etc.) a fee of \$50 applies. Camping units on park property are not to be removed by the Member(s) or their agent unless and until all outstanding fees and charges are paid in full. There shall be no adjustment in fees because of temporary interruptions on services provided.

5. All payments are non-refundable unless noted otherwise and are held against the final balance owing in any

year. The payments are forfeited as liquidated damages and not as a penalty upon breach of any term of this agreement.

6. In addition to the foregoing, the Member(s) shall have the use in common with others so entitled to all common areas provided without additional charge. The license shall be automatically renewed solely at the discretion of the Club from year to year save and except any adjustment in the fees charged, unless terminated by either party, in writing, on or before September 30th of each calendar year.

7. In addition to the foregoing, the Member(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 Member(s). Amounts payable by the Member(s) may be determined by the Club on the basis of the Seasonal Member(s) pro-rata assessment based on the total number of sites the Park or on site-specific improvements, as the Maple Valley Club in its sole discretion, determines which additional charges shall be payable immediately upon receipt of any notice for payment received by the Maple Valley Club and conveyed to the Member(s).

8. Member(s) hereby acknowledges receipt of and agrees to be bound by the terms and conditions of the Park Rules as presently in existence 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 Member(s). Said amendments will allow the Member(s) to terminate the license and leave the Park with no penalty upon written notice to the Maple Valley Club within (7) days of receipt of such amendments.

9. The Member(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 the Member(s) site as to the Park Rules, from time to time. The Member(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 Member(s)' site or in the Park with the Member(s)' permission or knowledge.

10. Any failure to remit any payments required under the terms of this agreement and any breach of any Park Rules by the Member(s), his eligible family members, guests, visitors or other persons attending at the Member(s)' site, shall be deemed to be breach of this license and this license may be terminated at the option of the Owner.

11. The Member(s) hereby authorize and directs the Maple Valley Club, upon termination of this license for any reason, to act as the Member(s)' agent for the securing and/or removal of any of the Seasonal Occupant(s) property from the above site, or elsewhere in the Park, and the Maple Valley Club shall not be liable for any damages thereby occasioned.

12. The Maple Valley Club assumes no responsibility for any loss through fire, theft, collision or otherwise to trailers, additions, improvements or vehicles or their contents, regardless of cause. The Member(s) agrees that the use of the Park or its facilities is solely at the risk of himself, his/her family and guests. Executers, administrators, successors and assigns HEREBY RELEASE, WAIVE AND FOREVER DISCHARGE the Owner, his/her employees, his/her 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/herself, his/her 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 Member(s) 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 this license.

13. The Member(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 Member(s), his/her eligible family members, guests, visitors or others attending at the Member(s)' site with the Member(s)' permission, a breach of this license.

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 (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 agreement.
- 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 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 Member(s), his/her eligible family members, guests, visitors or other persons attending at the Member(s) site with the Member(s) permission from:
i) Staying past 8:00 pm on any night of the aforementioned (14) days;
ii) Attending or participating in any common activities as may be held in the Park.

15. The Member(s) acknowledges and agrees that no sales shall be advertised or conducted on any site and the Maple Valley Club strictly reserves the right to act as the exclusive sales agent within the Park.

16. This license is personal to the Member(s) and eligible family members and is not assignable or transferable.

17. In the event that this site shall be repossessed under the terms and conditions of this license, any goods including any trailer that the Member(s) has left on the site shall be deemed to be an article 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 stored under the Act, to whatever location the Owner deems appropriate and the Owner is such removal and storage will not be responsible for any loss or damage to such goods. The Member(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.

18. Notice is hereby given that entry to the Park is permitted only for activities conducted in accordance with this license and the Club Rules and regulations as they exist from time to time and all other activities are prohibited in accordance with the provisions of the 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.

19. The Member(s) of a site shall exercise such care as is reasonable in the maintenance of the site during his/her 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 Member(s) to do so. No add-ons, additions or site improvements shall be incorporated without prior written approval of the Owner (Head Office). 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 Member(s) property.

20. By signing of this license the Member(s) hereby represents and warrants that they have 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 Member(s) further agrees that while his/trailer and equipment of any nature is on the Owner's premises, he/she will not hire or permit any person or any company, without adequate liability insurance to perform any labour; it being understood that the Owner does not permit any labour or services to be performed on its premises without its express written authorization. The foregoing limitation is not intended to prevent the Member(s) 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.

22. The Member(s) acknowledges and agrees that no business or sales of any kind shall be advertised or conducted on the Maple Valley Club property without approval from the Owner in writing.

23. The 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. The license shall be read with all changes of gender and number required by text.

24. The Member(s) hereby warrants that they are the legal owner of the trailer and property located on the site.

I, _____ the named Member(s) for the specified site acknowledge providing the personal information pursuant to this contract and confirm the accuracy of the same. I, _____ the named Member(s) 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 _____ at _____ shall be binding upon the heirs, executors, administrators and assigns of the parties hereto.

Signature of Maple Valley Club (Manager) _____ Signature of Member #1 _____
Signature of Owner (Park Manager) _____ Signature of Member #2 _____