

# BLUE SKY RV RESORTS 2024 LICENSE OF OCCUPATION

**BETWEEN:** 2256303 Ontario Ltd. operating as Blue Sky RV Resorts

(Hereinafter referred to as the "OWNER")

- AND -

Name: \_\_\_\_\_ Date of Birth: \_\_\_\_\_  
(Seasonal Occupant #1)

Name: \_\_\_\_\_ Date of Birth: \_\_\_\_\_  
(Seasonal Occupant #2)

Site # \_\_\_\_\_ Arrival Date: \_\_\_\_\_

The Owner has agreed to license the Seasonal Occupant(s) to use **Site # \_\_\_\_\_**, (the "Site") at Blue Sky RV Resorts, 682533 County Rd 21, Melancthon, Ontario (the "Resort"), plus the additional services specified by an "x"

Water Service  Septic Hook-up  Winter Storage (Oct 11, 2023 - May 9th, 2024)

**The Annual Site Fees for use of the Site is \$ \_\_\_\_\_ (+HST) plus the following fees:**

Site Setup/Switch Fee: \$300 \_\_\_\_\_  ATV/Extra Vehicle Fee: \_\_\_\_\_

**Total Fees = Site Fees + Additional Fees = \$ \_\_\_\_\_ plus HST (13%) = \$ \_\_\_\_\_ \*\***

**\*\*Electricity Charges are not included in site fees:** The Seasonal Occupant agrees to pay all charges in respect of Electricity used at the site. A deposit of \$200 is required. Electricity is billed in July and October

**\*\*Security Deposit of \$20 for each gate pass not included in site fees**

**\*\*Termination of License of Occupation will occur should payment not be made in full by due dates.**

**Permanent Home Address:** \_\_\_\_\_

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

Cell Phone #1: \_\_\_\_\_ Cell Phone #2: \_\_\_\_\_

E-mail Address #1: \_\_\_\_\_ Email Address #2: \_\_\_\_\_

**Trailer and Vehicle Info:**  Same as previous Year

Make and Model of Trailer: \_\_\_\_\_ Year of Trailer: \_\_\_\_\_

Trailer Licence Plate #: \_\_\_\_\_ Trailer VIN#: \_\_\_\_\_

Vehicle (1) Make/Model/Colour \_\_\_\_\_ Plate#: \_\_\_\_\_

Vehicle (2) Make/Model/Colour \_\_\_\_\_ Plate#: \_\_\_\_\_

Proof of Insurance attached for: RV/Trailer  Proof of Insurance attached for: ATV

This license is personal to the named Seasonal Occupant(s) and those eligible family listed below ( 4 dependent children living at home under 25 **or** 3 grandchildren under age 19).

Name: (Dependant Children at home under 25yrs/Grandchildren under 19 yrs) Date of Birth:

1. \_\_\_\_\_  
2. \_\_\_\_\_  
3. \_\_\_\_\_  
4. \_\_\_\_\_

Initials Seasonal Occupant 1

Initials Seasonal Occupant 2

Initials Owner

The Seasonal Occupant(s) and eligible family members and visitors agree to abide by the License of Occupation and attached hereto the Resort Rules "Schedule A", current version of the Resort Rules is available at <https://blueskyrvresorts.com/resort-rules/> as updated from time to time.

The licensing of the RV Site by the Owner to the Seasonal Occupant(s) shall be in consideration for and subject to the following terms and conditions:

- a) A licence commencing on the \_\_\_\_\_ day of \_\_\_\_\_ 2024 and expiring on the 30th day of September 2024. It is expressly acknowledged that there is no representation or assurance by the Owner to the Seasonal Occupant that this license will be renewed annually and absent any written agreement of renewal of this license for any period, the Seasonal Occupant shall vacate the site at the end of the term.
- b) The Resort is open for temporary use by the Seasonal Occupant(s) and their eligible family members with the services specified for a season commencing from the resort opening date of May 10th until October 10th in any given year. The seasonal occupant(s) can stay overnight at the resort for a maximum 21 days within any calendar month during the season.
- c) The Resort is closed with no overnight access over the winter season from October 11th to May 9<sup>th</sup>. During the winter period, water, electricity and sewer services to the trailers will be shut off and the road access gates will be secured and locked. Only pre-authorized, limited access to the Site will be permitted to the Seasonal occupant, for the sole purpose of checking the physical condition of the RV/trailer, between 9am and 5pm. No overnight stays beyond the evening of October 9th, or before the evening of May 10.
- d) Seasonal site fees include 2 adults, 4 dependent children under age 25 living at home, 1 RV/travel trailer, 2 vehicles, 2 dogs.

I, the named Seasonal Occupant(s) herein acknowledge that providing a copy of my drivers' license is voluntary and that this information will be retained to demonstrate my permanent residency. I understand that this information will be retained and that I have been given the option of redacting any information in the photocopy I do not consent to disclosing. I consent to disclosing the information on the photocopy of my drivers' license that I have not chosen to redact.

I, the named Seasonal Occupant(s) herein acknowledge that this contract is governed by the laws of the Province of Ontario. I further understand that the Ontario Courts are the Court of exclusive jurisdiction in the event of any Court action between the parties.

I, the named Seasonal Occupant(s) for the specified site acknowledge providing the personal information pursuant to this license agreement and confirm the accuracy of the same. I, the named Seasonal Occupant(s) consent to the disclosure of this personal information for the use by the Owner as required from time to time to administer and enforce this agreement between the parties to this License of Occupation. By signing the License of Occupation, I the Seasonal Occupant(s), have thoroughly read and will abide by the License of Occupation, Resort Rules "Schedule A". I understand the Owner reserves the right to terminate the License of Occupation should the Seasonal Occupant(s), his/her eligible family members, guests and visitors breach the License of Occupation and/or the Resort Rules "Schedule A".

This Agreement signed the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_, at Melancthon, Ontario shall be binding upon the heirs, executors, administrators and permitted assigns of the parties hereto.

I, \_\_\_\_\_ (the Seasonal Occupant #1), agree to the License of Occupation, Resort Rules "Schedule A" and understand that I can only occupy my RV/trailer at the Resort for temporary periods of time over the days of May 10th until October 10th in any given year.

\_\_\_\_\_  
Seasonal Occupant #1 / Signature of Owner, Stephanie Grylls, Agent of Blue Sky RV Resorts

I, \_\_\_\_\_ (the Seasonal Occupant #2), agree to the License of Occupation, Resort Rules "Schedule A" and understand that I can only occupy my RV/trailer at the Resort for temporary periods of time over the days of May 10th until October 10th in any given year.

\_\_\_\_\_  
Seasonal Occupant #2 / Signature of Owner, Stephanie Grylls, Agent of Blue Sky RV Resorts

Pursuant to Ontario's *Electronic Commerce Act, 2000*, this License may be executed electronically and in several counterparts via facsimile or electronic signature or original signature, each of which so executed shall be deemed to be an original, and such counterparts together shall constitute but one and the same document.

- 1) The Seasonal Occupant(s) must:
  - a) Maintain a policy of insurance on the RV/Trailer against fire and storm damage at all times, and arrange third party liability insurance with a minimum coverage of \$2,000,000; Proof of insurance must be provided annually to the Office; Resort must be named on Insurance policy; and
  - b) Maintain the RV/Trailer in good condition in accordance with Blue Sky RV Resorts Site Standards and provide it with a fire extinguisher, Carbon Monoxide/Smoke detector of an approved type; and
  - c) Provide a copy of a valid insurance certificate for ATVs, RV/trailer and Utility Trailers
  - d) Provide a signed copy of the license of occupation.

Initials Seasonal Occupant 1  Initials Seasonal Occupant 2  Initials Owner

- 2) Camping is an outdoor recreational activity. The participants known as campers leave their permanent residence and enjoy amenities and natural features of the outdoors. A campground is a designated area where camping takes place.
- 3) It is agreed by the parties that the intended use for the Site is for seasonal recreational vacation purposes in a Resort, campground or trailer park. The Resort, campground or trailer park is designed and intended for seasonal or temporary use only and as such the trailer on site cannot be used as a permanent or principal residential or home address.
- 4) It is agreed by the parties that the actual use of the Site shall be for seasonal, recreational purposes for temporary periods of time only and as further restricted by periods of Resort Closure. As well, during any use of the specified site by the Seasonal Occupants, the Seasonal Occupants shall maintain a permanent residential premises elsewhere than at the Resort, that the Seasonal Occupants have unlimited access to and it is acknowledged by the Seasonal Occupant that zoning for the Resort prohibits residential uses of Sites in the Resort.
- 5) It is agreed by the parties that the Seasonal Occupants can occupy the trailer on site for a maximum of 21 days in any calendar month, within the Resort camping season of May 10<sup>th</sup> to October 10<sup>th</sup>.
- 6) It is agreed and understood between the Owner and the Seasonal Occupants that the word "trailer" as set out in paragraph 1 above, shall include Recreational Vehicles and 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
- 7) This license is for the occupation of the Site specified only. The Seasonal 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/her use of the Site and the Resort.
- 8) All charges are due and payable when invoiced, unless otherwise stated. Any overdue charges or other payments required to be paid to the Owner shall be subject to interest charges. Interest will be charge at 2% on the first day of every month on all overdue balances including accrued interest. For dishonoured cheques, a \$50 fee applies. RVs/Trailers on Resort property are not to be removed by the Occupant(s) or their agent unless and until all outstanding fees and charges are paid in full.
- 9) There shall be no adjustment in fees because of temporary interruptions on services provided, or for closures imposed by the Federal or Provincial Governments, Public Health or regulatory bodies, or due to circumstances beyond the control of the Owner including, flooding, pandemic, forest fires, sewer, electricity or water systems failures including an "act of god".
- 10) 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.
- 11) In addition to the Site, the Seasonal Occupant shall have the use in common with others so entitled to all common areas provided without additional charge.
- 12) This License may be 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 or before September 30<sup>th</sup> of each calendar year.
- 13) In addition to the foregoing, the Seasonal 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 Seasonal 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 Seasonal Occupant.
- 14) Any failure to remit payments required under the terms of this agreement and any breach of the Resort Rules by the Seasonal Occupant(s), his/her eligible family members, guests, visitors or other persons attending at the Seasonal Occupant(s) site, shall be deemed to be in breach of this license and this license may be terminated at the option of the Owner.
- 15) The Owner reserves the right to deny access to the resort, if the deposit or any other invoiced fees are not paid in full by due dates. Deposit of \$1200 is due September 1<sup>st</sup> of each year. All deposits are non-refundable. Remaining Seasonal fees are due May 1<sup>st</sup> of each year. Such defaults of payment will result in termination of License.
- 16) The Seasonal Occupant shall not cultivate, produce or distribute cannabis anywhere on Resort property, the Site or in the Seasonal Occupant's Trailer/RV.
- 17) The Smoking or vaping of Cannabis is not permitted on Resort Property.
- 18) Lawful consumption of alcohol is permitted on the Seasonal Occupant's site only, and is prohibited in all common areas of the Resort; however, in the event that consumption on the Site is the subject of valid nuisance complaints by other Occupants and their visitors, as determined solely by the Owner, then the Owner may further restrict such on Site consumption as deemed by the Owner to be appropriate.
- 19) The Seasonal Occupant(s) hereby acknowledges receipt of and agrees to be bound by the terms and conditions of the Resort Rules as presently in existence, being Schedule "A" hereto, and available at <https://blueskyrvresorts.com/resort-rules/> as updated from time to time.
- 20) The Seasonal Occupant(s) 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 Seasonal Occupant(s) Site as to the Resort Rules "Schedule A". The Seasonal Occupant(s) is responsible for the observance of the Resort Rules personally or by his/her eligible family members, guests, visitors or other persons attending at the Seasonal Occupant(s) site or in the Resort with the Seasonal Occupant(s) permission or knowledge.
- 21) Amendments to this license, at the sole discretion of the Owner, may be instituted with written notice to the licensee. If the Seasonal Occupant objects to the amendment to the Resort rules, the Seasonal Occupant may, upon written notice to the Owner within seven (7) days of receipt of such amendment, terminate the license and leave the Resort within 14 days of delivery of written notice to the Owner. The RV/Trailer will be removed from the site and delivered to the exit gate at a charge of \$150 (taxes included). Any site accessories such as decks or sheds are the responsibility of the Seasonal Occupant to remove.

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Initials Seasonal Occupant 2

Initials Owner

- 22) The Seasonal Occupant hereby authorizes and directs the Owner, upon termination of this license for any reason, to act as the Seasonal Occupant(s) agent for the securing and/or removal of any of the Seasonal Occupant's property from the above Site, or elsewhere in the Resort, and the Owner shall not be liable for any damages thereby occasioned.
- 23) The Owner assumes no responsibility, nor shall it be named as liable for any loss through fire, theft, Resort closures due to circumstances beyond control of the Owner including an "act of God", flooding, power outages, storms, tree branches, forest fires, sewage system failure/back-ups or water system failures, pandemics, war or terrorist attacks, nor shall the Owner be legally responsible in any way for collision or otherwise to RVs, trailers, additions, improvements, cars or their contents, or ATVs, regardless of cause. The Seasonal Occupant agrees that the use of the Resort or its facilities is solely at the risk of himself/herself, his/her family, his/her visitors and guests. The Seasonal Occupant, his/her family, his/her visitors and his/her guests, for themselves, their heirs, executors, administrators, successors and assigns HEREBY RELEASE, WAIVE AND FOREVER DISCHARGE the Owner, his/her employees, 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/herself, his/her family, his/her visitors or guests or their property HOWSOEVER CAUSED, arising or to arise by reason of occupation of the above mentioned site and use of the Resort 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 Seasonal Occupant(s) further undertakes on his/her own behalf and on behalf of his/her family, his/her visitors 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.
- 24) The Seasonal Occupant hereby undertakes and agrees to abide by, and comply with, all the provisions, 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 Seasonal Occupant(s), his/her eligible family members, guests, visitors or others attending at the Seasonal Occupant(s) Site with the Seasonal Occupant(s) permission, a breach of this license and, at the Owners' sole discretion, grounds for immediate termination of this License, upon which the trailer shall be removed from the Site and all occupancy at the Site shall cease, with no refund of any deposit held by the Owner in respect of this License.
- 25) The address for notification to the Seasonal Occupant of a Notice to be given under the term of this license, or otherwise, shall be at the permanent home address of the Seasonal Occupant 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 is mailed by regular mail or immediately if delivered to an apparently adult person at the address.
- 26) In the event of any default of any of the terms and conditions of this license agreement, including a breach of the Resort Rules, the Owner shall have the following rights:
  - a) On fourteen days prior written notice of default delivered, or deemed received under the terms of this license to re-enter upon the above Site and repossess it 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, 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 Seasonal Occupant(s), members of his family, guests, visitors or other persons from entering onto the Resort property.
- 27) The Seasonal Occupant acknowledges and agrees that no business or sales of any kind shall be advertised or conducted on the Resort Property without approval from the Owner in writing. The Owner strictly reserves the right to act as the exclusive sales agent within the Resort with respect to the sale of any trailer or structure.
- 28) This license is personal to the Seasonal Occupant and is not assignable.
- 29) The Seasonal Occupant acknowledges that there is no leasing, renting or lending of trailers permitted to 3<sup>rd</sup> parties.
- 30) In the event that this Site shall be repossessed under the terms of this license, any goods including any trailer/RV that the Seasonal 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"), and 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 Seasonal Occupant(s) will be responsible for any storage costs and moving costs incurred, together with any outstanding 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.
- 31) Notice is hereby given that entry to the Resort is permitted only for activities conducted in accordance with this license and the Resort 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.
- 32) The Seasonal Occupant of the Site shall exercise such care as is reasonable in the maintenance of the Site during the term of his/her occupancy to ensure that persons entering on the Site and the property brought on the Site by such 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 Seasonal Occupant to do so. This clause is included to exclude and modify the Owners' liability as described above and in accordance with the exclusion and modification permitted by the *Occupiers' Liability Act*, Ontario.
- 33) No site improvements shall be incorporated without prior written approval. If such approval is granted, such improvements must be incorporated so as not to impede the expeditious vacating of the Site and removal of the Seasonal Occupant's property.
- 34) A waiver of any one or more of the terms or conditions herein contained shall not be deemed to be a waiver of enforcement or compliance with any of the other terms and conditions of this other than those specifically waived and in no event shall

Initials Seasonal Occupant 1

Initials Seasonal Occupant 2

Initials Owner

any waiver be deemed to be a continuing waiver. the Seasonal Occupant(s) agrees that the Owner shall not be required to monitor and demand enforcement of the terms of this license in cases where the Occupant is not in compliance with this License.

- 35) The Seasonal Occupant(s) hereby warrants that he/she is the legal owner of the RV/trailer and any personal property located on the site.
- 36) By his/her signing of this license the Seasonal Occupant hereby represents to the Owner 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.
- 37) The Seasonal Occupant further agrees that while his/her trailer and equipment of any nature is on the Owner's premises, he will not hire or permit any person or any company, without adequate liability insurance (\$2,000,000), WSIB coverage 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 Seasonal Occupant(s) or his/her family from doing such work. Such work must be done in accordance with all pertinent laws and/or regulations, as well in accordance to license of Occupation, Resort Rules, and has been approved in writing by the Owner.
- 38) The Seasonal Occupant(s) acknowledges that permanent structures of any kind are prohibited on the site and the Occupier shall not claim to be the owner of a permanent structure used or intended for use as living accommodation on the site. It is agreed that if there is a finding by a court, tribunal or office of competent jurisdiction that there is permanent living accommodation located on the site, or if such a claim is made by the Occupier, such claim or finding shall be good and valid grounds for termination of this License of Occupation
- 39) If the Seasonal Occupant shall become bankrupt then accruing Site Fees together with the Site Fees for the three months next ensuing shall immediately become due and payable, and the term shall, at the option of the Owner, forthwith be terminated and such accelerated Site Fee and additional Site Fees shall be recoverable by the Owner as if it were Site Fees in arrears.
- 40) The Seasonal Occupant shall not register this license, notice of this license or any other document related to this license nor any notice of those documents against the title to the licensed site or the Resort unless he has first obtained from the Owner approval in writing concerning the form and content of the document proposed to be registered. The foregoing shall not apply to the registration of a Charge/Mortgage of License provided the notice of the License which it secures has been approved for registration as set out herein. The Seasonal Occupant will be responsible for payment to the Owner for its out of pocket expenses incurred in connection with its review and approval of such proposed registration.
- 41) 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 gender and number as required by the context.

Initials Seasonal Occupant 1

Initials Seasonal Occupant 2

Initials Owner

## License of Occupation: Schedule A: Resort Rules

It is our goal to provide a safe, secure and enjoyable environment for all of our campers to enjoy Seasonal Occupancy or family vacations. Our Resort Rules are written in everyone's best interest to achieve this goal.

By Signing the License of Occupation, you are agreeing to abide by the terms and conditions set out in the License of Occupation agreement and Schedule "A", current version available at <https://blueskyrvresorts.com/resort-rules/>

Definitions: 2256303 Ontario Ltd. Operating as Blue Sky RV Resorts – Hereafter referred to as the "Owner". Seasonal Occupant – Hereafter referred to as the "Seasonal Occupant". Visitor: a person who is invited as a guest by a Seasonal Occupant, while the Seasonal Occupant is physically at the Resort.

1. The Owner reserves the right to make additions or deletions to these rules from time to time as it considers necessary for the general safety or proper and efficient management of the Resort.
2. Seasonal Occupants may occupy RV/trailers at the Resort for temporary periods of time, with a maximum of 21 days in any month, from May 10th to October 10th in each season. RVs/trailers must not be occupied outside this period. The Seasonal Occupant is not allowed to use the RV/trailer as a mobile home or as their permanent or principal residence.
3. The RV/trailer is not to be used for a mailing address and any mail or courier received will be returned to sender.
4. Visiting during the winter is for the sole purpose of checking the physical condition of the RV/trailer. At no time will Seasonal Occupants be allowed to occupy their RV/trailer. Seasonal Occupants must call/email the office to preauthorize visiting. Resort visiting hours are on Saturdays between 9am and 5pm.
5. Seasonal site fees include 2 adult Seasonal Occupants, 4 dependent children under 25 living at home, one RV/travel trailer, 2 vehicles and 2 dogs. Additional fees apply for extra vehicles, ATVs, boats, utility trailers or dogs.

### VISITORS

6. A Seasonal Occupant must be present when visitors arrive and are visiting the site.
7. There is no sharing or lending of trailers to friends or family members.
8. No walk-in or last-minute visitors allowed.
9. All visitors must be pre-registered with the office by the seasonal occupant either by phone or email at least 12 hours before arrival. Visitors that are not registered will not be permitted into the resort.
10. The maximum number of people registered to a site is 8 persons (this includes Seasonal Occupants, family and visitors).
11. The maximum number of people that can stay overnight on a site is 8.
12. Visitor fees apply to anyone other than the Seasonal Occupants and those listed on the License. Visitor Fees are posted at the office. No visitors can arrive after 8pm. Day visitors must leave the park by 10pm. An overnight visitor must leave by 12pm the next day. If the visitor stays longer, they must pay an additional day fee.
13. All visitors must sign-in and pay appropriate fees upon arrival.
14. All visitors must park in the designated visitor parking area. If Visitor vehicles are found on the seasonal occupant's site, there will be a fine of \$25 charged to the Seasonal Occupant's account.
15. Unregistered visitors will result in a \$35 fine per visitor and will be charged to the Seasonal Occupant's account.
16. Seasonal Occupants are not allowed to loan or rent their site or trailer to others.
17. The Seasonal Occupant is responsible at all times for the supervision, conduct and behavior of any visitors, family and children on their site, as well as on all Resort property. All rules of the Resort are applicable to Seasonal Occupants and their visitors and/or children. The Seasonal Occupant shall be responsible to the Resort owners for any damages to the site or Resort property caused by the Seasonal Occupant, their family or guests.
18. The maximum number of people that can congregate on a site, during the day is 12 people. This includes Seasonal occupants, visitors and other seasonal campers.
19. No gatherings are allowed during quiet hours.

### ELECTRICITY

20. All electricity meters and electricity boxes are property of the Owner. Any tampering, altering or gaining access to the electricity box or meter will be considered a breach of agreement and will result in the termination of the License of Occupation Agreement. A \$300 fee plus repair costs will be applied.
21. Electricity use is metered on each individual Seasonal Site. Electricity costs are billed twice per season, in July and October based on usage. Bills are due when received. A \$200 electricity deposit is required at the start of your contract, which goes towards your final hydro bill when you leave the Resort. There is a \$25 +HST admin fee on all electricity/hydro bills. Failure to pay electricity bills within 15 days will result in electricity services being disconnected and a \$125 disconnection fee.
22. All fees are based on prepayment. Site fees and all other charges are due May 1<sup>st</sup>. Fees unpaid past the May 1<sup>st</sup> due date are subject to an admin fee of \$200. Electricity services will not be activated until fees are paid in full.
23. Winter storage expires on May 9th. Any persons not taking a site for the following season must remove their trailer and all personal property by May 10th. Any trailer left on the property after May 10th will result in the Owner removing the trailer and all belongings from the site and placing it in storage. A monthly storage fee, removal fee and clean-up fee will apply. The same applies to ATVs, utility trailers, boats and any other property left behind.
24. No charging of electric vehicles.
25. Fall deposits and Signed contracts are due September 1<sup>st</sup> to secure the site for the next season. Sites will not be held without a deposit and contract and may result in non-renewal of site and placement on the available list.
26. All fall deposits and seasonal site deposits are non-refundable.

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Initials Seasonal Occupant 2

Initials Owner

27. Seasonal Occupants have the option of using the Store Tab system up to the limit of \$100 for store purchases. Parents must give children permission to use this system. The monthly balance of the store tab is due on the 10<sup>th</sup> of each month, payable by e-transfer or debit. Store tabs are not available from September 24-October 10<sup>th</sup>. Failure to pay tab balance in a timely fashion will result in the loss of this privilege.
28. If the Seasonal Occupant is not renewing for the next season, they must vacate the site and remove all personal property by September 30<sup>th</sup>. Any trailer left on the property after October 1<sup>st</sup> will result in the Owner removing the trailer and all belongs from the site and place it in storage. A monthly storage fee, removal fee and clean-up fee will apply.
29. If the license of occupation is terminated by Blue Sky RV Resorts or the Seasonal Occupant for violation of the license of occupation, or any other reason, the Seasonal Occupant hereby agrees that they will not be refunded any monies paid for fees at Blue Sky RV Resorts. No other refunds available.
30. If the Seasonal Occupant chooses to leave early or terminate the License of Occupation, they hereby agree that they will not be refunded any monies paid for fees. If the license of occupation is terminated by Blue Sky RV Resorts or the Seasonal Occupant for violation of the license of occupation, or any other reason, the Seasonal Occupant hereby agrees that they will not be refunded any monies paid for fees at Blue Sky RV Resorts. No other refunds available.
31. If the Seasonal Occupant chooses to leave early or terminate the License of Occupation and they have removed their trailer/RV from the site, the site is deemed vacant and the contract term will be deemed to have ended. The site will be deemed vacant and available to a new client. The Seasonal Occupant will have no further access to the property without permission from the owners. The final read of the hydro meter will be taken and invoiced to the client.
32. Any cheques that are NSF will be charged a \$50 fee, and future payment options will be limited.

**PRIVACY and SECURITY**

33. All persons found on the property without granted access will be evicted immediately.
34. Ontario law prohibits the sharing of any Seasonal Occupant's personal information. We will not provide any personal information without written permission from the primary Seasonal Occupant on the license of occupation, unless by request by any authority of the law.
35. All trailers must be fitted with a fire extinguisher, a functioning smoke alarm and functioning carbon monoxide alarm as per the General Ontario Fire Code and the Ontario Building Code. The resort is not liable if Seasonal Occupants fail to meet this requirement.
36. All Seasonal Occupants are responsible for checking the office board on a regular basis for notices and updates.
37. Security gate passes are for the Seasonal Occupants and their registered vehicles listed on the License of Occupation only. A deposit of \$20 is required for each pass. Passes may not be lent to other people or used to open the gate for visitors or other vehicles. Misuse of gate passes will be seen as a breach of the License of Occupation.
38. The use of drones is prohibited on Resort property.
39. **Photo Consent:** The Seasonal Occupant(s) grants the Resort the right to include photographic, video and other visual portrayals of himself/herself and his/her children/dependents (minor or not, if applicable) in any medium and for any purpose and agrees that such portrayals shall be the Resort's sole property. If the Seasonal Occupant chooses to opt out of this photo consent, please contact our resort office to obtain a photo consent opt-out form.

**CHILDREN's SAFETY**

40. Recreational facilities (including the jumping pillow and playground equipment) on the Resort property are unsupervised and Seasonal Occupants, their families and their guests use them at their own risk.
41. Children using any of the recreational facilities must be accompanied and supervised by an adult at all times.
42. The swimming pool is unsupervised, with no lifeguard; all Seasonal Occupants and their visitors swim at his/her own risk. No swimming is allowed after dark. If pool gate is locked, stay out. Children under the age of 13 must be supervised by an adult. No food or drink is allowed in the pool area. No diving is permitted. No boisterous play in or about the pool. No bicycles, skateboards, rollerblades in the pool area.
43. The lake is unsupervised, with no lifeguard; all Seasonal Occupants and their visitors swim at his/her own risk. No swimming is allowed after dark. Children under the age of 13 must be supervised by an adult. No food or drink is allowed in the beach area. No dogs allowed in the large lake or beach area.
44. The Jumping Pillow is unsupervised, and children under the age of 13 must be supervised at all times. All participants must be physically fit and follow rules as posted. No one shall use the Pillow when it is wet or deflated. No summersaults or flips.
45. Anyone who is 18 years of age and under must be on their site from 10pm - 8am unless accompanied by a parent or guardian over the age of 25. The playground/games area is off limit after dark.
46. Fenced areas including the area by the barn, the owner's residence, and the east entrance to the resort are private property. Seasonal Occupants and their guests are not permitted in these areas.

**QUIET HOURS AND CAMPING ETIQUETTE**

47. Quiet time is from 11pm to 8am. All music must be turned off after 11pm. Excessive noise at any time of day will not be tolerated. Excessive noise shall be defined as any sound that the Owner deems to be causing a disturbance to other users of the resort. Please respect the rights of others.
48. Occupants should be considerate of their fellow neighbours' privacy and space. Do not walk-on nor pass through other sites. Driving through open sites is strictly prohibited.
49. Please be aware that trespassing on adjoining properties/farm fields is against the law. Anyone found trespassing will be cause for termination of the license of occupation. Fines may result from prosecution by an adjoining property owner.
50. Ontario Law requires that alcoholic beverages are allowed on campsites only. No alcohol in common areas.

**ATV's, VEHICLES and PARKING**

51. The Resort speed limit is 10km/hr. All motorized vehicle operators shall observe this speed limit and all traffic signage.

Initials Seasonal Occupant 1

Initials Seasonal Occupant 2

Initials Owner

52. Anyone operating a motorized vehicle must have a current driver's license and proof of insurance.
53. The ATV owner is responsible for the conduct of his/her guests and their use of the ATV. Each ATV owner will be held responsible for damage he/she may cause in the Resort or to facilities while in use of the ATV. Any breach of these rules and regulations or non-compliance with written requests from the Owner may result in immediate expulsion from the resort without refund and will result in the loss of ATV privileges or termination of the License of Occupation.
54. All Seasonal Occupants are required to register ATVs with the Owner. The Owner must be provided with a copy of valid insurance annually stating coverage of \$2,000,000 of public liability insurance. Failure to comply will result in removal of the ATV from the Owner's property. ATV trail pass stickers must be clearly visible at all times.
55. ATVs operators must have a class G license, follow the rules of the OFATV, wear helmets and abide by resort speed limit. ATVs are only allowed to be used to go to and from the trails. ATVs cannot be used during quiet hours. Maximum of 2 ATVs can be parked on a site. Dirt bikes are not permitted.
56. Each site is allotted parking for up to two vehicles only, if the site can fit them. If the site cannot fit two cars, the 2nd car must be parked in overflow parking. No vehicle should ever block another site. All Occupants must register the license plates of their vehicles. Seasonal Occupants can only park their vehicle on their registered site or in overflow parking. Occupants are not allowed to park on any other sites.
57. Extra vehicles/ATVs/boats/utility and ATV trailers must be approved by the Owner. No ATV/Utility trailers are allowed in the campground. ATV/Utility trailers must be parked in the designated area by the main gate. ATVs are to be unloaded/loaded in this area.
58. If utility trailer needs to be unloaded at the site, contents of trailer should be unloaded in a timely manner as to not block the road and then be moved to the designated parking area. ATV/Utility Trailer Storage is free of charge Friday-Sunday and Holidays, Monday-Thursday fees apply. Longer term storage can be arranged with office.
59. All vehicles/ATVs/utility trailers must be removed from the resort from October 11th to May 9th. Any vehicles/ATVs/utility trailers left on site after the resort closes will be towed at the Seasonal Occupant's expense.
60. Golf carts are not allowed in the resort, with the exception of management.
61. Repairs and maintenance of cars or any other vehicles are not permitted on the resort.
62. Bicycling after dark is only allowed with proper head and taillights. Bicycle helmet laws apply on the Resort property.
63. Drivers of electric scooters, segways and e-bikes must have a valid drivers license.

**WOOD SAUNA**

64. Sauna is for adults only(18yrs+), no children are permitted. Each sauna user must sign a waiver at the store before use. Sauna key must be signed out and returned to the store. No alcohol and/or recreational drugs can be used prior to sauna session. Users must shower before entering. Users must wear a bathing suit and sit on a towel. Maximum of 4 people in the sauna at once. Maximum 15 minutes per sauna session. Do not use sauna if you have any health conditions or are pregnant, if in doubt users must check with their doctor prior to use.

**GARBAGE AND RECYCLING**

65. Please use garbage containers, recycling containers and cigarette butt-out receptacles located throughout the Resort. Only household garbage from the Resort is permitted. No disposal of large items, hazardous waste. No dumping of household garbage in washrooms or clubhouse. Illegal dumping of garbage can lead to fines or a termination of the License of Occupation. Littering will not be tolerated.
66. Ash from firepits should be cooled, and then dumped in the designated aluminum cans only.
67. The Owner operates a full sort recycling policy in conjunction with Dufferin County and as such Seasonal Occupants and their guests are required to comply with this policy. Recycling is mandatory for bottles, cans, hard plastics and cardboard. Recycling must be loose or in clear bags.

**FIREWOOD and FIRE RINGS**

68. Federal regulations prohibit the moving of firewood. No firewood is permitted from outside the resort. All firewood must be purchased through the resort. This is to protect our forest. No burning of palettes, lumber, garbage or leaves. Wood piles must be kept neat and at the rear of the site.
69. Seasonal Occupants are responsible for purchasing their own fire ring and setting up their fire pit. Please see office for standard guidelines and obtain written approval from the Owner. Campfires must be in an approved fire ring and cannot be greater than 2ft high and 3ft wide. Smoke from campfires cannot be a nuisance to neighboring sites. Campfires must be extinguished completely before leaving site or retiring for the evening. Firepits must be located 10' from an ignition source.
70. In the case of a fire ban, The Owner will follow the directives of the municipality, enforce a fire ban; and will post info at the office and on the website.

**SEPTICS and WATER SYSTEM**

71. All Seasonal Occupants are required to comply with any instructions from the Owner regarding restrictions on watering which may be necessary from time to time. Water restrictions must be followed when put into effect.
72. The septic system may only be used for human waste, septic-safe toilet paper and typical wash water.
73. Feminine products, diapers, Kleenex, wipes, paper towels, grease, food and trash must be disposed of in the garbage.
74. If Seasonal Occupants have any concerns about their septic hookup, they are to inform the Owner immediately. Seasonal Occupants should not tamper with septic lids, septic tanks or equipment.
75. Occupants must use septic-safe, biodegradable toilet paper.
76. Laundry machines in RVs are not permitted to be used at the Resort. Laundry room is available for a fee. Biodegradable soap is required, no bleach or liquid fabric softener.
77. Seasonal Occupants are not allowed to dump tanks. Violations of this rule will lead to fines and immediate termination of the license.
78. Black water valves cannot be left open. They should be left closed until the tank needs to be emptied.
79. Septic lines must have a 2ft flexible pipe attaching the trailer/RV to the PVC pipe/connection.

Initials Seasonal Occupant 1

Initials Seasonal Occupant 2

Initials Owner

- 80. Only biodegradable products may be added to septic holding tanks (baker's yeast or enzyme formulas). No bleach, anti-bacterial products, formaldehyde cleaners.)
- 81. Y-connectors and or splitters cannot be connected to the water hook-up on site. Garden hoses cannot be hung near electrical plugs or meters.
- 82. Vehicles and trailers can be washed with pressure washers only.
- 83. Conservation of water should be practiced as the Resort is on a well.

**PROPERTY STANDARDS**

- 84. All trailers/RVs brought into the Resort must be 10 years or newer, and are subject to approval by the Owner.
- 85. All RVs/Trailers are to be kept in good condition and maintained to the high standards of the resort according to Site Standards. The Seasonal Occupant is responsible for the general upkeep of the RV/trailer and the tidiness around the site. If RVs/trailers do not meet the standards of the resort in terms of condition, general standards and safety, a written notice will be sent to the Seasonal Occupant giving 14 days to rectify the situation. The Owner has the right to enter the site to address the cleanliness/site standards. In the event that the Owner has to enter the site to correct the matter, \$150 + materials/labour costs will be charged to the Seasonal Occupant's account. If the Site Standards are still not met, then the Owner reserves the right to terminate the License of Occupation Agreement.
- 86. All items must be stored in sheds, not underneath trailers.
- 87. Tarps, clear plastic are not permitted on trailers.
- 88. Fences are not permitted on or surrounding individual sites.
- 89. No Astro turf/artificial grass is permitted on sites. One RV mat in good condition is allowed by the entrance of the trailer.
- 90. Seasonal Occupants must inform the Office if trailers are to be moved in and out of the Resort.
- 91. A maximum of 3 propane bottles are permitted at each site. Propane tanks must be in good condition and not be expired. Tanks must not be chained together or to the RV/trailer. Tanks must have clear access at all times.
- 92. No clotheslines, playgrounds, trampolines, car ports, pools are permitted on sites.
- 93. All refrigerators must be concealed.
- 94. Grass cutting is the responsibility of the Seasonal Occupant. If grass is over 4", the Resort will cut the grass and applicable charges apply.
- 95. Clearing leaves off the site is the responsibility of the Seasonal occupant. Leaves must be deposited in designated area. If a seasonal fails to clear leaves off of the site, the Resort will clean the site and applicable charges apply.
- 96. Trees and shrubs are maintained by the Owner and must not be trimmed or cut down by Seasonal Occupant.
- 97. The Seasonal Occupant, their family or visitors shall not damage or modify the lawn, trees, shrubs or plants anywhere on the property including the site without the Owner's permission.
- 98. Seasonal Occupants should not attach anything to trees. Putting screws/nails into trees is prohibited. It damages the trees.
- 99. Small sleeping tents for children are allowed from time to time and only with the approval from the Owner, and only allowed between the hours of 8pm to 8am.

**DECKS, SHEDS, GAZEBOs and LANDSCAPING**

- 100. All site design changes must be approved in writing by management. Occupants must submit a **Site Design Form** for approval prior to installation. These changes include: decks, sheds, fire pits, gazebos, gardens, trees/shrubs, walkways, patio stones, satellite dishes, flags. Structures not in compliance with this policy will be removed at the Occupants expense. Seasonal Occupant(s) will be responsible for any costs related to any removal or changes required if written permission was not granted.
- 101. Blue Sky RV Resorts has an approved Deck, Shed, Gazebo, Walkway and Fire pit Guideline. Any other configurations or designs are not allowed. Please see the Office for these guidelines and standard design.
- 102. All decks cannot exceed the total length of the trailer and must be no higher than 10 inches above grade. Decks can be made of pressure treated wood, cedar or composite wood. No used wood is allowed.
- 103. All decks must be removed upon exit or sold to the resort. No selling of decks to other campers is allowed.
- 104. No skirting around base of trailers, lattice or boxing in of 5<sup>th</sup> wheel gooseneck is allowed.
- 105. Modifications to the landscape of a site (i.e., gravel drives, patio stones, firepit stones, sod, trees, shrubs, flowers etc.) will become the property of The Owner when the license of occupation is terminated.
- 106. Due to below ground services, digging/placing of stakes are not permitted without prior written permission from the Owner.
- 107. Any flags or flagpoles must be approved by management before installation.
- 108. All flower beds must be within 3 ft border from the trailer and cannot block removal of the trailer.
- 109. Absolutely no fences are allowed on sites.
- 110. Patio stones, interlock and stone slabs are not allowed on sites, unless approved by the Owner. The only exception to this is that patio stones are permitted to be used as deck supports, or for leveling trailers.
- 111. Seasonal Occupants are allowed one shed per site. Only new store-bought vinyl sheds are allowed. Shed dimensions can be a maximum of 8 ft by 8 ft. Placement of sheds must be approved by The Owner and must be at the back of the site.
- 112. No electrical can be installed on or in sheds. Sheds are to be used for storage purposes only.
- 113. Each seasonal site is allowed one pre-fabricated gazebos (max 10ft x 10ft) and it must be kept in good condition. All gazebos must be anchored to a deck and be located beside the trailer. Picnic Shelters can be put up temporarily but not on a permanent basis.
- 114. Placement of satellite dishes must be approved by the Owner. Guidelines are available in the Office.
- 115. All Deliveries must be approved by the Owner. Seasonal Occupant must be on site to receive deliveries. No deliveries on long weekends.
- 116. Please note that construction is not permitted on long weekends, before 8am and after 7pm, unless authorized by Owner.
- 117. Maintenance work on RVs/trailers is only to be carried out by contractors approved by the Resort. All contractors working at the resort are required to meet the Health & Safety and WSIB regulations and must also present a liability insurance certificate with \$2,000,000 coverage to the owner.

Initials Seasonal Occupant 1

Initials Seasonal Occupant 2

Initials Owner

**PETS**

- 118.No animals, other than dogs and cats may occupy RVs without written permission of the Owner. A maximum of 2 dogs or cats may occupy a seasonal site, with a maximum combined weight of 80lbs. The Owner reserves the right to identify a dog as dangerous when the dog behaves in a manner that poses a menace to the safety of persons or other dogs and/or bites or attacks any person or dog within the resort. No dangerous dogs should be kept at the resort and any dogs deemed to be a danger by the owner must be removed. Excessive barking will not be tolerated. The Resort reserves the right to revoke Pet Privileges if pet rules and policies are not adhered to.
- 119.All pets must be leashed and supervised at all times. Dogs are allowed off-leash only in the dog off-leash area.
- 120.Dogs may be on tie-outs of a maximum of 8ft, as long as the dog stays within the site boundary and is supervised.
- 121.It is the responsibility of the Occupant to clean and restore any areas of the site or Resort where mess or damage has occurred. Pet owners must pick up all pet waste in a timely manner and dispose of it properly in a plastic bag and into the main garbage dumpster. No pet waste is allowed in indoor garbage cans, or garbage cans by the office.
- 122.Pets are not allowed in any buildings, washrooms, clubhouse, playground, games area, pool area and lounge, gazebos and lake/beach area.
- 123.All dogs are subject to the Dog Owner’s Liability Act of Ontario.
- 124.The Resort is located in a rural area. The Owner recommends taking precautionary steps to protect RVs/trailers from being damaged by wildlife (such as raccoons/skunks/mice/squirrels). The Owner shall at no time shall be liable for any damages caused by wildlife (such as skunks, raccoons, mice, squirrels) to a trailer/RV under any circumstances. Seasonal Occupants are prohibited from trapping of wildlife and are should not feed the wildlife. The Owner is NOT responsible for the removal or costs associated with pest/animal control of wildlife, bees, mice, raccoons, insects etc. of the Seasonal Occupant’s site or RV/trailer.

**SELLING OF TRAILERS/RVs**

- 125.The Seasonal Occupant shall not sell the trailer on the Resort Property without the prior WRITTEN consent of the Owner. The Owner has the right to withhold consent at its absolute discretion. Any trailers 10 years or older or trailers that are deemed to not be in good condition will not be allowed to remain in the resort. 10% of the proceeds of all trailer/RV sales are to be paid to the Owner. All trailer sales within the Resort must be marketed through the office and are subject to the terms of the marketing agreement and a marketing fee.
- 126.When Seasonal Occupants are leaving the Resort, they cannot sell decks and sheds to other Seasonal Occupants, unless it is approved by The Owner **in writing**.

**CONDUCT**

- 127.No smoking/vaping of cannabis is permitted on Resort Property.
- 128.No smoking tobacco or vaping in or near any buildings, gazebos, playground, games area, Jumping Pillow area, pool area, lake or beach area. No smoking of tobacco/e-cigarettes/vaping close to building doors. Seasonal Occupants should ensure that smoking/vaping does not affect the enjoyment of their neighbours.
- 129.Glass containers are not permitted in common areas, playground, pool, beach, gazebos or buildings.
- 130.Fireworks, Chinese lanterns, firearms, pellet guns or air guns are not allowed on resort property.
- 131.Any drunken/intoxicated or disorderly behaviour and illegal activity including the use of illegal drugs will be reported to the Police and will result in eviction from the resort, and immediate termination of the License of Occupation.
- 132.Blue Sky RV Resorts has a strict anti-harassment and anti-discrimination policy. Blue Sky RV Resorts will not tolerate any offensive, aggressive, discriminatory, abusive or harassing behavior or language, at any time, towards the Owner, staff, Seasonal Occupants, overnight campers or other visitors. The Owner reserves the right to remove any offenders from the Resort without warning and to terminate their license (or their host’s license) of occupation immediately.
- 133.Where the behaviour of the Seasonal Occupant or their guests is so unreasonable as to cause other occupiers of the resort to be deprived of the enjoyment of their RV/trailers, or the behaviour towards Owner/Resort employees is so unreasonable, shorter notice of termination of the Agreement may be given by the Owner. Upon information or the belief of the Owner forms reasonable cause that a person or persons are involved in the distribution of narcotics, cannabis, acts of assault and battery, harassment, distribution of alcohol to underage persons or other acts of moral turpitude, the Owner shall in its sole discretion have the authority to evict any such persons from the premise.

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

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

- 1. Committing a criminal offence on the resort e.g., theft, bringing unlawful drugs or firearms onto the resort or committing any assault on another person on the resort
- 2. Willfully causing damage to any property on the Resort whether belonging to the Owner or any guest or RV/trailer/ATV/vehicle
- 3. Breaching any obligation under the License of Occupation, or Resort Rules
- 4. Misuse of security passes
- 5. Tampering with electrical meters
- 6. Involvement in criminal activity
- 7. Habitual disregard of Resort Rules and Policies
- 8. Verbal/physical/sexual/written/spoken/gesture/text/email/social media harassment of Owner, employee, seasonal occupant or guest at the resort.

Initials Seasonal Occupant 1

Initials Seasonal Occupant 2

Initials Owner