

# BLUE SKY RV RESORTS 2026 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)

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, 2025 - May, 2026)

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

Site Setup/Switch Fee: \$395 \_\_\_\_\_  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 \$250 is required. Electricity is billed in July and October.

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

**\*\*If Fees are not paid in full by due dates, termination of License of Occupation will occur.**

**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:

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

Trailer VIN#: \_\_\_\_\_

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

Proof of Trailer Ownership (for new clients/new trailers):

This license is personal to the named Seasonal Occupant(s) and those eligible family members listed below (4 dependent children living at home under 25 **or** 3 grandchildren under age 18).

Name: Dependant Children/Grandchildren

Date of Birth:

1. \_\_\_\_\_

2. \_\_\_\_\_

3. \_\_\_\_\_

4. \_\_\_\_\_

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/> and on the Blue Sky Info board and is 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:

Initials Seasonal Occupant 1  Initials Seasonal Occupant 2  Initials Owner

- a) A licence commencing on the \_\_\_\_\_ day of \_\_\_\_\_ 2026 and expiring on the 30th day of September 2026.
- b) 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.
- c) 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.
- d) The Resort is closed with no 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. No access to the Site will be permitted when the Resort is Closed. No overnight stays are permitted beyond the evening of October 9th, or before the evening of May 10. During the winter period, the owner may grant access to the Resort, by pre-authorized appointment, to the Seasonal Occupant for the purpose of trailer inspection and/or leaf clean-up.
- e) 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.
- 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. Blue Sky RV Resorts 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 only. The Resort is designed and intended for seasonal or temporary use only and as such the trailer/RV on site cannot be used as a permanent or principal residential or home address.

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- 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 and/or late fees. Interest will be charge at 7% 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. All 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 immediately terminated at the option of the Owner.
- 15) The Owner reserves the right to deny access to the resort, if deposits, hydro bills, seasonal fees or any other invoiced fees are not paid in full by due dates. Such defaults of payment will result in termination of License. In order to reinstate the License of Occupation, a \$395+HST fee will apply.
- 16) All deposits are non-refundable.
- 17) A deposit of \$1200 is due by September 15<sup>th</sup> of each year by etransfer. Remaining Seasonal fees are due May 1<sup>st</sup> of each year. Deposits and seasonal fees are payable by etransfer only.
- 18) The Seasonal Occupant shall not cultivate, produce or distribute cannabis anywhere on Resort property, the Site or in the Seasonal Occupant's Trailer/RV. The Smoking or vaping of Cannabis is not permitted on Resort Property.
- 19) 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.
- 20) 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, also available at <https://blueskyrvresorts.com/resort-rules/> and on the Info Board by the store, or as may be established at the discretion of the Owner from time to time.
- 21) 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' permission or knowledge.
- 22) 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 \$250 (taxes included). Any site accessories such as decks or sheds are the responsibility of the Seasonal Occupant to remove. No refunds will be issued.
- 23) 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.
- 24) 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, wind, tree

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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.

- 25) 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.
- 26) 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.
- 27) The Seasonal Occupant(s) agrees to receive notices under the term of this license, or otherwise, via the email addresses listed on page one of this License.
- 28) 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 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.
- 29) 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.
- 30) This license is personal to the Seasonal Occupant and is not assignable.
- 31) The Seasonal Occupant acknowledges that there is no leasing, renting or lending of trailers permitted to third parties.
- 32) 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.
- 33) 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.
- 34) 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.
- 35) 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.
- 36) 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 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.
- 37) 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.

Initials Seasonal Occupant 1

Initials Seasonal Occupant 2

Initials Owner

- 38) 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.
- 39) The Seasonal Occupant further agrees that while his/her 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 (\$2,000,000) or 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.
- 40) 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
- 41) 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.
- 42) 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.
- 43) 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 peaceful, safe and secure 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/> and on the Info Board by the store.

**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 Resort is not to be use for a mailing address and any mail or courier received will be returned to sender.
4. There is no access to the Resort when it is closed from October 11 – May 9<sup>th</sup>.
5. Seasonal site fees include 2 adult Seasonal Occupants, 4 dependent children under 25 living at home/or 3 grandchildren under 18, one RV/travel trailer, 2 vehicles and 2 dogs. Extra fees apply for extra vehicles, ATVs, boats, utility trailers, dogs
6. Seasonal Occupants are responsible for checking the website/Info Board on a regular basis for notices/updates.

### **PAYMENT OF FEES**

7. All fall deposits and seasonal site fees are non-refundable.
8. All fees are based on prepayment. Site fees and all other charges are due May 1<sup>st</sup>. Failure to pay fees in full by May 1<sup>st</sup> will lead to an immediate termination of the License of Occupation. The trailer and all belongings must be removed by May 7<sup>th</sup>, or the Owner will move the trailer and belongings into the storage area. 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. If the Seasonal Occupant pays fees past May 1<sup>st</sup>, a \$395+hst fee will apply to reinstate the License of Occupation.
9. On September 15<sup>th</sup>, a deposit of \$1200 and a new signed License of Occupation is due to renew and secure the site for the next season.
10. If the Seasonal Occupant fails to meet this deadline, the owner may release and sell the site to another client. A fee of \$395+HST applies to reinstate the new License of Occupation. The client may have to move to a different site and pay the allocated seasonal fee for that site.
11. If the Seasonal Occupant is not renewing for the next season, they must vacate the site and remove their trailer and all personal property by September 30<sup>th</sup>. Any trailer left on the property after September 30<sup>th</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. The same applies to ATVs, utility trailers, boats and any other property left behind
12. Winter storage of RV is included in seasonal fees.
13. 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.
14. If the Seasonal Occupant chooses to terminate the License of Occupation and vacate their site before September 30<sup>th</sup>, they hereby agree that they will not be refunded any monies paid for fees and the site will be considered vacant and available to a new client once the trailer is removed. All other items must be removed at the same time.
15. When a Seasonal Occupant vacates their site, they must remove all landscaping materials (including mulch, stones, wood and debris), garbage or clean-up charges will apply.
16. The Seasonal Occupant will have no further access to the property without permission from the owners.

### **ELECTRICITY**

17. 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, incapable of remedy and will result in the termination of the License of Occupation Agreement. A \$300 fee plus repair costs will be applied.
18. 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 \$250 electricity deposit is required at the start of your contract, which goes towards your final bill when you leave the Resort. There is a \$25 +HST admin fee on all electricity bills. Hydro bills are payable by etransfer. Failure to pay electricity bills within 15 days will result in electricity services being disconnected and a \$125 disconnection fee.
19. No charging of electric vehicles is permitted at the Resort.

### **RECREATIONAL FACILITIES and SAFETY**

20. All Recreational facilities on the Resort property are unsupervised and Seasonal Occupants, their families and their guests use them at their own risk. Children using any of the recreational facilities must be supervised by an adult at all times.
21. 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 diving is permitted. No boisterous play in or about the pool. No food or drink is allowed in the pool area.
22. The pond/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 dogs allowed in the swimming pond/lake or beach area.

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Initials Owner

23. 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.
24. Bicycle helmet laws apply on the Resort property. Bicycling after dark is only allowed with proper lights.
25. The Bike Track is unsupervised, helmets must be worn and children 12 and under must supervised by an adult.
26. 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 and pool lounge are off limits after dark.
27. Please be mindful of our 2 high voltage power lines. No kites are allowed in these areas.
28. Sauna is for adults only(18yrs+). Each sauna user must sign a waiver before use and follow sauna guidelines. No alcohol and/or recreational drugs can be used prior to 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.

**QUIET HOURS AND CAMPER ETIQUETTE**

29. Please be considerate of your neighbours at all times.
30. Do not walk on or pass through other sites. Driving through open sites is strictly prohibited.
31. Quiet hours are strictly enforced from 11pm to 8am. No loud gatherings, music or outdoor TVs after 11pm.
32. Excessive noise at any time of day will not be tolerated. All music must be kept to a private listening level. Excessive noise shall be defined as any sound that the Owner deems to be disturbing to other users of the resort.
33. During quiet hours, maximum 8 people on each site. During the day maximum 12 people on a site.

**ATV's, VEHICLES and PARKING**

34. The Resort speed limit is 10km/hr. Please obey all traffic signage.
35. Anyone operating a motorized vehicle must have a current driver's license and proof of insurance.
36. All ATVs must be registered at the store with proof of G2 license and liability insurance. The ATV owner is responsible for damage he/she and their guests may cause in the Resort or to facilities while in use of the ATV. ATV operators 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. Failure to comply will result in removal of the ATV from the Owner's property.
37. Each site can have up to two vehicles parked on it, if the site can fit them. Extra vehicles must be parked in overflow parking. No vehicle should ever block another site. All Occupants must register the license plates of their vehicles. Occupants are not allowed to park on any other sites. All visitor vehicles must park in visitor parking.
38. Extra vehicles/boats/kayaks/canoes utility and ATV trailers must be approved by the Owner.
39. ATV/Utility/Boat trailer must be parked in the designated 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.
40. All vehicles/ATVs/boats/utility trailers must be removed from the resort for the winter months or they will be towed at the Seasonal Occupant's expense.
41. Golf carts are not allowed in the resort, with the exception of management.
42. Repairs and maintenance of cars or any other vehicles are not permitted on the resort.
43. Drivers of electric scooters, segways and e-bikes must have a valid drivers license and be over 18 years.
44. Seasonal Occupants must inform the Office if trailers are to be moved in and out of the Resort.

**FIREWOOD and CAMPFIRES**

45. Federal regulations prohibit the moving of firewood. No firewood or kindling is permitted from outside the resort. All firewood must be purchased through the resort. No burning of palettes, lumber, garbage or leaves. Wood piles must be kept neat and at the rear of the site.
46. Seasonal Occupants are responsible for purchasing their own fire ring and setting up their fire pit. Please see website for guidelines and obtain written approval from the Owner. Campfires cannot be greater than 2ft high and 3ft wide.
47. 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.
48. 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 store and on Facebook.

**SEPTICS and WATER SYSTEM**

49. Water restrictions must be followed when implemented by the Owner.
50. Conservation of water should be practiced as the Resort is on a well.
51. The septic system may only be used for human waste, septic-safe toilet paper and typical wash water. Feminine products, diapers, Kleenex, wipes, paper towels, grease, food and trash must be disposed of in the garbage.
52. Concerns about septic hookup should be brought to the Owner immediately. Seasonal Occupants should not tamper with septic lids, septic tanks or equipment.
53. Laundry machines in RVs are not permitted to be used at the Resort. Laundry room is available for a fee.
54. No dumping of tanks on ground. Violations of this rule will lead to fines/termination of the license.
55. Black water valves cannot be left open. They should be left closed until the tank needs to be emptied.
56. Occupants must use septic-safe, biodegradable toilet paper. Only biodegradable products may be added to holding tanks (baker's yeast or enzyme formulas). No bleach, anti-bacterial products, formaldehyde cleaners.)
57. 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.
58. Vehicles and trailers can be washed with pressure washers only, and not from 5pm Friday to 12pm Sunday.

**PROPERTY STANDARDS**

59. All trailers/RVs brought into the Resort must be 10 years or newer, and are subject to approval by the Owner.
60. 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

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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.

61. All items must be stored in sheds, not underneath trailers. All refrigerators must be concealed.
62. Tarps, clear plastic are not permitted on trailers.
63. One RV mat in good condition is allowed by the entrance of the trailer.
64. 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.
65. No clotheslines, playgrounds, trampolines, car ports, kiddie pools, tents are permitted on sites.
66. Grass cutting is the responsibility of the Seasonal Occupant. If grass is over 4", the Resort will cut the grass and applicable charges apply.
67. Trees, shrubs or plants anywhere on the property including the site must not be cut or modified without permission.
68. Do not attach anything to trees. Putting screws/nails into trees is prohibited as it damages the trees.

**DECKS, SHEDS, GAZEBOS and LANDSCAPING**

69. Blue Sky RV Resorts has approved guidelines for Decks, Sheds, Gazebos, Walkways and Firepits listed on the website. Occupants must submit a **Site Design Form** for written approval prior to installation and site changes. These changes include: decks, sheds, fire pits, gazebos, gardens, trees/shrubs, walkways, patio stones, satellite dishes, flags. Structures not pre-approved or in compliance with these guidelines will be removed by the Resort at the Occupants expense.
70. All decks are beside the trailer up to the length of the box 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.
71. No skirting around base of trailers, lattice or boxing in of 5<sup>th</sup> wheel gooseneck is allowed.
72. Modifications to the landscape of a site (i.e., gravel, firepit stones, sod, trees, shrubs, flowers) will become the property of the Owner when the license of occupation is terminated.
73. Digging/placing of stakes, flags or flagpoles must be approved by management before installation.
74. All flower beds must be within 3 ft border from the trailer and cannot block removal of the trailer.
75. No fences, patio stones, interlock, stone slabs, gravel, peastone, lattice, astroturf, carpet are not allowed on sites.
76. One vinyl shed is allowed per site, maximum 8ft x 8ft. Placement of sheds must be approved by The Owner and must be at the back of the site. Sheds are to be used for storage purposes only.
77. One metal gazebo is allowed per site (max 10ft x 10ft) and it must be kept in good condition. Gazebos must be anchored to a deck and be located beside the trailer.
78. Picnic Shelters can be put up temporarily but not on a permanent basis.
79. All trailer and wood deliveries must be approved by the Owner. Seasonal Occupant must be on site to receive deliveries.
80. Please note that construction is not permitted on long weekends, before 8am and after 8pm, unless authorized by Owner.
81. Maintenance work on RVs/trailers is only to be carried out by contractors approved by the Resort. All contractors working must present proof of \$2,000,000 liability insurance and a WSIB Certificate to the owner.

**VISITORS**

82. Seasonal Occupants are not allowed to share, loan or rent their trailer to others.
83. A Seasonal Occupant must be present when visitors are on Resort Property.
84. Maximum 8 people overnight on a site (includes Seasonal Occupants, family and visitors).
85. Visitor fees apply to anyone not listed on the License of Occupation.
86. Visitors must arrive during store hours, or make arrangements with staff prior.
87. All visitors must call and sign-in upon arrival. Do not open the gate for visitors.
88. All visitor vehicles must park in the visitor parking area.
89. Unregistered visitors will result in a \$35 fine per visitor and will be charged to the Seasonal Occupant's account.
90. 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.

**PETS**

91. 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.
92. All pets must be leashed and supervised at all times. Dogs are allowed off-leash only in the dog off-leash area.
93. Dogs may be on tie-outs of a maximum of 8ft, as long as the dog stays within the site boundary and is supervised.
94. The Occupant is responsible for any mess or damage that their pet causes at the Resort. Pet owners must pick up all pet waste in a timely manner and dispose of it properly in a plastic bag at the main garbage dumpster or at the dog park.
95. Pets are not allowed in any buildings, playground, games area, pool area, gazebos, in the lake or on the beach.
96. All dogs are subject to the Dog Owner's Liability Act of Ontario.
97. The Resort is located in a rural area. The Owner recommends taking precautionary steps to protect RVs/trailers from being damaged by wildlife. 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.

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- 98. 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. Illegal dumping of garbage can lead to fines or a termination of the License of Occupation.
- 99. Ash from firepits should be cooled, and then dumped in the designated aluminum cans only.
- 100. Recycling bins are for bottles, cans, hard plastics and cardboard. Recycling must be loose or in clear bags.
- 101. Glass containers are not permitted in common areas, playground, pool, beach, gazebos or buildings.

**PRIVACY and SECURITY**

- 102. All persons found on the property without granted access will be evicted immediately.
- 103. 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.
- 104. 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.
- 105. Trailers must not have locks on the hitches in case they need to be moved in an emergency (eg. Fire).
- 106. Security gate passes are for the Seasonal Occupants only. They 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.
- 107. The use of drones is prohibited on Resort property.
- 108. Filming on the Resort for commercial purposes is prohibited, unless approved by management.
- 109. 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.
- 110. **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.

**SELLING OF TRAILERS/DECKS/SHEDS ETC**

- 111. The Resort does not permit selling trailers on the Resort Property. Selling of decks, sheds, gazebo, firepits must have prior written approval of the Owner. The Owner has the right to withhold consent at its absolute discretion.
- 112. Any trailers 15 years old or deemed not to be in good condition will not be allowed to remain in the resort.
- 113. All decks must be removed upon exit or sold to the resort. No selling of decks is allowed.

**CONDUCT**

- 114. Resort staff regularly monitors social media posts for slanderous, false, and inappropriate comments that negatively reflect on the Resort, other campers, employees, or management. These types of posts will not be tolerated and will result in the termination of this License with no refund. Complaints or concerns should be brought directly to management for resolution.
- 115. Ontario Law requires that alcoholic beverages are allowed on campsites only. No alcohol in common areas.
- 116. 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.
- 117. No smoking/vaping of cannabis is permitted on Resort Property.
- 118. No smoking of tobacco/e-cigarettes/vaping in or near any buildings, gazebos, playground, jumping pillow area, pool area, lake or beach area. Please ensure that smoking/vaping does not affect the enjoyment of neighbours.
- 119. Fireworks, Chinese lanterns, firearms, pellet guns, paragliders or air guns are not allowed on resort property.
- 120. 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 removal from the resort, and immediate termination of the License of Occupation.
- 121. 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.
- 122. 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, trailer or vehicle on the Resort whether belonging to the Owner or any guest.
- 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.

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Initials Seasonal Occupant 2

Initials Owner