

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/>. The Resort 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.

Definitions: 2256303 Ontario Ltd. Operating as Blue Sky RV Resorts – Hereafter referred to as the "Resort". 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 Resort reserves the right to terminate the License of Occupation should the Seasonal Occupant(s), his/her eligible family members, and visitors breach the License of Occupation and/or the Resort Rules.
2. If the license of occupation is terminated by Blue Sky RV Resorts 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 or deposits paid to the Resort. No other refunds available.
3. 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.
4. The Resort is not to be used for a mailing address and any mail or courier received will be returned to sender.
5. There is no access to the Resort when it is closed from October 11 – May 9th.
6. Seasonal site fees include 2 adult Seasonal Occupants, 3 dependent children under 25 living at home/or 3 grandchildren under 18, one RV/travel trailer, 2 vehicles and 2 dogs. Extra fees apply extra children, dogs, vehicles, ATVs, boats, etc.
7. Seasonal Occupants are responsible for checking the website/Info Board on a regular basis for notices/updates.

PAYMENT OF FEES

8. All deposits and seasonal site fees are non-refundable. All fees are based on prepayment.
9. Site fees and all other charges are due May 1st. Failure to pay fees in full by May 1st will lead to an immediate termination of the License of Occupation and/or a late fee of \$500, at the discretion of the Resort. The trailer and all belongings must be removed by May 7th, or the Resort 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.
10. If a License of Occupation is re-instated, a fee of \$395+HST fee will apply plus the late fee.
11. On September 15th, a deposit of \$1200 and a new signed License of Occupation is due to renew and secure the site for the next season. If the current Seasonal Occupant fails to meet this deadline, the Resort may release and sell "the site" to another client. If the deposit is paid past the due date, a fee of \$395+HST applies to reinstate the new License of Occupation. The Seasonal Occupant may have to move their trailer and belongings to a different site and pay the allocated seasonal fee for the new site.
12. 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 30th. If a trailer is left on the property after September 30th, the Resort will remove 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.
13. Winter storage of RV is included in seasonal fees. There is no discount if winter storage is not used.
14. If the Seasonal Occupant elects to terminate this license early i.e. before the end of the term (September 30th). They hereby agree that they will not be refunded any monies paid for seasonal fees. Once the trailer and belongings are removed from "The site" it will be considered vacant and the resort has the right to move a new client into the site.
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. The Seasonal Occupant will have no further access to the property without permission from the Resort.

ELECTRICITY

16. All electricity meters and electricity boxes are property of the Resort. 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.
17. 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 e-transfer. Failure to pay electricity bills within 15 days will result in electricity services being disconnected and a \$125 disconnection fee.
18. No charging of electric vehicles is permitted at the Resort.
19. Garden hoses cannot be hung on meter posts or near plugs or meters.

RECREATIONAL FACILITIES and SAFETY

20. All Recreational facilities on the Resort property are unsupervised; Seasonal Occupants, their families and their visitors 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.

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22. The swimming pond 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 or beach area.
23. The Jumping Pillow is unsupervised, and children under the height of 52 inches 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 under 13 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. 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. 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 Resort deems to be disturbing to other users of the resort. During quiet hours, maximum 8 people on each site. During the day maximum 12 people on a site.
32. The Resort speed limit is 10km/hr. Please obey all traffic signage.
33. Anyone operating a motorized vehicle must have a current driver's license and proof of insurance.
34. 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 visitors 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 Resort's property.
35. 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.
36. Extra vehicles/boats/kayaks/canoes utility and ATV trailers must be approved by the Resort. Extra fees apply.
37. 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.
38. 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.
39. Golf carts are not allowed in the resort, with the exception of management.
40. Repairs and maintenance of cars or any other vehicles are not permitted on the resort.
41. Drivers of electric scooters, segways and e-bikes must have a valid G2 driver's license and be over 18 years.
42. Seasonal Occupants must inform the Resort if trailers are to be moved in and out of the Resort.
43. No firewood, kindling or scrap wood is permitted from outside the resort. All firewood must be purchased through the resort. Fines may be charged for violation of this rule. Wood piles must be kept neat and at the rear of the site.
44. Seasonal Occupants are responsible for purchasing their own fire ring and setting up their fire pit. Campfires cannot be greater than 2ft high and 3ft wide. Campfires must not be left unattended. Firepits must be located 10' from an ignition source.
45. In the case of a fire ban, the Resort will follow the directives of the fire department, and will post signs.
46. Water restrictions must be followed when implemented by the Resort. Conservation of water should be practiced as the Resort is on a well.
47. 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.
48. Concerns about septic hookup should be brought to the Resort immediately. Seasonal Occupants should not tamper with septic lids, septic tanks or equipment. No dumping of tanks on ground. Violations will lead to fines/termination.
49. Laundry machines in RVs are not permitted to be used at the Resort. Laundry room is available for a fee.
50. Black water valves cannot be left open. They should be left closed until the tank needs to be emptied.
51. Occupants must use septic-safe, biodegradable toilet paper. Only biodegradable products may be added to holding tanks. No bleach, anti-bacterial products, formaldehyde cleaners.)
52. Vehicles and trailers can be washed with pressure washers only, and not from 5pm Friday to 12pm Sunday.
53. All trailers/RVs brought into the Resort must be 10 years or newer, and are subject to approval by the Resort.
54. 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. In the event that the Resort 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 Resort reserves the right to terminate the License of Occupation Agreement.
55. The Resort has the right to enter the site for site maintenance, correct property standards, cleanliness and any other issues as needed. The Resort has the right to move trailers, decks, sheds and any other belongings in the case of urgent matters such as emergencies, tree maintenance etc.

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56. All items must be stored in sheds, not underneath trailers. All refrigerators must be concealed.
57. Tarps, clear plastic are not permitted on trailers.
58. One RV mat in good condition is allowed by the entrance of the trailer.
59. A maximum of 3 propane bottles is 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.
60. No clotheslines, playgrounds, bouncy castles, trampolines, car ports, kiddie pools, tents are permitted on sites.
61. Grass cutting is the responsibility of the Seasonal Occupant. If grass is over 4", the Resort will cut the grass and fees apply.
62. Trees, shrubs or plants anywhere on the property including the site must not be cut or modified without permission.
63. Do not attach anything to trees. Putting screws/nails into trees is prohibited as it damages the trees.
64. Blue Sky RV Resorts has approved guidelines for Decks, Sheds, Gazebos, Walkways and Firepits listed on the website.
65. Prior to making site changes, Occupants must submit a **Site Design Form** for written approval prior to installation. These changes include: decks, sheds, fire pits, gazebos, gardens, trees/shrubs, walkways, any stones, flower beds, shrubs/trees, satellite dishes, flags, stakes, signs or flagpoles. Structures not pre-approved or in compliance with these guidelines will be removed by the Resort at the Occupants expense.
66. 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.
67. All decks must be removed upon exit or left on site for the resort. No selling of decks is allowed on property.
68. No skirting around base of trailers, lattice or boxing in of 5th wheel gooseneck is allowed.
69. No patio stones, astroturf, interlock, gravel, pea stone, lattice, astroturf, residential carpet allowed on sites.
70. Landscaping changes (i.e., gravel, firepit stones, sod, trees, shrubs, flowers) will become the property of the Resort when the license of occupation is terminated.
71. All flower beds must be within 3 ft border from the trailer and cannot block removal of the trailer.
72. One vinyl shed is allowed per site, max 8ft x 8ft for storage purposes. Placement of sheds must be approved.
73. 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.
74. Picnic Shelters can be put up temporarily but not on a permanent basis.
75. All trailer and wood deliveries must be approved by the Resort. Seasonal Occupant must be on site to receive deliveries.
76. Please note that construction is not permitted on long weekends, before 8am and after 8pm, unless authorized by Resort.
77. 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 Resort.
78. Seasonal Occupants are not allowed to share, loan or rent their trailer to others including other family members.
79. One of the listed Seasonal Occupants must be present when visitors are on Resort Property.
80. Maximum 8 people overnight on a site (includes Seasonal Occupants, family and visitors).
81. Visitor fees apply to anyone not listed on the License of Occupation. Visitors must arrive during store hours, or make arrangements with staff prior. All visitors must call and sign-in upon arrival. All visitor vehicles must park in the visitor parking area. Unregistered visitors will result in a \$35 fine per visitor and will be charged to the Seasonal Occupant's account.
82. 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 Resorts for any damages to the site or Resort property caused by the Seasonal Occupant, their family or visitors.
83. No animals, other than dogs and cats may occupy RVs without written permission of the Resort. A maximum of 2 dogs or cats may occupy a seasonal site, with a maximum combined weight of 80lbs. The Resort 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 Resort 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.
84. All pets must be leashed and supervised at all times. Dogs are allowed off-leash only in the dog off-leash area. Dogs may be on tie-outs of a maximum of 8ft, as long as the dog stays within the site boundary and is supervised. The Occupant is responsible for any mess or damage that their pet causes at the Resort. Pet Resorts 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. Pets are not allowed in any buildings, playground, games area, pool area, gazebos, in the lake or on the beach. All dogs are subject to the Dog Resort's Liability Act of Ontario.
85. The Resort is located in a rural area. The Resort recommends taking precautionary steps to protect RVs/trailers from being damaged by wildlife. The Resort 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.
86. 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. Ash from firepits should be cooled, and then dumped in the designated aluminum cans only. Recycling bins are for bottles, cans, hard plastics and cardboard. Recycling must be loose or in clear bags.
87. Glass containers are not permitted in common areas, playground, pool, beach, gazebos or buildings.

PRIVACY and SECURITY

88. All persons found on the property without granted access will be evicted immediately.

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89. 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.
90. All trailers must be fitted with a fire extinguisher, a functioning smoke alarm and 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.
91. Trailers must not have locks on the hitches in case they need to be moved in an emergency (e.g. Fire, tree maintenance).
92. 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.
93. The use of drones is prohibited on Resort property.
94. Filming on the Resort for commercial purposes is prohibited, unless approved by management.
95. The area by the barn, behind the berm, the owner's residence, and the east entrance to the resort are private property.
96. **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.
97. The Resort does not permit selling trailers on the Resort Property. Selling of sheds, gazebo, firepits must have prior written approval of the Resort. The Resort has the right to withhold consent at its absolute discretion.
98. Any trailers 15 years old or deemed not to be in good condition will not be allowed to remain in the resort.

CONDUCT

99. 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.
100. 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 Resort.
101. No smoking/vaping of cannabis is permitted on Resort Property.
102. 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.
103. Fireworks, Chinese lanterns, firearms, pellet guns, paragliders or air guns are not allowed on resort property.
104. 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.
105. 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 Resort, staff, Seasonal Occupants, or other campers. The Resort 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.
106. Where the behaviour of the Seasonal Occupant or their visitors causes other occupiers of the resort to be deprived of the enjoyment of their RV/trailers, or the behaviour towards Resort/Resort employees is so unreasonable, shorter notice of termination of the Agreement may be given by the Resort.
107. Upon information or the belief of the Resort 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 Resort 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 Resort or any visitor.
3. Breaching any obligation under the License of Occupation, or Resort Rules
4. Misuse of security passes, unregistered visitors
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 Resort, Management, employee, seasonal occupant or visitor at the resort.

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