

# LICENSE OF OCCUPATION

**BETWEEN:**

\_\_\_\_\_  
(Complete Legal Name)

CAMPGROUND OWNER/OPERATOR (Hereinafter the "OWNER")

- AND -

Name: \_\_\_\_\_ Date of Birth: \_\_\_\_\_  
(Site User/Contracting Party: hereinafter the "OCCUPANT") #1

Name: \_\_\_\_\_ Date of Birth: \_\_\_\_\_  
(Site User/Contracting Party: hereinafter the "OCCUPANT") #2

**PERMANENT HOME ADDRESS:** \_\_\_\_\_

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

**Telephone:** Home.: \_\_\_\_\_ Cellular: \_\_\_\_\_

**Address on the Driver's License the same as the Permanent Home Address:** Yes No

Insurance Company Name \_\_\_\_\_ Policy # \_\_\_\_\_

Campground assigned on policy as co-insured Yes No

Period of coverage From \_\_\_\_\_ To \_\_\_\_\_

Vehicle Licence Plate #: \_\_\_\_\_ E-mail Address: \_\_\_\_\_

The Owner has agreed to grant a license to the Occupant to use the following site with the services specified:

Site: \_\_\_\_\_ (the Site) at \_\_\_\_\_ (the Park)  
(Campground Name/Address)

The license of use of the Site by the Owner to the Occupant shall be in consideration for and subject to the following terms and conditions: A \_\_\_ day license for a term commencing on the \_\_\_ day of \_\_\_\_\_, 20\_\_\_, and expiring on the \_\_\_ day of \_\_\_\_\_, 20\_\_\_. It is expressly acknowledged that there is no representation or assurance by the Owner to the Occupant that this license will be renewed annually and absent any written agreement of renewal of this license for any period, the Occupant shall vacate the site at the end of the term.

**The Park is closed from \_\_\_\_\_ to \_\_\_\_\_ with no water, sewer, road clearing, or other services and only pre-authorized, limited access to the Site will be permitted.**

License charge for use of the Site is \$ \_\_\_\_\_ plus \$ \_\_\_\_\_ 13% HST per \_\_\_\_\_ (month or year) plus the following:

Water (cost) \_\_\_\_\_ Hydro (cost) \_\_\_\_\_ Water Testing Charges \_\_\_\_\_ Other (cost) \_\_\_\_\_

The Occupant and following persons may use the site, provided this License is operative and in good standing:

Name: \_\_\_\_\_ Relationship to Occupant: \_\_\_\_\_ Date of Birth: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

The Occupant agrees to abide by the terms of this license agreement, and to ensure other permitted Site users abide by the terms of this agreement.

## License of Occupation continued

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 seasonal camping takes place.

1. It is agreed by the parties that the intended use for the Site is for seasonal recreational and vacation purposes only. The Park is designed and intended for use-for seasonal or temporary campground and recreational use only and as such the trailer on site cannot and shall not be used as a permanent or principal residential or home address.
2. 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 Park Closure. As well, during any use of the specified site by the Occupants, the Occupants shall maintain a permanent residential premises elsewhere than at the Park that the Occupants have unlimited access to and it is acknowledged by the Occupant that zoning for the Park prohibits residential uses of Sites in the Park.
3. It is agreed and understood between the Owner and the 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
4. It is agreed and understood between the parties that the words "seasonal" or "temporary periods of time" as set out in paragraph 2 above may include periodic or recurrent use pertaining to all seasons of the year but shall not include use of the Site when the Park is closed.
5. This license is for the occupation of the Site only and the Occupant acknowledges that he is a licensee with respect to any facilities assigned to him and is deemed to have willingly assumed, without restriction, all risks arising out of his use of the Site and the Park.
6. All charges for a deposit, storage, rent, services, etc., are due and payable when invoiced (a schedule of deposit and added charges is attached to this License Agreement)
7. All deposits are non-refundable and are held against the final balance owing in any year. The deposit is forfeited as liquidated damages and not as a penalty upon breach of any term of this agreement.
8. In addition to the Site, the Occupant shall have the use in common with others so entitled to all common areas provided without additional charge. 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.
9. In addition to the foregoing, the 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 Occupant which additional charges shall be payable immediately upon receipt of any notice or demand for payment received by the Owner and conveyed to the Occupant.
10. The Occupant shall not cultivate, produce or distribute cannabis anywhere on Park lands, the Site, or in the Occupant's trailer.
11. Lawful consumption of alcohol or any other substance that may impair cognitive judgment and mobility, and the smoking of tobacco, cigarettes, or cannabis, is permitted on the Occupant's Site only and is prohibited in all common areas of the Park unless otherwise permitted as designated in the Park Rules; however, in the event that consumption or smoking on the Site is the subject of valid nuisance complaints by other Occupants or their visitors, as determined solely by the Owner, then the Owner may further restrict such on Site consumption or smoking as deemed by the Owner to be appropriate.
12. The Occupant hereby acknowledges receipt of and agrees to be bound by the terms and conditions of the Rules of the Park as presently in existence, being Schedule A hereto, or as may be reasonably established

## License of Occupation continued

or at the discretion of the Owner modified from time to time. The provisions of this License and any Rules are subject to compliance with the provisions of the *Human Rights Code*. Amendments to this license, at the

sole discretion of the Owner, may be instituted with written notice to the Occupant. If the Occupant objects to the amendment to the Park rules, the Occupant may, upon written notice to the Owner within seven (7) days of receipt of such amendment, terminate the license and leave the Park within 14 days of delivery of written notice to the Owner with no penalty.

13. The Occupant hereby undertakes and agrees that he will inform any family members and guests, visitors or other persons attending at the Occupant's Site as to the Park rules, from time to time. The Occupant is responsible for the observance of the Park Rules personally or by his permitted family members, guests, visitors or other persons attending at the Occupant's site or in the Park with the Occupant's permission or knowledge.
14. Any failure to remit any payments required under the terms of this agreement and any breach of any of the Rules of the Park by the Occupant, his permitted family members, guests, visitors or other persons attending at the Occupant's Site, shall be deemed to be a breach of this license and this license may be immediately terminated at the option of the Owner.
15. The Occupant hereby authorizes and directs the Owner, upon termination of this license for any reason, to act as the Occupant's agent for the securing and/or removal of any of the Occupant's property from the above Site, or elsewhere in the Park, and the Owner shall not be liable for any damages thereby occasioned.
16. The Owner assumes no responsibility for, nor shall it be named as liable for any loss through fire, theft, Park closures due to circumstances beyond control of the Owner including an "act of God", flooding, power outages, forest fires, sewage or water system failures, nor shall the Owner be legally responsible in any way for collision or otherwise to trailers, additions, improvements or cars or their contents, regardless of cause. The Occupant agrees that the use of the Park or its facilities is solely at the risk of himself, his family and guests. The Occupant, his family and his guests, for themselves, their heirs, executors, administrators, successors and assigns HEREBY RELEASE, WAIVE AND FOREVER DISCHARGE the Owner, his agents, servants, successors and assigns OF AND FROM ALL CLAIMS, demands, damages, costs, expenses, actions and causes of action, whether in law or equity, in respect of death, injury, loss or damages to himself, his family or guests or their property HOWSOEVER CAUSED, arising or to arise by reason of occupation of the above mentioned site and use of the Park or otherwise, whether prior to, during or subsequent to this AND NOTWITHSTANDING that the same may have been contributed to or occasioned by the negligence of any of the aforesaid. The Occupant further undertakes on his own behalf and on behalf of his family and guests to indemnify all the aforesaid from and against any and all liability incurred by any or all of them arising as a result of or in any way connected with the license.
17. The 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 Occupant, his permitted family members, guests, visitors or others attending at the Occupant's Site with the 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.
18. The address for notification to the Occupant of a Notice to be given under the term of this license, or otherwise, shall be at the permanent home address of the 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.
19. In the event of any default of any of the terms and conditions of this License agreement, including a breach of the Park Rules, and except where otherwise stated, 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 terminate this License agreement and re-enter upon the above Site and repossess it.

## License of Occupation continued

- b) To sue for any overdue payments or damages arising out of a breach of this license together with interest, (at the Courts of Justice Act Rate), Legal Costs together with any other costs of any nature or kind which may be incurred in repossessing the Site and collecting overdue payments or damages.
  - c) To seize any goods or property on the Site subject to any applicable provisions of the law and to sell the same to recover any monies or damages owing.
  - d) To bar the Occupant, members of his family, guests, visitors or other persons attending at the Occupant's Site or at the Park with the Occupant's permission from:
    - i) staying past 8:00 p.m. on any night of the aforementioned fourteen (14) days;
    - ii) attending or participating in any common activities as may be held in the Park.
20. The Occupant acknowledges and agrees that no sales shall be advertised or conducted on any Site and the Owner strictly reserves the right to act as the exclusive sales agent within the Park with respect to the sale of any trailer or structure.
21. This license is personal to the Occupant and is not assignable unless the Owner consents, which consent may be unreasonably refused.
22. In the event that this Site shall be repossessed under the terms of this license, any goods including any trailer that the Occupant has left on the Site shall be deemed to be an article as defined by the *Repair and Storage Liens Act* of Ontario, (hereinafter referred to as "the Act"), 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 Occupant will be responsible for any storage costs and moving costs incurred, together with any outstanding rent or charges or any other monies due under this agreement and the Owner may recover costs and/or monies owing in accordance with the provisions of the Act.
23. Notice is hereby given that entry to the Park is permitted only for activities conducted in accordance with this license and the Rules 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.
24. The Occupant of the Site shall exercise such care as is reasonable in the maintenance of the Site during the term of his License 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 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.
25. No add-ons, additions or Site improvements shall be incorporated without prior written approval of the Owner. If such approval is granted, such add-ons, additions or improvements must be incorporated so as not to impede the expeditious vacating of the Site and removal of the Occupant's property.
26. 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 Occupant 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.
27. By his/her signing of this license the 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.
28. The Occupant further agrees that while his trailer and equipment of any nature is on the Owner's premises, he will not hire or permit any person or any company, other than the Owner to perform any labour thereon or to make installation of equipment thereof; it being understood that the owner does not permit any competitive labour or services to be performed on its premises without its express written authorization. The foregoing

**License of Occupation continued**

limitation is not intended to prevent the Occupant or his family from doing such work provided such work is done in accordance with all pertinent laws and/or regulations and has been approved in writing by the Owner.

Once such work is approved the Occupant shall provide the Owner a true copy of Worker's Compensation coverage or liability insurance if self-employed.

- 29. The Occupier 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
- 30. If the Occupant shall become bankrupt then accruing License charges together with the License charges 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 License charge and additional License charges shall be recoverable by the Owner as if it were License charges in arrears.
- 31. The 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 Park 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 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.
- 32. 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.

This License of Occupation form is prepared for the exclusive use by members of The Ontario Private Campground Association. Any unauthorized use of this License form is prohibited.

This Agreement signed on the date noted below shall be binding upon the heirs, executors, administrators and permitted assigns of the parties hereto.

Name of Owner (print)	Date	Check this box if you are signing the licence electronically. This represents your signature. You must fill out the date.
Name of Occupant 1 (print)	Date	Check this box if you are signing the licence electronically. This represents your signature. You must fill out the date.
Name of Occupant 2 (print)	Date	Check this box if you are signing the licence electronically. This represents your signature. You must fill out the date.

I, the named Occupant for the specified site acknowledge providing the personal information pursuant to this license agreement and confirm the accuracy of the same. Occupant 1

**I, the named Occupant consent to the collection and disclosure of this personal information for the use by the owner as required from time to time to administer and enforce this agreement.** Occupant 2

I, the named Occupant 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. Occupant 1  
Occupant 2

I, the named Occupant 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. Occupant 1  
Occupant 2

## SCHEDULE "A" TO LICENSE OF OCCUPATION

### RULES OF THE PARK - WINDMILL FAMILY CAMPGROUND

BETWEEN: DEN HOLLANDER PROPERTIES - WINDMILL INC

#### A. GENERAL RULES AND REGULATIONS

1. The owner reserves the right to amend the park rules from time to time without notice to the occupant. The most current copy of the park rules is posted on [www.windmillfamilycampground.com](http://www.windmillfamilycampground.com)
2. The owner **reserves the right to terminate this Agreement, should the occupant not comply with the terms of this Agreement. In the event the owner terminates this Agreement the occupant shall remove their RV trailer, added rooms, shed and ALL personal property from the site on or before the date set out in the notice of termination delivered by the owner to the occupant. A failure to remove all property will result in the property being removed and disposed of at the occupants cost. Any refund of the seasonal camping fee would be at the sole discretion of the owner.**
3. A reservation fee of \$400 paid by September 1 entitles an occupant to use the campground for winter storage (no services, and unsupervised) at their own risk October 31 to May 1. The reservation fee is non-refundable.
4. Absolutely no entry to park outside of the camping season without permission from the owner.
5. There is no refund if an occupant vacates their site before October 31. The lot will be considered vacant and the owner has the right to rent the lot out.
6. Hydro is metered and billed by management on each site and must be paid by the due date on the invoice. A \$5 meter reading fee applies to each reading.
7. All additional fees will be made available in the campground store.
8. The owner will charge a \$40 fee for any NSF cheques.
9. All complaints must be in writing delivered to the owner.

#### B. PERSONAL INFORMATION

1. Ontario law prohibits the sharing of any occupant's personal information. We will not provide any personal information about you, your children or your guests without written permission/instruction by you as the primary registrant of the campground site. If required, we must submit limited or greater information on the request by any authority of the law.
2. If more than one person will be paying bills or dealing with the office in regards to your site, make sure we have them listed as occupants of the site. Anyone not listed on the contract will not be given any information about the status of accounts, etc.

### C. MAIL & MESSAGES

1. No mail will be received or delivered to the occupants of the campground. Any mail received for campground occupants by the office will be returned to sender.
2. Personal messages will not be accepted at the office or passed along to campers.

### D. SITES

1. A maximum of 2 adults and 4 children under the age of 18, or a single family of parents and their children living at the same address, are permitted on each site.
2. A maximum of 2 licensed, plated, and insured vehicles may be on each site. All vehicles must be in good state of repair not leaking oil, antifreeze or any other substance that could contaminate the campground. It is at the owners discretion to have a vehicle removed immediately if it does not meet these requirements.
3. All campsites are for one trailer only.
4. The campsites are not to be used for storage of non essential camping items including snowmobiles, recreational vehicles, more than one lawn mower, canoes.
5. Only one tent is allowed on each site for guests and for a maximum of 3 days at a time.
6. The Occupant, their family, guests and invitees shall maintain the trailer, and any improvements as well as the campsite and any campsite improvements in a clean and tidy condition. Do not allow any refuse, garbage or other loose and objectionable material to accumulate on or around the property.
7. Both line & umbrella type clotheslines are not permitted on the site.
8. A second fridge is only permitted on the campsite if it is stored inside a shed and secured by a lock at all times.
9. The campground operates on a well; therefore, conservation of water is very important. Normal use of water is permitted unless we are in a drought, then water restrictions will be posted water in the park and the park website.
10. When leaving or vacating a site for the offseason, or permanently, the site must be left clean and free of debris, nails, wood, garbage. All outdoor furniture must be removed or stored indoors or fixed to trailer so that it does not blow away. The park reserves the right to bill any occupant a cleanup fee for labour and landfill fees at the market rate for junk removal contractors in South Western Ontario.

### E. TRAILERS, IN PARK TRAILER SALES, AND NEW PARK MODEL SALES

1. All trailers and park models must be approved by management before entering the park. The park will only accept trailers 15 years of age or newer to enter the park. Exceptions may be made to older trailers or park models in exceptional shape, at the

full discretion of the Park. Existing Trailers over 20 years old may not be sold, transferred, leased or assigned on the park grounds but are permitted to stay in the park if in good condition and upkeep, are kept clean and pass all safety requirements including propane, plumbing and electrical inspections. ALL trailers must be in a good state of repair and management reserves the right to deny or have a trailer removed, at the occupants expense, should the trailer not meet these requirements, at managements discretion.

2. No trailer sales shall be advertised or conducted on any site as per clause 20 of the License of Occupation. Trailers For Sale may be posted with management approval in the trailer store, and on the [www.windmillfamilycampground.com](http://www.windmillfamilycampground.com) website for a fee of \$125 per listing and a commission of 4% + HST of the sale value of the trailer.
3. All trailer sales, transfers, or changes to lot rental agreements on the park grounds are subject to a fee.
4. All trailers must have grey and black water holding tanks with valves for dumping.
5. Only electrical connections with standard 30 amp plug and 10 gauge wire are allowed for trailers.
6. All trailers are required to have working Carbon Monoxide and Smoke Alarms. All propane devices (including tanks) and systems must be compliant with municipal, provincial, and federal laws. Proof of compliancy may be required by management at any time.
7. **Windmill Family Campground is a Northlander Industries (Exeter, Ontario) General Coach (Hensall, Ontario), Forest River Park Model Division, and Salem Destination Trailer Dealer. All new park model's and destination trailers must be purchased through Windmill Family Campground or will be subject to a pad fee. Information on trailer sales is located at [www.windmillfamilycampground.com](http://www.windmillfamilycampground.com)**
8. Management reserves the right to charge a Pad Fee of \$2500 + HST in the event management approves a park model from an outside park model/destination trailer manufacturer or dealer. It is the occupants responsibility to notify any outside dealer of this pad fee

#### F. SITE IMPROVEMENTS & BUILDING PERMITS

1. Construction or improvements of any kind to the trailer or the campsite must have written approval of the management as per clause #25,28 of the License of Occupation.
2. All decks are to be constructed from new pressure treated or new cedar wood or composite only. Decks must be built on deck blocks (floating), and built in sections that are easily moved if necessary. All decks must conform to building code standards and permit obtained from municipality if applicable.
3. No home-built Florida rooms, awnings, or roofs permitted. Approved manufactured structures only.
4. A maximum of one (1) shed is allowed on any lot. Placement and size (maximum of 99 square feet and 10 feet high) of shed depends on it not interfering with other's property lines, and upon approval of the owner. Sheds must be factory fabricated and not permanent structures. Sheds are to be used for storage purposes only.

Consult with the owner before purchasing or constructing a shed and obtain building permit if applicable.

5. After management has provided written approval for any site improvement (deck, utility shed, or addition to the trailer), the campsite occupant will comply with all zoning by-law requirements and other by-laws of the municipality, the Ontario Building Code Act and regulations there under and other legislation's affecting the subject site.
6. Any gravel or aggregate must be ordered through management. The park reserves the right to have only park approved suppliers deliver gravel or aggregate to any site.

#### G. SEPTIC SYSTEM

1. VERY IMPORTANT: The septic system may only be used for human waste, toilet paper, and typical wash water. Women's feminine products, diapers, food and other trash must be disposed of in the garbage. If you have any questions about personal waste disposal and sewer blockage please enquire with the owner.
2. Only approved products may be added to septic holding tanks. Chemicals that destroy the active enzymes and bacteria in the septic system are prohibited. i.e.: bleach, anti-bacterial products, many toxic cleaners. These can be purchased at the campground store.
3. Trailers must have holding tanks that are not left open to sewer. (SEWER TANK DUMP VALVES MUST BE LEFT CLOSED, AND OPENED ONLY WHEN DUMPING). Only products approved by the owner are to be used. Flex hose must use rubber donut.

#### H. LANDSCAPING

1. The Occupant, their family, guests or invitees shall not damage or remove the lawn, shade trees, shrubbery, or other trees or plants anywhere on the property, including the campsite without the owners permission. The Occupant shall be responsible to management for any damages to the campsite, the campground property, or its facilities or amenities, caused by the Occupant, his family, guests, visitors or invitees. (e.g. tree cutting)
2. The occupant is expected to cut their grass and keep their lots neat and presentable. At the owner's discretion, unmaintained lots will be cleaned up (including lawn cutting) at the Occupants expense at a price of \$100 per hour.
3. Due to below ground services, digging or placing of stakes is not permitted without prior written permission from the owner.
4. Modifications to the landscape of a campsite i.e. walls, gravel or paved drives, trees, shrubs, etc. will become the property of the Management when the agreement to occupy is terminated.

## I. FIRES

1. Do not transfer firewood (palettes included) into or out of the park due to the threat of invasive species. All firewood MUST be purchased through the campground store.
2. No open fires are permitted on the campsite, except in designated areas, i.e. fire pits. The Occupant, their family, guests and invitees are responsible to ensure that any fire is under control at all times and that such fire is fully extinguished after each use.
3. The burning of animal waste is strictly prohibited.
4. In the case of a drought, the Management will follow the actions of the municipality and enforce a fire ban; and will post in the park and on the website.

## J. GUESTS/CHILDREN/TEENAGERS

1. All guests visiting must register and pay a fee at the office, upon entering the park. Any visitor in the park after 11pm must pay the overnight fee.
2. Anyone under the age of eighteen is not permitted to be left in the park for prolonged absences day or night without parental supervision.
3. Children using any of the recreational facilities (pool and playgrounds) or equipment must be accompanied and supervised by an adult at all times. The owner does not supervise pool or playgrounds.

## K. PETS

1. Only non aggressive pets are permitted and the owner reserves the right to refuse entry to large or aggressive dogs.
2. All pets shall be leashed and supervised at all times unless supervised in the dog park.
3. All pets must have the necessary immunization and rabies shots, and the occupant is responsible for keeping a copy of the up-to-date records at their trailer.
4. Excessive barking will not be tolerated.
5. No pet may be tied on a lead without a handler and no chaining, caging or tethering of a pet outside of the trailer shall be permitted when the occupant is not at the site.
6. Pets are not permitted in pool area, sundeck, or playground.
7. It is the Occupant's responsibility to care properly for any pet and to clean and restore any areas of the campsite or the campground where mess or damage has occurred. The "stoop and scoop" rule applies and must be disposed of properly in a plastic bag and into the garbage dumpster not in any indoor garbage cans because of the odour.
8. All dogs are subject to the Dog Owner's Liability Act of Ontario, available at: [www.ontario.ca/laws/statute/90d16](http://www.ontario.ca/laws/statute/90d16)

## L. BICYCLES, COURTESY & SAFETY

1. No trespassing or cutting through other campsites.
2. Bicycles are only permitted to be ridden on the roadways within the campground. Bicycles must be ridden slowly and bike riders must exercise care and control at all times. Bike riding is not permitted after dusk unless properly equipped (i.e. light, helmet etc.)
3. If under the age of 18, you are required by law to wear an approved bicycle helmet.
4. Quiet enjoyment – no occupant shall create, permit the creation of, or continuation of any noise or nuisance that disturbs the comfort or quiet enjoyment of any other occupant or guest of the campground. No noise will be permitted outside of the trailer between the hours of 11:00PM and 7:00AM. Please operate lawn mowers and other noisy outdoor equipment after 8:00AM. If absolutely necessary, the owner may begin working earlier than said time and unfortunately may create some noise, but will try to keep the inconvenience to a minimum.

#### M. POOL RULES

THE SWIMMING COMPLEX IS UNSUPERVISED. SWIM AT YOUR OWN RISK.

1. The occupant must obey the rules posted at the pool.
2. If the pool gate is locked, stay out.
3. Deck furniture is to remain within the enclosure.
4. Dress appropriately for swimming and sun bathing; remember this is a family campground.
5. Children under 12 years must be accompanied by an adult or an agent above 16.
6. Always have a buddy; swimming is at your own risk. Remember, there is NO LIFEGUARD ON DUTY.
7. ABSOLUTELY no pets allowed in or around the pool or deck area.
8. No large floatation devices. No balls, toys etc. are permitted in the pool area.
9. Diapers are not allowed in the pool, please use infants swimmer diapers.
10. Please read and abide by all signs provided by our Local Public Health Unit that are posted at the pool.

#### N. FIREARMS & FIREWORKS AND OTHER RESTRICTED ITEMS

1. Any use of fireworks (including paper lanterns) or firearms is strictly prohibited for Occupants or their guests, unless you have written approval from campground management.
2. Paintball guns, air-soft guns, sling shots, illegal knives, bow and arrows are also prohibited.
3. Absolutely no hunting by any campground occupant, their family, visitors, guests of invitees on campground property.

## O. MOTORIZED VEHICLES

1. No motorized vehicles such as ATV's and/or mini bikes (electric or gas) are permitted in the park.
2. Golf carts permitted when indicated on Seasonal Camping Agreement, and registration sticker and lot # sticker affixed to golf cart. See Golf Carts information below.

## P. GOLF CARTS

The golf cart owner is responsible at all times for the supervision of their golf cart. Each owner **MUST** purchase liability insurance and provide a copy to the owner when registering their cart annually.

1. Any golf cart being used in the campground must be indicated on your Seasonal Camping Agreement and shall be subject to liability insurance requirements as per Seasonal Agreement
2. The occupant must purchase an annual golf cart registration sticker which must be placed on windshield of golf cart.
3. Only 1 golf cart is permitted per site.
4. It is also mandatory that your lot number be in at least 3" letters on the front of the cart.
5. The use of golf carts is restricted to only management **16 YEARS OF AGE OR OLDER. In the case a Windmill Family Campground Employee is under the age of 16, and is on paid duty, the park may grant permission only to that employee during his/her working hours.**
6. ALL riders **MUST** be seated. No more passengers than there are seats on the cart.
7. Golf carts are required to follow all posted speed limits and drivers are expected to drive in a responsible manner, and park only in designated areas within the park or on a campsite.
8. Impaired driving in a golf cart carries the same consequences as it does with a licensed vehicle on highways.
9. Golf carts are **ONLY** to be driven on roadways within the property lines of the park and **NEVER** on the public roads (side roads) surrounding the park. Absolutely no cutting through or entering other sites on park.
10. Golf carts are not to be operated after dark unless properly equipped with headlights and taillights. Flashlights are **NOT** permitted. Reckless use of golf carts is prohibited. If reckless use is observed, management will follow up with the golf cart owner, which may result in golf cart not being allowed on campground property.

## Q. GARBAGE DISPOSAL

1. Do not bring garbage from home to dispose of at the campground.
2. Properly bag, package, separate, and bind in plastic garbage bags and place in dumpster provided. Please keep doors shut so as not to attract wildlife. Do not throw waste above or around bin.
3. The garbage bin is for household garbage only. Do not dispose of electronics, appliances, furniture, propane tanks, etc. in the garbage and recycling bins. Disposal of large articles of garbage such as fridges, bicycles, beds and mattresses etc. are your responsibility and expense and are not to be left near the garbage bins. The owner reserves the right to bill any occupant, visitor or guest of the occupant for the cleanup and removal of such objects if improperly disposed of in the park.
4. It is prohibited to put fire-pit ash, branches, leaves, grass, garden refuse or wood in the garbage bins. Please check with campground owner on how these materials can be disposed of or composted.
5. Recycle your waste in the blue bin provided at the front of the park. Do not throw waste above or around bin. Management reserves the right to bill any occupant, visitor or guest of the occupant for the cleanup and removal of such objects if improperly disposed of in the park.
6. Diapers and animal waste is to be disposed of properly in the dumpsters and not the garbage cans inside any buildings because of the odour. Do not burn diapers or animal waste in fire pits.

## R. REC HALL/STORE, PAVILION, AND ALL OTHER BUILDINGS.

1. No pets, smoking, running or yelling in these buildings.
2. Be respectful of all the tables, chairs, and televisions.
3. The Recreation Centre can be used by all occupants, however: if the hall is being used by the Recreation Committee for a function, it is to be used at that time for the booked function only.
4. Clean up after yourselves, garbage in garbage bins, recycling in recycling bins.
5. Arrangements for the private use of the Recreation Centre must be made with the office prior to use.
6. PLEASE be respectful of others campers and keep bathrooms, showers, laundry room clean.

## S. WORK ORDERS

1. Occupants may request work to be done on their site or within the park. It is at managements discretion if such work is at the occupants cost, or at the cost of the park.
2. ALL POTENTIAL SAFETY HAZARDS MUST BE REPORTED THE OWNER IMMEDIATELY! All other issues must be presented at the front office during normal business hours.
3. Use of loader tractor and operator is available upon request at a fee to the camper.

T. PARK ENTRANCE/EXIT & TRESPASSING

1. You must use the front gated entrance/exit to enter and exit the park. Any other way of entry/exit is a breach of the park rules.
2. No one is permitted entrance onto neighbouring properties. If the owner does not own the property then you are trespassing.

U. SOCIAL MEDIA

1. No one shall post on the Windmill Family Campground Facebook Page anything that negatively reflects the campground, the owner or its employees. Please take care and respect of others when posting and sharing photo's.

RECEIVED BY:

I hereby certify that I have read and understand the rules and regulations as written above and acknowledge that breaching any of the above rules and regulations could result in my eviction without any refund or compensation. I have received a copy of this Agreement.

Dated at \_\_\_\_\_, this \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_\_

\_\_\_\_\_occupant written name

\_\_\_\_\_occupant signature

\_\_\_\_\_park management signature