



SHORT-TERM LICENSE TO OCCUPY AGREEMENT
(the "Agreement") November 2020

THIS AGREEMENT made as of _____

BETWEEN: _____

Resort/Campground Name

AND: _____

Guest Name

FOR THE PERIOD OF: _____ TO _____

WHEREAS:

- A. The Occupant wishes to use and occupy Campsite #_____ (the "Site") and the Campground has agreed to permit its use and occupancy on the terms and conditions contained in this Agreement; and
- B. The Campground and the Occupant wish to enter into this Agreement to document their respective rights and obligations with respect to the use and occupancy of the Site by the Occupant; and
- C. The full rate for the 28-day use of the Site by the Occupant shall be for 28 days plus applicable taxes and hydro. When the Occupant does not meet the 28-day commitment the daily camping rate of \$_____ shall apply (Oct-Apr); and
- D. Rates/Sites are subject to change. Summer (May-Sept) rate _____ has not been set at this time. This agreement is valid for the season period at check in only. A new agreement will be required each season. Rate changes will be given 28 days notice; and
- E. Having a credit card on file, with a limit high enough to pay the 28-day rate and your hydro usage, is mandatory. There will be a \$25 NSF charge that will be applied each day payment remains unpaid, for a maximum of 4 days. Following the 4th day, the 28-day rate will revert to the daily rate, this is currently \$___/night; and
- F. Those who wish to pay with debit card or cash may continue to do so, however payment is required before your current 28-day concludes.
- G. THIS AGREEMENT WITNESSES THAT in consideration of the Site and the mutual covenants and the agreements hereinafter contained, the parties agree as follows:

GRANT OF LICENSE

1. The Campground hereby grants to the Occupant the license to occupy and use the Site during the Term as defined in this Agreement and subject to all the terms and conditions of this Agreement (the “License”).
2. The License is personal and cannot be assigned or transferred. The Occupant must not sell, transfer, or assign the License and/or this Agreement without the prior written consent of the Campground and such consent is within the sole and absolute discretion of the Campground.
3. The terms and conditions of this Agreement and the License granted under this Agreement may be amended only if both the Campground and the Occupant agree to the amendment in writing.

OCCUPANT

4. In addition to the Occupant, the following adult and/or minor persons are permitted to occupy the Site:

<u>FULL NAME</u>	<u>DATE OF BIRTH</u>	<u>TELEPHONE NUMBER</u>

5. Only the Occupant and the person(s) identified in this Agreement are permitted to occupy the Site. Any additional Occupant(s) or person(s) apart from those identified in this Agreement must receive the prior written consent of the Campground to occupy the Site. The Campground’s acceptance of any additional Occupant(s) or person(s) does not otherwise change this Agreement or create a new License.
6. The Occupant must not permit any person(s) to use and/or visit the Site when the Occupant is not present at the Site absent the prior written approval of the Campground.
7. The Occupant acknowledges and agrees that the Occupant maintains the following permanent home address and contact information:

Permanent Home Address: _____
City/Town: _____
Province/State: _____
Postal Code/Zip Code: _____
Telephone Number (Personal): _____
E-mail address: _____
Emergency contact and telephone number: _____

8. Only the following recreational vehicle(s) and/or trailers are permitted at the Site:

	MAKE / MODEL / YEAR	LICENSE PLATE NUMBER
(1)		
(2)		

9. Only licensed, insured, and fully operational vehicles and/or trailers are permitted at the Site. No repairs on vehicles can be made on site.

10. Proof of vehicle insurance must be provided to the Campground upon request.

11. Renewal, extension, or amendment of the Term requires the prior written consent of the Campground, and such consent is within the sole and absolute discretion of the Campground. The Occupant acknowledges and agrees that there is no assurance or guarantee that any time beyond the Term will be renewed, extended, or otherwise amended by the Campground.

12. Either party may terminate this agreement with 14 days' notice for no reason whatsoever. No notice is given by campground if late on payments or unacceptable behavior is exhibited.

13. Only those facilities checked below are available at the Campground and may be used by the Occupant and the person(s) identified in this Agreement for the Term of this Agreement:

- Laundromat Washrooms _____ _____
 _____ _____ _____ _____

14. Failure to remit any payments required to be made to the Campground under the terms and conditions of this Agreement constitutes a breach of this Agreement for which the Campground may, at its sole and absolute discretion, terminate this Agreement and the License granted hereunder in accordance with the terms and conditions of this Agreement.

USE OF THE SITE

15. All vehicles must always be in good working order and have valid insurance.

16. Pets must always be on a leash and cleaned up after. Any pets causing noise issues will be asked to be removed from the resort.

17. The Site is intended for temporary, seasonal, recreational and vacation purposes only. **No structures can be on site. ie. Sheds, Freezers (unless agreed upon), Decks, Hot tubs etc. (but not limited to).**

18. The Occupant acknowledges and agrees that the License to use and occupy the Site is for a temporary Term, and the Occupant maintains and will maintain a permanent residence outside of the Campground as identified in this Agreement.

19. Use and occupation of the Site is only permitted for the Term of this Agreement and may be further restricted by periods of the Campground's closure. Closure of the Campground is at the sole and absolute discretion of the Campground.

20. The Occupant acknowledges and agrees that the Campground and/or its staff or agents shall have unrestricted access to the Site and common areas for maintenance, operations, servicing, development,

and security.

21. The Occupant acknowledges and agrees to comply with and observe all rules and regulations that the Campground may adopt from time to time, including but not limited to the rules and regulations as identified in the Park Protocol.

22. The Campground Rules may be amended from time to time by the Campground at the sole and absolute discretion of the Campground.

23. The Occupant acknowledges and agrees to inform all guests, invitees, or visitors of the Site of the Campground Rules. The Occupant is responsible for ensuring that all guests, invitees, or visitors of the Site comply with the Campground Rules.

24. The Occupant acknowledges and agrees to use and occupy the Site in compliance with all applicable federal, provincial, and municipal laws and regulations.

25. Failure to comply with the Campground Rules and/or all applicable federal, provincial and municipal laws and regulations by the Occupant, or the Occupant's guests, invitees or visitors, constitutes a breach of this Agreement for which the Campground may terminate this Agreement and the License granted by this Agreement in accordance with the terms and conditions contained herein.

26. The Occupant is prohibited from making any permanent additions, improvements, or changes to the Site or any Site facilities.

27. The Occupant acknowledges and agrees that the Site is being provided to the Occupant on an "as is, where is" basis and that the Campground has no obligation whatsoever to maintain, repair or improve the Site in any way.

28. The Occupant must not do, permit to be done, or fail to do anything that may void the Campground's insurance or increase the Campground's insurance premiums. The Occupant is responsible for any loss, damage, or costs resulting from the Occupant's use and occupancy of the Site and/or failure to comply with any terms of this Agreement.

INDEMNIFICATION AND RELEASE

29. The Occupant does for themselves, their heirs, executors, administrators, successors and assigns hereby releases, waives and forever discharges the Campground, its agents, servants, successors, employees, volunteers and assigns from any and all claims, demands, damages, costs, expenses, actions, causes of action, whether in law or in equity, in respect of death, injury, loss, damage, or expense however so arising or to arise by reason of using and/or occupying the Site, the common areas, the Campground or otherwise, whether prior to, during, or subsequent to the Term of this Agreement and notwithstanding that the same may have been contributed to or occasioned by the actions or omissions of any of the aforesaid.

30. The Occupant shall indemnify and save harmless the Campground, its agents, servants, successors, employees, volunteers and assigns from and against any and all actions, causes of action, suits, damages, losses, costs, fees, expenses, charges, claims and demands of any nature whatsoever relating to or arising out of the use and/or occupation of the Site by the Occupant, the Occupant's invitees, guests and/or visitors.

31. The Campground assumes no responsibility for any loss through fire, theft, collision or otherwise to trailers or vehicles or their contents, regardless of the cause. The Occupant agrees that the use of the Site, utilities and/or common areas of the Campground is solely at the risk of the Occupant and their

guests, invitees, and visitors.

BREACH AND TERMINATION

32. If the Occupant defaults in the performance of any of the Occupant's obligations under this Agreement or breaches any of the terms or conditions contained herein, the Campground will, at its sole and absolute discretion, have the right to:

- (a) immediately terminate this Agreement and the License granted hereunder and repossess the Site; and
- (b) sue for any overdue payments or damages arising out of breach of this Agreement together with interest, costs on a solicitor and client basis together with any other costs of any nature or kind whatsoever which may be incurred in repossessing the Site and collecting overdue payments or damages owing to the Campground under this Agreement.
- (c) Late payments are not allowed and will cause a daily rate of \$_____ to occur.

33. Should this Agreement and the License granted herein be terminated for any reason prior to the end of the Term, the Occupant will not be entitled to any refund of the Licence Fee paid to the Campground, regardless of the date that the termination notice is given.

NO LEASE OR TENANCY AGREEMENT

34. The parties acknowledge and agree that the License granted under this Agreement is a temporary contractual License only to camp and not a lease or tenancy agreement. This Agreement and the License granted hereunder does not confer any interest in land to the Occupant.

TIME

35. Time is of the essence of this Agreement.

EXECUTION IN COUNTERPARTS

36. This Agreement may be executed in counterparts, each of which shall be deemed to be an original and which, together, will constitute a single agreement.

ENTIRE AGREEMENT

37. This Agreement constitutes the entire agreement between the parties pertaining to the subject matter hereof and supersedes all prior Agreements, understandings, negotiations and discussions, whether oral or written, of the parties. There are no warranties, representations or other agreements between the parties in connection with the subject matter herein except as specifically set forth or referred to herein.

SEVERABILITY

38. If any term or condition of this Agreement is determined to be invalid or unenforceable in whole or in part, such invalidity or unenforceability shall attach only to such term, condition or part thereof and the remaining part of such term or condition and all other terms and conditions of this Agreement shall continue to have full force and effect.

SCHEDULES

39. All schedules/protocols to this Agreement are an integral part of this Agreement.

PERSONAL INFORMATION

40. The Occupant agrees that the Campground may collect, use and disclose the Occupant's personal information contained in this Agreement when reasonably necessary to fulfill the purposes of this Agreement and to communicate with the Occupant.

41. The Campground agrees to only use or disclose the Occupant's personal information contained in this Agreement with the Occupant's consent, or if the use or disclosure is permitted by the *Personal Information Protection Act*, S.B.C. 2003, c. 63 as amended from time to time.

SINGULAR AND PLURAL

42. Except where otherwise indicated, or unless the context otherwise requires, words in the singular include the plural, and words in the plural include the singular.

43. If the Occupant consists of more than one person, all of the covenants, agreements, acknowledgments, representations and warranties of the Occupant will be joint and several.

GOVERNING LAW

44. This Agreement shall be governed by and construed in accordance with the laws enforced in the Province of British Columbia.

IN WITNESS WHEREOF the undersigned have hereunto executed this Agreement this _____day of _____, 20__.

Occupant Signature

Campground Authorised Signatory