



Haliburton Forest

& WILD LIFE RESERVE LTD

1095 Redkenn Road
 Haliburton ON K0M 1S0
 www.haliburtonforest.com
 (800) 631 – 2198 Ext. 200
 leases@haliburtonforest.com

License of Occupation Leased Site / Camp Site

Lake and Site #: _____

(A) PARTIES TO THE LICENSE

The terms of this License of Occupation have been reviewed and agreed upon

on this date: _____

by this party: Haliburton Forest & Wild Life Reserve Ltd.
 1095 Redkenn Road Haliburton ON Canada K0M 1S0
 (800) 631 – 2198 Ext. 200 / leases@haliburtonforest.com

hereinafter referred to as “Haliburton Forest”

and this party: (Occupant #1) _____
(Occupant #2) _____

hereinafter referred to as “the Occupant(s).”

(B) CONTACT INFORMATION

<u>Category</u>	<u>Occupant #1</u>	<u>Occupant #2</u>
<i>Name</i>		
<i>Street Address</i>		
<i>City/Town/Postal Code</i>		
<i>Primary Telephone</i>		
<i>Secondary Telephone</i>		
<i>Email Address</i>		
<i>License Plate #</i>		

(C) TERMS OF THE LICENSE

1. Haliburton Forest Owner agrees to license the Occupant(s) to occupy at the above site with the services specified.

The licensing of the above site by Haliburton Forest to the Occupant(s) shall be in consideration for and subject to the terms and conditions contained in this license, as well as in the relevant schedules and attachments provided.

(D) ELIGIBLE FAMILY MEMBERS

2. This license is personal to the above named Occupant(s) and those eligible family members named below, including children up to and including the age of 17, in accordance with the campground rules, as follows:

Name	Relationship	Date of Birth

(E) ASSUMPTION OF RISK

3. This license is for the occupation only of the site specified above and the Occupant(s) acknowledge that they are Occupant(s) with respect to any facilities assigned to them and are deemed to have willingly assumed, without restriction, all risks arising out of his/her use of the specified site and Haliburton Forest.
4. Haliburton Forest assumes no responsibility for any loss through fire, theft, collision, damage, or destruction otherwise to trailers, additions, improvement, cars or their contents, regardless of cause.
5. The Occupant(s) agree that the use of the campground or its facilities is solely at their own risk, and the risk of their family and guests, for themselves, their heirs, executors, administrators, successors and assigns.
6. Furthermore, the Occupant(s) HEREBY RELEASE, WAIVE, AND FOREVER DISCHARGE Haliburton Forest, its agents, servants, successors and assigns OF ANY AND 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 campgrounds or otherwise, whether prior to, during or subsequent to this NOTWITHSTANDING that the same may have been contributed to or occasioned by the negligence of any of the aforesaid.

7. The Occupant(s) further undertake on their own behalf and on behalf of their 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 this license.
8. The Occupant(s) agree that safety must remain their highest priority at all times, and agree to take all reasonable measures to ensure that their enjoyment of the license is safe.

(F) TERMS AND CONDITIONS

9. The Occupant(s) hereby acknowledges receipt of and agrees to be bound by the terms and conditions of the rules of the campground as presently in existence, being Schedule B hereto, or as may be reasonably established or at the discretion of Haliburton Forest modified from time to time.
10. Amendments to this license, at the sole discretion of Haliburton Forest, may be instituted with written notice to the Occupant(s). Said notice will allow the Occupant(s) to terminate the license and leave the campground with no penalty upon written notice to Haliburton Forest within seven (7) days of receipt of such notice.
11. The Occupant(s) hereby undertakes and agrees to abide by all the terms and conditions of any applicable municipal, provincial or federal laws and regulations and any failure to do so by the Occupant(s) or their family and guests or others attending at the Occupant's site, may be deemed to be a breach of this license.
12. A waiver of any one or more of the terms or conditions contained shall not be deemed to be a waiver of 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.
13. Haliburton Forest may, with or without any notice provided, conduct inspections of the site to ensure that the terms and conditions of this license are being upheld and maintained by the Occupant(s).

(G) FEES AND PAYMENTS

14. Payment is due at regular intervals, with two options available for payment, but payments must not occur any later than the dates prescribed as follows:

- a. **Payment Option #1:** Pay all fees in full by December 31 of each year. In doing so, the Occupant(s) are thereby permitted to pay the current year's fees for the following year.

For example, if the fees for 2016 are \$4,000 and the fees for 2017 are \$4,500, if the Occupant(s) pay their 2017 fees in full by December 31 2016, they may pay the rate for 2016 (being \$4,000) rather than the rate for 2017 (being \$4,500).

- b. **Payment Option #2:** Pay a deposit of \$1,000 by December 31 each year and pay the remaining fees on Monday of the Victoria Day Weekend of the following year, with the remaining fees being based on the rate for that year.

For example, if the fees for 2016 are \$4,000 and the fees for 2017 are \$4,500, if the Occupant(s) pay a deposit of \$1,000 by December 31 2016, they must pay the remaining fees (\$3,500) based on the rate for 2017 (\$4,500) by Monday of the Victoria Day Weekend.

15. All deposits are non-refundable and are held against the final balance owing in any year. The deposit is forfeited by the Occupant(s) as liquidated damages and not as a penalty upon breach of any term of this agreement.

16. Administrative fees for late payments of deposits and other fees by the Occupant(s) will be charged to the Occupant(s) at a rate of \$100 for each month that the payment is late, with the administrative fee applied to the account at the beginning of each month. Notwithstanding the content of this clause, late payment shall be deemed to be a breach of this license and this license may be immediately terminated at the option of Haliburton Forest.

For example, if the Occupant(s) have not paid their deposit of \$1,000 by December 31 each year, an administrative fee of \$100 will be charged on January 01. Another \$100 will be charged on February 01, and so on, until all charges are cleared. As late payment shall be deemed to be a breach of this license, this license may be terminated by Haliburton Forest if payment is late.

17. Any failure to remit any payments required under the terms of this agreement and any breach of any of the rules of the campground by the Occupant(s), their immediate family members, guests, visitors or other persons attending at the Occupant's site, shall be deemed to be breach of this license and this license may be immediately terminated at the option of Haliburton Forest.

18. In addition to the following, the Occupant(s) shall pay any taxes, assessments, levies, or licensor or as a result of any equipment, fixtures, improvements, furnishings, vehicles erected, placed or left on the site by or on behalf of the Occupant(s). These additional charges shall be payable immediately upon receipt of any notice or demand for payment received by Haliburton Forest and conveyed to the Occupant(s). Notwithstanding the content of this clause, the Occupant(s) must abide by the terms and conditions set forth

by Haliburton Forest at all times, which specify what equipment, fixtures, improvements, furnishings, and so may be placed or left on the site by the Occupant(s).

19. Any failure to remit any payments required under the terms of this agreement and any breach of any of the rules of the campground by the Occupant(s), his immediate family members, guests, visitors or other persons attending at the Occupant's site, shall be deemed to be breach of this license and this license may be immediately terminated at the option of Haliburton Forest.

(G) LICENSE RENEWAL AND CONDITIONS

20. This license shall be automatically renewed solely at the discretion of Haliburton Forest from year to year, save and except any adjustment in the fees charged, unless terminated by either party, in writing, on or before December 31 of each year.
21. The address for notification under the term of this license, or otherwise, shall be as set out above, unless written notice of a change has been provided to Haliburton Forest. Any notification pursuant to the terms of this license shall be deemed to have been received by the Occupant(s) five working days after it was posted.
22. No add-ons, additions or site improvements shall be incorporated without prior written approval by Haliburton Forest. 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.

(H) TERMS OF OCCUPANCY

23. The use of the specified site shall be for recreational purposes only. In addition to the specified site, the Occupant(s) shall have the use in common with others so entitled to all common areas within Haliburton Forest provided without additional charge. Such common areas include, for example, hiking trails and designated swimming areas.
24. This license is personal to the Occupant(s) or his immediate family and is not assignable.
25. Notice is hereby given that entry to the campground is permitted only for activities conducted in accordance with this license and the 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., Chapter 511*, as amended. Any person violating this notice or failing to leave the premises immediately when directed to do so shall be in violation of the Act and may be prosecuted in accordance with its provisions.
26. The Occupant(s) of a site shall exercise such care as is reasonable in the maintenance of the site during his occupancy to ensure that persons entering on the site and the property

brought on the site by those persons are reasonably safe while on the site and shall hold Haliburton Forest harmless from any claims as a result of the failure of the Occupant(s) to do so.

(I) VISITORS

27. The Occupant(s) hereby undertake and agree that they will inform any family members specified in this license or otherwise, as well as guests, visitors or other persons attending at the Occupant(s') site as to the campground rules, from time to time.
28. The Occupant(s) are responsible for the observance of the campground rules personally, by their immediate family members, guests, visitors or other persons attending at the Occupant's site or in the campground with the Occupant's permission or knowledge.

(J) TERMINATION OF LICENSE

29. The Occupant(s) hereby authorizes and directs Haliburton Forest, 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 campground, and Haliburton Forest shall not be liable for any damages thereby occasioned.
30. The Occupant(s) acknowledges and agrees that no sales shall be advertised or conducted on any site without prior approval by Haliburton Forest. Prior to any sale occurring, the site used by the Occupant(s) must be inspected by Haliburton Forest staff, and a full approval must be provided by Haliburton Forest.
31. For clarity, Haliburton Forest retains the right to reclaim the site used by the Occupant(s) at the termination of this license. There is no assurance that the Occupant(s) will be permitted to sell any site at any point.

(K) DEFAULT ON TERMS

32. In the event of any default of any of the terms and conditions of this agreement, Haliburton Forest shall have the following rights:
 - a. To provide notice of termination of this license to the Occupant(s), and fourteen days after providing such notice or deeming such notice to be received, to enter the site and repossess the site;
 - b. To sue the Occupant(s) for any overdue payments or damages arising out of a breach of this license together with administrative fees and interest, costs of any solicitor on a solicitor and client basis 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 to Haliburton Forest by the Occupant(s);
 - d. And to bar the Occupant(s) and their family, guests, visitors or others attending at the Occupant's site with the occupant's permission from attending or participating in any activities as may be enjoyed at Haliburton Forest, including use of the site.
33. In the event that this license is terminated and the site under the terms of this license, any goods including any trailer that the Occupant(s) has left on the site shall be deemed to be an article as defined by the Repair and Storage Liens Act of Ontario, and may be moved by Haliburton Forest, who shall be deemed to be a lien claimant and storer under the Act, to whatever location Haliburton Forest deems appropriate and in such removal and storage will not be responsible for any loss or damage to such goods. The Occupant(s) 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 license and Haliburton Forest may recover costs and/or monies owing accordance with the provisions of the Act.

(L) CONFIRMATION

34. By signing this license, the Occupant(s) hereby represent and warrant that they have the responsibility and/or authority to sign on behalf of family members, guest, visitors or other persons attending at the site from time to time.
35. This license, including the schedules hereto, shall constitute the entire arrangement between parties. There is no representation, warranty, condition or collateral agreement with all changes of agency and number required by the text.
36. Upon termination of the license for whatever reason, the Occupant(s) shall remove their belongings, including the trailer and attached structures from the site within seven days.

(E) AUTHORIZATION OF AGREEMENT

Occupant #1	
Sign: _____	Date: _____
Name: _____	

Occupant #2	
Sign: _____	Date: _____
Name: _____	

Witness	
Sign: _____	Date: _____
Name: _____	

Haliburton Forest	
Sign: _____	Date: _____
Name: _____	