



1039 Concession 5W
Millgrove, Ontario
L0R 1V0
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cedarscamping@gmail.com
905 659 3655

Cedars Campground
1152383 Ontario Limited
2024 Seasonal Camping License Application

This application for a license to camp on a seasonal basis in 2024 on the campsite indicated herein below (the "Campsite") on campgrounds owned and operated by Cedars Campground is made to Cedars Campground ("Park Owner") by the applicant seasonal indicated herein below (the "Applicant Seasonal")

"Camping Season" from May 1st 2024 – November 1st 2024
Campsite # _____

Applicant #1 _____

Applicant #2 _____

Permanent Home Address: _____

City: _____ Province/State: _____ Postal/Zip Code: _____

Telephone #1 _____ Telephone #2 _____

Address on Drivers License the same as Permanent Home Address: YES NO

Email: _____

Email: _____

Trailer Year: _____ Make: _____ Length: _____

Trailer VIN: _____

Trailer Insurance Company: _____ Policy #: _____

Automobile Year: _____ Make: _____ License Plate: _____

Automobile Year: _____ Make: _____ License Plate: _____

- 1) The Applicant Seasonal hereby applies for a license to use the above noted Campsite (i.e., to occupy the campsite, and to store a trailer at the campsite) for the Camping Season. The Applicant Seasonal also applies for use of all common areas of the Campground for the above indicated season on the terms and conditions listed below. This license is personal and cannot be assigned or transferred.
- 2) For the purpose of this application/agreement, the term "trailer": is defined as a mobile unit of occupation, 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 and includes any additions, improvements and/or ancillary facilities such as a shed, deck, sunroom and associated landscaping
- 3) For the purposes of this application/agreement, the term "guests" shall include all eligible campers, visitors or other persons attending at the Campsite and or the Campground at the Applicants Seasonal invitation or with their permission
- 4) It is agreed by the Applicant Seasonal that the intended use for the site is 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 be used as a permanent residential or home address
- 5) It is agreed by the Applicant Seasonal 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 Applicant Seasonal, the Applicant Seasonal shall maintain a permanent resident premise elsewhere that at the park, that the Applicant Seasonal have unlimited access to and it is acknowledged by the Applicant Seasonal that zoning for the park prohibits residential uses of sites in the park
- 6) FEES – All fees and charges related to this application are due according to the "2024 Fee & Payment Schedule" for services and facilities provided at the Campground, which is attached as "Schedule 1" The terms and conditions respecting any refund requests are also set out in "Schedule 1"
- 7) NOTICE – If the Applicant has reason to give notice to the Park Owner, notice shall be sent to the following address: Cedars Campground 1039 Concession 5W PO Box 195 Millgrove, ON L0R 1V0. If the Park Owner or management have reason to give notice to the Applicant Seasonal, the Park Owner or management will mail notice to the permanent home address as provided. Any change in address shall be provided in writing by way of registered mail. Any notification sent under the terms of this agreement is deemed to have been received five (5) working days after it was posted
- 8) RULES – The Applicant Seasonal acknowledges receipt of and agrees to comply with the Campground rules, regulations, and campsite standards attached hereto as "Schedule 2" and hereinafter referred to as "the rules." The rules may be modified from time to time at the discretion of the Park Owner or management. The Applicant Seasonal further agrees that the Park Owners management and staff are responsible for the interpretation and enforcement of the rules. The Applicant Seasonal also agrees to abide by all municipal, provincial and federal laws and regulation and shall pay in addition any taxes, assessments, levies or license fees imposed by any authority.
- 9) The Applicant Seasonal hereby undertakes and agrees that they will inform any family members or guests, visitors, or other persons attending at the Applicant Seasonal Site as to the park rules, from time to time. The Applicant Seasonal must be present in the camp or on registered site at all times when their visitors are on camp property. Visitors cannot be left unattended by the Applicant Seasonal at anytime without prior consent from management. If a visitor is found to be onsite without the presence of the Applicant Seasonal or proper authorization, they will be immediately asked to leave the property until the Applicant Seasonal is present for their duration of visit. "Schedule 3" Visitors Information
- 10) The Seasonal of the site shall exercise such care as is reasonable in the maintenance of the site during their occupancy to see that persons entering on the site and property brought on the site by those persons are reasonably safe while on the site and shall save the Owner harmless from any claims as of the result of the failure of the Camper to do so.
- 11) If, the Applicant Seasonal neglects the campsite standard maintenance and care, the Park Owners staff may (but shall not be required to) perform the work required to bring the Campsite up to standard at a rate of \$50.00 per hour per staff person. The Applicant Seasonal shall be responsible for payment of any work completed by the Park Owner, management or staff.
- 12) The Applicant Seasonal agrees that the Park Owner and/or its staff or agents shall have access to the Campsite for the purposes of Campground maintenance, operations, servicing, development and security.
- 13) Any trees or shrubs planted on the Campsite becomes the property of the Park Owner and shall not be removed by anyone other than the Park Owner or management from the Campsite

- 14) The Applicant Seasonal shall not sell, transfer, lease, sublet or assign the Campsite or the trailer on the Campsite and/or their right to occupy the Campsite without the prior written consent of the Park Owner or management. The Park Owner or management has the right to withhold consent at its absolute discretion.
- 15) The Park Owner assumes no responsibility for any loss through fire, theft, collision or otherwise to trailers or vehicles or their contents, regardless of cause. The Applicant Seasonal agrees that the use of the Campground or its facilities is solely at the risk of the Applicant Seasonal and guests
- 16) INSURANCE – The Applicant Seasonal states and agrees that they possess insurance coverage for any type of damage to the trailer and vehicles and their contents at the Campsite
- 17) This agreement shall renew for the next term upon payment of all rent payments and compliance with all terms and conditions of this agreement. Cedars Campground reserves the right to not renew this agreement with or without cause. Cedars Campground shall notify the Seasonal of such non renewal in writing no later than 10 days prior to September 30th of any given agreement year. Renewal of the agreement reserves the site for the next camping season and permits the Seasonal to leave their camping unit & camping supplies on site during the off season.
- 18) RELEASE – The Applicant Seasonal, eligible campers and guests, for themselves their heirs executors, administrators , successors, and assigns HEREBY RELEASE, WAIVE AND FOREVER DISCHARGE THE Park Owner, its 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 HOWSOEVER CAUSED arising or to arise by reason of occupation of the Campsite and use of the Campground or otherwise, whether prior to, during or subsequent to this AND NOT WITHSTANDING that the same may have been contributed to or occasioned by the negligence of any of the aforesaid. The Applicant further undertakes on their own behalf and on behalf of the eligible campers and guests to indemnify all of 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 to the license.
- 19) PARK OWNERS RIGHTS – If the Applicant Seasonal fails to pay the fees or charges owing under this agreement, or if the Applicant Seasonal or their guests fail to adhere to the Campground rules or breach of default on any of the terms and conditions of this agreement, the Park Owner shall have the following rights at its option:
 - A) the Park Owner may disapprove this application and/or subsequent application(s); and/or
 - B) in the event this application has been previously approved, the Park Owner, on three (3) days written notice, immediately terminate this agreement and revoke and license granted under this application without refund, and re-enter upon the Campsite and repossess the Campsite; and/or
 - C) any deposit held by the Park Owner shall, at the Park Owners option, be forfeited as liquidated damages and not as a penalty; and/or
 - D) the Park Owner may sue for any overdue fees and for charges or damages arising out of a breach of default of this agreement together with interest, legal costs and any other costs of any nature or kind which may be incurred in repossessing the site, removing property therefrom and collecting overdue payments or damages; and/or
 - E) the Park Owner may bar the Applicant(s), immediate family, eligible campers or guests from:
 - 1) staying past 6pm on any night of the aforementioned three (3) days;
 - 2) using the common areas of the Campground or attending or participating in any common activities as may be held in the Campground; and/or
 - F) the Park Owner may exercise its removal and recovery rights under this agreement
 - G) the Park Owner reserves the right to deny access to the camp property, of the deposit/site fees/and any other invoiced fees are not paid in full by the due dates
- 20) ABANDONED – The Campsite will be deemed abandoned when:
 - A) by or before 4:00pm on May 15 2024, the Applicant has not completed this 2024 Seasonal Camping License Application, received approval of such application by the Park Owner or management and complied fully with the 2024 Fee and Payment Schedule; **OR**
 - B) at any time, this agreement is terminated and the license granted hereby revoked for any reason.
- 21) REPAIR AND STORAGE LIENS ACT – In the event the Campsite is deemed abandoned under the terms of this agreement, the Applicant acknowledges and agrees that
 - A) each trailer, vehicle and other goods or property of the Applicant remaining on the Campsite or located elsewhere in the Campground 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 the Park Owner shall be deemed to be a “storer” and a “lien claimant” under the Act with respect to the same; and

- B) each trailer, vehicle and other goods or property of the Applicant remaining on the Campsite or located elsewhere in the Campground may be removed by the Park Owner or management to whatever location the Park Owner deems appropriate, and the Park Owner or management in such removal and storage shall not be liable for any loss or damage thereby occasioned; and
 - C) the Applicant shall be responsible for any and all storage costs and moving costs incurred, together with any outstanding fees or charges or any other monies due under this agreement; and
 - D) the Park Owner may recover such costs, fees, charges or other monies owing in accordance with the provision of the Act.
- 22) A waiver of any one or more of the terms or conditions herein contained shall not be deemed to be a waiver of any of the other terms and conditions.
 - 23) By their signing of this 2024 Seasonal Camping License Application, the Applicant Seasonal hereby represents and warrants that they have the authority to sign on behalf of eligible campers, guests, or other persons attending the at the Campsite from time to time
 - 24) When this 2024 Seasonal Camping License Application is completed and signed by the Applicant Seasonal and thereafter is approved and executed at the discretion of the Park Owner or management, the application becomes an agreement in support of a license to occupy the above noted Campsite.
 - 25) This agreement and any license granted hereby, including all schedules hereto, shall constitute the entire arrangement between the parties and the agreement does not include any verbal representations or warranties.
 - 26) This agreement and any license granted hereby shall be binding upon the heirs, executors, administrators, successors and assigns of the parties hereto.

APPLICANT SEASONAL

I/We have read and agree to the terms and conditions of this 2024 Seasonal Camping Licence Application and the Schedules attached hereto. I/We agree to abide by such terms and conditions and by the Campground rules, regulations and campsite standards. I/We understand that I/We assume all responsibility for the Campsite and the contents thereof, and for the actions of all persons I permit to enter or occupy the Campsite. I/We understand our email address will be added to the camp group list and will be sent information pertaining to the camp by email throughout the year.

Date of Application _____/_____/_____

 Applicant SEASONAL Signature #1

 Applicant SEASONAL Signature # 2

APPROVAL BY CEDARS CAMPGROUND

This 2024 Seasonal Camping License Application is hereby approved by Cedars Campground

Date of Approval _____/_____/_____ Cedars Campground
 Per:

 Name – Chris Maynard Position: Park Owner