

# LEASE AGREEMENT

THIS INDENTURE BETWEEN

**Wawaitin Holiday Park**

hereinafter referred to as the 'Owner' of the first part,

AND

**Mr. and Mrs.** hereinafter referred to as the 'Camper', of the second part;

In consideration of the rents, covenants and agreements, hereinafter contained on the part of the Camper and the Owner each agree with the other as follows:

## 1.01 TERMS

The Owner does grant permission onto the Camper to occupy for recreational purposes only during a term of up to **2-5 Years commencing Sep/Oct/Nov 1<sup>st</sup> 20XX and ending Sep/Oct/Nov 30<sup>th</sup> 20XX**, all those certain premises known and described as *lot number ##* (hereinafter referred to as the 'Leased Campsite) of Wawaitin Holiday Park (hereinafter referred to as the 'Park'), being part of summer resort location RY386, Township of Thorneloe, City of Timmins, District of Cochrane,

## 1.02 RENEWAL

There is no right of renewal of this Agreement. There is no right to reoccupy a campsite leased previously. Camping lot assignments are made at the complete discretion of the Owner.

## 1.03 TERMINATION

Upon breach of any of the express terms and conditions contained in this agreement, the Owner may, at his sole discretion and in addition to any other remedies, terminate this Agreement, and upon receipt by the Camper of 'Notice of Termination', this Agreement shall be null and void and the camper shall forthwith pay the total outstanding balance and vacate the Leased Campsite removing therefrom all his possessions, however, failure of the owner to insist, in one or more instances, upon the compliance and performance by the Camper of any of the terms and conditions of this Agreement shall not be construed as a waiver of the future performance of any such term or condition and the obligation of the Camper shall continue in full force and effect.

## 2.01 PAYMENTS

The Camper agrees to pay in to the Owner, his heirs, executors, administrators, successors and assigns, the **total of \$00.00** to be paid in **24-60 equal monthly payments of \$00.00** the first and last, upon execution of this Agreement and prior to occupancy by the Camper of the Leased Campsite, and the remaining on the first of each month thereafter.

The Camper authorizes the Owner to keep on record the Camper's credit card information for the purpose of, from time to time, requesting payments from the Camper's credit card provider for the monthly payments and all fees due under this agreement; Camper agrees to keep that information up to date on the Owner's record.

The Camper agrees to pay all lot levies, maintenance charges and or user fees assessed by the municipality or the owner in connections with the Camper's use of leased campsite.

## 2.02 REFUNDS

The Camper is not entitled to refunds from the Owner under this Agreement.

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### 3.01 REPRESENTATIVES

The parties of the first and second part agree that for the purpose of this Agreement, the Camper and Park Management are the designated representatives and they may deal with each other in respect to all matters arising under this Agreement; different representatives may be appointed by providing notice.

### 3.02 NOTICE

Any notice required to be given by the Camper or the Owner one to the other, shall be in writing and shall be deemed to be served by them when personally delivered or sent by registered mail to the owner at *P.O. Box 246, Timmins ON P4N 7E2*, to the camper at **## This Street, Timmins, ON P4N ???** and in the latter case notice shall be deemed to have been received the third business day after the date of mailing.

### 3.03 INSPECTIONS

Any authorized representative of the Owner or agent of Park Management may exercise the right to enter, at any reasonable time and without notice, the Leased Campsite to inspect the lands and premises occupied under this Agreement.

### 3.04 SERVICES

When purchased, water, sewer, and electricity will be provided May to October inclusive, electricity service to your lot is metered and provided at an additional fee per kWh, billed monthly due 10 net.

### 4.01 ASSIGNMENT

The Camper will not assign, convey, or otherwise transfer any interest and obligation of this Agreement, in whole or in part, without the express written consent of the Owner.

### 4.02 END OF TERM

At the termination of this Agreement, the Camper will restore the leased campsite to a state and condition similar to that at the commencement of the term, including compliance with environmental standards and obligations, as may be in place or imposed, and regulated by any Municipal, Provincial, or Federal Government Agency.

### 5.01 COMPLIANCE

The Camper assumes full responsibility for assuring that he, his family and guests, if any, at all times comply with any and all applicable federal, provincial, municipal, and Park rules, regulations, and by-laws.

### 5.02 CEASE AND DESIST

The Camper will not do or permit anything to be done to or on the Leased Campsite or permit anything to be kept thereon which may be annoying to the Owner or which the Owner may deem to be a nuisance or a hazard and in the case of the Owner reasonably advising the Camper that the Camper's property, activity or process is a nuisance or a hazard to the Owner, the Camper will immediately abate such nuisance or hazard.

### 6.01 INDEMNIFICATION

The Camper agrees to protect, indemnify, and save harmless the Owner its representatives and agents from and against all claims, demands costs actions, causes of action, expenses, legal fees and or whatsoever which may be taken or made against them or any of them for any loss, damage or injury, including death, of any nature or kind whatsoever arising out of or in consequence of any act, neglect or omission of the Camper, his family and invited guests in connection with the performance of this Agreement.

### 6.02 PROTECTION

The Camper will keep in effect, during the entire term of this Agreement and at his sole cost and expense, liability and property damage insurance with respect to the Leased Campsite and the Camper's chattels thereon, and save and hold harmless the Owner from any damages, suits, or other liabilities arising from any loss whatsoever and however caused, including but not limited to the interruption of water, sewage, electric services, the Campers use of the Leased Campsite and infrastructures associated with the Par.

7.01 TITLE AND PROPERTY RIGHTS

This Agreement is not intended to and shall not be construed to vest in the Camper any title or property rights in the real estate or fixtures belonging to the Owner now located on the Leased Campsite and elsewhere in the Park

7.02 TENANCY

The Camper agrees and understands that he is a 'registered seasonal guest' and that the Landlord and Tenant Act of Ontario is not applicable under this Agreement.

8.01 HEADINGS

The parties hereto agree that the headings in this Agreement do not form part of the Agreement and shall be deemed to be inserted for convenience and reference only.

8.02 GRAMMAR

The parties hereto agree that the words importing the singular number only shall include the plural, and vice versa, and words importing the masculine gender shall include the feminine gender, and words importing persons shall include firms and corporations and vice versa;

8.03 APPENDIX

The Owner and Camper agree that Appendix "A" to this Agreement and thereto attached, forms part of this Agreement as if fully incorporated herein.

9.01 OBLIGATION

The parties hereto agree and when there are two (2) or more Campers bound by the same covenants herein contained, their obligation shall be joint and several.

9.02 CONTINUANCE

Subject to any limitations contained in this Agreement on the right of the camper to assign this Agreement, the Owner and the Camper hereto agree that this Agreement shall be binding upon and ensure to the benefit of the Owner, the Owner's heirs, successors and assigns and the Camper and the Camper's heirs, successors and assigns.

The parties hereto have executed this Agreement.

SIGNED, SEALED and DELIVERED each in the presence of each other:

IN WITNESS whereof I have hereunto set my hand and seal: I have authority to bind for the Company

PER

OWNER; **Wawaitin Holiday Park.**

Date

(Seal)

CAMPER(S)' ACKNOWLEDGEMENT:

I/We have read, understand and agree to abide by the terms of this Agreement, the attached Appendix "A" to the Agreement; Further, I/We have received literature outlining Park etiquette, campfire instruction and lake safety.

CAMPER'S NAME: **Mr.**

Date

(Seal)

CAMPER'S NAME: **Mrs.**

Date

APPENDIX "A"

Camping units must be licensed and maintained in a roadworthy condition; the Camper must be able to remove the camping unit from the Leased Campsite within 24 hours' notice from Management (fire hazard, etc.).

Changing campsites is not allowed without the pre-approval of Park Management. Moving to a prime lot will require an additional payment;

The use of all-terrain vehicles is limited to in and out privileges and restricted during quiet hours (11PM to 7AM);

The maximum floor area of a camping unit must not exceed 40 square meters.

The Camper must locate his camping unit on the Leased Campsite to the satisfaction of Park Management.

Camping units are not to be removed from the Leased Campsite without prior written notice to Park Management.

The Camper is not permitted to loan, sub-lease, rent, or enter into shared leasing agreements with other persons; this Agreement, and additional vehicle passes, if any, are not transferrable.

This Agreement authorizes only two licensed automobiles and one camping unit on the Leased Campsite; tents and other structures will not normally be considered acceptable.

The use of firearms, and pyrotechnics, is prohibited within the Park.

Additional persons, family or guest vehicles which are staying in the Park overnight (after 11 PM) must register and pay the applicable yearly fee.

The maximum number of persons authorized to occupy (stay overnight) on the Leased Campsite is six (6).

The Camper is at all times responsible for the conduct of his family and guests while in the Park and shall ensure that all conditions of the season pass and this Agreement are complied with.

Beaching of small personal watercraft is allowed with the permission of Park Management; however, private docking or storage space must be purchased.

Additional structures like decks, trailer skirting, sheds, fences, gardens, flower beds, etc. are permitted only after written permission is obtained. No appliances are to be kept outside the camping unit, except barbecues.

Pets are permitted and you must keep them under control at all times and clean up after them.

Generators are permitted only when there is a power outage of 12+ hours.

A maximum of one (1) cubic meter of fire can be stored in the Leased Campsite; chain saws and tree cutting are not allowed within the Park.

Sewage, and grey water (sink - shower) may only be disposed of at the Park's transfer station or in the sewer hook-up at the services base on the Leased Campsite. Discharge not allowed in any other manner.

Weather and other conditions permitting, water, sanitary, and electric "services" will be provided during the "operating season", however, these services and other Park facilities may be limited in May and October.

Campers on a long-term agreement are subject to the same Park rules and regulations as registered guests. Please familiarized yourself and instruct family and guests on Park etiquette regarding noise, litter, quiet hours and visitor departure by 11:00pm, fire restrictions, water safety, etc.

The Camper must notify the Owner within 30 days of any changes to the following particulars:

|                             |                 |                  |                 |
|-----------------------------|-----------------|------------------|-----------------|
| <b>Trailer Make:</b>        | <b>Model:</b>   | <b>VIN:</b>      | <b>Plate #:</b> |
| <b>Date of Manufacture:</b> | <b>Insurer:</b> | <b>Policy #:</b> |                 |
| <b>Vehicle Make:</b>        | <b>Model:</b>   | <b>VIN:</b>      | <b>Plate #:</b> |
| <b>Date of Manufacture:</b> | <b>Insurer:</b> | <b>Policy #:</b> |                 |
| <b>Vehicle Make:</b>        | <b>Model:</b>   | <b>VIN:</b>      | <b>Plate #:</b> |
| <b>Date of Manufacture:</b> | <b>Insurer:</b> | <b>Policy #:</b> |                 |