

# SCHEDULE "A"

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## LICENCE AGREEMENT TERMS AND CONDITIONS

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### I. Definitions

For the purposes of this agreement:

- A. **"Agreement"** means this Agreement and all schedules attached hereto and documents referenced herein, as they may be amended;
- B. **"guests"** shall include all eligible campers, visitors or other persons attending at the Campsite and/or the Conservation Area at the Camper's invitation and/or with Camper's permission or express or implied consent.
- C. **"trailer"** is defined as a mobile unit of occupation and includes any additions, improvements and/or ancillary facilities such as a shed, deck, sunroom, and associated landscaping;

### II. Grant of Temporary Non-Exclusive License

- A. The Grand River Conservation Authority (the **"GRCA"**) hereby grants the Camper a temporary non-exclusive license to access the Campsite and common areas of the Conservation Area from **May 1, 2022 to October 15, 2022** (the **"Term"**) for recreational vacation purposes (the **"Licence"**).
- B. The Camper shall not use the Campsite or common areas of the Conservation Area for any purpose other than recreational vacation. The Campsite and/or the Conservation Area shall not be used as a primary residence at any time, and the Camper and all guests shall at all times maintain a permanent residence elsewhere.
- C. The Licence is for a seasonal period only, and the *Residential Tenancies Act* of Ontario, as *amended*, shall not be applicable to this Agreement or the Licence granted hereby.

The Licence granted hereby shall automatically expire at the end of the Term.

### III. Fees, Deposits, Charges, Taxes and Refunds

- A. The Camper shall provide payment of all fees, deposits and charges for all services and facilities provided at the Conservation Area in accordance with the **"Seasonal Camping Guide 2022 Rules and Regulations: 2022 Seasonal Camping Fees (Schedule 1)"** (the **"Fees"**), which the Camper hereby irrevocably acknowledges having reviewed and understood.
- B. The Camper acknowledges and agrees that recreational trailers in seasonal trailer parks may be considered structures under the *Assessment Act* of Ontario, and therefore may be subject to assessment and taxation. Assessed values are determined by the *Municipal Property Assessment Corporation* based on characteristics of permanency. In addition to the Fees, the Camper agrees that any and all taxes assessed to trailers or personal property on the Campsite shall be the responsibility of the Camper and shall be paid immediately upon request by the GRCA or any governing authority.
- C. All Fees paid by the Camper are non-refundable unless the Camper submits a written request for a refund by no later than March 1, 2022.

- D. Any security or other deposits submitted by the Camper, if any, will be held in a non-interest-bearing account.
- E. The Camper shall not be entitled to any refund of the Fees or taxes paid if, during the Term, the Camper or any guests are unable to access the Campsite or any common areas of the Conservation Area as a result of any utility failure, inclement weather, road works, Act(s) of God, flood, fire damage, water damage, electrical damage, acts of war, protests, civil insurrection or unrest, Government Orders, pandemics, epidemics or any other events or occurrences beyond the reasonable control of the GRCA.

#### IV. GRCA Rights and Control

- A. Subject only to the express terms contained in this Agreement, the GRCA shall retain full and absolute control of the Campsite and Conservation Area such that, *without limitation*, it may, at its sole and unfettered discretion, have the right and ability to:
  - a. operate, manage and otherwise deal with the Campsite and Conservation Area in any manner it deems necessary;
  - b. make additions to, subtractions from, or change, alter, or relocate any part of the Conservation Area or Campsite;
  - c. erect such buildings and structures and make such alterations to the Conservation Area as the GRCA deems fit;
  - d. access the Campsite, shed or other facilities for maintenance, operations, servicing, development and security purposes;
  - e. access or enter into any portion of the Conservation Area and Campsite to undertake any work or alterations as it believes necessary or reasonably required; and/or
  - f. require that the Camper and all guests relocate to a different campsite.

#### V. Camper Obligations

- A. The Camper shall comply and shall ensure that all guests comply with all applicable GRCA, municipal, provincial and/or federal laws, by-laws, rules, regulations, Orders and guidelines including, *without limitation*:
  - a. "Seasonal Camping Guide 2022: Rules and Regulations" (the "**Rules**"); and
  - b. all rules, regulations, guidelines, and Orders made under the *Conservation Authorities Act* of Ontario.
- B. The Camper acknowledges and agrees that the Rules may, at any time and from time to time, be modified or amended by the GRCA at its sole and unfettered discretion.
- C. The Camper acknowledges and agrees that the GRCA's management and staff (*including but not limited to the Area Superintendent*) are responsible for the interpretation and enforcement of the Rules.
- D. The Camper shall take all necessary steps to ensure that the Campsite, Conservation Area and surrounding areas are not damaged, destroyed, or vandalized during the Camper's use. The Camper shall, at its sole expense, repair and remediate any and all damage, destruction

or vandalism of/to the Campsite, the Conservation Area and/or surrounding areas caused by any careless, willful or negligent actions or omissions of the Camper or any guests.

- E. The Camper shall ensure that the Campsite and Conservation Area are kept in a clean, tidy, and broom swept condition. The Camper shall ensure that all garbage produced or accumulated as a result of or on account of its use of the Campsite and/or Conservation Area is collected and properly disposed of. The Camper Shall not bring outside garbage onto the Conservation Area, and no outside garbage shall be disposed of at GRCA disposal sites.
- F. Any trees or shrubs planted upon the Conservation Area shall become the property of the GRCA and shall not be removed from the Campsite by anyone other than the GRCA.

## **VI. Default, Termination, and Expiration**

- A. In addition to any and all rights and remedies conferred to the GRCA under this Agreement and under the laws of the Province of Ontario and Canada, the GRCA may, upon providing the Camper with **twenty-four (24) hours' notice**, terminate the Licence if the GRCA, at its sole and unfettered discretion, concludes that:
  - a. The Campsite has been abandoned;
  - b. The Camper has failed to pay the Fees or any taxes as required;
  - c. The Camper and/or any guests have failed to comply with the Rules; or
  - d. The Camper and/or any guests have breached or defaulted on any term or provision of this Agreement and the Licence granted hereby.
- B. Upon termination or expiration of the Licence, the GRCA shall be entitled to:
  - a. re-enter and repossess the Campsite; and/or
  - b. have the Camper and any guests immediately removed from the Conservation Area.
- C. If the Licence is terminated as a result of the Camper's or any guests' breach of any term or provision contained in this Agreement, the GRCA may immediately, at its sole and unfettered discretion, indefinitely bar the Camper and/or any guests from the Conservation Area.
- D. Notwithstanding any provision contained in this Agreement, if the Licence is terminated by the GRCA as a result of the Camper's default or breach hereof, the Camper shall not be entitled to any refund of the Fees or taxes paid.
- E. Unless otherwise expressly agreed to by the GRCA in writing, upon the expiry of the Licence or upon earlier termination of the Licence granted hereby, the Camper shall immediately, at its sole cost and expense, remove from the Conservation Area all trailers, improvements, vehicles and other items and personal property belonging to the Camper or any guests, and shall, at its sole cost and expense, repair any and all damage caused to the Campsite or the Conservation Area by such trailers, improvements, vehicles and other items or by the removal thereof.
- F. If, upon expiry or termination of the Licence, the Camper fails to immediately remove from the Conservation Area all trailers, improvements, vehicles and other items and personal property belonging to the Camper or any guests, the Camper agrees that:

- a. each trailer, vehicle and other goods or property of the Camper and guests remaining on the Campsite or located elsewhere on the Conservation Area shall be deemed to be an “*article*” as defined in the *Repair and Storage Liens Act* of Ontario (hereinafter referred to as the “*RSLA*”, which shall include all amendments and its successor legislation) and the GRCA shall be deemed to be a “*storer*” and a “*lien claimant*” under the *RSLA* with respect to same;
- b. each trailer, vehicle and other goods or property of the Camper remaining on the Campsite or located elsewhere in the Conservation Area may be removed by the GRCA to whatever location the GRCA deems appropriate, and the GRCA in such removal and storage shall not be liable for any loss or damage thereby occasioned;
- c. the Camper 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 GRCA may recover such costs, fees, charges or other monies owing in accordance with the provisions of the *RSLA*.

## VII. Maintenance, Insurance, Liability and Indemnity

- A. During the Term of the Licence, the Camper shall maintain, in full force and effect, general liability and property damage insurance with coverage of no less than **Two Million (\$2,000,000.00) Dollars** per occurrence and in aggregate. Such insurance shall be to the satisfaction of the GRCA and must:
  - a. During the Term of the Licence, the Camper shall maintain, in full force and effect, general liability and property damage in the form of homeowners, tenant, condo or RV insurance with personal liability coverage and a minimum of no less than **Two Million (\$2,000,000.00) Dollars** per occurrence and in aggregate. Such insurance shall be to the satisfaction of the GRCA and must list the trailer’s model, make and year.
  - b. Upon request of the GRCA, the Camper shall produce proof of such insurance to the GRCA for its review and approval.
  - c. Contain a provision which will require that the insurer provide the GRCA with **thirty (30) days** prior notice of any cancellation, non-renewal or material change in coverage, terms or conditions.

Upon request of the GRCA, the Camper shall produce proof of such insurance to the GRCA for its review and approval.

- B. **The GRCA shall not be liable for any loss, injury or damage to persons or property resulting from use, occupation or such being on or about the Campsite or the Conservation Area, whether, *without limitation*, such loss injury or damage is caused by fire, smoke, theft, collision, burglary, the condition or arrangement of any electrical wiring connection or fixture, conditions due to the weather such as rain, snow or ice, or for any cause whatsoever. The Camper agrees that the use and occupation of the Campsite, the Conservation Area or its facilities is solely at the risk of the Camper and guests. Without limiting the generality of the foregoing, the GRCA shall not be liable for events beyond the GRCA’s control which may interfere with the Camper’s use or**

occupancy of the Campsite or the Conservation Area, including but not limited to acts of God, acts of governmental agencies, fire, strikes, war, pandemics, epidemics, inclement weather or noise from nearby construction sites.

- C. The Camper **HEREBY RELEASES, REMISES, RELEASES, WAIVES AND FOREVER DISCHARGES** the GRCA and its officers, directors, employees, 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 or use of the Campsite and/or the Conservation Area or otherwise, whether prior to, during or subsequent to this Agreement, **AND NOTWITHSTANDING** that the same may have been contributed to or occasioned by the negligence of any of the aforesaid. The Camper further undertakes 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 with this Agreement, the Licence and the use and occupation of the Campsite or the Conservation Area by the Camper and/or any guests.

#### **VIII. General**

- A. All notices to be delivered by the Camper to the GRCA under this Agreement shall be delivered personally or sent by registered mail to the following address:

**Grand River Conservation Authority**

400 Clyde Road, PO Box 729

Cambridge, Ontario, N1R 5W6.

- B. All notices to be delivered by the GRCA to the Camper under this Agreement shall be delivered personally or sent by registered mail to the address provided above.
- C. Notice of a change in address of the GRCA or the Camper shall be communicated to the other party in writing by way of registered mail.
- D. Any notice sent by registered mail under the terms of this Agreement is deemed to have been received **five (5) working days** after it was posted.
- E. This Agreement contains the entire agreement and understanding among the parties hereto with respect to the subject matter hereof, and supersedes all prior and contemporaneous agreements, understandings, inducements and conditions, express or implied, oral or written, of any nature whatsoever with respect to the subject matter hereof.
- F. In this Agreement, unless the context otherwise requires, words importing the singular include the plural and vice versa and words importing gender include all genders.
- G. This Agreement shall be binding upon the heirs, executors, administrators, successors and assigns of the parties hereto, if so permitted.
- H. Nothing in this Agreement shall limit or be interpreted to limit or prejudice any rights or remedies available to the GRCA at law or in equity.

- I. The Camper shall not assign this Agreement or the Licence granted hereby without the prior express written consent of the GRCA, which may be unreasonably withheld. The Camper shall not sell, transfer, lease, sublet or assign the Campsite or the trailer on the Campsite and/or their right to occupy or access the Campsite or the Conservation Area without the prior express written consent of the GRCA, which may be unreasonably withheld.
- J. No condoning, excusing or overlooking by the GRCA of any default, breach or non-observance by the Camper or his/her guests at any time or times in respect of any covenants, provisos or conditions herein contained shall operate as a waiver of the GRCA's rights under law or in equity or granted hereunder in respect of any continuing or subsequent default, breach or non-observance, or so as to defeat or affect such continuing or subsequent default or breach, and no waiver shall be inferred from or implied by anything done or omitted by the GRCA save only an express waiver in writing. All rights and remedies of the GRCA in this Agreement contained shall be cumulative and not alternative.
- K. The provisions and covenants in this Agreement are separate and distinct covenants, severable from each other. If any provision or covenant in this Agreement is determined to be invalid or unenforceable, such invalidity or unenforceability shall apply to the provision or covenant only to the extent of that invalidity or unenforceability and shall not affect the validity or enforceability of any other covenant.
- L. This Agreement may be executed in multiple counterparts, and all or any such counterparts may be delivered by facsimile or PDF email transmission bearing the signature or electronic signature of the parties, in which case the facsimile or PDF email copies of this Agreement shall be deemed to be an original and of full force and effect.
- M. If there is any contradiction or conflict between this Agreement and the documents referenced herein, the relevant provisions of this Agreement shall prevail.