



# 2018 Community Fees

*Join the Sun family Now!*

## SHERKSTON SHORES

Beachview*	\$6,480	Wyldeewood-Loop, Quarryview Ledge & Sunset Hilltop	\$9,290
Beachview Beachfront*	\$6,930	Quarry Ridge Waterfront* & Cliffview Waterfront*	\$8,820
Parkland	\$8,070	Wyldeewood-Main & Surfloop-Front	\$10,780
Quarry Ridge* & Cliffview*	\$7,680	Lakefront & Fishermans Hill	\$12,230
Quarry Meadows & Gulliver's	\$8,890	Wyldeewood - Front	\$14,340

### Other fees not included:

- Insurance - variable based on value of cottage  
Average: \$500-600 yearly
- Water/Sewer - billed once per year  
\$575 yearly
- Propane - based on consumption  
100lb tanks = \$95 each
- Hydro - billed once per year; based on consumption  
Average: \$500-600 yearly
- Administration Fees - billed at time of purchase only.
  - Brokered Sales: \$399 one time fee
  - Company Owned Sales: \$599 one time fee



**Sherkston Shores Beach Resort**  
 490 Empire Road,  
 Sherkston, ON, L0S 1R0

**1-877-482-3224**





## SEASONAL OCCUPANT PERKS

- 8 Photo Passes
- 2 gate passes for your vehicles
- Exclusive events and activities daily in the summer months (see calendar and schedules for further details)
- Exclusive gatherings
- Discounts on resort amenities and activities including Boston Pizza
- Exclusive exercise gym
- 24-hour security 365 days/year
- Resort maintenance and landscaping
- Lawn cutting & garbage pick-up
- Propane tank delivery (with propane purchase)
- 20% off Vacations for Owner guests (excludes Holiday weekends, and luxury accommodations).

## ADDITIONAL RESORT AMENITIES

- 2<sup>1/2</sup> miles of groomed\*\* sandy beaches
- Quarry Family Beach
- Giant Mach3 Super Water Slides
- 2 heated swimming pools
- 1 hot tub
- Large kids splash pad
- 18 hole mini-golf course
- Huge family arcade\*
- Boston Pizza family restaurant\*
- Outdoor pool bar
- Live entertainment at Live Lounge; Over 80 entertainment acts throughout the summer
- 2 night-lit tennis courts, 2 basketball courts, 1 skatepark, 2 pickleball court, 2 ball hockey courts
- Sand volleyball courts
- Roller hockey & skate park
- Stocked Quarry fishing and scuba diving
- Kidz Club activities
- Firework displays every Saturday evening over the Quarry (weather permitting, time TBD)\*\*\*
- Picnic areas, walking trails, and beach boardwalk
- Aerial High Ropes Challenge with Rock Wall\*
- Sherkston Paintball\*
- Archery, Fencing, Swim Lessons\*
- Birdie Golf Cart Sales & Rentals on-site\*
- Laundry facilities on-site\*
- Convenience Store (selling of firewood & BBQ tanks) on-site\*
- Free resort-wide Wi-Fi
- Over 500 acres of FUN



\*Additional costs apply. \*\*Beaches are groomed until Labour Day weekend only.  
 \*\*\*Fireworks schedule is Father's Day weekend thru Labour Day weekend.

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# Sherkston Shores Beach Resort

## 2018 Payment Options

### PAYMENT OPTIONS

A Deposit – One (1) \$750 non-refundable deposit payment due by November 1, 2017, and remaining balance due by April 1, 2018.

New Seasonal Occupants beginning and occupying sites after April 1, 2018 must pay fees in full at time of signing Licence of Occupation agreement.

Termination of Licence of Occupation will occur should full payment not be made by due date.

### PAYMENT METHODS

#### In-person/by phone where applicable:

##### Forms of payment accepted;

- a) Cash
- b) Debit Card (VISA/MC debit not accepted by phone)
- c) Credit Card (Visa/MC/Discover)
- d) Bank Draft
- e) Money Order
- f) Certified Cheque
- e) Personal Cheque

All cheques are to be sent directly to Sherkston Shores.

All cheques are to be made payable to: Sherkston Shores .

NSF payments will incur a charge of \$50.

#### Mail to (please include site # on the cheque):

**Sherkston Shores**  
**490 Empire Road**  
**Sherkston, ON, L0S 1R0**

#### Online Payment:

Available with most Canadian banks. Not available for American Banks.

Add Payee: Sherkston Shores

Account #: Please use your 6 digit site number provided at the top of your statement as the account #.

#### Money Wires (for US customers only):

Please contact the Welcome Centre for information - 1-877-482-3224

NOTE: In the event that fee balances are outstanding beyond arrangements of payment, services will be disconnected from the vacation cottage/RV. In order to reinstate services, payment must be made in full, including a reconnection fee of \$100. Interest charges of 2% per month will be charged on all outstanding balances.

Should you have any questions, please contact our Accounting Department -  
accounts@sherkston.com or 1-877-482-3224



# Sherkston Shores Beach Resort 2018 Licence of Occupation

Between: SSI Canada Properties LP Operating as Sherkston Shores  
c/o Sun RV Resorts, 27777 Franklin Road, Suite 200, Southfield, MI 48034  
Hereinafter referred to as the "Owner"

-AND-

Name: \_\_\_\_\_ Name: \_\_\_\_\_  
Seasonal Occupant #1 Seasonal Occupant #2

Site #: \_\_\_\_\_ Arrival Date: \_\_\_\_\_

Site Fees (pro-rated when applicable): \$ \_\_\_\_\_

The Owner has agreed to license the Seasonal Occupant(s) to use site # \_\_\_\_\_, plus the additional services specified (ie. water/sewer):

Additional service item: Water/Sewer Cost: \$575

\$ \_\_\_\_\_  
(site fees + additional services)

plus \_\_\_\_\_ HST (13%) = \$\* \_\_\_\_\_

*\* Termination of Licence of Occupation will occur should payment not be made in full by due dates.*

Drivers Licence#: \_\_\_\_\_ Drivers Licence#: \_\_\_\_\_

Home Phone#: \_\_\_\_\_ Home Phone#: \_\_\_\_\_

Cell Phone#: \_\_\_\_\_ Cell Phone#: \_\_\_\_\_

Email Address: \_\_\_\_\_ Email Address: \_\_\_\_\_

Home Address: \_\_\_\_\_

City/Town: \_\_\_\_\_ Prov/State: \_\_\_\_\_ Postal Code/Zip: \_\_\_\_\_

Vehicle (1) Make/Model: \_\_\_\_\_ Plate#: \_\_\_\_\_ Gate Card (1): \_\_\_\_\_

Vehicle (2) Make/Model: \_\_\_\_\_ Plate#: \_\_\_\_\_ Gate Card (2): \_\_\_\_\_



# Sherkston Shores Beach Resort 2018 Licence of Occupation

Proof of Insurance attached for: Park Model/RV   
Provider: \_\_\_\_\_ Plate/Serial#: \_\_\_\_\_ Policy #: \_\_\_\_\_ Expiry Date: \_\_\_\_\_

Proof of Insurance attached for: Utility Trailer   
Provider: \_\_\_\_\_ Plate/Serial#: \_\_\_\_\_ Policy #: \_\_\_\_\_ Expiry Date: \_\_\_\_\_

Proof of Insurance attached for: Golf Cart   
Provider: \_\_\_\_\_ Plate/Serial#: \_\_\_\_\_ Policy #: \_\_\_\_\_ Expiry Date: \_\_\_\_\_  
Office Registration #: \_\_\_\_\_  
Provider: \_\_\_\_\_ Plate/Serial#: \_\_\_\_\_ Policy #: \_\_\_\_\_ Expiry Date: \_\_\_\_\_  
Office Registration #: \_\_\_\_\_

Proof of Insurance attached for: Boat   
Provider: \_\_\_\_\_ Plate/Serial#: \_\_\_\_\_ Policy #: \_\_\_\_\_ Expiry Date: \_\_\_\_\_  
Provider: \_\_\_\_\_ Plate/Serial#: \_\_\_\_\_ Policy #: \_\_\_\_\_ Expiry Date: \_\_\_\_\_

Proof of Insurance attached for: Jet Ski   
Provider: \_\_\_\_\_ Plate/Serial#: \_\_\_\_\_ Policy #: \_\_\_\_\_ Expiry Date: \_\_\_\_\_  
Provider: \_\_\_\_\_ Plate/Serial#: \_\_\_\_\_ Policy #: \_\_\_\_\_ Expiry Date: \_\_\_\_\_

Pets: Yes  No  Number: \_\_\_\_\_  
Type & Breed: \_\_\_\_\_  
Vaccinations: Yes  No  Tag# \_\_\_\_\_  
Service Tag #: \_\_\_\_\_  
Type & Breed: \_\_\_\_\_  
Vaccinations: Yes  No  Tag# \_\_\_\_\_  
Service Tag #: \_\_\_\_\_



# Sherkston Shores Beach Resort 2018 Licence of Occupation

Emergency Contact:

Name: \_\_\_\_\_ Relationship: \_\_\_\_\_

Phone Number: \_\_\_\_\_

Address: \_\_\_\_\_

This licence is personal to the named Seasonal Occupant(s) and those eligible family members listed below  
**(List of 8 below must include Seasonal Occupant #1 and #2 from page 1/7):**

Name:	Relationship to Occupant(s)	Date of Birth:
1. _____	_____	_____
2. _____	_____	_____
3. _____	_____	_____
4. _____	_____	_____
5. _____	_____	_____
6. _____	_____	_____
7. _____	_____	_____
8. _____	_____	_____

The Seasonal Occupant(s) and eligible family members agree to abide by the Licence of Occupation and attached hereto the Resort Rules "Schedule A" and Schedule of Fines "Schedule B".

The licencing of the Park Model/RV site by the Owner to the Seasonal Occupant (s) shall be in consideration for and subject to the following terms and conditions:

- a. A one year licence commencing on the 1st day of January 2018 and expiring on the 31st day of December 2018.
  - b. The resort is open for temporary use by the seasonal occupant(s) and his or her eligible family members with the services specified for a season commencing from the resort opening date May 1st until October 31st in any given year.
  - c. The resort is closed with no overnight access over the winter season from November 1st until April 30th. During the winter period all services to the trailers will be shut off and the road access gates will be secured and locked. Limited access will be provided to the seasonal occupant during the hours of 9am-5pm, 7 days per week. No overnight stays beyond the eve of October 31, or before the eve of May 1.
1. The Seasonal Occupant(s) must
    - i. Maintain a policy of insurance on the Park Model/RV against fire and storm damage at all times, and arrange third party liability insurance with a minimum coverage of \$1,000,000; and
    - ii. Maintain the Park Model/RV in good condition in accordance with Sherkston Shores Site Standards and provide it with a fire extinguisher, Carbon Monoxide/Smoke Detector of an approved type. Proof of insurance must be provided annually to the Welcome Centre.
    - iii. Provide a copy of a valid insurance certificate for golf cart, jetski, boat, vacation cottage/RV.
  2. It is agreed between the parties that the intended use for the specified site is for recreational vacation purposes in a resort, campground, or trailer park. The resort, campground, or trailer park is designed for seasonal or temporary use only and as such cannot be used as a permanent home address.



# Sherkston Shores Beach Resort

## 2018 Licence of Occupation

4/7

3. The licence is for the occupation of the site specified only. The Seasonal Occupant(s) acknowledges that he/she is a licensee with respect to any facilities assigned to him/her and is deemed to have willingly assumed, without restriction, all risks arising out of his/her use of the site, resort, campground and trailer park.
4. In addition to the foregoing, the Seasonal Occupant(s) shall have the use in common with others so entitled to all common areas provided without additional charge. The licence shall be solely at the discretion of the Owner from year to year save and except any adjustment in the fees charged, unless terminated by either party, in writing, on or before September 30th of each calendar year.
5. The Seasonal Occupant(s) hereby acknowledges receipt of and agrees to be bound by the terms and conditions of the Licence of Occupation, Schedule (A) Resort Rules, and Schedule (B) Schedule of Fines, hereto, or as may be reasonably established or at the discretion of the Owner modified from time to time. Amendments to this licence, at the sole discretion of the Owner, may be instituted with written notice to the Seasonal Occupant(s).
6. Above said amendments will allow the Seasonal Occupant(s) to terminate the licence and leave the resort/campground/trailer park with no penalty upon written notice to the Owner within (14) days of receipt of such amendments. A park model/RV can be sold off-property without the right to occupy a site. The Owner will withhold no commissions and will waive first right of refusal provided the Seasonal Occupant seller is in accordance with Occupancy Agreement. If the park model/RV is not lien free or owes the Owner unpaid account balances, then a letter of permission must be provided by the lien holder before it can be moved. The park model/RV will be removed from the site and delivered to the exit gate at a charge of \$300.00 (taxes included). Any site accessories such as decks, hard roof, add-a-room, or sheds are the responsibility of the Seasonal Occupant to remove.
7. The Seasonal Occupant(s) hereby undertakes and agrees that he/she will inform any family members specified in this licence or otherwise, as well as guests, visitors or other persons attending the Seasonal Occupant(s) site as to the Resort Rules "Schedule A" and Schedule of Fines "Schedule B". The Seasonal Occupant(s) is responsible for the observance of the Resort Rules personally or by his/her eligible family members, guests, visitors or other persons attending at the Seasonal Occupant(s) site or in the resort, campground, trailer park with the Seasonal Occupant(s) permission or knowledge.
8. The Seasonal Occupant(s) hereby authorize and directs the Owner, upon termination of this licence for any reason, to act as the Seasonal Occupant(s) agent for the securing and/or removal of any of the Seasonal Occupant(s) property from the above site, or elsewhere in the resort, campground, trailer park, and the Owner shall not be liable for any damages thereby occasioned.
9. The Owner assumes no responsibility for any loss through fire, theft, collision or otherwise to Park Model/RV, additions, improvements or vehicles, golf carts, boats, jet ski, etc. or their contents, regardless of cause. The Seasonal Occupant(s) agrees that the use of the resort, campground, trailer park or its facilities is solely at the risk of himself/herself, his/her family and guests. The Seasonal Occupant(s), his/her family and his/her guests, for themselves, their heirs. Executors, administrators, successors and assigns HEREBY RELEASE, WAIVE AND FOREVER DISCHARGE the Owner, his/her employees, his/her 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 to himself/herself, his/her 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 resort, campground, trailer park or otherwise, whether prior to, during or subsequent to this AND NOTWITHSTANDING that the same may have been contributed to or occasioned by the negligence of any of the aforesaid. The Seasonal Occupant(s) further undertakes on his own behalf





# Sherkston Shores Beach Resort

## 2018 Licence of Occupation

5/7

and on behalf of his 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 licence.

10. The Seasonal 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 may be deemed to be by the Seasonal Occupant(s), his/her eligible family members, guests, visitors or others attending at the Seasonal Occupant(s) site with the Seasonal Occupant(s) permission, a breach of this licence.
11. In the event of any default of any of the terms and conditions of this agreement, the Owner shall have the following rights:
  - a) On fourteen days prior written notice delivered, or deemed received under the terms of this licence to re-enter upon the above site and repossess the site terminating the agreement.
  - b) To sue for any overdue payments or damages arising out of a breach of this licence together with interest, legal costs 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.
  - d) To bar the Seasonal Occupant(s), his/her eligible family members, guest, visitors or other persons attending at the Seasonal Occupant(s) site.
12. The Seasonal Occupant(s) acknowledges and agrees that no sales shall be advertised or conducted without the Owner's knowledge and consent, on any site and the Owner strictly reserves the right to act as the exclusive sales agent and has the first right of refusal within the resort, campground, trailer park. The Owner will collect 10% commission for Brokered Sales on any park model/RV, as outlined in the Brokered Sales Agreement.
13. This licence is personal to the Seasonal Occupant(s) and eligible family members and is not assignable or transferable.
14. In the event that this site shall be repossessed under the terms and conditions of this licence, any goods including any trailer that the Seasonal Occupant(s) has left on the site shall be deemed to be an article defined by the Repair and Storage Liens Act of Ontario, (hereinafter referred to as "the Act"), may be removed by the Owner, who shall be deemed to be a lien claimant and stored under the Act, to whatever location the Owner deems appropriate and the Owner in such removal and storage will not be responsible for any loss or damage to such goods. The Seasonal 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 agreement and the Owner may recover costs and/or monies owing in accordance with the provisions of the Act.
15. Notice is hereby given that entry to the resort is permitted only for activities conducted in accordance with this licence and the Resort Rules and regulations from time to time and all other activities are prohibited in accordance with the provisions of The Trespass To Property Act, R.S.O., 1990 c. T.21, and amended from time to time. Any person violating this notice or failing to leave the premises immediately when directed to do so shall be in violation of the said Act and may be prosecuted in accordance with its provisions.
16. The Seasonal Occupant(s) of a site shall exercise such care as is reasonable in the maintenance of the site during his/her occupancy to see 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 save the Owner harmless from any claims as a result of the failure of the Seasonal Occupant(s) to do so.





# Sherkston Shores Beach Resort

## 2018 Licence of Occupation

6/7

17. By his/her signing of this licence the Seasonal Occupant(s) hereby represents and warrants that he/she has the responsibility and/or authority to sign on behalf of family members, guests, visitors or other persons attending at the site from time to time.
18. The Seasonal Occupant(s) further agrees that while his/her trailer and equipment of any nature is on the Owner's premises, he/she will not hire or permit any person or any company, without adequate liability insurance (\$1,000,000), WSIB coverage to perform any labour; it being understood that the Owner does not permit any labour or services to be performed on its premises without its express written authorization. The foregoing limitation is not intended to prevent the Seasonal Occupant(s) or his/her family from doing such work. Such work must be done in accordance with all pertinent laws and/or regulations, as well in accordance to Licence of Occupation, Resort Rules, and has been approved in writing by the Owner.
19. The Seasonal Occupant(s) acknowledges and agrees that no business or sales of any kind shall be advertised or conducted on the resort property without approval from the Owner in writing.
20. The licence, including the schedules hereto, shall constitute the entire arrangement between the parties. There is no representation, warranty, condition or collateral agreement affecting this document other than as expressed herein in writing.
21. The Seasonal Occupant(s) hereby warrants that he/she is the legal owner of the Park Model/RV and any personal property located on the site.
22. All charges are due and payable when invoiced, unless otherwise stated. Any overdue charges or other payments required to be paid to the Owner shall be subject to interest charges. Interest will be charged at 2% on the first day of every month on all overdue balances including accrued interest. For dishonoured cheques, a fee of \$50 applies. Park Models/RV's on resort/campground/trailer park property are not to be removed by the Occupant (s) or their agent unless and until all outstanding fees and charges are paid in full. There shall be no adjustment in fees because of temporary interruptions on services provided.
23. All payments are non-refundable unless noted otherwise and are held against the final balance owing in any year. The payments are forfeited as liquidated damages and not as a penalty upon breach of any term of this agreement.
24. In addition to the foregoing, the Seasonal Occupant(s) shall pay in addition any taxes, assessments, levies or licence fees imposed by any authority on or as a result of any equipment, fixtures, improvements, furnishings or vehicles erected, placed or left on the site by or on behalf of the Seasonal Occupant(s). Amounts payable by the Seasonal Occupant(s) may be determined by the Owner on the basis of the Seasonal Occupant(s) pro-rata assessment based on the total number of sites the resort/campground/trailer park or on site-specific improvements, as the Owner in its sole discretion, determines which additional charges shall be payable immediately upon receipt of any notice for payment received by the Owner and conveyed to the Seasonal Occupant(s).
25. Any failure to remit any payments required under the terms of this agreement and any breach of any Resort Rules by the Seasonal Occupant(s), his/her eligible family members, guests, visitors or other persons attending at the Seasonal Occupant(s) site, shall be deemed to be in breach of this licence and this licence may be terminated at the option of the Owner.



# Sherkston Shores Beach Resort 2018 Licence of Occupation

26. The Owner reserves the right to deny access to the resort, if the deposit/community fees/ and any other invoiced fees are not paid in full by due dates. Deposit of \$750 is due November 1, 2017. Community Fees are due April 1, 2018. Such defaults of payment will result in termination of Licence.

I, the named Seasonal Occupant(s) for the specified site acknowledge providing the personal information pursuant to this contract and confirm the accuracy of same. I, the named Seasonal Occupant(s) consent to the disclosure of this personal information for the use of the Owner as required from time to time to administer and enforce this agreement between the parties to this Licence of Occupation. By signing the Licence of Occupation, I, the Seasonal Occupant(s), have thoroughly read and will abide by the Licence of Occupation, Resort Rules "Schedule A". I understand the Owner reserves the right to terminate the Licence of Occupation and impose fines, should the Seasonal Occupant (s), his/her eligible family members, guests and visitors breach the Licence of Occupation and or the Resort Rules "Schedule A".

This agreement signed the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, at \_\_\_\_\_ shall be binding upon the heirs, executors, administrators and assigns of the parties hereto.

I, \_\_\_\_\_ (the Seasonal Occupant #1), agree the Licence of Occupation, Resort Rules "Schedule A", Schedule of Fines "Schedule B" and understand that I can only occupy my park model/RV at the resort/campground/trailer park for temporary periods of time over the days of May 1st until October 31th in any given year.

\_\_\_\_\_  
Seasonal Occupant 1 / \_\_\_\_\_  
Signature of Owner

I, \_\_\_\_\_ (the Seasonal Occupant #2), agree the Licence of Occupation, Resort Rules "Schedule A", Schedule of Fines "Schedule B" and understand that I can only occupy my park model/RV at the resort/campground/trailer park for temporary periods of time over the days of May 1st until October 31th in any given year.

\_\_\_\_\_  
Seasonal Occupant 2 / \_\_\_\_\_  
Signature of Owner



# Sherkston Shores Beach Resort

## 2018 Resort Rules - Schedule (A)

1/9

It is our goal at Sherkston Shores to provide services and products which enable all of our guests to enjoy Seasonal Occupancy or family vacations in a safe, secure and enjoyable environment. These Resort Rules are written in everyone's best interest to achieve that goal. If you are ever in doubt about any issue on the resort please do not hesitate to speak to a member of the resort management team.

By signing the 2018 Licence of Occupation, you are agreeing to abide by the terms and conditions set out in the Licence of Occupation agreement and Schedule(s) "A" and "B".

### Definitions:

SSI Canada Properties LP Operating as Sherkston Shores Inc. - Hereinafter referred to as the "Owner"

Seasonal Occupant - Hereinafter referred to as the "Occupant"

1. In accordance with the by-laws set out from the City of Port Colborne, Seasonal Occupants and guests may occupy park model/RVs at Sherkston Shores from May 1st to October 31st in each season. Park models/RVs must not be occupied outside this period. The Seasonal Occupant is not allowed to use the park model/RV as a mobile home or as his or her permanent or principal residence. The park model/RV is not to be used for a mailing address and any mail received will be returned to sender.
2. Visiting during the winter is for the sole purpose of checking the physical condition of your park model/RV. At no time will Seasonal Occupants be allowed to occupy their park model/RV. Resort visiting hours are between 9:00 am and 5:00pm.

### THE PARK MODEL/RV

3. All resort grounds are communal and are the property of the Owner. The area of land designated for an individual park model/RV is the area covered by the park model/RV. The area of usage for a Seasonal Occupant will generally be determined as the side at which the doors open and/or hydro post to hydro post. The Owner reserves the right to clarify any discrepancies.
4. It is the responsibility of the Seasonal Occupant to register their visiting guests at the Welcome Centre prior to their guest's arrival. Guests that are not registered will not be permitted entry into the resort. The maximum occupation of a home on any given day cannot exceed eight (8) persons.
5. All park model/RVs are to be kept in good condition and maintained to the high standards of the resort according to Site Standards. The Seasonal Occupant is responsible for the general upkeep of the park model/RV and the tidiness around the site. If park model/RVs do not meet the standards of the resort in terms of condition, general standards and safety, a written notice will be sent to the Seasonal Occupant giving 7 days notice to rectify the situation. The Owner has the right to enter the site to address the cleanliness/site standards. In the event that we have to enter the site to correct the matter, \$150 + materials/labour costs will be charged to the Seasonal Occupant's account. If the Site Standards are still not met then the Owner reserves the right to terminate the Licence of Occupation Agreement.



# Sherkston Shores Beach Resort

## 2018 Resort Rules - Schedule (A)

2/9

6. Tampering, altering or gaining access to the outside hydro box, which is property of the Owner will be considered a breach of agreement, incapable of remedy and will result in the termination of the Licence of Occupation Agreement.
7. When parking in public areas, please park in designated areas. Vehicles parked illegally will be fined (see Schedule (B) - Schedule of fines).

### RENOVATIONS

8. In order to maintain the high standard of the resort/campground/trailer park's appearance and to ensure the safety of all Seasonal Occupants and their guests as well as to comply with Provincial, Municipal and Fire Regulations, an Accessory Application form must be completed by the seasonal occupant and approved by the Owner. Extensions or structures of any kind may NOT be erected adjacent to or around the park model/RV without the written permission of the Owner prior to construction. This includes, but is not limited to hard roofs, add-a-room, sheds, fences, patio stones, interlock and fire pits. Structures are to be constructed in accordance with standard designs and are allowable on designated areas of the resort with the permission of the owner. Structures not in accordance with this policy must be removed immediately. Failure to comply will result in the owner contacting the building authority, take action in the removal of the structure as well as the termination of the licence of occupation. The Seasonal Occupant will be responsible for any costs related to any removal or changes required if written permission was not granted.
9. All approved renovations, including deck building, hard roof and add-a-room construction require a City of Port Colborne building permit before any work can commence. A copy of the building permit must be submitted to the Owner prior to commencing. A copy of the permit must be visible at the site. All decks and sheds must follow Ontario Building codes as outlined in the Accessory Specifications application provided by the Sherkston Shores Welcome Centre/Sales Centre.
10. Accessible access ramps and steps constructed in accordance with the standard designs will be allowed on any part of the resort with the written permission of the owner prior to construction. All ramps must follow Ontario Building codes as outlined by the City of Port Colborne, and must obtain a city permit prior to commencement of work.
11. New add-a-rooms will NOT be allowed in the resort unless written permission is given by the Owner. Seasonal Occupants who wish to renovate their existing add-a-rooms will need to submit official engineering drawings to the owner. Upon approval, the Seasonal Occupant will submit the plans to the City of Port Colborne for a building inspector's approval. All permit fees will be to the cost of the Seasonal Occupant. Please review the accessory specifications application for engineered specifications and approved suppliers.
12. Please note to all outside contractors, construction is not permitted on weekends, Public Holidays or before 8:00 a.m. or after 6:00 p.m., unless authorized by the Owner.
13. Patios, interlock and stone slabs may only be laid with the written permission of the Owner and by laying these they are deemed to have passed into the ownership of the resort and may not be removed unless the ground is restored to its original condition. It is the Seasonal Occupants duty to maintain



# Sherkston Shores Beach Resort

## 2018 Resort Rules - Schedule (A)

3/9

any such patios, walkways in a safe condition and the Seasonal Occupant will be responsible for any accidents that may occur due to neglect. These interlock areas may be used for golf cart parking only.

14. The Accessory Specification package which outlines what is permitted in various areas of the resort and lists all dimensions of accessories such as sheds, awnings etc., is available from the Welcome Centre/Sales Centre.
15. Maintenance work on park model/RVs is only to be carried out by contractors approved by the resort. All contractors working on the resort are required to meet the Health and Safety, TSSA, CSA, ESA and WSIB regulations and must also present insurance liability certificate with \$1,000,000 coverage to the owner. A list of pre-approved contractors can be provided by the Welcome Centre. In certain instances work may be carried out by the Seasonal Occupant or his/her immediate family with the Owner's written consent.

### MOTOR VEHICLES & WATERCRAFT

16. If you operate a powered watercraft in Canada, it is Canadian Law to carry the Pleasure Craft Operator Card, often referred to as a boat licence. All watercraft must obey the rules of the water as set forth by Canadian Safe Boating Regulations, Acts, and Codes. Unsafe operation of any watercraft by Seasonal Occupant(s) or their guests will result in removal from the resort.
17. All watercrafts must be registered and a copy of valid proof of \$1,000,000 public liability insurance must be provided annually.
18. Youth under 16 years of age may not operate a personal watercraft (PWC) under any circumstances in the Province of Ontario.
19. Swimming buoys are placed in the water to mark the perimeter of a swimming area and all watercraft must not enter and keep a safe distance from such at all times for the safety of swimmers.
20. All motor vehicles including golf carts should not exceed the 15km/h or 10m/h speed limit and must observe all traffic signage.
21. All guest vehicles must display a valid parking permit at all times, provided by the Owner. All guests must be registered at the Main Gate/Welcome Centre.
22. Each park model/RV site is allotted parking for no more than two vehicles. Additional motor vehicles, boats, jet skis, watercraft and their related trailers, as well as utility trailers must be parked in designated parking areas and must be registered with the Welcome Centre. Parking is not permitted between or next to sites.
23. ATV's, UTV's, or other such gas powered vehicles are NOT permitted on the resort. Low riding electric vehicles such as smartbikes and hover seats require marker flags.
24. People using motor bikes should have their bikes parked during their stay and not use them for leisure tours of the resort. Helmets are required in accordance with the Highway Traffic Act.



# Sherkston Shores Beach Resort

## 2018 Resort Rules - Schedule (A)

4/9

25. Repairs and maintenance of cars, boats or any other vehicles are not permitted on the resort.
26. From November 1 to April 30 all motor vehicles, watercraft, trailers and any additional vehicles must be removed from the resort (with the exception of golf carts). Failure to do so will result in vehicles towed at your expense.
27. Absolutely no parking of trailers, watercraft or vehicles on communal areas of the resort i.e. Elcan Highway, Hillside Boulevard or any other open area. Should you require an area to park, please visit the Welcome Centre and the Owner will direct to designated parking areas.

### GOLF CARTS

The golf cart owner is responsible for the conduct of his/her guests and their use of the golf cart. Each golf cart owner will be held responsible for damage he/she may cause in the Resort or to facilities while in use of the golf cart.

Any breach of these rules and regulations or non-compliance with written requests from the Owner may result in immediate expulsion from the resort without refund and will result in the loss of golf cart privileges or termination of the Licence of Occupation

28. All Seasonal Occupants are required to register golf carts with the owner. The Owner must be provided a copy of valid insurance annually stating coverage of \$1,000,000 public liability insurance. Failure to comply will result in removal of golf cart from the owner's property.
29. Golf cart registration identification numbers must be clearly visible at all times.
30. Golf cart stereos, hand held speakers and any other audio devices are to be kept within the 60-65 decibel range (= telephone ringing within 2m range).
31. All golf cart operators must have attained the age of 25 (twenty-five) -OR- have a valid Class G drivers licence. Birth certificates are NOT acceptable. Any persons found driving under the age of 25 (twenty-five) or without a valid Class G driver's licence will be fined (see Schedule (B) -Schedule of Fines). Repeat offenders will be issued a trespass notice, preventing entrance to the resort for a minimum of one year as well as the removal of the golf cart from the owners property.
32. Only insured licenced owners and licenced drivers listed with the office are allowed to operate golf carts within the resort. Proof of a valid Class G drivers licence may be requested at any given time by the Owner.
33. Golf carts must be electric and equipped with working headlights and tail lights in use from dusk to dawn.
34. Golf carts are classed as a Motor Vehicle under the Ontario Highway Traffic Act (a copy of the Act is available in the Welcome Centre) and are subject to the Criminal Code of Canada. This means stopping at stop signs and obeying one way streets and no-entry signs. Open alcohol is not permitted on golf carts, anyone driving a golf cart while intoxicated will lose the privilege of having a golf cart on property. All motor vehicles including golf carts shall not exceed the 15 km/h or 10mph speed limit.



# Sherkston Shores Beach Resort

## 2018 Resort Rules - Schedule (A)

5/9

35. Glass bottles or glass containers are not permitted on golf carts.
36. The safety and security of all guests, especially children, should be considered at all times in the operation of golf carts. Driving with a child in your lap or with a passenger standing are potentially dangerous and is prohibited. Such occurrences will result in fines (see Schedule (B) -Schedule of Fines).
37. The number of people on a golf cart is determined by the number of seats available on the cart. Standing up is not permitted. Every person must have a proper seat.

### RENTING

38. Seasonal Occupants who privately rent, may only rent their park model/RV for a maximum of 1 month at a time.
39. Seasonal Occupants who privately rent their park model/RV must register all renters and dates at the Welcome Centre. Renters must provide names and ages of ALL occupants, vehicle identification and contact information. There are to be no more than 8 occupants renting a park model/RV at one time. Should there be in excess of 8 occupants, they will be turned away.
40. Park model/RVs may not to be rented to persons under the age of 25. The primary renter must be in attendance at the resort at all times.
41. A limit of two (2) vehicles per rental, per site. Watercraft and trailers must be parked in designated resort areas.
42. Should you include the use of your golf cart with your rental, you must ensure all drivers are qualified to drive and have a valid Class G driver's licence as previously outlined above. In the event that your guests breach any of the Golf Cart Rules, the golf cart will be confiscated for the duration of the vacation and will only be released to the Seasonal Occupant.
43. Seasonal Occupants will ultimately be held responsible for all persons occupying their park model/ RV. In the event of behaviour in violation of the Resort Rules, all parties will be removed from the resort without warning. In certain cases, the Owner also reserves the right to terminate the Licence of Occupation.

### USE OF BEACHES

44. Motor vehicles are strictly prohibited on all Sherkston Shores beaches (with the exception of golf carts). Launch areas are provided at both Wyldewood Beach and Elco Beach. Watercraft carriers are to be removed after launching and must be stored/parked in designated resort areas, not in communal areas.
45. Beach access is permitted by foot traffic and golf carts only.





# Sherkston Shores Beach Resort

## 2018 Resort Rules - Schedule (A)

6/9

46. For the safety of fellow beach goers, campfires and charcoal barbeques are prohibited on all of our beaches.
47. Golf cart stereos, hand held speakers and any other audio devices are to be kept within the 60-65 decibel range (= telephone ringing within 2m range).
48. Enjoyment of our beaches is for all of our guests, please refrain from claiming more than 15 ft in length areas of the beach. It is a first come, first serve basis. Belongings must not be unattended for more than a 60 minute period. Any unattended belongings will be photographed, removed and stored for pick-up.
49. Glass bottles or glass containers are not permitted on any of our beaches.
50. Any drunken/intoxicated or disorderly behaviour and illegal activity including the use of illegal drugs will be reported to the Police and will result in eviction from the resort.
51. Due to limited beach space, volleyball games are to be played in the designated areas provided by the Owner.
52. All beaches within Sherkston Shores are "Swim at your Own Risk" and are not monitored by lifeguards. Please pay attention to all advisories/regulations of the beaches as posted at each beach entrance.
53. Dog beaches are located at the far end of Wyldewood and Elco beach near the Sherkston property boundaries with no time restriction. Dogs are not permitted on the remaining beach areas between the hours of 10am and 6pm. Designated dog parks should be used for off leash activities. Be a responsible pet owners and remember to pick up after your pet.

### USE OF RESORT FACILITIES

54. Entitlement to an amenity pass is discretionary and may be withdrawn at any time by the Owner. Our entertainment facilities are licenced and as such outside alcohol is prohibited from all licenced areas.
55. The Seasonal Occupant will be issued 2 gate cards and 8 seasonal amenity picture passes which must be approved by the Seasonal Occupant, in person, at the Welcome Centre. If additional passes are required they may be purchased from the Welcome Centre. A maximum of 4 additional amenity picture passes can be purchased. These passes, once issued may not be transferred to any other persons during the season in which they were issued.
56. All persons using the entertainment facilities must honour the facility rules and any laws governing the operation of the facility. Use of facilities is subject to each person having a valid Amenity Pass.
57. The Oasis Lounge is for the use of Seasonal Occupants, 25 years of age and older. This area includes the building, deck and the adjacent beach front. Because this is a licenced area, no outside alcohol is permitted. The Owner retains the right to deny access and service at any time. Each Seasonal Occupant is allowed entry with 1 guests into the Oasis Lounge.



# Sherkston Shores Beach Resort

## 2018 Resort Rules - Schedule (A)

7/9

### GENERAL RESORT RULES

58. Cliff jumping is prohibited in specific posted areas of the resort. These areas are clearly marked and signage must be followed.
59. All persons found on the property without granted access will be evicted immediately.
60. Garbage receptacles and cigarette butt-outs are provided for your convenience throughout the resort, please remember to make use of them. Littering is a finable offence (see Schedule (B) - Schedule of fines) and will not be tolerated.
61. Under by-law 04-2012 section 39.2 prohibits scavenging of recycling. In Ontario law scavenging from recycling can be constituted as theft. As such, scavenging from the recycling bins and garbage is prohibited.
62. No animals, other than dogs and cats, may occupy park models/RVs without written permission of the Owner. Dogs must be kept on a leash at all times and should not foul the public areas of the resort. The owner reserves the right to identify a dog as dangerous when the dog behaves in a manner that poses a menace to the safety of persons or other dogs and/or bites or attacks any person or dog within the resort. No dangerous dogs should be kept at the resort and any dogs deemed to be a danger by the Owner, must be removed.
63. Sherkston Shores is located in a rural area and is predominantly a campground setting in which the Seasonal Occupants share a natural habitat with wildlife including skunks, raccoons, etc. The Owner recommends taking precautionary steps to protect your park model/RV from being damaged by these animals. Seasonal Occupants are prohibited from the trapping of wildlife and are discouraged from feeding the wildlife. The Owner at no time shall be liable for any damages caused by these animals to a park model/RV under any circumstances. The Owner is NOT responsible for the removal or costs associated with pest/animal control of wildlife, bees, mice, rats, raccoons, etc. of the Seasonal Occupant's site or park model/RV.
64. Existing trees, shrubs, hedges, etc., will be maintained by the Owner and must not be pruned, trimmed or cut down by anyone else. All flower beds must be contained within a 3 foot border around the park model/RV. Ground flush edging and mini ties are permitted.
65. All Seasonal Occupants are required to comply with any instructions from the Owner regarding restrictions on watering which may be necessary from time to time. Clothes lines are not permitted on any site. A portable clothes rack that stands upright on your deck is permitted.
66. Small sleeping tents are allowed from time to time and only with the approval from the Owner, and only allowed between the hours of 8pm to 8am. This rule is not applicable for designated campground sites.
67. Trash must be disposed of in garbage compounds provided around the resort. In addition, the Owner operates a full sort recycling policy in conjunction with the Niagara Region and as such Seasonal Occupants and their guests are required to comply with this policy.



# Sherkston Shores Beach Resort

## 2018 Resort Rules - Schedule (A)

8/9

68. Noise is to be kept to an ABSOLUTE MINIMUM (within the 60-65 decibel range (= telephone ringing within 2m range) between 11 PM and 8 AM by all occupants or guests. Excessive noise at any time of day will not be tolerated. Excessive noise shall be defined as any sound that the Owner deems to be causing a disturbance to other users of the resort. This rule also is extended to golf carts fitted with stereos. Car stereos should be turned down upon entering the resort and not used to provide music beside the homes. Repeat warnings of this offence may warrant monetary fines and/or face eviction from the resort and/or termination of Licence of Occupation.
69. Anyone who is 18 years of age and under must be on their site 11pm-8am unless accompanied by a parent or guardian over the age of 25.
70. All campfires and barbeques must be properly extinguished before retiring for the evening. Burning of leaves and garden waste is specifically forbidden by city local by-laws. In the event the Fire Department issues a mandatory FIRE BAN, there will be no open flame fires, charcoal BBQ's, charcoal fire pits, campfires permitted. Personal fireworks and chinese lanterns are not permitted within the resort.
71. A maximum of 2-100 lb propane bottles are permitted at each park model/RV. They may not be chained together or chained to the park model/RV. Propane bottles may only be connected and transported by people who are registered with the resort as having completed an approved propane handling course. Transporting outside propane is illegal under TSSA legislation and will be subject to applicable fines. All tanks must have clear access at all times.
72. All park model/RVs must be fitted with a dry powder fire extinguisher, a fully functional smoke alarm and carbon monoxide detector.
73. The Owner reserves the right to make additions or deletions to these rules from time to time as it considers necessary for the general safety or proper and efficient management of the resort. In the event of behaviour likely to cause offence or damage to any other user of the resort or the facilities, the Owner reserves the right to remove any offenders and/or the Seasonal Occupant(s) from the resort without warning. In certain cases, the Owner also reserves the right to terminate the Agreement for the Occupation of a Seasonal Occupant.

### Conduct in violation of Rules & Regulations and/or Conduct Act

Where the behaviour of the Seasonal Occupant or other users of the park model/RV is so unreasonable as to cause other occupiers of the resort to be deprived of the enjoyment of their park models/RVs or the behaviour towards Resort employees is so unreasonable, shorter notice of termination of the Agreement may be given by the Owner. Upon information or the belief of the Owner forms reasonable cause that a person or persons are involved in the distribution of narcotics, marijuana, acts of assault & battery, harassment, distribution of alcohol to underage persons or other acts of moral turpitude, the Owner shall in its sole discretion have the authority to evict any such persons from the premise.



# Sherkston Shores Beach Resort

## 2018 Resort Rules - Schedule (A)

9/9

### Cause for Termination of License of Occupation

Examples of activities which may be regarded as constituting a serious breach and/or unreasonable behaviour and not capable of remedy:

1. Committing a criminal offence on the resort e.g. theft, bringing unlawful drugs or firearms onto the resort or committing any assault on another person on the resort
2. Willfully causing damage to any property on the resort whether belonging to the Owner or any other guest or park models/RVs
3. Breaching any obligation under the Licence of Occupation, or Resort Rules
4. Involvement in criminal activity
5. Habitual disregard of Resort Rules
6. Verbal/physical/sexual/written/spoken/gesture/text/email/social media harassment of any employee at the resort



# Sherkston Shores Beach Resort

## 2018 Schedule of Fines – Schedule (B)

As set out, according to the 2018 Licence of Occupation, accompanied by the 2018 Resort Rules (Schedule A), below is the Schedule of Fines (Schedule B) within Sherkston Shores Beach Resort.

The Seasonal Occupant(s) must abide to terms and conditions set out within above mentioned documents and are responsible for the actions of not only themselves as Seasonal Occupants, but assume reprehensibility of all family members, guests, visitors or others attending at the Seasonal Occupant(s) site. Below outlines fine infractions and fine amounts for punishable offenses but not limited to.

All fines will be billed directly to the Seasonal Occupants account. All monies collected under these provisions will be donated to registered Ontario charities.

<b>INFRACTION</b>	<b>FINE</b>
DISOBEYING CURFEW	\$50.00
UNDER AGE GOLF CART DRIVERS	\$200.00
ILLEGAL PARKING IN UNAUTHORIZED SPACES	\$50.00
EXCESSIVE NOISE	\$150.00
POSSESSION OF OPEN ALCOHOL IN PUBLIC	\$100.00
EXCESSIVE USE OF VULGAR LANGUAGE IN PUBLIC	\$100.00
UN-REGISTERED GOLF CART	\$50.00
PUBLIC USE OF GLASS BOTTLES & CONTAINERS	\$150.00
FAILURE TO PICK UP AFTER PET	\$50.00
PET OFF LEASH	\$50.00
LITTERING	\$50.00
VIOLATION OF RENTAL POLICIES	\$150.00
DISOBEYING RESORT ROAD SIGNS	\$50.00
DISOBEYING GOLF CART RULES (Schedule C)	\$50.00
UNSAFE DRIVING	\$50.00
CLIFF JUMPING/DIVING	\$50.00