

2019 Seasonal Fees

Join the Sun family Now!

SILVER BIRCHES

Standard	\$2,920
Premium	\$3,060



SILVER BIRCHES RV RESORT & CAMPGROUND

Silver Birches RV Resort
9537 Army Camp Rd.,
Lambton Shores, ON, NON 1J3

519-243-2480





Sun RV Resorts Canada

2019 Payment Options

PAYMENT OPTIONS

Current Seasonal Occupants (2018):

A Deposit – One (1) \$750 non-refundable deposit payment due by October 1, 2018, and remaining balance due by April 1, 2019.

If deposit not received by October 1, 2018, ones occupied site is considered vacant and will be available to other Seasonal Occupants and site must be vacated immediately.

New Seasonal Occupants between October 1, 2018 and April 1, 2019:

A Deposit – One (1) \$750 non-refundable deposit payment due at time of signing Licence of Occupation and supporting documents, with remaining balance due by April 1, 2019.

New Seasonal Occupants beginning and occupying sites after April 1, 2019:

Must pay full fees in full at time of signing License of Occupation agreement.

Termination of License of Occupation will occur should full payment not be made by due dates.

PAYMENT METHODS

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

Forms of payment accepted;

- a) Cash
- b) Debit Card
- 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 Park Office.

All cheques are to be made payable to:_____.

All NSF payments will incur a charge of \$50.

Please note: Credit Cards will not and cannot be kept on file for future transactions.

NOTE: In the event that fee balances are outstanding beyond arrangements of payment, services will be disconnected from the park model/RV. In order to reinstate services, payment must be made in full, including a reconnection fee of \$100. Interest charges of 1.25% per month will be charged on all outstanding balances.



Sun RV Resorts Canada 2019 License of Occupation

Below section to be filled-out by Resort Management ONLY:

Between: _____ Owner (Landowner)
c/o Sun RV Resorts, 27777 Franklin Road, Suite 200, Southfield, MI 48034

-AND-

Name: _____ Name: _____
Seasonal Occupant #1 Seasonal Occupant #2
Hereinafter referred to as the "Seasonal Occupant(s)"

Site #: _____ Arrival Date: _____

Site FEES (pro-rated when applicable): \$ _____ Storage Fees: \$ _____

The Owner has agreed to license the Seasonal Occupant(s) to use site # _____, plus storage of the trailer during the off-season, plus the additional services specified (*see "Visitor Season Pass" for visitor rates*):

Additional service item: _____ Cost: _____

Additional service item: _____ Cost: _____

Additional service item: _____ Cost: _____

at a total cost of \$ (site fees + storage fees + additional services) _____

plus _____ HST (13%) = \$ (TOTAL SUM)* _____

* Termination of License of Occupation will occur should full payment not be made in full by due date.

Primary Seasonal Occupant #1

Primary Seasonal Occupant #2 (if applicable)

Date of Birth: _____

Date of Birth: _____

Drivers License#: _____

Drivers License#: _____

Home Phone#: _____

Home Phone#: _____

Cell Phone#: _____

Cell Phone#: _____

Email Address: _____

Email Address: _____

Home Address: _____

City/Town: _____ Province: _____ Postal Code: _____

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

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



Sun RV Resorts Canada 2019 License of Occupation

Extra Items: 2nd Fridge: Yes No Electric Hot Water Tank: Yes No
 Air Cond: Yes No Electric Heater: Yes No

Trailer Type: _____ Trailer Make: _____ Year: _____ Size: _____

Proof of Insurance attached for: Trailer Golf Cart Boat

Comments: _____

Add-a-Room: Yes No Type: _____ Size: _____

Shed: Yes No Type: _____

Deck: Yes No

Golf Cart: Yes No Gas Electric

Park Tag#: _____

Pets: Yes No Number: _____

Type & Breed: _____

Vaccinations (copy must be attached): Yes No Tag# _____

Dock Rental: Yes No Dock #: _____

Trailer Assessed: Yes No

50A/240V: Yes No

Emergency Contact:

Name: _____ Relationship: _____

Phone Number: _____

Address: _____

This license is personal to the above named Seasonal Occupant(s) and those eligible family members listed below (max of 2 adults, and up to 4 children (under the age of 18) per license including Seasonal Occupant(s):

Name: _____ Relationship to Occupant(s) _____ Date of Birth: _____



Sun RV Resorts Canada

2019 License of Occupation

3/6

The Seasonal Occupant(s) and eligible family members agree to abide by the Park Rules attached hereto as "Schedule A" and "Schedule B" in case a dock is rented.

The licensing of the above 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 license commencing on the 1st day of January 2019, and expiring on the 31 day of December 2019.**
 - b. Only 1 park model cottage or RV trailer may occupy the provided site at any given time. Use of tents or secondary units on the site is prohibited, unless otherwise authorized in writing by the Resort Manager.
 - c. The park is open for seasonal recreational use by the Seasonal Occupant(s) and his/her eligible family members with services specified for a season commencing from the park opening date May 1st until October 31st in any year. Due to Ontario winters, services such as water/hydro etc.; may be turned-off earlier than October 31, and may not allow to turn-on as of May 1 - will vary park to park.
 - d. The park is closed with no overnight access over the winter season from November 1st until the park opens again the following year May 1st. During this time all services will be turned off and the gates will be secured and locked.
1. The Seasonal Occupant(s) must
 - i. Maintain a policy of insurance on the trailer/park model cottage against fire and storm damage at all times, and arrange third party liability insurance with a minimum cover of \$1,000,000 with a reputable insurance company; and
 - ii. Maintain the trailer/park model cottage in good condition and provide it with a fire extinguisher of an approved type. Proof of insurance must be provided annually to the office and Sun RV resorts must be shown as a named insured for notice purposed only.
 2. It is agreed between the parties that the intended use for the specified site is for recreational vacation purposes in a campground or trailer park. The campground or trailer park is designed for seasonal or temporary use only and as such cannot be used as a permanent home address. The park is closed with no overnight access from November 1 to April 30th in any given year.
 3. The license is for the occupation of the site specified only. The Seasonal Occupant(s) acknowledges that he 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 and campground.
 4. All charges for a deposit, storage, rent service etc., are due and payable when invoiced. Any overdue charges or other payments required to be paid to the Owner shall be subject to interest charges. Interest will be charged at 1.25% on the first day of every month on all overdue balances including accrued interest. **For dishonoured cheques (NSF, etc.) a fee of \$50 applies.** Camping units on 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.
 5. 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.
 6. 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 license shall be automatically renewed 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.



Sun RV Resorts Canada

2019 License of Occupation

4/6

7. In addition to the foregoing, the Seasonal Occupant(s) shall pay in addition any taxes, assessments, levies or license 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 campground 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).
8. The Seasonal Occupant(s) hereby acknowledges receipt of and agrees to be bound by the terms and conditions of the Park Rules as presently in existence, being Schedule (A) and Schedule (B) in case of dock rental) hereto, or as may be reasonably established or at the discretion of the Owner modified from time to time. Amendments to this license, at the sole discretion of the Owner, may be instituted with written notice to the Seasonal Occupant(s). Said amendments will allow the Seasonal Occupant(s) to terminate the license and leave the campground with no penalty upon written notice to the Owner within (7) days of receipt of such amendments.
9. The Seasonal Occupant(s) hereby undertakes and agrees that he will inform any family members specified in this license or otherwise, as well as guests, visitors or other persons attending the Seasonal Occupant(s) site as to the Park Rules, from time to time. The Seasonal Occupant(s) is responsible for the observance of the Park Rules personally or by his eligible family members, guests, visitors or other persons attending at the Seasonal Occupant(s) site or in the campground with the Seasonal Occupant(s) permission or knowledge.
10. Any failure to remit any payments required under the terms of this agreement and any breach of any Park Rules by the Seasonal Occupant(s), his eligible family members, guests, visitors or other persons attending at the Seasonal Occupant(s) site, shall be deemed to be breach of this license and this license may be terminated at the option of the Owner.
11. The Seasonal Occupant(s) hereby authorize and directs the Owner, upon termination of this license 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 campground, and the Owners shall not be liable for any damages thereby occasioned.
12. The Owners assumes no responsibility for any loss through fire, theft, collision or otherwise to trailers, additions, improvements or vehicles or their contents, regardless of cause. The Seasonal Occupant(s) agrees that the use of the campground or its facilities is solely at the risk of himself, his/her family and guests. Executers, 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 campground 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 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 license.
13. 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



Sun RV Resorts Canada

2019 License of Occupation

5/6

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 license.

14. 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 license 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 license together with interest, (as defined under paragraph 6), 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, guess, visitors or other persons attending at the Seasonal Occupant(s) sites with the Seasonal Occupant(s) permission from:
 - i) Staying past 8:00 pm on any night of the aforementioned fourteen days;
 - ii) Attending or participating in any common activities as may be held in the campground.
15. The Seasonal Occupant(s) acknowledges and agrees that no sales shall be advertised or conducted on any site and the Owner strictly reserves the right to act as the exclusive sales agent within the campground.
16. This license is personal to the Seasonal Occupant(s) and eligible family members and is not assignable or transferable.
17. In the event that this site shall be repossessed under the terms and conditions of this license, 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 is 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.
18. Notice is hereby given that entry to the campground is permitted only for activities conducted in accordance with this license and the Park Rules and regulations as they exist from time to time and all other activities are prohibited in accordance with the provisions of the The Trespass To Property Act, R.S.O., 1990 c. T.21, as 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.
19. 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. No add-ons, additions or site improvements shall be incorporated without prior written approval of the Owner (Head Office). If such approval is granted, such add-ons, additions or improvements must be incorporated so as not to impede the expeditious vacating of the site and removal of the Seasonal Occupant(s) property.



Sun RV Resorts Canada 2019 License of Occupation

- 20. By his/her signing of this license 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.
- 21. The Seasonal Occupant(s) further agrees that while his/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 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 provided such work is done in accordance with all pertinent laws and/or regulations and has been approved in writing by the Owner.
- 22. The Seasonal Occupant(s) acknowledges and agrees that no business or sales of any kind shall be advertised or conducted on the campground property without approval from the Owner in writing.
- 23. The license, 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. The license shall be read with all changes of gender and number required by text.
- 24. The Seasonal Occupant(s) hereby warrants that he/she is the legal owner of the trailer and property located on the site.

I, the named Seasonal Occupant(s) for the specified site acknowledge providing the personal information pursuant to this contract and confirm the accuracy of the 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 contract.

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

Signature of Owner (Park Manager)	Signature of Occupant 1
Signature of Owner (Park Manager)	Signature of Occupant 2



Sun RV Resorts Canada

2019 Park Rules

(also referred to as Schedule A of License of Occupation)

1/6

It is our goal at Sun RV Resorts, to provide services and products which enable all of our guests to enjoy seasonal vacation home ownership or family vacations in a safe, secure and enjoyable environment. These (hereafter, referred to as "Park Rules" are written in everyone's best interest to achieve that goal. If you are ever in doubt about any issue within the Park please do not hesitate to speak to a member of the Park Management Team.

USE OF PARK FACILITIES

1. In accordance with the by-laws in force from the Municipality, Seasonal Park Model/RV Trailer Owners and guests may occupy Seasonal Park Model/RV Trailers at a Sun RV Park from May 1st through October 31st in each season (please see Park Manager for specific service turn-on and shut-off dates). Seasonal Park Model/RV Trailers must not be occupied outside this period. The owner of the Seasonal Park Model/RV Trailer is for seasonal use only; the Seasonal Park Model/RV Trailer is not a mobile home and cannot be used as permanent or principal residence. The Seasonal Park Model/RV Trailer is not to be used for a mailing address and any mail received will be returned to sender.
2. It is the responsibility of the Seasonal Park Model/RV Trailer Owner to provide the Park Managers proof of valid up-to-date trailer and liability insurance. Failure to do so will result in the immediate termination of the License of Occupation Agreement.

THE SEASONAL PARK MODEL/RV TRAILER

1. **Park grounds** are communal and are the property of Sun RV Resorts. The area of land designated for an individual Seasonal Park Model Trailer is the area covered by the Seasonal Park Model/RV Trailer. The area of usage for a Seasonal Park Model/RV Trailer Owner will generally be determined as the side at which the doors open. Park Management reserves the right to clarify any discrepancies.
2. **Visitors** of Seasonal Park Model/RV Trailer Owners will ultimately be held responsible for all persons occupying their unit. In the event of behavior likely to cause offence or damage to any other user of the Park or the facilities, the Park Management reserves the right to remove any offenders and/or the owner(s) from the Park without warning. All Seasonal Occupant Guests must check-in at the main office upon EACH visit. In certain cases, Park Management also reserves the right to terminate the Agreement for the Occupation of a Seasonal Park Model Trailer Site under 'Schedule A- Clause 20'.
3. **Gate cards**- the Seasonal Park Model/RV Trailer Owner will be issued with 2 Gate cards (where applicable). These passes, once issued may not be transferred to any other persons during the season in which they were issued.
4. **Off-season** our parks are closed (see License of Occupation). We allow Seasonal Occupant's in good standing to park in the front of the gate and walk into the park to check their Park Model/RV Trailer. We do not allow anyone to stay overnight. Arrangements of your visit must be made ahead of time with the Park Managers, and you must notify the park manager of your arrival for security purposes. A confirmed appointment must be arranged ahead of time with Resort Management-minimum of 24 hours prior to arrival.
5. **Animals**, other than dogs and other domestic animals (maximum of 2 combined) may not occupy Seasonal Park Model/RV Trailers without written permission of the Park Manager. Dogs must be kept on a leash at all times and are not allowed in common areas of the park. It is the responsibility of the pet owner of the clean-



Sun RV Resorts Canada

2019 Park Rules

(also referred to as Schedule A of License of Occupation)

2/6

up of any foul from their pet. Under Ontario provincial law, dangerous dogs (pit-bull, rottweiler, doberman, etc.) are not allowed in the Park. Dogs are not allowed on any beach or common areas unless otherwise stated.

Any deemed aggressive behavior, including biting, -by any breed type or sub type, can be cause for immediate eviction of the animal. If the owners do not comply with the removal of the animal, the owners per our Licence of Occupation will be evicted as well, without seasonal fee refund.

GENERAL PARK RULES

- 1. Wildlife**, our parks are located in a rural areas and is predominantly a campground setting in which the Seasonal Park Model/RV Trailer Owners share a natural habitat with wildlife including skunks, raccoons, etc. The Park recommends taking precautionary steps to protect your Seasonal Park Model/RV Trailer from being damaged by these animals. Seasonal Park Model/RV Trailer Owners are prohibited from the trapping of wildlife and are discouraged from feeding the wildlife. The Park Management at no time shall be liable for any damages caused by these animals to a Seasonal Park Model/RV Trailer under any circumstances.
- 2. Privacy**, be considerate of your fellow neighbours, privacy, and space. Please do not walk-on, nor pass through other sites.
- 3. Tents**, including PUP tents are restricted to the designated areas within the Park. No tents of any description are to be used for overnight accommodation on a Seasonal Park Model/RV Trailer Owners' site, unless authorized by the Park Manger.
- 4. Noise** is to be kept to an ABSOLUTE MINIMUM between 11PM and 8AM by all occupants or Seasonal Park Model/RV Trailer Owners. Excessive noise at any time of day will not be tolerated. Excessive noise shall be defined as any sound that Park Management deems to be causing a disturbance to other users of the Park. This rule is also extended to golf carts fitted with stereos. Car stereos should be turned down upon entering the park and not used to provide music while in the park.
- 5. Curfew**, anyone under the age of 18 must be on their sites by 11pm unless accompanied by a parent or guardian over the age of 25.
- 6. Trees, shrubs, hedges, etc.**, will be maintained by the Park 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 Seasonal Park Model/RV Trailer. Ground flush edging and mini ties are permitted.
- 7. Grass cutting** is the responsibility of the Seasonal Occupant. In the event that a team member of the park has to cut a Seasonal Occupant's yard, applicable charges will be applied to your account.
- 8. Watering of plants, grass, etc.** is only permitted before 8:00am or after 8:00pm, on weekends and holidays. All Seasonal Park Model/RV Trailer Owners are required to comply with any instructions from Park Management regarding restrictions on watering which may be necessary from time to time. Washing of vehicles and/or watercraft while on property is prohibited. Water timers are prohibited.
- 9. Swimming** where pools and lakes are not supervised by lifeguards, are a 'swim at your own risk' and only allowed during daylight hours. Please observe posted regulations for the pools and lakes.
- 10. Firewood** has to be purchased at the Park. No outside firewood can be brought in from outside the park.



Sun RV Resorts Canada

2019 Park Rules

(also referred to as Schedule A of License of Occupation)

3/6

- 11. Trash** must be disposed of in garbage compounds provided around the Park. Please help the environment by recycling the posted items in the designated bins. Absolutely no garbage from outside is permitted. Large items such as construction/renovation materials, furniture, etc. **MUST** be disposed of at the local city landfill and park compounds **CANNOT** be used for such disposal.
- 12. Tarps** are **NOT** allowed as a windbreak or cover of trailer/RV units during the season. Winter tarps covering trailers must be removed by May 1 of any given year.
- 13. Ball games** (basketball, soccer, football etc.) are to be played on the designated areas and not between Seasonal Park Model Trailers. Portable or permanent sports nets are strictly forbidden.
- 14. Fireworks** (including Chinese Lanterns) are not allowed within the property.
- 15. Clothes lines** are not permitted on any site. A portable clothes rack that stands upright on your deck is permitted.
- 16. Alcohol & glass containers** (inclusions or glasses, bottles) are only permitted on your site.
- 17. Aggressive and abusive behavior**, including language will not be tolerated at any time. The Park Management reserves the right to remove any offenders and/or the owner(s) from the Park without warning. In certain cases, Park Management also reserves the right to terminate the Agreement for the Occupation of a Seasonal Park Model Trailer Site under 'Schedule A- Clause 20'.

SAFETY

- 1. Insurance**, all homes/RV trailers must be insured against fire and storm damage and his or her third party liability with a reputable insurance company; and provide the Park Office with an up to date copy.
- 2. Use of animal control** measures are prohibited in the park such as trapping, poison, etc.
- 3. Fire extinguisher, Carbon Monoxide & Smoke Detector**; all Seasonal Park Model Trailers/RV Trailers must be fitted with a dry powder fire extinguisher, a fully functional smoke alarm, and a fully functional carbon monoxide alarm, as per Bill 77 in accordance with General Ontario Fire Code (OFC) and Ontario Building Code (OBC).
- 4. Propane**, a maximum of 2 propane bottles is permitted at each Seasonal Park Model/RV Trailer. They may not be chained together or chained to the Seasonal Park Model/RV Trailer. Propane bottles may only be connected and transported by people who are registered with the Park as having completed an approved Propane handling course. Transporting outside propane is illegal under TSSA legislation and will be subject to applicable fines.
- 5. Campfires and barbecues** must be properly extinguished before retiring for the evening, or upon departure of site. Burning of leaves and garden waste is specifically forbidden by local by-laws. Management reserves the right to forbid campfires entirely in periods of excessive drought or when such fires pose a threat to the safety of others.
- 6. Contractors** working on the park are required to meet the Health and Safety Regulations (including TSSA, CSA and/or Workers Compensation regulations) and must also present certified liability coverage to the Park Manager. In certain instances work may be carried out by the Seasonal Park Model/RV Trailer Owner or



Sun RV Resorts Canada

2019 Park Rules

(also referred to as Schedule A of License of Occupation)

4/6

his/ her immediate family with the Park Management's written consent. **No work is to be carried out on any Saturday or Sunday, unless approved by the Park Manager.**

MOTOR VEHICLES & WATERCRAFT

- 1. Motor Vehicle Traffic Act**, golf carts are classed as a Motor Vehicle under the Criminal Code of Canada and are subject to the Motor Vehicle Traffic Act. All golf carts (where applicable) must obey all normal traffic signs. This means stopping at stop signs and obeying one way streets and no-entry signs. Open alcohol is not allowed on golf carts. No golf cart may carry more passengers that the cart is designated for properly.
- 2. Insurance, Golf carts, motorcycle, watercraft's, ATV's or other motor vehicle** must be registered and have \$1,000,000 public liability insurance. Please contact the park office for details.
- 3. Driver's license**, golf cart operators must have attained the age of 16 **and have a valid full Class G driver's license**. Birth certificates are not acceptable. Any persons found driving under the age of sixteen or without a driver's license will be issued a trespass notice, preventing entrance to the park.
- 4. Speed limit**, all motor vehicles including golf carts* shall not exceed the 10 km/h speed limit (or otherwise posted) and should observe any one way system and all traffic signage. (*with exception of Silver Birches & Lake Avenue; where golf carts are not permitted in the park). Speeding may result in removal of golf cart/ vehicle from the park.
- 5. Parking**, each Seasonal Park Model/RV Trailer site is allotted parking for no more than 1 vehicle unless authorized by Park Management. Motor vehicles, boats, jet skis, watercraft and their related hauling trailers must be parked in the designated areas only and a valid parking permit must be issued by Management, and may not be parked on seasonal sites. Absolutely no parking of trailers, watercraft, or vehicles on communal areas of the park.
- 6. Gas powered vehicles, dirt bikes, dune bikes, quad bikes* or other such gas powered vehicles** (including gas powered golf carts) or electrical/battery operated ride-on are not allowed in the Park. (*with the exception of Trailside where off-road vehicles are permitted during specific times)
- 7. Motorcycles** must be parked during their stay and no use of them for leisure tours of the Park.
- 8. Repairs and maintenance** of cars, boats or any other vehicles are not permitted on the Park.
- 9. Boat Docks** are only to be used by Occupants with assigned dock slips. (See Dock Rules)

SITE IMPROVEMENT, ADD ON, SUN ROOMS

- 1. Site condition** - All Seasonal Park Model Trailers and sites are to be kept in good condition and maintained to the high standards of the Park. The Seasonal Park Model/RV Trailer Owner is responsible for the general upkeep of the Seasonal Park Model/RV Trailer and the tidiness around the site. If Seasonal Park Model/RV Trailers do not meet the standards of the Park in terms of condition, general standards and safety, a written notice will be sent to the Seasonal Park Model/RV Owner giving 14 days to rectify the situation. If the required standards are still not met then the Park Management reserves the right to terminate the Agreement for the Occupation of a Seasonal Park Model/RV Trailer Site under "Clause 20."



Sun RV Resorts Canada

2019 Park Rules

(also referred to as Schedule A of License of Occupation)

5/6

2. **Site/Unit Improvements & Site/Unit Alterations** may only be completed with the written permission and approved by the Resort Management. Plans of such renovations must be submitted to the Main Office for approval prior to any work starting.
3. **Hydro box**, tampering, altering or gaining access to the outside hydro box, which is property of Sun RV Resorts will be considered a breach of agreement, incapable of remedy under "Clause 20." Agreement for the Occupation.
4. **Extensions or structures** of any kind may NOT be erected adjacent to or around the Seasonal Park Model/ RV Trailer without the written permission of the Park Management prior to construction. This includes, but is not limited to hard roofs, sheds, patio stones, and fire pits. Absolutely No fences are allowed on your site, a landscaped separation can be done from the back of your site no further than the front of the unit. Structures are to be constructed in accordance with standard designs and are allowable on designated areas of the Park with the permission of the Park Manager. A program for the removal of structures not in accordance with this policy has been implemented in the Park. The Seasonal Park Model/RV Trailer Owner will be responsible for any costs related to any removal or changes required if written permission was not granted. Timber, canvas or temporary sunrooms are not allowed on a Seasonal Park Model/RV Trailer site.
5. **Patios and stone slabs** may only be laid with the written permission of the Park Manager and by laying these slabs they are deemed to have passed into the ownership of the Park and may not be removed unless the ground is restored to its original condition. However it is the Seasonal Park Model/RV Trailer Owners' duty to maintain any such patios and slabs in a safe condition and the Seasonal Park Model/RV Trailer Owner will be responsible for any accidents if this is not done.
6. **Government regulation** - In order to maintain the high standard of the parks appearance and to ensure the safety of all owners and their guests as well as comply with Provincial, Municipal and Fire Regulations an Accessory Application form must be completed and approved by park management.
7. **Building permit**, all approved renovations; including deck building, hard roof and add-a-room construction, need a written approval of the Park Manager prior to construction and a Municipal building permit (where applicable) before any work can commence (please see Park Office for specifications).
8. **Accessible access ramps and steps constructed** in accordance with the standard designs will be allowed on any part of the Park with the written agreement of the Park Manager prior to construction, and must be built in accordance to Ontario Building Code Regulations.
9. **Construction and/or Renovations** is not permitted on weekends, Canadian or U.S. Holidays, or before 8:00 a.m. or after 6:00 p.m., unless authorized by the Park Manager. Plans of renovations must be submitted to the Main Office for approval prior to any work starting.
10. **Selling**, Park Models and RV's are subject to an inspection when re-sold. Park Models and RV's that are not in good condition are not allowed in the park, regardless of age. The sale of any unit is not permitted without written permission from Management.

The Park Management 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 Park. In the event of behavior likely to cause offence or damage to any other user of the Park or the facilities, the Park Management reserves the right to remove any offenders and/or the owner(s) from the Park without warning. In certain cases, Park Management also reserves the right to terminate the Agreement for the Occupation of a Seasonal Park Model Trailer Site under 'Schedule A- Clause 20'.



Sun RV Resorts Canada 2019 Park Rules

(also referred to as Schedule A of License of Occupation)

Cause for Termination of Site License (CLAUSE 20)

Where the behavior of the Seasonal Park Model/RV Trailer Owner or other users of the Seasonal Park Model/RV Trailer is so unreasonable as to cause other occupiers of the Park to be deprived of the enjoyment of their Seasonal Park Model/ RV Trailers, shorter notice of termination of the Agreement may be given by the Park Management. Examples of activities which may be regarded as constituting a serious breach and/or unreasonable behavior and not capable of remedy:

- i. committing a criminal offence on the Park e.g. theft, bringing unlawful drugs or firearms onto the Park or committing any assault on another person on the Park;
- ii. Willfully causing damage to any property on the Park whether belonging to the Park Management or any other guest or Seasonal Park Model/RV Trailer Owner:
- iii. Breaching any obligation under the Agreement for Occupation of a Seasonal Park Model/RV Trailer Site Terms & Conditions document or the Park Rules.

I, _____ (name), thoroughly have reviewed the attached document of Park Rules and fully understand and agree to the Schedule A of License of Occupation.

Seasonal Guest Name (print)	Signature	Site #	Date
-----------------------------	-----------	--------	------

I, _____ (name), thoroughly have reviewed the attached document of Park Rules and fully understand and agree to the Schedule A of License of Occupation.

Seasonal Guest Name (print)	Signature	Site #	Date
-----------------------------	-----------	--------	------

Park Manager Name (print)	Signature	Date
---------------------------	-----------	------

Seasonal Occupants' "Visitor Season Pass"



Visitor/Guest Procedures

All Visitors sign-in and register their vehicles and obtain a vehicle tag for each and every visit.

Additional visitors/guests brought into the resort and that are not mentioned on your License of Occupation will be charged visitor and vehicle fees(if applicable).

All visitors must adhere to Resort Rules at all times. Please see Resort Rules to clarify expectations.

Visitor Season Passes

These are available for sale in the office. Fees mentioned are on a season basis and are not pro-rated.

A 'Visitor Season Pass' allows a Seasonal Occupant to pay a set fee allowing a mentioned group of **a maximum of 4 individuals (maximum 2 adults)** to visit the resort at no extra costs (other than initial fee) throughout the season for a maximum of 60 visits.

These visitors/guests must always be accompanied by at least one member of the Seasonal Occupant as mentioned on the License of Occupation.

All visitors/guests must sign in at the office each and every visit and obtain a vehicle tag. There is/are only ____ vehicle(s) to be parked at each site, unless otherwise agreed upon. All other vehicles must be registered and park in designated visitor parking areas provided by the resort. It is strictly prohibited to park on any other sites.

As a Seasonal Occupant, the necessary information needed from a visitor/guest is vehicle make/color as well as their license plate number in order to properly register them.

When a visitor/guest arrives after office hours, the Seasonal Occupant is permitted to use their gate card as long as they have the vehicle tag in their possession for their guests. Using an assigned gate card to allow access to unregistered visitors/guests is prohibited. Mis-use of this privilege of gate access may result in termination of Licence of Occupation. If visitors/guests are arriving to the resort after the office has closed for the day, the Seasonal Occupant is required to visit the resort office during regular office hours to obtain a vehicle tag and sign-in their visitors/guests ahead of time.

It is strictly forbidden for visitors/guests to park their vehicles at the resort office or front areas and walk into the resort. Unregistered vehicles will be charged fees upon their return and quite possibly have their vehicles towed from the resort premises, at the owner's expense.

Please keep in mind that the maximum number of people occupying a site overnight is a maximum of _____, which includes visitors/guests.

Please be considerate of your neighbours and limit your amount of guests to your site at all times.

Visitors not listed on the Visitor Season Pass are charged at the daily listed price per visit. Day visitors are expected to vacate the resort by ____pm.

Seasonal Occupants' "Visitor Season Pass"



Day Visit Pricing (those not included within the Season Pass):

- \$ _____ per Adult
- \$ _____ per Child (11 years and under)
- \$ _____ per Vehicle
- \$ _____ per Boat and/or Utility Trailers

Pricing Per 'Visitor Season Pass'

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

* Amount mentioned above, must be paid in full at time of signing agreement.

Names on this 'Visitor Season Pass'

Name: _____ Relationship to Occupant(s): _____ Date of Birth: _____

1. _____
2. _____
3. _____
4. _____

The Seasonal Occupant agrees to the terms and conditions set fourth regarding the 'Visitor Season Pass'. **The Seasonal Occupant agrees to pay the 'Visitor Season Pass' amount mentioned above, in full at the time of signing of this agreement.** All other terms and conditions of the SEASONAL OCCUPANT LICENCE of OCCUPATION AGREEMENT shall remain in full force and effect.

 (Seasonal OCCUPANT 1 Name (print)) (Signature) (Site #) (Date)

 (Seasonal OCCUPANT 2 Name (print)) (Signature) (Site #) (Date)

 (Resort Manager Name (print)) (Signature) (Date)