



# Veilleux Camping & Marina

RR2 7 chemin Laflamme • 20 chemin Desgroseillers Rd • 705.362.5379  
[www.veilleuxcampingmarina.ca](http://www.veilleuxcampingmarina.ca) • [welcome@veilleuxcampingmarina.ca](mailto:welcome@veilleuxcampingmarina.ca)

## LICENSE OF OCCUPATION (MARINA)

BETWEEN:

\_\_\_\_\_  
Veilleux Camping & Marina (2701874 Ontario Corp.)

(Legal Name)

(hereinafter the Owner)

--AND--

Name: \_\_\_\_\_ Date of Birth: \_\_\_\_\_

(Site user: hereinafter the OCCUPANT) #1

Name: \_\_\_\_\_ Date of Birth: \_\_\_\_\_

(Site user: hereinafter the OCCUPANT) #2

PERMANENT HOME ADDRESS:

\_\_\_\_\_  
Town: \_\_\_\_\_ Province: \_\_\_\_\_ Postal Code: \_\_\_\_\_

Telephone: \_\_\_\_\_ Email : \_\_\_\_\_

Address on the Driver's License the same as Permanent Home Address: YES \_\_\_\_ NO \_\_\_\_

Insurance Company Name: \_\_\_\_\_ Policy #: \_\_\_\_\_

Vehicle Licence's Plate #: \_\_\_\_\_

The owner has agreed to grand a license to the Occupant to use the following site with the services specified:

Slip#: \_\_\_\_\_ (site) at \_\_\_\_\_ Veilleux Camping & Marina, 20 Desgroseilliers Road, Hearst On

The license of use of the Site by the Owner to the Occupant shall be in consideration for and subject to the following terms and conditions: A license for a term commencing on the 19<sup>th</sup> day of May, 2023, weather permitting and expiring on the 15<sup>th</sup> day of October, 2023. It is expressly acknowledged that there is no representation or assurance by the Owner to the Occupant that this license will be renewed annually and absent any written agreement of renewal of this license for any period, the Occupant shall vacate the site at the end of the term.

**This License shall constitute the ENTIRE ARRANGEMENT between the parties. Please provide your initials on each page after reading. By signing the last page, you (on behalf of yourself or your minor child/ward and any personal**

representatives, assigns, heirs and next of kin) acknowledge, agree and represent that you have carefully read and fully understood this License and agree with its terms. There is no representation, warranty, condition or collateral agreement affecting this document other than as expressed herein in writing. This License shall be read with all changes of gender and number as required by the context.

1. This license is for the occupation of the Site only and the Occupant acknowledges that he is a licensee with respect to any facilities assigned to him and is deemed to have willingly assumed, without restriction, all risks arising out of his use of the Marina, Site and Park.
2. All charges for a deposit, storage, rent, services etc. are due and payable when invoiced
3. All deposits are non-refundable and are held against the final balance owing in any year. The deposit is forfeited as liquidated and not as a penalty upon breach of any term of this agreement.
4. This license may be 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 **March 1<sup>st</sup>**, of each calendar year.
5. In addition to the foregoing, the Occupant 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 Occupant which additional charges shall be payable immediately upon receipt of any notice or demand for payment received by the Owner and conveyed to the Occupant.
6. The Occupant hereby acknowledges receipt of and agrees to be bound by the terms and conditions of the Rules of the Park as presently in existence, or as may be reasonably established or at the discretion of the Owner modified from time to time. The provisions of this License and any Rules are subject to compliance with the provisions of the *Human Rights Code*. Amendments to this license, at the sole discretion of the Owner, may be instituted with written notice to the Occupant. If the Occupant objects to the amendment to the park rules, the Occupant may, upon written notice to the Owner within seven (7) days of receipt of such amendment, terminate the license and leave the Park within 14 days of delivery of written notice to the Owner with no penalty nor any lot fee refund.
7. The Occupant hereby authorizes and directs the Owner, upon termination of this license for any reason, to act as the Occupant's agent for the securing and/or removal of any of the Occupant's property from the above Site, or elsewhere in the park, and the Owner shall not be liable for any damages thereby occasioned.
8. The Owner assumes no responsibility for, nor shall it be named as liable for any loss through fire, theft, Park closures due to circumstances beyond control of the Owner including an "act of God", flooding, power outages, forest fires, sewage or water system failures, nor shall the Owner be legally responsible in any way for collision or otherwise to trailers, boats, cars or their contents, regardless of cause. The Occupant agrees that the use of the marina or its facilities is solely at the risk of himself, his family and guests. The Occupant, his family and his guests, for themselves, their heirs, executors, administrators, successors and assigns HEREBY RELEASE, WAIVE AND FOREVER DISCHARGE the

Owner, his 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, his family or guests or their property HOWSOEVER CAUSED, arising or to arise by reason or occupation of the above mentioned site and use of the Park or otherwise, whether prior to, during subsequent to this AND NOTWITHSTANDING that the same way have been contributed to or occasioned by the negligence of any of the aforesaid. The Occupant 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 of all of them arising as a result of or in any way connected with the license.

9. The Occupant hereby undertakes and agrees to abide by, and comply with, all the provisions, 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 Occupant, his permitted family members, guests, visitors or others attending at the Occupant's Site with the Occupant's permission, a breach of this License and, at the Owners' sole discretion, grounds for immediate termination of this License, upon which the trailer shall be removed from the Site and all occupancy at the Site shall cease, with no refund of any deposit held by the Owner in respect of this License.
10. The address for notification to the Occupant of a Notice to be given under the term of this license, or otherwise, shall be via e-mail or at the permanent home address of the Occupant as set out above, unless written notice of a change has been given by regular first-class mail. Any notification pursuant to the terms of this license shall be deemed to have been received five working days after it is mailed by regular mail or immediately if delivered to an apparently adult person at the address.
11. In the event of any default of any of the terms and conditions of this License agreement, including a breach of the park rules, and except where otherwise stated, the Owner shall have the following rights:
  - a. On fourteen days prior written notice default delivered, or deemed received under the terms of this license, to terminate this License agreement and re-enter upon the above Site and repossess it.
  - b. To sue for any overdue payments or damages arising out of a breach of this license together with interest, (at the Courts Justice Act Rate), Legal Costs together with any other costs 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.
12. This license is personal to the Occupant and is not assignable unless the Owner consents, which consent may be unreasonably refused.
13. In the event that this Site shall be repossessed under the terms of this license, any goods including any embarkations that the Occupant has left on the Site shall be deemed to be an article as defined by the *Repair and Storage Liens Act* of Ontario, (hereinafter referred to as "the Act"), and may be removed by the Owner who shall be deemed to be a lien claimant and storer 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 Occupant 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.

14. Notice is hereby given that the entry to the park is permitted only for activities conducted in accordance with this license and the Rules as they exist 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, as amended from time to time.
15. Any persons 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. No add-ons, additions or Site improvement shall be incorporated without prior written approval of the Owner. 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 Occupant's property.
17. A waiver of any one or more of the terms or conditions herein contained shall not be deemed to be a waiver of enforcement or compliance with any of the other terms and conditions of this other than those specifically waived and in no event shall any waiver be deemed to be a continuing waiver. The Occupant agrees that the Owner shall not be required to monitor and demand enforcement of the terms of this License in cases where the Occupant is not in compliance with this License.
18. By his/her signing of this license the Occupant hereby represents to the Owner and warrants that he/she has the responsibility and/or authority to sign on behalf of family members, guests, visitors or other persons attending the Site from time to time.
19. The Occupant further agrees that while his equipment of any nature is on the Owner's premises, he will not hire or permit any person or any company, other than the Owner to perform any labour thereon or to make installation of equipment thereof; it being understood that the Owner does not permit any competitive labour or services to be performed on its premises without its express written authorization. The foregoing limitation is not intended to prevent the Occupant or his 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. Once such work is approved the Occupant shall provide the Owner a true copy of a Worker's Compensation coverage or liability insurance if self-employed.
20. The Occupant acknowledges that permanent structures of any kind are prohibited on the Site and the Occupant shall not claim to be the owner of a permanent structure used or intended for use as living accommodation on the Site. It is agreed that if there is a finding by a court, tribunal or office of competent jurisdiction that there is permanent living accommodation located on the site, or if such a claim is made by the Occupant, such claim or finding shall be good and valid grounds for termination of this License of Occupation.
21. The Occupant shall not register this License, Notice of this License or any other document related to this License nor any notice of those documents against the title to the licensed Site to the Park unless he has first obtained from the Owner approval in writing concerning the form and content of the document proposed to be registered. The foregoing shall not apply to the registration of a

Charge/Mortgage of License provided the notice of the License which it secures has been approved for registration as set out herein. The Occupant will be responsible for payment to the Owner for its out-of-pocket expenses incurred in connections with its review and approval of such proposed registration.

This Agreement signed on the date noted below shall be binding upon the heirs, executors, administrators and permitted assigns of the parties hereto.

Signed at: \_\_\_\_\_

Veilleux Camping & Marina

\_\_\_\_\_  
Julie Roy (owner)

\_\_\_\_\_ Date: \_\_\_\_\_  
Martin Hébert (owner)

\_\_\_\_\_  
Occupant #1 (printed)

\_\_\_\_\_ Date: \_\_\_\_\_  
Occupant #1 (signature)

\_\_\_\_\_  
Occupant#2 (printed)

\_\_\_\_\_ Date: \_\_\_\_\_  
Occupant#2 (signature)

## **Veilleux Camping & Marina**

### **Rules, Regulations and Marina Agreement**

#### **1. Children**

- 1.1. For safety reasons, no playing is allowed at the store, garage area and docks.
- 1.2. Parents are responsible for their children's actions, including paying and/or repaying for any eventual types of damages caused by their child/children.
- 1.3. Parents must ensure the safety of their children. If a staff member feels that a child should be under adult supervision or even that they are in danger, the responsible parent will be notified and the staff member may escort the child back to their campsite.

#### **2. Pets**

- 2.1. Animals must be on a leash at all times, in the campground AND on the marina property.
- 2.2. "Poop & Scoop" is in effect throughout the campground and the marina.
- 2.3. No pets should disturb any other occupants.

#### **3. Swimming Area**

- 3.1. Glass containers of any type and sharp objects are not permitted on the docks and swimming area.
- 3.2. Night swimming is not allowed.
- 3.3. Children under the age of 12 must be supervised by an adult at all times on or near the docks.
- 3.4. Veilleux Camping & Marina is not liable for any type of damage; injury or loss one may suffer as a result of or arising from the use of the docks and swimming area.

#### **4. Bay Area & Docks**

- 4.1. No bicycles on docks.
- 4.2. Fish cleaning is done at the camping sites or at personal home; no fish guts are to be burned or thrown in the garbage. A freezer is available to dispose guts at the garage.
- 4.3. Boat, pontoon and sea-doo speed in the bay is 2km/h: idle in and out of the bay, regardless of the size of boat or motor.
- 4.4. TSSA marina rules: "No one other than the fuel attendant must be on board a watercraft during refueling".
- 4.5. **Re-fueling any water vessel on the water or anywhere near the shoreline is prohibited. A min distance of 40ft. from the water is required to re-fuel.**

#### **5. Marina Agreement**

- 5.1. The Boat Owner agrees not **to transfer, sublet, assign, or permit** the use of their slip by any other person or vessel.
- 5.2. Veilleux Camping & Marina has the right to reassign a boat slip or a vehicle parking, at any time during the season.
- 5.3. Veilleux Camping & Marina is not responsible in any way to intervene or protect the vessel should foul or dangerous weather threaten to damage, or damages the vessel; is held harmless of any claims of any other owners of property or vessels at the facility arising out of contact with the Boat Owners Vessel. Boat Owner is responsible to Veilleux Camping & Marina for damage to its facilities or property arising out of contact with Boat Owner's Vessel, or any fuel or appurtenance therefrom, including, without limitation, dock damage, environmental fines, and all other liabilities.
- 5.4. The Boat Owner agrees to maintain insurance for the entire time the vessel is in the Marina Facility.
- 5.5. Veilleux Camping & Marina cannot be held liable for injury, damage or loss to person with the use of marina facilities or services.
- 5.6. It is the Boat Owner's responsibility to maintain their boats in good repair, have adequate mooring lines, be equipped with a bilge pump and be operated in a safe manner in the vicinity of the marina. If a boat sinks at the dock or in the marina, the Boat Owner is responsible for removing it and its contents immediately from the water and resort property.
- 5.7. It is the Boat Owner's responsibility to ensure the boat motor is not leaking any gas or oil; otherwise, an Environmental charge may apply.

- 5.8. The Boat Owner agrees that waste oil, gasoline, or any environmentally damaging product or waste must be removed and taken off the property.

## **6. Other**

- 6.1. Anyone caught stealing, damaging equipment, disturbing the campground, will be prosecuted to the fullest extent of the law.
- 6.2. Veilleux Camping & Marina is not responsible for theft, losses, and damages to personal property, at any time in the campground. Occupants are responsible to have insurance on their personal belongings.
- 6.3. Veilleux Camping & Marina is not liable for any loss or damage of any kind due to an act of nature, a power outage or a jumped breaker.
- 6.4. Smoking cannabis products is strictly forbidden around children under the age of 19, and in public places (docks, boat launch, store, patio...). Lawful consumption of cannabis is permitted on the Occupant's site only.

## **7. Warnings / Process of Eviction**

- 7.1. A warning letter is given in the case where any rule mentioned above is disrespected or violated.
- 7.2. Our process of eviction is characterized by two warning letters, followed by a third letter which is the final eviction notice. (Warning letters stay on file for 2yrs.) In the event where immediate eviction is unquestionable, the above mentioned is void. Veilleux Camping & Marina reserve the right to terminate an Occupant's camping privileges at any time, for any reason, for violation of any rules here aforementioned, without a lot fee refund. *(The term "eviction" implies that the Occupant must remove all of their possessions from the Lot, and selling is not an option. Anybody evicted from the campground is evicted for a valuable reason, and thus is no longer welcomed at Veilleux Camping & Marina Campground.)*

## **8. Billing**

- 8.1. Contact info on file must be accurate. Veilleux Camping & Marina is not liable if information sent is not received.
- 8.2. There is a \$50.00 charge for NSF (Not Sufficient Funds) cheques.
- 8.3. All invoices will be sent electronically only.
- 8.4. All receipts for invoices will now be sent electronically only.
- 8.5. All invoices will be sent on April 1st and must be paid before the beginning of the season.
- 8.6. Invoices can be paid in cash, check, debit or electronic transfer.

**-Veilleux Camping & Marina reserves the right to modify and/or add content to this document at any time  
-Any modification(s) to this document will be communicated via e-mail**

Thank you for understanding and respecting ALL the above-stated.



## Veilleux Camping & Marina

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# WAIVER AND RELEASE OF CLAIMS, ASSUMPTION OF RISK AND CONSENT TO MEDICAL TREATMENT

This Waiver must be carefully read in consideration of the opportunity of being a willing Attendee permitted to enter the Premises. As used herein, the term “Releasees” is defined to include the following: The Campground, its subsidiaries, affiliated organizations, owners, members, managers, directors, officers, past and present employees, agents, representatives, successors and assigns.

1. I expressly acknowledge and agree that my attendance at the Premises and participation in the activities of the Campground may involve the risk of serious injury and/or death and/or property damage.
2. I am fully aware of the risks and hazards inherent in my attendance at the Premises and participation in the activities of the Campground and I voluntarily, knowingly and freely assume all risks associated with participating in the activities of the Campground and entering the Premises, including, but not limited to, my own actions or inactions (or the actions or inactions of my minor child/ward), the actions or inactions of others (including but not limited to the Campground owners, officers, directors, managers, staff, volunteers or visitors), falls, injuries, illnesses, infections, contact with others (including but not limited to the Campground owners, officers, directors, managers, staff, volunteers or visitors), navigating any and all obstacles and any defects of the Premises.
3. I represent and warrant to the Releasees that I am in good physical condition, am able to safely participate in the activities of the Campground and have no medical condition that would make my participation in the activities of the Campground more hazardous.
4. If I am pregnant, disabled in any way or have recently suffered an illness or injury; I consulted a physician before participating in the activities of the Campground
5. I consent to medical care and transportation in order to obtain treatment in the event of injury to me as the Campground owners, officers, directors, managers, staff, volunteers or other medical professionals may deem appropriate and understand that this Waiver extends to any liability arising out of or in any way connected with such medical treatment or transportation.
6. I understand and agree that I am expected to exhibit appropriate behavior at all times while I am attending the Premises and while I am participating in the activities of the Campground to obey all local, provincial and federal laws, both criminal and civil. This includes, generally, respect for other people, equipment, facilities or property.



7. I understand and agree that I may not bring weapons or illegal substances to the Premises.
8. I understand and agree that the Releasees are not responsible for any personal item or property that is lost, damaged or stolen while I am participating in the activities of the Campground or on the Premises.
9. I recognize and acknowledge that there are hazards and risks of physical injury or illness to myself in attending the Premises and participating in the activities of the Campground and that not all such hazards or risks can be fully eliminated. I freely and voluntarily agree to assume the full risk of death, bodily injury or property damage, regardless of severity, that I (or my child/ward) may sustain as a result of my participation in the activities of the Campground or attendance at the Premises, howsoever arising, including, but not limited to, the active or passive negligence of the Releasees.
10. I agree to indemnify the Releasees from any and all third-party claims, howsoever arising, for any loss, liability, damage or cost they might incur, including, but not limited to, claims arising in whole or in part by my negligent or intentional acts or omissions while participating in the activities of the Campground or attending the Premises.
11. I indemnify and hold harmless the Releasees from any loss, liability, damage or cost they may incur while I am participating in the activities of the Campground or while attending the Premises, howsoever arising, including, but not limited to, being caused by the negligence of the Releasees.
12. I hereby and forever release, waive, discharge and covenant not to sue the Releasees for any injury or damage to me, my personal representatives, assigns, heirs and next of kin, for any claims, causes of action, obligations, lawsuits, charges, complaints, controversies, damages, costs or expenses of whatsoever kind, nature, or description, whether direct or indirect, present or future, in law or in equity, in contract or in tort, or otherwise, whether known or unknown, arising out of or connected with my (or my minor/ward's) participation in the activities of the Campground or while attending the Premises, howsoever caused, including, but not limited to being caused by the negligence of the Releasees.
13. I hereby and forever release, waive, discharge and covenant not to sue the Releasees for any injury or damage to me, my personal representatives, assigns, heirs and next of kin, for any claims, causes of action, obligations, lawsuits, charges, complaints, controversies, damages, costs or expenses of whatsoever kind, nature, or description, whether direct or indirect, present or future, whether known or unknown, arising out of or connected with my (or my minor/ward's) participation in the activities of the Campground or attending the the Premises, under the terms of any statute, including, but not limited to, any claims under the Occupiers' Liability Act, R.S.O. 1990, c. O.2, as amended; and, the Negligence Act, R.S.O. 1990, c. N.1, as amended.

14. I understand and acknowledge that the laws of the Province of Ontario shall apply to all matters relating to this Waiver regardless of the activity location, that the exclusive jurisdiction for any dispute with the Releasees resides in provincial or in federal court in Ontario. I expressly consent to the exercise of personal jurisdiction in connection with any dispute with the Releasees arising from my participation in the activities of the Campground or while on the Premises of the Campground.
  
15. I expressly agree that this Waiver is intended to be as broad and inclusive as permitted by the law of the Province of Ontario, and that the invalidity or unenforceability of any term of this Waiver does not affect the validity or enforceability of any other term. Any invalid term will be treated as severed from the remaining terms.
  
16. I acknowledge that in contract disputes, any ambiguity within the contract is generally interpreted against the contract drafter. However, with this knowledge, I do hereby agree that any ambiguity within this Waiver is to be interpreted in favour of the Campground.

Veilleux Camping & Marina

_____	_____	Date: _____
Julie Roy (owner)	Martin Hébert (owner)	
_____	_____	Date: _____
Occupant #1 (printed)	Occupant #1 (Signature)	
_____	_____	Date: _____
Occupant#2 (printed)	Occupant#2 (Signature)	