



**2026 LICENSE OF OCCUPATION**

**BETWEEN:**

2701874 Ontario Corp O/A Veilleux Camping & Marina

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(CAMPGROUND OWNER/OPERATOR (Hereinafter the "OWNER"))

**-- AND --**

Name: \_\_\_\_\_ Date of Birth: \_\_\_\_\_  
(Site User/Contracting Party: hereinafter the "CAMPER") #1

Name: \_\_\_\_\_ Date of Birth: \_\_\_\_\_  
(Site User/Contracting Party: hereinafter the "CAMPER") #2

**CLIENT CONTACT INFORMATION:**

Telephone: Phone #1: \_\_\_\_\_  Home Phone  Cell Phone

Phone #2: \_\_\_\_\_  Home Phone  Cell Phone

Primary Email: \_\_\_\_\_

Secondary Email: \_\_\_\_\_

**PRIMARY RESIDENCE / HOME ADDRESS:**

Full Address (include physical and postal box, if applicable):

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

**INSURANCE INFORMATION FOR THE TRAILER:**

Insurance Company Name: \_\_\_\_\_

Policy #: \_\_\_\_\_

Period of coverage From: \_\_\_\_\_ To: \_\_\_\_\_

Trailer Make: \_\_\_\_\_ Trailer Model: \_\_\_\_\_ Trailer Year: \_\_\_\_\_

**VEHICLE INFORMATION:**

Vehicle 1 Licence Plate #: \_\_\_\_\_

Vehicle 2 Licence Plate #: \_\_\_\_\_

Golf Cart or ATV:  Yes  No

*(All Golf Carts and ATVs require a separate Agreement which will be forwarded under separate cover)*

**ALL USERS INFORMATION:**

The Camper and the following persons may use the site, provided this License is operative and in good standing (all users must have the same address - indicate all children):

Name	Date of Birth

**LICENCE OF OCCUPATION:**

The Owner has agreed to grant a license to the Camper to use the following site with the services specified:

**Campsite # : \_\_\_\_\_ (the Site)**  
**at \_\_\_\_\_ Veilleux Camping & Marina \_\_\_\_\_ (the Park)**  
**located at 20 Desgroseilliers Road, Hearst On P0L1N0**

The license of use of the Site by the Owner to the Camper shall be in consideration for and subject to the following terms and conditions: A 123 day license for a term commencing on the **15<sup>th</sup> day of May, 2026, and expiring on the 15<sup>th</sup> day of September, 2026.**

**License charge for use of the Site is detailed on invoice sent by email.**  
**The fees include: filtered water, sewer, garbage service.**  
**All lots fees are to be determined by its size and location, plus the following (if applicable):**  
**Hydro: Metered for each site and billed after closing**  
**NSF Fee: \$50**  
**Disturbance Fee: \$50**

**The Park is closed from September 15th 2026 to May 15<sup>th</sup> 2027, with no water, sewer, road clearing, or other services and only pre-authorized, limited access to the Site will be permitted.**

**It is expressly acknowledged that there is no representation or assurance by the Owner to the Camper that this license will be renewed annually and absent any written agreement of renewal of this license for any period, the Camper shall vacate the site at the end of the term.**

In the event of a Park operations shut-down or opening delay imposed by governmental, public health or other regulatory authorities, the License charge shall nonetheless be payable in full, subject only to the Owner's sole and exclusive exercise of discretion, which may be unreasonably exercised, in determining whether the License charge shall abate during the period of shut-down or delay, as the case may be.

## **TERMS AND CONDITIONS:**

**The Camper agrees to abide by the terms of this license agreement, and to ensure other permitted Site users abide by the terms of this agreement.**

Camping is an outdoor recreational activity. The participants known as campers leave their primary residence and enjoy the amenities and natural features of the outdoors. A campground is a designated area where seasonal camping takes place.

1. It is agreed by the parties that the intended use of the Site is for seasonal recreational and vacation purposes only. The Park is designed and intended for use for seasonal or temporary campground and recreational use only and as such the trailer on site cannot and shall not be used as a permanent or principal residential or home address. No commercial uses or activities shall be engaged in at the Site or the Park by the Camper or persons permitted at the Park by the Camper.
2. It is agreed by the parties that the actual use of the Site shall be for seasonal, recreational purposes for temporary periods of time only and as further restricted by periods of Park Closure. As well, during any use of the specified site by the Campers, the Campers shall maintain a primary residential premises elsewhere than at the Park that the Campers have unlimited access to and it is acknowledged by the Camper that zoning for the Park prohibits residential uses of Sites in the Park.
3. It is agreed and understood between the Owner and the Campers that the word "trailer" as set out in paragraph 1 above, shall include Recreational Vehicles and Park Model Trailers (as defined by the C.S.A. Standards Z-241), but shall not include Mobile Homes as defined by the C.S.A. Standards Z-240
4. It is agreed and understood between the parties that the words "seasonal" or "temporary periods of time" as set out in paragraph 2 above may include periodic or recurrent use pertaining to all seasons of the year but shall not include use of the Site when the Park is closed.
5. This license is for the occupation of the Site only and the Camper 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 Site and the Park.
6. All charges for a deposit, storage, rent, services, etc., are due and payable when invoiced (a schedule of deposit and added charges is attached to this License Agreement)
7. All deposits are non-refundable and are held against the final balance owing in any year. The deposit is forfeited as liquidated damages and not as a penalty upon breach of any term of this agreement.
8. In addition to the Site, the Camper shall have the use in common with others so entitled to all common areas provided without additional charge. 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 October 1st of each calendar year.
9. In addition to the foregoing, the Camper 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 Camper which additional charges shall be payable immediately upon receipt of any notice or demand for payment received by the Owner and conveyed to the Camper.

10. The Camper shall not cultivate, produce or distribute cannabis anywhere on Park lands, the Site, or in the Camper's trailer.
11. Lawful consumption of alcohol or any other substance that may impair cognitive judgment and mobility, and the smoking of tobacco, cigarettes, or cannabis, is permitted on the Camper's Site only and is prohibited in all common areas of the Park unless otherwise permitted as designated in the Park Rules; however, in the event that consumption or smoking on the Site is the subject of valid nuisance complaints by other Campers or their visitors, as determined solely by the Owner, then the Owner may further restrict such on Site consumption or smoking as deemed by the Owner to be appropriate.
12. The Camper hereby acknowledges receipt of and agrees to be bound by the terms and conditions of the Rules of the Park as presently in existence, being Schedule A hereto, 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 Camper. If the Camper objects to the amendment to the Park rules, the Camper 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.
13. The Camper hereby undertakes and agrees that he will inform any family members and guests, visitors or other persons attending at the Camper's Site as to the Park rules, from time to time. The Camper is responsible for the observance of the Park Rules personally or by his permitted family members, guests, visitors or other persons attending at the Camper's site or in the Park with the Camper's permission or knowledge.
14. Any failure to remit any payments required under the terms of this agreement and any breach of any of the Rules of the Park by the Camper, their permitted family members, guests, visitors, or other persons attending at the Camper's Site, shall be deemed to be a breach of this license and this license may be immediately terminated at the option of the Owner.
15. The Camper hereby authorizes and directs the Owner, upon termination of this license for any reason, to act as the Camper's agent for the securing and/or removal of any of the Camper's property from the above Site, or elsewhere in the Park, and the Owner shall not be liable for any damages thereby occasioned.
16. 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, contagion, forest fires, sewage or water system failures, nor shall the Owner be legally responsible in any way for collision or otherwise to trailers, additions, improvements or cars or their contents, regardless of cause. The Camper agrees that the use of the Park or its facilities is solely at the risk of himself, his family and guests. The Camper, 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 of occupation of the above mentioned site and use of the 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 Camper 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 the license.

17. The Camper shall, during the entire period of occupancy, at his sole cost and expense, obtain and keep in full force and effect, fire and property damage with respect to the Camper's property on the site, and public liability insurance in an amount of \$1 Million dollars. On demand at any time by the Owner, the Camper shall provide written proof that all such insurance is in full force and effect; furthermore, the Camper shall notify the Owner in writing in the event such insurance is cancelled or otherwise terminated.
18. The Camper 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 Camper, his permitted family members, guests, visitors or others attending at the Camper's Site with the Camper'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.
19. The address for notification to the Camper of a Notice to be given under the term of this license, or otherwise, shall be at the primary home address of the Camper 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.
20. 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 of 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 of Justice Act Rate), 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 Camper, members of his family, guests, visitors or other persons attending at the Camper's Site or at the Park with the Camper's permission from:
    - i. staying past 8:00 p.m. on any night of the aforementioned fourteen (14) days;
    - ii. attending or participating in any common activities as may be held in the Park.
21. The Camper 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 Park with respect to the sale of any trailer or structure.
22. This license is personal to the Camper and is not assignable unless the Owner consents, which consent may be unreasonably refused.
23. In the event that this Site shall be repossessed under the terms of this license, any goods including any trailer that the Camper 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 Camper 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

24. Notice is hereby given that 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. 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.
25. The Camper of the Site shall exercise such care as is reasonable in the maintenance of the Site and trailers or structures on the site, including ensuring that smoke and carbon monoxide detectors are installed and fully operational in trailers and structures on the site, during the term of his License to ensure that persons entering on the Site and the property brought on the Site by such 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 Camper to do so. This clause is included to exclude and modify the Owners' liability as described above and in accordance with the exclusion and modification permitted by the Occupiers' Liability Act, Ontario
26. No add-ons, additions or Site improvements 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 Camper's property.
27. 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 Camper agrees that the Owner shall not be required to monitor and demand enforcement of the terms of this License in cases where the Camper is not in compliance with this License.
28. By his/her signing of this license the Camper 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 at the Site from time to time.
29. The Camper further agrees that while his trailer and 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 Camper 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 Camper shall provide the Owner a true copy of Worker's Compensation coverage or liability insurance if self-employed.
30. The Occupier acknowledges that permanent structures of any kind are prohibited on the site and the Occupier 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 Occupier, such claim or finding shall be good and valid grounds for termination of this License of Occupation
31. If the Camper shall become bankrupt then accruing License charges together with the License charges for the three months next ensuing shall immediately become due and payable, and the term shall, at the

option of the Owner, forthwith be terminated and such accelerated License charge and additional License charges shall be recoverable by the Owner as if it were License charges in arrears.

32. The Camper 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 or 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 Camper will be responsible for payment to the Owner for its out of pocket expenses incurred in connection with its review and approval of such proposed registration.
33. This 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. This license shall be read with all changes of gender and number as required by the context.

**AGREEMENT TO LICENCE OF OCCUPATION:**

I/We have read and agree to the terms and conditions of this License of Occupation. I/We agree to abide by such terms and conditions and by the CAMPGROUND **rules, regulations, and campsite standards**. I/We understand that I/we assume **all responsibility for the CAMPSITE and the contents** thereof, and for **the actions of all persons I permit to enter or occupy the CAMPSITE**.

This Agreement and its schedules, signed this \_\_\_\_ day of \_\_\_\_\_, **2026, shall be binding upon the heirs, executors, administrators, and permitted assigns of the parties hereto.**

\_\_\_\_\_  
Name of the owner (print)

\_\_\_\_\_  
Signature of the owner

\_\_\_\_\_  
Name of the camper (print)

\_\_\_\_\_  
Signature of the camper

I, the Camper(s) named for the specified site, acknowledge that I have provided personal information in accordance with this Licence Agreement and confirm that such information is accurate. **Initials** \_\_\_\_\_

I, the named Camper(s), consent to the **collection and disclosure of this personal information** by the owner, as required, for the purpose of **administering and enforcing this Agreement**. **Initials** \_\_\_\_\_

I, the Camper(s) named herein, acknowledge that this Agreement is governed by the **laws of the Province of Ontario**. I further understand that the **courts of Ontario** shall have **exclusive jurisdiction** in the event of any legal dispute between the parties. **Initials** \_\_\_\_\_

I, the Camper(s) named herein, acknowledge that **providing a copy of my driver’s licence is voluntary** and that this information will be retained to **demonstrate my primary residence**. I understand that this information will be kept on file and that I have **had the opportunity to redact any information on the copy that I do not wish to disclose**. I consent to the disclosure of the information contained on the copy of my driver’s licence **that I have not chosen to redact**. **Initials** \_\_\_\_\_

## SCHEDULE A RULES

### 1. **Guests**

Occupants are responsible for ensuring that all their guests are aware of the Rules and Regulations of VCM.

1.1. **Overnight guests (16yrs+): \$5.00/person/night**

1.2. Guests must park within the limits of the seasonal's lot. If space is not available, guest **MUST** use the public parking located outside of the campground's property. **It is prohibited to park on the side of the road, on empty lots or anywhere but on the seasonal's lot that the guest is visiting.**

### 2. **Children**

2.1. For safety reasons, no playing is allowed at the store, garage area and docks.

2.2. Parents are responsible for their children's actions, including paying and/or repaying for any eventual types of damages caused by their child/children.

2.3. 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.

### 3. **Pets**

3.1. Animals must be on a leash at all times.

3.2. **"Poop & Scoop"** is in effect throughout the property.

3.3. No pets should disturb any other occupants.

### 4. **Swimming Area**

4.1. Glass containers of any type and sharp objects are not permitted on the docks and swimming area.

4.2. Night swimming is not allowed.

4.3. Children under the age of 12 must be supervised by an adult at all times on/near the docks.

4.4. 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.

### 5. **In the Park**

5.1. Loud music/disruptiveness is not permitted from 12am-9am on weekends and from 11pm to 9am during the week; keep in mind your neighbors during the day.

5.2. The Occupants shall not harm and/or bother any other occupants in any way.

5.3. No feeding of wild animals (i.e., bread to fox) or throwing leftover food or grease in fire.

5.4. No trees / branches (alive or dead) are to be cut/damaged in any way without permission from the Owners.

5.5. It is forbidden to park on vacant land/site without permission from the owners.

5.6. It is forbidden to park any motorized vehicle on the side of the roads.

5.7. Chainsaws are not to be operated, in the park at any time unless otherwise stated.

5.8. Any type of firearm, including BB guns is not permitted in or near the campground.

### 6. **Garbage and Recycling**

6.1. Only large bags are to be put in the trailer. No loose garbage or small bags (ex. Grocery bags). A surveillance camera has been installed near the trailer.

6.2. **Prohibited garbage:** batteries, chairs, tires, lamps, BBQ's, tables, wood, carpet etc.

6.3. **Recycling:** beer cans, bottles, coolers, wine – to be put in specific bin (behind garage).

- 6.4. We encourage you to please bring recyclables home to limit garbage in the trailer and reduce garbage fees.
- 6.5. **If a user does not respect the instructions related to garbage and recycling, he will no longer be able to dispose of his waste on site and will have to do so at his own expense and on his own time.**

## 7. Motorized Vehicles

- 7.1. Speed limit is **10km/h** for all motorized vehicles (we do suggest 5km/h).
- 7.2. No Motorcycles or ATV's are to be driven around for fun and between 1am-8am. No "riding around" in the campground.
- 7.3. It is mandatory to wear a 'DOT' approved protective helmet.
- 7.4. No drinking and driving.
- 7.5. Excessive noise from ATVs will not be tolerated.
- 7.6. Permitted for **16 years old and older** who have their driver's license.

## 8. Lots & Occupants

- 8.1. All trailer sites must be kept clean, orderly and safe. Owners are allowed to give a notice to clean up site or give a notice of eviction if Occupants are not complying.
- 8.2. It is prohibited to have cameras of any kind on a camping site.
- 8.3. Any type of rodent poison is strictly forbidden, at any time.
- 8.4. Lot must be occupied with a trailer at all times. Not to be used for any other storage purposes.
- 8.5. No sewage (brown water) can be drained into underground barrels - it is illegal and will result in an immediate eviction.
- 8.6. Potable water is for personal use only; it is not for recreational use (i.e.: watering plants, washing trailer, washing cars, kayaks, etc.)
- 8.7. The use of septic friendly toilet paper is encouraged; do not flush feminine products.
- 8.8. It is strongly recommended to use a septic digestive enzyme (available in the store).
- 8.9. **Shelter/gazebo/addition:** maximum 12'deep x 12'wide x 8'high (walls).
- 8.10. No work of any kind can be started without an approval from the Owners.
- 8.11. Constructions on site must be done only between **9 am to 6 pm**.
- 8.12. No digging allowed without a written approval from the Owners.
- 8.13. Trailers/additions/sheds/structures/decks must be free of rot/mold/moss, and must be in a safe condition. Any timeworn trailer/addition that needs repairs may have to be removed within a specified timeframe determined by the Owners. Should compliances not be met, the Occupant could be evicted.
- 8.14. Any timeworn trailer/addition can be subject to a safety inspection, at any time, at the Occupants cost.
- 8.15. Decks and stairways must be free of rot, safe, sturdy, and in good condition.
- 8.16. No vehicle(s) or watercraft to be left on the lot over the winter. Otherwise, outdoor storage fees will apply.
- 8.17. No ropes/cables are to be tied to/or around trees, unless permitted by the Owners.
- 8.18. Campfires must always be attended (not from inside the trailer). Uncontrolled fires/bonfires, and burning petroleum products are forbidden. Fire must be fully extinguished / drowned if not attended.
- 8.19. Fire restrictions must be respected at all times.
- 8.20. Showers and laundry rooms are reserved for registered customers only.
- 8.21. Lots are rented to the **registered Occupants**, not to their guests. No Occupant present, no guest allowed. The Owners reserves the right to refuse consent to a proposed assignment or subletting arbitrarily.
- 8.22. In the event where individuals separate/divorced, the trailer on site **cannot be "shared"**.

- 8.23. Generators must be covered with a 3 side small shelter and top to reduce noise between **11 pm and 9 am**. It is strongly suggested to use inverter type generators.
- 8.24. **NEW: Starting in 2026, new seasonal campers MUST have an inverter generator.**
- 8.25. It is strictly forbidden for a trailer to be plugged into another Occupants' hydro pole.
- 8.26. All trailers/additions must continually be insured (million-dollar liability) while on Veilleux Camping & Marina.
- 8.27. **Service Calls:** technician/worker must sign-in at the office upon arrival. You must notify the technician about this rule.
- 8.28. All lots must be empty and left in good condition at the end of the lease (see Schedule B document). The Occupants shall obtain permission, by the Owners to leave permanent structures including, but not limited to gazebos, sheds, etc. in place.
- 8.29. Tenants who decide to leave their campers on their campsite after the closing of the campground **waive their right to access their trailers on foot or with a motorized vehicle until the reopening of the campground.**

## 9. Selling – Camping

- 9.1. If selling a trailer and/or set up, buyer must be **pre-approved by the Owners** to camp at Veilleux Camping & Marina.

## 10. Bay Area & Docks

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

## 11. New Occupants – Camping

- 11.1. **A two-year probation agreement:** eviction may take place at any time, for any reason, without a refund. Item **12** applies once the probationary period is over.

## 12. Warnings / Process of Eviction

- 12.1. A **warning letter** is given in the case where any rule is disrespected or violated.
- 12.2. Process of eviction: two warning letters, followed by a third letter which is the final eviction notice. (Warning letters stay on file for 2 yrs.) 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.)

## 13. **NEW: RENEWAL & SEASONAL CAMPING DEPOSIT & PAYMENT POLICY**

- 13.1. Seasonal campers must **confirm their intention to return for the next camping season no later than October 1st**. Campers who do not confirm by this date will be considered as not returning, and their site may be reassigned.
- 13.2. **NEW seasonal campers** are required to submit a **25% non-refundable deposit** to secure a seasonal site.

- 13.3. **October 1st**, all seasonal campers must submit a **\$250 non-refundable deposit** to confirm and secure their site for the following camping season.
- 13.4. **February 1st**, all seasonal campers must submit a second **non-refundable deposit of \$250**
- 13.5. **April 15th**, all seasonal camping invoices **must be paid in full**.
- 13.6. All deposits are **non-refundable** and will be **deducted from the total seasonal camping fees**.
- 13.7. Failure to meet any of the above deadlines may result in the **loss of the seasonal site**, which may then be reassigned at the discretion of campground management.
- 13.8. The **seasonal lot fees are non-refundable**, regardless of when one chooses to leave the campground.

**14. Billing**

- 14.1. Contact info on file must be accurate. Veilleux Camping & Marina is **not liable** if information sent is not received.
- 14.2. All invoices for seasonal fees will be **dated April 1st**, but sent in the **New Year**.
- 14.3. All invoices & receipts will be **sent electronically only**.
- 14.4. Invoices can be paid in **cash, check, debit or electronic transfer**.
- 14.5. **Late payment fee: 10% interest/month**.

*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.*

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**Initials Camper**

## SCHEDULE B

### NOT RENEWING / CANCELLING BEFORE START OF SEASON

*This constitutes a new policy applicable to all users. Careful reading is required.*

*By signing the Licence of Occupation, the Camper agrees to be bound by the policy set out in Schedule B.*

#### **NOT RENEWING**

1. Campers who are **not renewing** their contract, must **notify the office no later October 1st** and are to remove their units from the park **on or before October 15<sup>th</sup>**. Removal of your assets is not permitted until all outstanding fees and charges are paid in full.
  - a. On removal of your trailer and assets, **the site is expected to be raked of debris** and any holes left by decking, sheds, landscaping paths/stones, trailers etc., are to **be filled and leveled**. The only plants that may be removed from the site must be in a **moveable container**. If it's in the ground, it's part of the site and it **stays with the site**.
  - b. Failure to clean your site as described above will result in a **cleanup fee of \$250 + HST**.

#### **CANCELLING PRIOR TO START OF NEW SEASON**

2. Seasonal Campers who complete the ***Intent to Return form*** and pay the site **reservation deposit (\$250)** and decide to **cancel their seasonal reservation after the October 15<sup>th</sup> deadline and before April 1st, will lose their deposit(s)** and will be charged with a **monthly storage fee** as set out by management in the amount of **\$75 plus HST per month**.
3. Seasonal Campers who decide **after the 1st of April to cancel their seasonal site reservation** will be subject to the **full seasonal fees for the current year** prior to removal of the unit.

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**Initials Camper**

## SCHEDULE C

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

Please read this document (the "Waiver") carefully, as it affects your future legal rights. Please provide your initials on each page after reading. By signing below, 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 the Waiver and agreed to its terms.

Each individual attending the Premises and/or participating in the activities of the Campground must complete and sign the Waiver. A parent/guardian of a minor Attendee must complete and sign the Waiver on behalf of the minor Attendee.

This Waiver must be carefully read and signed 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.

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.

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.

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.

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.

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.

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.

This License of Occupation form is prepared for the exclusive use by members of Camping In Ontario.  
Any unauthorized use of this License form is prohibited.

I understand and agree that I may not bring weapons or illegal substances to the Premises.

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.

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.

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..

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.

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.

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.

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.

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.

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.

Pursuant to Ontario's Electronic Commerce Act, 2000, this Waiver may be executed electronically and in several counterparts via facsimile or electronic signature or original signature, each of which so executed shall be deemed to be an original, and such counterparts together shall constitute but one and the same document.

#### **PARENT OR GUARDIAN OF AN ATTENDEE UNDER THE AGE OF EIGHTEEN (18)**

1. I am the parent or guardian of the above-named minor (the "Minor"). I give my consent for the minor's participation in the activities of the Campground and to attend the Premises, I represent that the Minor is in good physical condition and acknowledge that I have reviewed, understood and agreed to the terms herein (such terms being interpreted as if they applied both to me and the Minor) and have the legal authority to enter into this Agreement on behalf of the Minor.
2. I acknowledge and agree to reimburse the Releasees and do hereby covenant and agree with the Releasee that I will at all times hereafter indemnify the Releasee of and from all claims and demands, suits or actions or claims for contribution or indemnity whether under the Negligence Act, the Occupiers Liability Act or otherwise which may be made or brought against the Releasee by the said above named Minor, or on his behalf or in any way arising out of the said accident and injuries including the costs of defending any such suits, actions or claims.

*If have minors under my responsibility. I have clearly stated their names and date of birth in the Licence of Occupation 2026.*

- Yes I have Minors under my responsibility and I have clearly stated their names and date of birth in the Licence of Occupation 2026.
- No I don't have minors under my responsibility.

**I understand that there are inherent and unforeseen risks involved in participating in the activities of the Campground or while attending the Premises. I have read this document in its entirety and fully understand its terms. I understand that I am giving up substantial legal rights by signing below, including the right to sue the Releasees. I acknowledge that I am signing this agreement freely and voluntarily and intend my signature to be a waiver and complete and unconditional release of all liability due to the negligence of the Releasees or, the inherent risks of participating in the activities of the Campground or while attending the Premises.**

**I acknowledge that I have read and understood this Waiver and agree to be bound by it.**

\_\_\_\_\_  
Name of owner (print)                      Signature of owner                      Date

\_\_\_\_\_  
Name of camper                                      Signature of camper                                      Date