



# Cedar Beach RESORT

## LICENSE OF OCCUPATION - 2023

**BETWEEN:**

**Compass Resorts Ltd. / Cedar Beach Resort**  
CAMPGROUND OWNER/OPERATOR (Hereinafter the "OWNER")

- AND -

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

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

**PERMANENT HOME ADDRESS:** \_\_\_\_\_

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

Telephone: Home.: \_\_\_\_\_ Cellular: \_\_\_\_\_

E-mail Address/s: \_\_\_\_\_

Address on the Driver's License the same as the Permanent Home Address: Yes \_\_\_\_\_ No \_\_\_\_\_

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

Campground assigned on policy as co-insured? Yes \_\_\_\_\_ No \_\_\_\_\_

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

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

Site: \_\_\_\_\_ at Cedar Beach Resort 15014 Ninth Line, Stouffville ON  
(the Site) (the Park)

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 213 day license for a term commencing on the 1st day of April, 2023, and expiring on the 31st 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.

The Park is closed from November 1st 2023 to April 1st 2024 with no water, sewer, road clearing, or other services and only pre-authorized, limited access to the Site will be permitted.

**PLEASE RECORD KEY FOB NUMBER(S) BELOW:**

**This can be found on the front of your key fob, beginning with 055. Key fobs not recorded will not be activated. You can list a maximum of 3 key fobs here.**

Key fob #: \_\_\_\_\_

License of Occupation continued

**VEHICLE REGISTRATION**

Please register your vehicles below. As explained in the *Parking* section of Schedule 1, **one** vehicle is permitted to be parked on your site. Passes for use of the parking lots can be purchased for any additional vehicles. Please list the information of your vehicles below. If your vehicle information changes, please contact the office to update your account.

**Main vehicle**

Make: \_\_\_\_\_ Model: \_\_\_\_\_

Colour: \_\_\_\_\_

Year: \_\_\_\_\_ License plate: \_\_\_\_\_

**Additional vehicle**

Make: \_\_\_\_\_ Model: \_\_\_\_\_

Colour: \_\_\_\_\_

Year: \_\_\_\_\_ License plate: \_\_\_\_\_

**Additional vehicle**

Make: \_\_\_\_\_ Model: \_\_\_\_\_

Colour: \_\_\_\_\_

Year: \_\_\_\_\_ License plate: \_\_\_\_\_

License of Occupation continued

License charge for use of the Site is \$\_\_\_\_\_ plus \$ 13% HST per season plus hydro and municipal property assessment fee shared between all season clients. Additional charges are laid out in Schedule 1.

**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.**

The season fee includes admission for two adults and two children under 18 years of age, including the Site User. These persons may use the site, provided this License is operative and in good standing:

|       |                           |                |
|-------|---------------------------|----------------|
| Name: | Relationship to Occupant: | Date of Birth: |
| _____ | _____                     | _____          |
| _____ | _____                     | _____          |
| _____ | _____                     | _____          |

**The Occupant 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 permanent residence and enjoy 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 for 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.
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 Occupants, the Occupants shall maintain a permanent residential premise elsewhere than at the Park that the Occupants have unlimited access to and it is acknowledged by the Occupant that zoning for the Park prohibits residential uses of Sites in the Park.
3. It is agreed and understood between the Owner and the Occupants 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 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 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 Occupant 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 September 30<sup>th</sup> of each calendar year.

### License of Occupation continued

9. 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.
10. The Occupant shall not cultivate, produce or distribute cannabis anywhere on Park lands, the Site, or in the Occupant'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 Occupant'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 Occupants 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 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, 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 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.
13. The Occupant hereby undertakes and agrees that he will inform any family members and guests, visitors or other persons attending at the Occupant's Site as to the Park rules, from time to time. The Occupant is responsible for the observance of the Park Rules personally or by his permitted family members, guests, visitors or other persons attending at the Occupant's site or in the Park with the Occupant'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 Occupant, his permitted family members, guests, visitors or other persons attending at the Occupant'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 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.
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 Occupant agrees that the use of the Park 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 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 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 or all of them arising as a result of or in any way connected with the license.
17. 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.

## License of Occupation continued

18. The address for notification to the Occupant of a Notice to be given under the term of this license, or otherwise, shall be 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.
19. 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 Occupant, members of his family, guests, visitors or other persons attending at the Occupant's Site or at the Park with the Occupant'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.
20. The Occupant 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.
21. This license is personal to the Occupant and is not assignable unless the Owner consents, which consent may be unreasonably refused.
22. In the event that this Site shall be repossessed under the terms of this license, any goods including any trailer 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.
23. 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.
24. The Occupant of the Site shall exercise such care as is reasonable in the maintenance of 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 Occupant 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.
25. 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 Occupant's property.
26. 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.

License of Occupation continued

27. 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 at the Site from time to time.
28. The Occupant 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 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 Worker's Compensation coverage or liability insurance if self-employed.
29. 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.
30. If the Occupant 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.
31. 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 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 Occupant 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.
32. 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.

*This License of Occupation form is prepared for the exclusive use by members of The Ontario Private Campground Association. Any unauthorized use of this License form is prohibited.*

License of Occupation continued

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

Compass Resorts \_\_\_\_\_

Name of Owner

\_\_\_\_\_  
Signature of Owner

\_\_\_\_\_  
Name of Occupant 1 (print)

\_\_\_\_\_  
Signature of Occupant 1

\_\_\_\_\_  
Name of Occupant 2 (print)

\_\_\_\_\_  
Signature of Occupant 2

I, the named Occupant for the specified site acknowledge providing the personal information pursuant to this license agreement and confirm the accuracy of the same. **I, the named Occupant consent to the collection and disclosure of this personal information for the use by the owner as required from time to time to administer and enforce this agreement.**

Initials Occupant 1: \_\_\_\_\_

Initials Occupant 2: \_\_\_\_\_

I, the named Occupant herein acknowledge that this contract is governed by the laws of the Province of Ontario. I further understand that the Ontario Courts are the Court of exclusive jurisdiction in the event of any Court action between the parties.

Initials Occupant 1: \_\_\_\_\_

Initials Occupant 2: \_\_\_\_\_

I, the named Occupant herein acknowledge that providing a copy of my drivers' license is voluntary and that this information will be retained to demonstrate my permanent residency. I understand that this information will be retained and that I have been given the option of redacting any information in the photocopy I do not consent to disclosing. I consent to disclosing the information on the photocopy of my drivers' license that I have not chosen to redact.

Initials Occupant 1: \_\_\_\_\_

Initials Occupant 2: \_\_\_\_\_



**Cedar Beach**  
RESORT  
**Schedule 1 - 2023**

**Occupancy of Lots and fees**

Lot fees are based on a family of 2 adults and 2 children or grandchildren less than 18 years of age. Occupants may register additional adults or children to their site for the current park pass rate. Only ONE sleeping/camping unit per site. Extra tents are not permitted on seasonal sites that are already occupied without approval from management. **Season passes do not cover subletting and occupants are not permitted to rent or sublet their trailers; doing so will result in immediate expulsion from the park with no refund.**

Seasonal fees are invoiced upon renewal in the fall and are due by April 30<sup>th</sup> of the current season for returning guests, and within 30 days of registration for new customers. Park access may be restricted by management until seasonal fees are paid in full. Seasonal fees will only be pro-rated for the purpose of trailer sales and seasonal guests coming in mid-season will be billed the lesser of the transient rate or seasonal price. There are no refunds for seasonal customers leaving mid-season. Sites will be considered vacant if not occupied by a trailer for greater than 30 days without previous permission from management.

Renewals for the concurrent season are due by the end of Labour Day weekend of the current season. Renewal deposits are a minimum of \$750.00. The renewal deposit is required to secure a spot for the following year; if no renewal deposit has been made there is NO GUARANTEE that a site will be available for the upcoming season. Any payments made after the deadline are subject to an additional late fee. Please see section on *Fees We Prefer Never To Charge*.

Any clients who wish to move sites must notify the office and fill out an application upon their renewal in the fall. Requests submitted in the spring will not be reviewed until the following season. There is an additional \$250.00 administration fee for anyone moving sites. Vacated sites are to be left in pristine condition or site restoration charges may be billed to customer.

If a new or current seasonal resident has indicated that they intend to return for the following season, but then wish to withdraw their application or renewal, they have until April 1st to give written notice to management. If a client misses this deadline, they will still be responsible for the full season fee. After giving written notice, the client will have two weeks from the announced road opening date to vacate the site of all property. If a client fails to vacate the property, they will be charged the posted daily high season transient rate until they clear the property. Vacated sites are to be left in pristine condition or site restoration charges will be billed to customer. Clients withdrawing their renewal will be charged the winter storage fee of \$1,000.00 plus HST and any previous payments or credits will be applied, including their renewal payment. Under no circumstances will the seasonal deposit be refunded.

Seasonal clients that fail to renew for the next season will be subject to pay the winter storage fee. This charge is an additional fee as it DOES NOT act as the renewal and will be charged together with the season fee.



### **Municipal Taxes**

The residential tax caused from residents' personal property on Cedar Beach Resort grounds will be divided up evenly between sites. This was done primarily because we had difficulty dealing with the inconsistent values put on trailers from MPAC (Municipal Property Assessment Corporation). MPAC does come by every couple of years to assess trailers and will place a value on any park model trailer or travel trailer deemed permanent. Residents will receive a bill for the divided share of the residential tax with HST applied. Copies of the HST ruling regarding MPAC charges and a copy of the property taxes for the current year will be left in the office for your review.

### **Mail**

As of November 1<sup>st</sup>, 2021, Cedar Beach will no longer accept any mail addressed to occupants and all mail received to our Canada Post mailbox will be returned to sender. We will still accept packages delivered to the office. Please ensure that you opt for paperless management of any documents or bills you receive to the park, our sign up for a P.O. box at a local post office.

### **Insurance**

All occupants agree to have third party liability insurance on any and all trailers/RV's/golf carts. Trailers are the responsibility of their owner to insure and should cover the entire year for protection against damage to trailers during the off season and when the park is closed.

### **Sale of Used Trailers Located in the Park**

- The 8% commission is based on a fair market value of the trailer and is applicable to all trailers sold privately or through the Office. Minimum commission of \$800.00 for any trailer sold on park property.
- All trailers must undergo both a Government regulated TSSA inspection and a full trailer inspection (complete with a report) by a third-party RV technician before being sold.
- Tow-able trailers (park models excluded) cannot be sold if older than 10 years of age. **Unless permission is given based on exception quality.**
- All private sales must be registered at the office.
- Sellers may list trailer through third-party websites and retain the right to show it privately.
- Park management reserves the right to refuse the resale of any trailer.

### **Park Model Policy**

New park model trailers (10 or 12 feet wide chassis) must be purchased through the Park Office. Cedar Beach Resort is a dealership for Woodland Park, Northlander, and Quailridge trailers that we are confident can accommodate your needs.

### **Business**

The occupant acknowledges and agrees that no business or sales shall be advertised or conducted on or from any site and the Park owner strictly reserves the right to act as the exclusive sales agent within the campground.

### **Visitors**

Visitors must pay and register at the office **before** entering the park. Unregistered Park visitors that do not register before entering the Park are trespassing on private property and will be removed from the premises. Access to amenities are privileges extended only to registered guests and paying visitors. Senior guests 65 and older are free for day use only and pay an overnight rate. See the *Parking* section for more information.

### **Etiquette**

Registered campers are responsible at all times for the safety and conduct of their family and any visitors to their lot. Occupants and guests must respect the property and privacy of other individuals in the park. Do not walk or drive across other sites. If you put up cameras, they must only have your site in view. Abuse of any staff will not be tolerated and will lead to eviction. This includes verbal abuse, threats, and disrespectful behaviour exhibited by occupants and their visitors. The various jobs of park staff are to ensure enjoyment for everyone and they are to be treated with dignity and respect.

### **Theft and Vandalism**

There is a zero-tolerance policy in effect in respect of any acts of theft or vandalism within the park. In the event that an occupant, their family, visitors, or invitees are caught vandalizing or defacing park property or stealing, the occupant and their trailer will be evicted from the park without refund or adjustment of the site fee.

### **Swimming Pools/Hot Tub/Splash Pad**

The swimming pools are opened in mid-June, after approval is received from the York Region Health Department, and closed down after the Labour Day weekend. During operational months, pools will be opened before 10 am and close at dusk for safety concerns. There may not be lifeguards on duty. Pool areas are reserved for seasonal campers and access for daily/overnight visitors may be limited. Please bring your current season pass bracelet to identify yourself as registered.

### **Pets**

Cedar Beach is a pet friendly park. Pets must be kept on a leash and quiet. Please clean up after them and be considerate of others. Due to public health concerns, dogs are not permitted on the beach or in the pool areas. Please do not leave your pet alone for extended periods of time.

### **Alcohol**

Alcohol may be consumed on the campsite only and must be kept out of the pool area. Excessive drinking or profane language will not be tolerated. Should you choose to smoke marijuana, we ask that you do it on your site. Please be courteous of your neighbours.

### **Fires and Fire Pits**

Small contained fires are approved by management in the absence of a burn ban from the Town of Whitchurch-Stouffville. Burn only clean dry wood. Please do not bring outside wood into the park. Occupant must have a means of extinguishment and no fire is to be left unattended. Fires need to be extinguished if leaving the site or retiring for the evening. Please do not burn garbage or yard waste and do be considerate of your neighbours and the direction of your smoke!

### **Fire arms**

No fire arms, air guns, sling shots, bow & arrows of any kind are permitted on park property.

### **Quiet Hours**

Between 11:00 pm to 8:00 am minimal noise tolerated and no music. All children under the age of 16 must be on their lot after 10:00 pm or accompanied by an adult. Noise disturbances to others will not be tolerated at any time. Construction hours are Monday to Friday from 8:30 am to 5 pm, Saturdays from 10 am to 5 pm, and Sundays from 12 pm to 4 pm. **No construction on long weekends.** No construction noise tolerated outside of the designated hours. **Please call security to report violations when they happen.**

### Parking

Seasonal fees include one vehicle that is to be parked on the lot. **ALL extra vehicles not parked on registered lots MUST still have a parking pass visible in the window. Additional seasonal parking permits are available for \$150.00 + HST per season and are provided with a hanging tag.** Parking passes will be discounted 50% with purchase of a visitor's season pass. White hanging passes must be displayed in the window and can be parked on either the registered site or in any designated parking lot. Day passes and overnight passes are available for purchase at the office. **Any vehicles untagged or parked in unauthorized areas (ex. vacant sites) are violating park rules and are subject to a fine without warning (see *Fees We Prefer Never To Charge*).**

### Hydro

It is the responsibility of the seasonal campers to pay their hydro expenses (usage plus the hydro service charge) within thirty days of invoice date. All invoices will be emailed to residents and available for pick up at the park office. **All campers must put down a hydro deposit of \$200.00 each spring which is applied to your fall bill.** Any electrical modifications must be completed by an approved electrician and approved by the park BEFORE the work is to start.

### Water System

Water service to all sites is generally operational from mid-April to mid-October for the use of park clients. The system is dependent on current weather conditions that are sadly beyond the control of Park Management. The maintenance staff cannot foretell an emergency shut down due to water breaks or cold weather and therefore cannot always give notice. Please be assured that the staff has your best interests in mind and we always strive to make repairs as quickly as possible.

Water to your site comes from our own wells and there is a limit to the amount available. Washing of trailers is only permitted on weekdays during the early spring. It is not possible to allow you to wash your trailer on weekends at any time. Please do not wash the sidewalk, patio or your car in the campground. Campers found to abuse the water system may be asked to leave the campground. All potable water is treated and tested in accordance with Ontario Regulation 319/08. For any information on testing results please ask at the Office. Occupants of the park are not permitted to have washing machines for laundry or dishwashers in their trailer.

### Sewage

Park sewage is treated throughout the park and is managed by Cedar Beach Resort Ltd. The system is designed to handle human waste and is not intended for items such as feminine products, condoms, "flushable" wipes, or grease. Abuse of these rules can severely damage the park system and cause backups that nobody enjoys. Customers disposing of grease and animal fats into the septic system maybe held libel for all repairs. Please ensure that you are sewer wise and only flush human products. Abuse will not be tolerated.

### Garbage

All household garbage must be put in plastic bags and placed in the dumpsters provided. Put **garbage free** yard waste (leaves and grass) in paper yard waste bags and leave these on the end of your lot to be picked up by maintenance. We cannot dispose of anything else in the dumpsters or by the garbage area. All larger appliances and items must be taken to the local dump, or you can put in a work order at the office and pay a disposal fee for the items to be removed. The garbage area is monitored by video cameras and anyone caught breaking these rules will be fined (see *Fees We Prefer Never To Charge*).

### Entrance Gates

Seasonal campers are permitted a to have one gate fob per registered adult registered on the site. Gate fobs cost is \$8.85 plus HST and is non-refundable. Gate fobs are for the use of Occupants identified and registered under the License of Occupation for the campsite only. **Allowing anyone in with your gate fob will render yours void.** The gate will close behind **each** vehicle. Please inform your guests about the gate. Tailgating the vehicle in front of you will damage the gate and your vehicle, which you will be liable for.

### Lot Maintenance

Park lots must be kept in a tidy and clean manner. Grass must be kept cut, trimmed and free of all rubbish and debris. **Lawns will be cut and charged to your account if not maintained at our discretion for a cost of \$50.00 per lot. Occupants will be given 4 days' notice prior to this action.** Spring leaf clean up must be done by the conclusion of the Victoria Day long weekend. Lots that have not been cleaned appropriately will be done so by Park staff and billed at \$45.00/hour. Campers notified of problems and complaints regarding their lot must take appropriate action to comply with park rules or may be asked to leave the campground.

**All park model trailers, as well as travel trailers with a deck, must be skirted within one year of entering the park (trailers under 30' without a deck are exempt).** Acceptable skirting materials are lattice (wooden or plastic) and vinyl siding available through the park office or any local building supply. Skirting of trailers not only improves the look of the park and is also necessary for many insurance companies.

### Golf Carts and Motorized Vehicles

All motorized vehicles operating on Park Property must be driven in a safe and responsible manner. The operator of a golf cart must hold a valid G2 or G certified driver's license and young drivers must provide proof of license if asked. Those holding a G1 must be accompanied by someone with a G license, per Ontario G1 rules. The number of passengers will not exceed number of seats and the speed limit is 15km/h. No alcohol may be consumed on the cart and driving under the influence of drugs or alcohol can result in police involvement. Screaming, hollering, abusive language, and boisterous behavior will not be tolerated. After 11 pm your cart must be back on your site and stay there until 8 am the next morning. A golf cart must have front and rear lights if driven after dusk. All carts must travel exclusively on roadways within the park and must abide by the indicated direction of travel on one-way streets. Please keep in mind any golf cart or any motorized vehicle has the same liability as when you are driving your car, so consider insurance and remember that you can be charged with impaired driving on park property.

**All golf carts must be registered at the park office before being driven in the park.** There is a fine for any unregistered golf carts. In order to register your cart with us, staff will inspect the cart to ensure there are stickers/indicators of the owner's site address at least 6" high on each side or on a license plate (example: Forest Lane 7 would say FL 7 on both sides). **We reserve the right to refuse the use of a golf cart to any occupants not complying with these requirements.** Infractions are subject to fines listed in *Fee's We Prefer Never to Charge*.

Dirt bikes, mini dirt bikes, ATV's, and side-by-sides, etc. are not permitted to be unloaded or ridden on park property.

### **Construction in the Park**

There are to be no fences or obstructions permitted on seasonal sites without written approval from management. Unauthorized construction can and will be taken down at the owner's expense. For unique situations of lot size and shape, exceptions can be made. Please see management at the park office. For construction hours, please see section on *Quiet Hours*.

**Storage sheds:** are permitted with 1 shed per site and each shed cannot exceed 48 square feet (8' x 6') for lots with neighbours directly behind them, and 64 square feet (8' x 8') for lots that do not. Sheds need to be of the newer plastic type construction. Two sheds may be granted special permission if total square footage is ~64 square feet with permission from the office. All sheds must be approved by park management and properly maintained or park staff will deconstruct them. Garage type coveralls are only permitted on a deck parallel to the trailer. Metal sheds are not permitted in the park.

**Decks & additional rooms:** Decks are permitted on seasonal sites providing a drawing of construction is submitted to the office and is approved BEFORE construction begins. All construction drawings will be kept on file. Decks must not exceed the length of the trailer with a maximum width of 10 feet unless a specific exception is granted due to lot size/shape or for the purpose of a wheel chair ramp. Florida rooms, add-a-rooms, and aluminum awnings shall only be purchased from and installed by persons or firms who have been approved and appointed by Park Management. This policy is intended to maintain the quality and appearance of the park.

**Work orders for limestone and screening deliveries:** will only be completed after a plan has been submitted and approved. These requests (parking pads, etc.) will be handled case-by-case.

**Hardscaping:** If an occupant would like to have hardscaping done (interlock, brick, paving, patio slabs, etc.), a separate hardscaping plan must be submitted and a \$2,000.00 deposit must be paid, which will be returned once the work is completed without damage to infrastructure. If an occupant or their contractors inflict damage to park property (ex. water lines, sewer lines, roads, cables, trees, and electrical infrastructure), The Occupant will be responsible for all costs associated with the repair. From time to time, Park Staff or contractors may need to make repairs to park infrastructure located on an occupant site and will not be responsible for returning the disturbed property back to the original state.

**Fees We Prefer Never to Charge (prices subject to HST)**

- Parking fine: \$20.00 per infraction
- Failure to register golf cart: \$50.00
- Underage golf cart driver: \$200.00
- Other inappropriate golf cart operation: starting at \$50.00 (ex. driving the wrong way on one-way street)
- Interest: The park charges interest at a rate of 1.5% on all balances after 30 days
- Winter Storage: \$1,000.00 October 31<sup>st</sup> to April 1<sup>st</sup>. Transient rates apply daily once the park is open
- Late Seasonal Renewal: \$50.00 for missing the deadline, plus \$5.00 per day
- Visitors: In addition to the regular admission price, \$20.00 will be charged per person that is not registered at the office BEFORE entering the park
- Seizing of Trailer: An additional \$500.00 plus additional fees
- Credit card charge: 2.5% of hydro and season fee payments
- Lot Clean up: \$50.00 to mow unkempt lawns
- Clean-up of unmaintained lot (1 hr min): \$45.00/hour/man and \$95.00/hour/man & tractor
- Large item removal: \$20.00
- Illegal dumping: starting at \$500.00
- Wristband replacement charge: \$33.33 (child) and \$100.00 (adult)

I agree to the Fees We Prefer Never to Charge: \_\_\_\_\_

Seasonal Occupant: \_\_\_\_\_

I \_\_\_\_\_ have read over the terms and conditions of the 2023 Schedule 1 of Cedar Beach Resort. I hereby abide and agree with these terms and conditions:

Date: \_\_\_\_\_

Signature \_\_\_\_\_

**FOR OFFICE USE ONLY**

- Key fob numbers recorded
- Driver's license of occupants photocopied **or** address verified to match LOO (can't be Cedar Beach's address)
- Client rebooked and invoice built with rate colour group information
- Client's information updated in FileMaker (**including vehicle information**)
- Renewal paid

Staff initial: \_\_\_\_\_

Powered by

