

# 2019-20 CAMPSITE CONTRACT - LICENSE OF OCCUPATION

Site #

**BETWEEN: GREEN ACRE PARK ("PARK") a Division of Mar-View Farms Limited (Hereinafter the "OWNER")  
- AND OCCUPANTS-**

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

(Site User/Contacting Party: hereinafter the "CAMPER") # 1

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

(Site User/Contacting Party: hereinafter the "CAMPER") # 2

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

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

Winter Phone: \_\_\_\_\_

Emergency Phone: \_\_\_\_\_

**I declare my PERMANENT/NON GREEN ACRE PARK RESIDENCE/PRIMARY RESIDENCE to be:**

Street: \_\_\_\_\_

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

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

I would like to receive my correspondence (invoice, campground contract, newsletters etc.)

Email: \_\_\_\_\_ Canada Post (at above address) \_\_\_\_\_

## **TRAILER INFORMATION**

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

Insurance Company Name: \_\_\_\_\_ Policy No: \_\_\_\_\_

I have read and understood the most recent "Site and Trailer Review" pertaining to campsite (Schedule C)

Yes: \_\_\_\_\_ No: \_\_\_\_\_

I have read and understand "Customer Orientation Brief"(New Customer Only):

Yes: \_\_\_\_\_ No: \_\_\_\_\_

**I have completed an "Equifax Credit Report Authorization Form"(New Customer only):**

Yes: \_\_\_\_\_ No: \_\_\_\_\_

Check Form of Use: Full-time (recreational use): \_\_\_\_ (greater than 90 days use)

Part-time (recreational use): \_\_\_\_ (less than 90 days use)

**CAMPSITE** The Owner rents to camper the campsite # \_\_\_\_\_ at the Green Acre Park.

The contract of use of the Site by the Owner to the camper shall be in consideration for the subject to the following terms and conditions: A 12 month contract for a term commencing on the 1st day of November , 2019.

Expiring on the 31st day of October , 2020. Is expressly acknowledged that there is no representation of assurance by the Owner to the Camper that his contract will be renewed annually and absent any written agreement of renewal of this contract for any period, the Camper shall vacate the site at the end of the term. Campsite fees are based duration of stay and are detailed on Schedule B, included in this contract. Equifax Credit Check will be done for all new Customers.

**The Park is closed from January 1st, to March 1st, without water, sewer, road clearing, or other services and with no overnight accommodation during this period of time. Walking in Park requires preapproval of Staff.**

**PARK RULES AND REGULATIONS** The camper acknowledges that the Camper has read and understands the terms of this contract, has read the rules and regulations governing the operation of the Park and understands the terms of such rules and regulations. (also found on website www.greenacrepark.com). The Camper agrees to comply with such terms and regulations and any changes made during the term of this contract and to require the Camper's guest and visitors to comply also.

Office Use: SD Paid  Credit Check Approval  Google Doc  Hydro Reading  QB  Online Pmt  cheques \_\_\_\_\_

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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. Amendments to the contract at the sole discretion of the Owner may be instituted with written notice to the camper. If the Camper objects to the amend to the Park rules, the Camper may, upon written notice to the Owner within seven (7) days of receipt of such amendment, terminate the contract and leave the Park within (14) days of delivery of written notice to the Owner with no penalty.

The Camper hereby undertakes and agrees that he will inform any family members and guest, visitors or other persons attending at the Camper's site as to the park rules. 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.

**USE OF CAMPSITE, VACANCY PERIOD AND 10 MONTH OCCUPANCY** It is agreed between the parties that the intended use for the Site is for 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 be used as permanent residential or home address.

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 residential premise elsewhere than at the park, that the Campers have unlimited access to and it is acknowledged by the Campers that zoning for the Park prohibits residential uses of Sites in the Park.

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, from January 1st. to March 1st. in any given year.

All charges for a deposit, storage, rent, services, etc., are due and payable when invoiced (Schedule B Seasonal Rates is attached).

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, his permitted family members, guest, visitors or other persons attending the Campers Site, shall be deemed to be a breach of this contract and this contract may be immediately terminated at the option of the Owner. Since the Park is not deemed a residential property under the Residential Tenancies Act, any breach of contract requires vacancy of premises.

## SECURITY DEPOSIT

The Camper shall pay to the Owner, upon the execution of this contract, a one time security deposit in the sum of **\$500** OR

(amount deemed necessary due to the age/condition of the trailer& site contents). The security deposit and will be held by the Owner, to be applied to the last month's fees or others amounts owing by the Camper to the Owner. The Owner shall accrue to the Camper, on an annual basis interest on the security deposit, calculated at the rate established from time to time as the Bank of Canada prime rate for Canadian customers, less one per cent per annum. The said prime rate shall be set for the purposes of the contract at the commencement date of this contact and updated semi-annually thereafter. Refund of security deposit shall be November 30th or 30 days after sale of trailer closes. If a trailer is older than 20 years the Security deposit will be a minimum of \$1500.

**INTEREST ON OVERDUE ACCOUNTS** All charges owing under this contract are due and payable upon accounts being rendered. Non-payment of charges constitutes breach of this contract and interest at the rate of 2% per month shall be charged on monies overdue.

**WAIVER, RELEASE AND INDEMNITY** The Camper waives and releases any claims that the Camper may have against the Owner, its officers, employees, agents, or servants arising from any damage or injury incurred by the Camper at the Campsite as the result of any act, on the owner's part or on the part of its employees, agents, servants, or guests, whether negligent or otherwise.

The Camper also agrees to indemnify and save harmless the Owner, its officers, employees, agents, and servants from all claims, suits, actions (and damages arising there from) which may be brought against the owner, its officers, employees, agents and servants arising in any manner whatsoever at the Campsite from any acts or failure to act by the Camper, or the Campers employees, agents, servants, and guest.

**ASSIGNMENTS** The parties agree that the Camper cannot assign this contract, without the consent of the Owner, and that the Owner may assign this contract. Upon assignment by the Owner, it shall be relieved of any continuing liability to the Camper pursuant to this contract.

**ABANDONMENTS** In the event that the Camper abandons the Trailer for a period of sixty (60) or more days, without the prior agreement of the Owner, the Owner may remove the Trailer from the Campsite. The Camper releases the Owner, its officers, employees, agents, and servants from any loss or damages incurred to the Trailer and its contents as a result of such removal.

The Camper shall pay all removal costs, storage and miscellaneous charges incurred by the owner.

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The Owner shall give the Camper 15 days notice of such charges and should the Camper not pay to the owners such charges with 15 days after receipt of such notice, the owner shall have the right to sell the Trailer and its contents and apply the sale proceeds to pay all monies owing by the camper to the Owner. Any proceeds remaining after the payment of such costs shall be paid to the Camper.

In the event that this Site shall be repossessed under the terms of this contract 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"), 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 due under this agreement and the Owner may recover costs and/or monies owing in accordance with the provisions of the Act.

**LIEN** The Owner shall have a lien or charge against the Trailer and its contents for all overdue fees, commission payable on its sale and other miscellaneous charges incurred by the Owner pursuant to the terms of this contract or any ancillary agreement.

**SALE OF TRAILER ON SITE** In the event that I complete a sale of my trailer situated at Green Acre Park while the same trailer is situated on the site. I agree to pay to Green Acre Park a division of Mar-View Farms Limited a fee of \$1095 + HST in cash immediately upon the completion of said sale. The Green Acre Park management must approve all new prospective owners before the sale of the trailer is complete. In the event the seller does not pay the required fee on final closing date, we the management of Green Acre Park reserve the right to remove the trailer from the site without compensation to buyer or seller. The camper's 1st installment is non refundable.

**TAXES AND CHARGES** The Camper shall pay all municipal, provincial, or federal taxes or charges levied against the Trailer, its contents and the Campsite during the term of this contract and until such time as the Trailer has been removed from the Campsite. A \$50 service charge will be paid to the Owner for any NSF (insufficient funds) cheque. See Schedule B Seasonal Rates.

**NOTICE** Notice required by this contract, the rules and regulations of the Owner, or any other ancillary agreements made between the Owner and the Camper, may be delivered to the Camper in person, or by courier or by registered mail to the Camper at the Non-Green Acre Park residence address shown in this agreement and to the Owner by courier or registered mail to the Owner at 580 Beaver Creek Road, Waterloo, Ontario, N2J 3Z4 (519-885-1758). Service by registered post shall be deemed to have been received four days after the day of posting.

**PRIVACY POLICY** A copy is available in our store or online

**The Camper acknowledges that the Camper has read the terms of this contract and understands the terms of this contract, and agrees to observe and comply with the terms of this contract. The Camper declares all information provided to be true and accurate and warrants that he/she has responsibility and authority to sign on behalf of family members, guests, visitors or other persons attending at the site.**

Date at Waterloo, Ontario this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

Mar-View Farms Limited, Green Acre Park

Per: \_\_\_\_\_

Name: Bruce Martin, President

I have authority to bind the corporation

Camper Signature: \_\_\_\_\_

Print: \_\_\_\_\_

Camper Signature: \_\_\_\_\_

Print: \_\_\_\_\_

Witness Signature: \_\_\_\_\_

Print: \_\_\_\_\_

**The campsite of this contract can be used between May 1 to October 31 if it is a 6 month use site and March 1 to December 31 if it is a 10 month site, annually with no access permitted during storage or park closure.**

**PENALTY FOR USE OUTSIDE OF CONTRACT DATES; \$500 per violation.**

**No late or early use of site --- overnight camping sites to be used instead.**

**\*\*This contract expires October 31, 2020 and MUST be completed and signed Annually\*\***

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## Schedule B: 2019-20 Seasonal Rates

On October 1, we invite our campers in good standing to renew their site for the next season— November 1 to October 31. This annual term represents a twelve month commitment between the Park and you, the customer. All Site fees must be paid in full by May 1.

There are Two basic forms of billing:

### **1. PART TIME Recreational Use – (up to 90 days of use between May and October) - Annual Term**

May 1 to October 31 Site Use(6 mo= \$3990) + Nov 1 to Apr 30 Storage ( 6 mo =\$480) \$4470.00 + HST  
NO Off Season Use For November 1 to April 30

### **2. FULL TIME Recreational Use- (Greater than 90 days of use between May and October) - Annual Term**

Site Use	Storage	Total Price
MINIMUM INCLUSIVE		
6 Month Site	May 1 to October 31 (6mo=\$4500) Nov 1 to Apr 30 (6 mo=\$480)	\$4980.00 + HST
10 Month Site	March 1 -December 31(10 mo=\$7500) Jan 1 to Feb 28 (2 mo=\$160)	\$7660.00 + HST

### **Payment Instalments for 2019-2020:**

<u>Due Date</u>	<u>Installment/Deposit</u>
October 1, 2019	\$800 + Campsite Contract <b>Non-refundable*</b>
December 1, 2019	\$800
March 1, 2020	\$800
April 1, 2020	\$800
May 1, 2020	Balance due—see individual invoice

No refund after May 1,2019 if site is Vacated. Park is closed January and February

Hydro will be billed separately - 3 times per year: May 1, August 1, October 31

Refundable security deposit -Amount found on Contract: between \$500-\$4000, due upon entry, refund will be issued within 30 days of terminated campsite contract

Tax (on applicable trailers) due on May 1 each year (Labelled as Large Trailer Fee - billed on Annual Site Fees Invoice)

Payment Forms: Cheque or Online Bank Bill Payment (payee)

**No use of Site after October 31 & before May 1 on 6 month sites: Penalty \$500 per violation.**

**No use of Site after Dec 31 & before March 1 on 10 month sites: Penalty \$500 per violation.**

**\*Non-refundable 1st Installment if trailer is sold, site vacated or terms of contract cut short**

**Check - in and Check - out at 1 pm.**