

2020 License to Occupy Seasonal Site & Code of Conduct

BETWEEN

Initials _____

Springbrook Resort/Springbrook Management Ltd. (Hereinafter the "PARK")

4527 Highway 93/95, Skookumchuck, BC V0B 2E0

AND

Name: _____

(Site User/Contracting Party: hereinafter the OCCUPANT)

Home Address: _____ ZIP Code _____

City/Town: _____ Province: _____

Tel: Res/cell _____ Tel: Cell _____

E-mail: _____

Registered Vehicle(s): _____ Insurance attach a copy _____

#1 License, make/model year of RV _____

#2 License, make/model year of Vehicle(s) _____

Number of people/pets to Occupy Site: _____

Names and Ages: _____)

The Park agrees to license the Occupant to occupy the following **site#** _____ (hereinafter the "Site")

with the following services: **Water (under Quality Advisory), 30amp Hydro, Sewage, and limited garbage removal (no garden waste).**

The license of the Site by the Park to the Occupant shall be in consideration for and subject to the following terms and conditions:

OCCUPANT

1. This license is personal to the above named Occupant and those eligible family members listed, in accordance with the campground rules. It is understood that other visiting family members and friends shall be charged admission at the rate of \$4/day/person. (pets at the rate of \$3/day/pet.) *** Until BC State of Emergency is lifted no Visiting of family and friends.**

LICENSE

2. The License constitutes a license only for the occupation of the Site by the specified RV, and is not a Bailment Agreement. The Park does not, in any way, take possession of, or undertake any duty to take care of, the licensed RV. The Occupant acknowledges that he is a licensee with respect to any facilities assigned to the Occupant and is deemed to have willingly assumed, without restriction, all risks arising out of the Occupant's use of the Site and the Company's common grounds.

TERM, PARK FEES AND UTILITIES

3. The Occupant agrees to a seasonal license for a term commencing on the fifteenth day of April, **2020**, and expiring on the fifteenth day of October, **2020**. No Charge Winter Storage October 15 to April 15, each year during term of a license. Should you not renew your license on April 1, your site must be vacated before April 15.

It is expressly acknowledged that there is no representation or assurance by the Park to the Occupant that this license will be renewed 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.

4. The license charge for use of the Site is _____ \$ _____ **plus**

Hydro @ \$ 50.00/season for one additional fridge or freezer _____ \$ _____ Extra Person @ \$75.00/season _____ \$ _____

Extra Pet @ \$50.00/season _____ \$ _____ GST 5% _____ \$ _____ For a total cost of the site equal to _____ \$ _____

5. A Booking Fee of 25% of the license fee is due at time of booking, or October 15, on returning guests, with balance and taxes due before April 1, of the year of the term of the license . All booking fees or advance payments are non-refundable and are held against the final balance owing for the term.

Initials _____

TRANSFER

6. This License is not assignable or transferable, and the Occupant may not transfer or assign this License to another RV owned by the Occupant. And should the Occupant be vacant from the site, without notice or for an extended period of time, the Park, at its discretion shall reclaim use of the site.

PARK AND SITE USE

7. The intended use for the Site is for seasonal recreational and vacation purposes. The Park is designed and intended for use for seasonal or temporary campground and recreational use with a maximum use of 100 days per season and as such the trailer on site cannot be used as a permanent residential or home address.

8. The Park is closed from October 31 to May 1 (dependent on weather dates may vary) with no water, sewer, or power, road clearing, or other services and only pre-authorized, limited access to the Site will be permitted.

9. It is agreed and understood between the Park and the Occupant that the word "trailer" as set out in paragraph 7 above, shall include Recreational Vehicles (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.

10. The Occupant has unlimited access to and it is acknowledged by the Occupant that zoning for the Park prohibits residential uses of Sites in the Park.

11. The Occupant shall not permit anyone to occupy his Site during his absence.

12. The Occupant shall not alter, amend or add to the Site's water, septic or electrical.

13. The Occupant shall exercise such care as is reasonable in the maintenance of the Site, grass cutting, weed whacking, but not limited to, this is to ensure that the site is cosmetically pleasing as well as to ensure that persons entering the Site and property of the Occupant are reasonably safe while on the Site, and shall save the Company harmless from any claims in negligence or otherwise as a result of the failure of the Occupant to do so.

14. No add-ons, additions or Site improvements shall be incorporated without prior written approval; and all decks etc. must follow the RDEK Building Permits and Coding. 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.

PARK RULES

15. The Occupant hereby acknowledges receipt of and agrees to be bound by the terms and conditions of the rules of the Park as presently in existence, or as may be reasonably established or at the discretion of the Park modified from time to time.

16. 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 rules of the Park, from time to time. The Occupant is responsible for the observance of the rules of the campground 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.

17. **Alcohol** may be consumed by registered guests in the privacy of your own space by persons 19 years of age and older. Please be considerate of fellow guests and observe quiet time rules.

17.1 **Smoking** in Designated Areas "ONLY" to provide a safe and healthy environment, tobacco smoking (including vaping) and cannabis smoking is only permitted in designated smoking areas. ALL common area, including roadways, walking path, the beach, inside of buildings are smoke free. The designated areas for smoking will be on assigned sites.

18. **Pets:** Persons bringing domestic animals onto The Park property are responsible for the behavior of the animal(s). You must dispose of any excrement. Animals must be on a leash (no longer than six feet) or in a vehicle at all times. Pets must not be left unattended at any time. Animals are not permitted on beach areas or in public buildings.

19. **Quiet Time** 11 pm to 7 am. Please respect the right of fellow guests to a peaceful stay. Keep noise to a minimum at all times. Between 11 pm and 7 am no sound shall be produced that will disturb the Parks peace and quiet.

20. **Campfires** 11 am to 11 pm. Please help conserve firewood. Keep your campfire small and in designated area. As per BC Forest Fire Regulations; www.bcwildfire.ca Campfires MUST NOT be larger than .5 X .5 Meters (19" X 19"), Campfires must have a shovel or at least 8 Liters of water, Campfires must have one meter fire break, Campfires must Never be left unattended, Campfires must be extinguish when you leave, cold to the touch.

Initials _____

21. Water / Sewer is under Interior Health Authority guild lines and every effort is made to meet the regulations. Springbrook Water System has issued a Water Quality Advisory effective November 1, 2017 due to untreated drinking water that may be at risk of containing pathogens. Until notified, users with weakened immune systems, & / or wishing additional protection should take precautions when drinking, washing fruits & vegetables, making beverages or ice, or when brushing teeth; Boil water rapidly for at least 1 minute, or use an alternate, safe source of water.

LIABILITY AND RISK

22. The Park assumes no responsibility for any loss through fire, theft, collision or otherwise to any property of the Occupant on the Site or located in or about the Park, including but not limited to, recreational vehicles, ancillary equipment, improvements, automobiles and their contents, regardless of cause, and the Occupant shall be responsible for obtaining and maintaining insurance on all such property. The Occupant agrees that the use of the Park or its facilities is solely at the risk of the Occupant, or guests of the Occupant. The Occupant and guests of the Occupant for themselves, their heirs, executors, administrators, successors and authorized assigns HEREBY RELEASE, WAIVE AND FOREVER DISCHARGE the Park, including but not limited to the Park shareholders, officers, directors, managers, staff, volunteers, visitors, its agents, servants, successors and authorized assigns OF AND FROM ALL CLAIMS, demands, damages, costs, expenses, actions and cause of action, whether in law or equity, in respect to death, injury, loss or damages to the Occupant, guests of the Occupant or their property HOWSOEVER CAUSED, arising or to arise by reason of use or occupation of the Site and use of the Park or otherwise, whether prior to, during or subsequent to this License, AND NOTWITHSTANDING the same may have been contributed to or occasioned by the negligence of any of the aforesaid. The Occupant further undertakes to indemnify all of the aforesaid from and against any and all liability by way of the Occupant or guests of the Occupant or all of them arising as a result in any way connected with this License.

INDEMNITY

23. To limit the spread of COVID-19. The Provincial Health Officer (PHO) has outline conditions and provided specific direction regarding the services provided at the Park, including (but not limited to) all on-site meetings, rooms, the pond and common area, firewood and garbage disposal.

(a) I expressly acknowledge and agree that my attendance at the Park and participation in the activities of the Park may involve the risk of serious injury and/or death and/or property damage.

(b) I am fully aware of the risks and hazards inherent in my attendance at the Park and participation in the activities of the Park and I voluntarily, knowingly and freely assume all risks associated with participating in the activities of the Park and entering the Park, 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 Park owners, shareholders, officers, directors, managers, staff, volunteers, visitors, its agents, servants, successors and authorized assigns), falls, injuries, illnesses, infections, contact with others (including but not limited to the Park owners, shareholders, officers, directors, managers, staff, volunteers, visitors, its agents, servants, successors and authorized assigns), navigating any and all obstacles and any defects of the Park.

(c) I represent and warrant to the Releasees that I am in good physical condition, am able to safely participate in the activities of the Park and have no medical condition that would make my participation in the activities of the Park more hazardous.

(d) I consent to medical care and transportation in order to obtain treatment in the event of injury to me as the Park owners, shareholders, officers, directors, managers, staff, volunteers, visitors, its agents, servants, successors and authorized assigns or other medical professionals may deem appropriate and understand that this License to Occupy extends to any liability arising out of or in any way connected with such medical treatment or transportation.

(e) I recognize and acknowledge that there are hazards and risks of physical injury or illness to myself in attending the Park and participating in the activities of the Park 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 Park or attendance at the Park, howsoever arising, including, but not limited to, the active or passive negligence of the Releasees.

(f) 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.

LICENSE AMENDMENT AND TERMINATION

24. Should this License be terminated for any reason prior to the termination date specified herein, the Occupant shall not be entitled to any partial License Fee refund, regardless of the date of notice.

(a) Should the company assets, the shares, and/or the business sell the License to Occupy could be terminated and only then will compensation to the Occupant be entitled .

25. The License shall be terminated on the date agreed under paragraph 4, unless terminated earlier by either party.

26. The Occupant hereby undertakes and agrees to abide by all the terms and conditions of any applicable municipal, provincial or federal laws, both criminal and civil and regulations and any failure to do so may be deemed to be by the Occupant, his immediate family, guests, visitors or other persons attending at the Occupant's site with the Occupant's permission, a breach of this license.

27. 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 immediate 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 Park.

28. The occupant is responsible for removing all of their belongings. The Occupant hereby authorizes and directs the Park, 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 campground, and the Park shall not be liable for any damages thereby occasioned.

29. In the event of any default of any of the terms and conditions of this agreement, the Park shall have the following rights:

- (a) on seven (7) days prior written notice delivered or deemed received under the terms of this license to re-enter upon the above site and repossess the site terminating the contract;
- (b) to sue for any overdue payments or damages arising out of breach of this license together with interest, costs of any solicitor on a solicitor and client basis 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) claim and enforce a Contractual Possessory Lien, and seize the RV and any other goods or property of the Occupant on the Site, or in or about the Park subject to applicable provisions of the law of British Columbia. The Company, upon exercising its Possessory Lien, as aforesaid, shall give notice thereof in writing to the Occupant, together with a statement of sums claimed. If the License Fees and/or other charges are not paid within ten (10) days of the giving of the notice, the Company may sell the Occupant's property at public auction to recover the unpaid sums, and all reasonable costs, including solicitor costs, on a solicitor-and-own-client basis for so doing. The balance of sale proceeds, if any, shall be paid to the Occupant.
- (d) and, to bar the Occupant, his immediate family, guests, visitors or other persons attending at the Occupant's site with the Occupant' from:
 - i) in any common activities staying past 8.00 p.m. on any night of the aforementioned seven (7) days as stipulated in 24
 - ii) attending or participating as may be held in the Park from time to time.

NOTICES

30. 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.

GENERAL

31. It is understood and agreed that if any portion of this License is determined illegal or in conflict with applicable law, the validity of the remaining part shall be unaffected.

32. By the Occupant signing this License, the Occupant hereby represents and warrants that the Occupant has the responsibility and/or authority to sign on behalf of the Occupant and guests of the Occupant or other persons attending the Site from time to time.

33. This License shall constitute the entire arrangement between the parties. There is no representation, warranty, condition or collateral agreement affecting this License other than as expressed herein in writing.

34. The Occupant agrees that the Park can contact the Occupant, including by electronic messages, in order to share information with the Occupant and to establish and manage the Company's relationship with the Occupant. The Park can communicate with the Occupant:

- if there is an emergency that affects a property at which the Occupant is located (such as a storm, flooding, fire, power outage, water quality problem);
- to give the Occupant information about the Park (such as a newsletter or event newsletter); or
- to give the Occupant general information and offers about the Park's other properties or services.

The Occupant understands that this consent can be withdrawn at any time.

This Agreement signed the _____ day of _____ 2019, at ___ Skookumchuck, BC

shall be binding upon the heirs, executors, administrators and assigns of the parties hereto.

OCCUPANT _____ print name _____

OCCUPANT _____ print name _____

in the presence of witness _____ print name _____