

# SCHEDULE "A"

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## SCRCA Seasonal Camper Licence Agreement Terms and Conditions

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### I. Definitions

For the purposes of this agreement:

- A. **"Agreement"** means this Agreement and all schedules attached hereto and documents referenced herein, as they may be amended;
- B. **"guests"** shall include all eligible campers, visitors or other persons attending at the Campsite and/or the Conservation Area at the Camper's invitation and/or Camper's permission or express or implied consent;
- C. **"trailer"** is defined as a mobile unit of occupation and includes any additions, improvements and/or ancillary facilities such as a shed, deck, gazebo, and associated landscaping;

### II. Grant of Temporary Non-Exclusive License

- A. The St. Clair Region Conservation Authority (the **"SCRCA"**) hereby grants the Camper a temporary non-exclusive license to access the Campsite and common areas of the Conservation Area from **May 1, 2024 to October 20, 2024** (the **"Term"**) for recreational vacation purposes (the **"Licence"**).
- B. The Camper shall not use the Campsite or common areas of the Conservation Area for any purpose other than recreational vacation. The Campsite and/or the Conservation Area shall not be used as a primary residence at any time, and the Camper and all guests shall at all times maintain a permanent residence elsewhere.
- C. The Licence is for a seasonal period only, and the Residential Tenancies Act of Ontario, as amended, shall not be applicable to this Agreement or the Licence granted hereby.

The Licence granted hereby shall automatically expire at the end of the Term.

### III. Fees, Deposits, Charges, Taxes, and Refunds

- A. The Camper shall provide payment of all fees, deposits and charges for all services and facilities provided at the Conservation Area in accordance with the **"2024 Seasonal Camping Fees, Refund Policy, and Important Dates"**, which the Camper hereby irrevocably acknowledges having reviewed and understood.
- B. The Camper acknowledges and agrees that recreational trailers in seasonal trailer parks may be considered structures under the Assessment Act of Ontario, and therefore may be subject to assessment and taxation. Assessed values are determined by the Municipal Property Assessment Corporation based on characteristics of permanency. In addition to the Fees, the Camper agrees that any and all taxes assessed to trailers or

personal property on the Campsite shall be the responsibility of the Camper and shall be paid immediately upon request by the SCRCA or any governing authority.

- C. Refunds are only permitted in accordance with the “2024 Seasonal Camping Fees, Refund Policy, and Important Dates”, and all fees not specified in this document are non-refundable.
- D. The Camper shall not be entitled to any refund of the Fees or taxes paid if, during the Term, the Camper or any guests are unable to access the Campsite or any common areas of the Conservation Area as a result of any utility failure, inclement weather, road works, Act(s) of God, flood, fire damage, water damage, electrical damage, acts of war, protests, civil insurrection or unrest, Government Orders, pandemics, epidemics, or any other events or occurrences beyond the reasonable control of the SCRCA.

#### **IV. SCRCA Rights and Control**

- A. Subject only to the express terms contained in this Agreement, the SCRCA shall retain full and absolute control of the Campsite and Conservation Area such that, without limitation, it may at its sole and unfettered discretion, have the right and ability to:
  - a) Operate, manage and otherwise deal with the Campsite and Conservation Area in any manner it deems necessary;
  - b) Make additions to, subtractions from, or change, alter, or relocate any part of the Conservation Area or Campsite;
  - c) Erect such buildings and structures and make such alterations to the Conservation Area as the SCRCA deems fit;
  - d) Access the Campsite, shed or other facilities for maintenance operations, servicing, development and security purposes;
  - e) Access or enter into any portion of the Conservation Area and Campsite to undertake any work or alterations as it believes necessary or reasonably required; and/or
  - f) Require that the Camper and all guests relocate to a different campsite.

#### **V. Camper Obligations**

- A. The Camper shall comply and shall ensure that all guests comply with all applicable SCRCA, municipal, provincial and/or federal laws, by-laws, rules, regulations, Orders and guidelines including, without limitation:
  - a) “2024 Seasonal Camper Rules and Regulations” (the “Rules”);
  - b) “2024 Seasonal Camper Golf Cart Rules”; and
  - c) All rules, regulations, guidelines, and Orders made under the Conservation Authorities Act of Ontario.
- B. The Camper acknowledges and agrees that the Rules may, at any time and from time to time, be modified or amended by the SCRCA at its sole and unfettered discretion.
- C. The Camper acknowledges and agrees that the SCRCA’s management and staff (including but not limited to the Area Superintendent) are responsible for the interpretation and enforcement of the Rules.

- D. The Camper shall take all necessary steps to ensure that the Campsite, Conservation Area and surrounding areas are not damaged, destroyed, or vandalized during the Camper's use. The Camper shall, at its sole expense, repair and remediate any and all damage, destruction or vandalization of/to the Campsite, the Conservation Area and/or surrounding areas caused by any careless, willful or negligent actions or omissions of the Camper or any guests.
- E. The Camper shall ensure that the Campsite and Conservation Area are kept in a clean and tidy condition. The Camper shall ensure that all garbage produced or accumulated as a result of its use of the Campsite and/or Conservation Area is collected and properly disposed of. The Camper shall not bring outside garbage onto the Conservation Area, and no outside garbage shall be disposed of at SCRCA disposal sites.
- F. Any trees or shrubs planted upon the Conservation Area shall become the property of the SCRCA and shall not be removed from the Campsite by anyone other than the SCRCA.

## **VI. Default, Termination, and Expiration**

- A. In addition to any and all rights and remedies conferred to the SCRCA under this Agreement and under the laws of the Province of Ontario and Canada, the SCRCA may, upon providing the Camper with **twenty-four (24) hours' notice**, terminate the Licence if the SCRCA, at its sole and unfettered discretion, concludes that;
  - a) The Campsite has been abandoned;
  - b) The Camper has failed to pay the Fees or any taxes as required;
  - c) The Camper and/or any guests have failed to comply with the Rules; or
  - d) The Camper and/or any guests have breached or defaulted on any term or provision of this Agreement and the Licence granted hereby.
- B. Upon termination or expiration of the Licence, the SCRCA shall be entitled to:
  - a) Re-enter and repossess the Campsite; and/or
  - b) Have the Camper and guests immediately removed from the Conservation Area.
- C. If the Licence is terminated as a result of the Camper's or any guests' breach of any term or provision contained in the Agreement, the SCRCA may immediately, at its sole and unfettered discretion, indefinitely bar the Camper and/or any guests from the Conservation Area.
- D. Notwithstanding any provision contained in this Agreement, if the Licence is terminated by the SCRCA as a result of the Camper's default or breach hereof, the Camper shall not be entitled to any refund of the Fees or taxes paid.
- E. Unless otherwise expressly agreed to by the SCRCA in writing, upon the expiry of the Licence or upon earlier termination of the Licence granted hereby, the Camper shall immediately, at its sole cost and expense, remove from the Conservation Area all trailers, improvements, vehicles, and other items and personal property belonging to the Camper or any guests, and shall, at its sole cost and expense, repair any and all damage caused to the Campsite or the Conservation Area by such trailers, improvements, vehicles and other items or by the removal thereof.

- F. If, upon expiry or termination of the Licence, the Camper fails to immediately remove from the Conservation Area all trailers, improvements, vehicles and other items and personal property belonging to the Camper or any guests, the Camper agrees that:
- a) Each trailer, vehicle and other goods or property of the Camper and guests remaining on the Campsite or located elsewhere on the Conservation Area shall be deemed to be an “article” as defined in the Repair and Storage Liens Act of Ontario (hereinafter referred to as the “RSLA”, which shall include all amendments and its successor legislation) and the SCRCA shall be deemed to be a “storer” and a “lien claimant” under the RSLA with respect to same;
  - b) Each trailer, vehicle and other goods or property of the Camper remaining on the Campsite or located elsewhere in the Conservation Area may be removed by the SCRCA to whatever location the SCRCA deems appropriate, and the SCRCA in such removal and storage shall not be liable for any loss or damage thereby occasioned;
  - c) The Camper shall be responsible for any and all storage costs and moving costs incurred, together with any outstanding fees or charges or any other monies due under this Agreement; and
  - d) The SCRCA may recover such costs, fees, charges or other monies owing in accordance with the provisions of the RSLA.

## **VII. Maintenance, Insurance, Liability, and Indemnity**

- A. During the Term of the Licence, the Camper shall maintain, in full force and effect, general liability insurance with coverage of no less than **One Million (\$1,000,000.00) Dollars** per occurrence and in aggregate. Such insurance shall be to the satisfaction of the SCRCA and must:
- a) During the Term of the Licence, the Camper shall maintain, in full force and effect, general liability in the form of homeowners, tenant, condo or RV insurance with personal liability coverage and a minimum of no less than One Million (\$1,000,000.00) Dollars per occurrence and in aggregate. Such insurance shall be to the satisfaction of the SCRCA and must list the trailer’s model, make and year.
  - b) The Camper shall provide annually to the SCRCA, proof of insurance in accordance with the “2024 Seasonal Camper Rules and Regulations” for its review and approval.
- B. **The SCRCA shall not be liable for any loss, injury or damage to persons or property resulting from use, occupation or such being on or about the Campsite or the Conservation Area, whether, without limitations, such loss, injury or damage is caused by fire, smoke, theft, collision, burglary, the condition or arrangement of any electrical wiring connection or fixture, conditions due to the weather such as rain, snow, or ice, or for any cause whatsoever. The Camper agrees that the use and occupation of the Campsite, the Conservation Area or its facilities is solely at the risk of the Camper and guests. Without limiting the generality of the foregoing, the SCRCA shall not be liable for events beyond the SCRCA’s control which may interfere with the Camper’s use or**

occupancy of the Campsite or Conservation Area, including but not limited to acts of God, acts of governmental agencies, fire, war, pandemics, epidemics, or inclement weather.

- C. The Camper HEREBY RELEASES, REMISES, WAIVES AND FOREVER DISCHARGES the SCRCA and its officers, directors, employees, 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 HOWEVER CAUSED arising or to arise by reason of occupation or use of the Campsite and/or the Conservation Area or otherwise, whether prior to, during, or subsequent to the Agreement, AND NOTWITHSTANDING that the same may have been contributed to or occasioned by the negligence of any of the aforesaid. The Camper further undertakes to indemnify all of 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 this Agreement, the Licence and the use and occupation of the Campsite or the Conservation Area by the Camper and/or any guests.

#### VIII. General

- A. All notices to be delivered by the Camper to the SCRCA under this Agreement shall be delivered personally or sent by registered mail to the following address:
- St. Clair Region Conservation Authority**  
205 Mill Pond Crescent  
Strathroy, ON, N7G 3P9
- B. All notices to be delivered by the SCRCA to the Camper under this Agreement shall be delivered personally or sent by registered mail to the address provided above.
- C. Notice of a change in address of the SCRCA or the Camper shall be communicated to the other party in writing by way of registered mail.
- D. Any notice sent by registered mail under the terms of this Agreement is deemed to have been received **five (5) working days** after it was posted.
- E. This Agreement contains the entire agreement and understanding among the parties hereto with respect to the subject matter hereof, and supersedes all prior and contemporaneous agreements, understandings, inducements and conditions, express or implied, oral or written, of any nature whatsoever with respect to the subject matter hereof.
- F. Nothing in this Agreement shall limit or be interpreted to limit or prejudice any rights or remedies available to the SCRCA at law or in equity.
- G. The Camper shall not assign this Agreement, or the Licence granted hereby without the prior express written consent of the SCRCA, which may be unreasonably withheld. The Camper shall not sell, transfer, lease, sublet or assign the Campsite or the trailer on the Campsite and/or their right to occupy or access the Campsite or the Conservation Area without the prior express written consent of the SCRCA, which may be unreasonably withheld.
- H. The provisions and covenants in this Agreement are separate and distinct covenants, severable from each other. If any provision or covenant in this Agreement is

determined to be invalid or unenforceable, such invalidity or unenforceability shall not affect the validity or enforceability of any other covenant.

- I. If there is any contradiction or conflict between this Agreement and the documents referenced herein, the relevant provisions of this Agreement shall prevail.