



ROQ PARK CAMPGROUND SEASONAL CAMPING SITE POLICY & AGREEMENT			
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THE ROQ PARK CAMPGROUND SEASONAL CAMPING SITE POLICY & AGREEMENT (hereinafter the License of Occupation)

A Message from the Community

As we welcome you to our community, please respect that we are caretakers of our land, water and air. This policy is here for the prosperity of our community and future generations.

DEFINITIONS AND ABBREVIATIONS

WFN – Wahnapiatae First Nation

CAMPGROUND OWNER – Wahnapiatae First Nation (WFN)

OCCUPANT – The person(s) that is (are) purchasing the license of occupation for the camp site from the campground owner.

C.S.A STANDARDS – Canadian Standards Association

CAMPGROUND SEASONAL CAMPING POLICY & AGREEMENT

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- i. Occupant Application
- ii. Campground Annual Application

1. LICENCE OF OCCUPATION

- a. The Campground Owner has agreed to grant a license to the Occupant(s) to use the following site with the services specified hereinafter.
- b. The license to use of the Site by the Owner to the Occupant shall be in consideration for and subject to the following terms and conditions contained in this agreement.
- c. This license is for the occupation of the Site only and the Occupant acknowledges that he or she is a licensee with respect to any facilities assigned to him or her and is deemed to have willingly assumed, without restriction, all risks arising out of his or her use of the Site and Roq Park.
- d. The license granted herein is a term license commencing on the **Thursday before Victoria Day** and expiring on the **Tuesday following Thanksgiving Weekend**. It is expressly acknowledged that no representation or assurance has been made 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.
- e. Roq Park is closed from the Tuesday following Thanksgiving Weekend through to the Thursday before Victoria Day each year. There will be no water, sewer, road clearing, or other services at Roq Park during this time. **No Winter Overnight Camping is permitted**, only preauthorized, and limited access to the Site will be permitted, by the Owners.

2. LICENCE FEES

- a. License fee for use of the Site is \$1,500.00 for the season plus the following:
Hydro (cost) as billed.
- b. 50% of the License fee must be paid by October 1st annually to hold your camp site for the following campground season. Full payment must be paid by April 30th, the Occupant acknowledges and agrees that the license agreement shall be considered to have been terminated at the Occupant's request effective the Tuesday following Thanksgiving Weekend of that same year.
- c. All charges for a deposit, storage, rent, services, etc., are due and payable when invoiced
- d. All deposits are non-refundable and are held against the final balance owing in any year. If the license is terminated before the end of the open season, the deposit is forfeited as liquidated damages and not as a penalty upon breach of any term of this agreement.
- e. Following the commencement of the open season, should the Occupant ever remove his or her trailer, that act shall constitute notification to the Owner that the Occupant has cancelled his or her license of occupancy for Site earlier than the license end date stated herein. Such action shall result in the site fees owing being calculated at the rate of \$25.00 per day multiplied by the number of days of occupancy starting on day one of the current season.
- f. Any unpaid fees or charges past their due date shall accrue interest at a rate of **18% per annum**, calculated and compounded monthly, until payment is received in full.

3. OCCUPANTS

- a. The Occupant and following persons (family unit members only) may use the site, provided this License is operative and in good standing: Family Unit: Occupant, Spouse and unmarried children living at home. A maximum of 2 adults and 4 children under the age of 18, or a single family of parents and their children living at the same address, are permitted on each Site.
- b. 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 license agreement.
- c. It is mandatory that the contract signee is present while any other family unit member, or guest is present.

4. NATURE OF INTENDED USE

- a. Camping is an outdoor recreational activity. The participants, sometimes known as campers, leave their permanent residence and enjoy amenities and natural features of the outdoors. A campground is a designated area where camping takes place.
- b. It is agreed by the parties that the intended use for the Site is for seasonal recreational and vacation purposes only. Roq 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 a permanent residential or home address.
- c. 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 Roq Park Closure. As well, during any use of the specified Site by the Occupants, the Occupants shall maintain another permanent residential premises elsewhere than at Roq Park that the Occupants have unlimited access to and it is acknowledged by the Occupant that Roq Park, First Nation and the law prohibits residential uses of Sites in Roq Park.
- d. The parties agree that entry to Roq Park is permitted only for activities conducted in accordance with this license and the Rules and regulations as they exist from time to time and that all other activities are prohibited in accordance with the provisions of the *Indian Act*, R.S.C., 1985, c. I-5 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.

5. PARK RULES AND LICENSE REQUIREMENTS

- a. The Occupant hereby acknowledges receipt of and agrees to be bound by the terms and conditions of the Rules of Roq Park as presently in existence, or as may be reasonably established or at the discretion of the Owner modified from time to time.
- b. Amendments to this license, at the sole discretion of the Owner, may be instituted with written notice to the licensee. If the Occupant objects to the amendment to Roq 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 Roq Park within 14 days of delivery of written notice to the Owner with no penalty, however, there shall be no refund of the balance of license fees and charges.
- c. The Occupant hereby undertakes and agrees that he or she will inform any family members and guests, visitors or other persons attending at the Occupant's Site as to the terms and conditions of this license and Roq Park rules, from time to time. The Occupant is responsible for the observance of the license terms and Roq Park rules personally or by his or her permitted family members, guests, visitors or other persons attending at the Occupant's Site or in Roq Park with the Occupant's permission or knowledge.

6. INSPECTIONS

- a. The Campground Owner will ensure that all buildings, health and electrical inspections are carried out by the proper authorities and that the appropriate Codes and by-laws / policies are followed. All propane devices (including tanks) and systems must be compliant with First Nation, provincial, and federal laws. Proof of compliancy may be required by management at any time.
- b. Failure of inspection may result in an immediate eviction from the park.

7. BUILDINGS AND CONSTRUCTION

- a. A tent, camper, camper trailer, motor home (RV), or Park model mobile home not exceeding 40' and approved by the Owner may occupy the site.
- b. 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.
- c. All trailers/motorhomes are required to have working Carbon Monoxide and Smoke Alarms.

- d. Digging and poured footings, or any foundations that are or could be seen as permanent are **not permitted**.
- e. Outbuildings (sheds) can only be built with the consent of the Campground Owner. A request must be made in writing to the Campground Owner, the request must include a site plan of not more than 100 square feet of floor space and not more than one story may occupy the site and must have Campground Owner written approval. If consent is given, the outbuildings must be built in accordance to the approved plans. The outbuildings may not have plumbing or heating and cannot be used for human occupation, or any use other than storage.
- f. There may not be more than one type of dwelling listed in (a) above and one shed on each site.
- g. A platform deck may be built, however, it;
 - a. may only be supported by concrete blocks provided they are not fixed or attached to the ground permanently; and
 - b. the platform may not exceed the length and width of the trailer.
- h. Any gravel or aggregate must be ordered through management, and only for a use approved by management. Roq Park reserves the right to have only park approved suppliers deliver gravel or aggregate to any site.
- i. The Occupant must request permission from the Campground Owner for any type of structure. All requests must be made in writing and in advance of any construction and must include a floor plan of intended structure. The Campground Owner retains the absolute and unfettered discretion to allow or refuse any request.
- j. No add-ons, additions, fixtures, or Site improvements shall be incorporated or placed on the land without prior written approval. 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. In addition, all add-ons and chattels must not be placed upon the land in a manner, and with the intent, that they remain permanently attached to the land. Any chattels that are affixed to the land contrary to this term automatically becomes part of the land and the property of the Owner, and the Occupant waives all claim to compensation for the improvement to the land. However, at the discretion of the Owner, the Owner may demand that the Occupant immediately, and at the Occupant's cost, remove the fixture and remediate the land to the condition it was in prior to the Occupant's occupation of the land.
- k. The Occupant acknowledges that permanent structures of any kind are prohibited on the site and the Occupant 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 Occupant, such claim or finding shall be good and valid grounds for the immediate termination of this License of Occupation.

8. LOT MAINTANCE

- a. The Occupant of the Site shall exercise such care as is reasonable in the maintenance of the Site during the term of his or her 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, to the extent that it is applicable, in accordance with the exclusion and modification permitted by the *Occupiers Liability Act*, Ontario.
- b. The Occupant is also required to maintain their site in good appearance throughout the year. All old cars, trucks, vans, are to be removed from site; only the vehicles you drive are to be on the Occupant's site. All sites will be maintained in a neat and tidy condition at all times.
- c. No vehicles, snowmobiles, or vehicle parts are to be stored on any Sites for any reason. For the purpose of this license, a vehicle will be considered "stored" on any Site when it is unused by the Occupant for its

intended purpose for more than 2 weeks, or if it is left on the Site when Roq Park is closed. (see garbage section for more details). If any items remain on the site during the closed season a \$500 storage fee must be paid in advance.

- d. If the Site requires grass cutting, arrangements can be made with the maintenance crew to cut it for \$45.00 per hour per man.
- e. The Site must be cleaned and debris free by the last day of the season which is the long weekend in October.
- f. If the Site becomes neglected and requires clean up and/or grass cutting, the maintenance staff shall post a written notice on the dwelling that the maintenance crew will do the work if the Occupant does not complete it within 7 days. If the maintenance crew do the work, the Occupant will be charged \$45.00 an hour per man which will be invoiced to the Occupant and which is due upon receipt. A failure to pay maintenance costs may result in the immediate termination of the license.

9. SEPTIC AND WATER MANAGEMENT

- a. All water, grey water and sewage disposal systems will be monitored by WFN environmental team and/or Health Canada.
- b. WFN will coordinate with the owners to ensure that this is monitored on a regular basis in accordance with the WFN environmental standards and Health Canada standards.
- c. Non-compliant water, grey water and/or sewage disposal systems will be identified and given 14 days to be removed by owner, following the 14 day time limit, the Owner will remove the system at the expense of the Occupants.

10. SHOWER AND LAUNDROMAT FACILITIES (\$20 DEPOSIT FOR EACH KEY)

- a. Shower and Laundromat facilities are provided on a voluntary basis by the Campground Owner for the convenience of the Occupants, and those facilities are not part of the Occupant's rights under the license agreement. The Occupant and guests use these facilities at their own risk.
- b. The Campground Owner expressly reserves the right to close these facilities at any time, and the Occupant agrees that such a closure would not amount to a breach of the license agreement, and that these facilities are not a material inducement to entering into the license agreement.
- c. Any malfunctions at the facilities must be reported to the Campground Owner and the Operations and Maintenance Worker.
- d. Misuse of the showers and laundry room will not be tolerated.
- e. If an Occupant or invitee of the Occupant is found to have vandalized or defaced these facilities, then the License agreement shall be terminated, and the Occupant will be evicted immediately from campground. Any actions of this nature will also be reported to the police for investigation.

11. HYDRO

- a. Only electrical connections with standard 30 amp plugs and 10-gauge wires, or such other reasonable applicable standard as may be set by Ontario Hydro, are allowed for trailers.
- b. Hydro meters will be read twice throughout the year, once in April, and once in November and will be invoiced accordingly and fees are due upon receipt. These rates can change without notice.
- c. If the occupant's breaker turns off, Public Works will respond to 3 free calls during Band Office hours. After hours, the operations and maintenance worker will respond and a cost of \$150.00 will be incurred to the occupant.
- d. As there is no Winter Overnight Camping permitted, Hydro services will be suspended during the closed season.

12. GARBAGE PICK UP FEES / RECYCLING

Bag tags

Garbage and Recycling Services are available to all Occupants. All garbage bags placed for collection must have an approved garbage bag tag attached. Garbage bag tags are \$3.00 per bag and may be purchased at the Band Office during regular business hours or from the Operations and Maintenance Worker after hours.

Any garbage bags without an approved tag will not be collected. Occupants who choose not to purchase garbage bag tags are responsible for removing and disposing of their garbage off-site.

Garbage and Recycling Services are available to Occupants, there will be a one bag limit. If you have extra bags you will need to purchase tags at the band office during working hours, or through the Operations and Maintenance Worker after hours — we will not pick up ANY extra bags that do not have tags on them. If you wish not to purchase the bag tags please take your garbage home with you.

- a. The garbage will be picked up every Sunday. On a long weekend the garbage will be collected on Monday.
- b. Make sure your garbage is at the curb by 12pm with appropriate bag tag attached.
- c. If the deadline is missed, bring the garbage home.
- d. Only domestic garbage will be picked up, all other garbage must be taken home with you for disposal.
- e. All garbage must be stored in suitable containers keeping in mind the local wildlife. (Bears, dogs, skunks, raccoons, birds, etc.)
- f. Any clean up or maintenance that has to be completed because of garbage left at campsite or not properly stored will be charged to the camper ground owner. \$ 45.00 per hour per man.
- ~~f.g.~~ While recycling collection services are not provided, Occupants are encouraged to separate recyclable materials and dispose of them through appropriate recycling facilities in support of environmental stewardship and land protection efforts.
- ~~g.~~ All recycling must be stored loose in a “Blue Bin”, if recycling is consistently contaminated, garbage and recycling services will be revoked.
- ~~h.~~ Each Site will be given one (1) Blue Bin, that will be property of the Owner and must be left on the Site if Occupancy changes. If the Blue bin is not available upon leaving, a \$50.00 charge will be taken from the \$400.00 bond (2.a).
- ~~i.~~ Recycling information can be picked up at the Band Office or through the Operations and Maintenance Worker.

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13. INDEMNITY AND INSURANCE

- a. The Owner assumes no responsibility for any loss through fire, theft, collision or otherwise to chattels, trailers, additions, improvements or cars or their contents, regardless of cause. The Occupant agrees that the use of Roq Park or its facilities is solely at the risk of himself, herself, his or her family and guests. The Occupant, his or her family and his or her guests, for themselves, their heirs, executors, administrators, successors and assigns HEREBY RELEASE, WAIVE AND FOREVER DISCHARGE the Owner, its 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 to himself, herself, his or her family or guests or their property HOWSOEVER CAUSED, arising or to arise by reason of occupation of the above mentioned Site, facilities, and use of Roq 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 Owner, their staff, employees or agents. The Occupant further undertakes on his or her own behalf and on behalf of his or her family and guests to indemnify the Owner 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.
- b. It is the responsibility for campground owners to obtain commercial liability insurance and to have Wahnapiatae First Nation listed as an insured party

- c. The Occupant acknowledges and agrees that liability insurance for his or her trailer, vehicles and recreational vehicle must also be in place and current for the duration of the license. Proof of insurance must be made available upon Owner request.

14. SALE OF TRAILERS AND ASSIGNMENT OF LICENCE

- a. Any trailer for sale in Roq Park will be sold without the lot. If the new owner wishes to have the trailer remain in the campground this must be arranged with management before the sale is finalized. If it is not set up prior to the final sale, management will assume you have terminated your license of occupancy and the lot will go up as vacant – the buyers must fill in all documentation including an application and be accepted by the campground owner, this also applies when it is your own family members.
- b. Occupant(s) must inform the campground owner of their intent to sell their trailer. Any outstanding fees must be paid in full before the sale of any trailers, etc. If unpaid the new occupants will be responsible for any outstanding balances, and anything left behind by the previous occupant becomes the property of the campground owner and not the new occupant of the campsite.
- c. A Sellers Fee of \$1,000.00 will be paid to the campground owner upon a sale that includes a transfer of a license of occupancy for a camper, camper trailer, motor home (RV), or Park model mobile home.
- d. If the Occupant is transferring a license of occupancy that does not include camper, camper trailer, motor home or mobile home the fee will be \$500.00. **The new Occupant will not be allowed to take over the license of occupancy until this fee is paid and the application has been approved by the campground owner..**
- e. **Prior to finalizing a sale, WFN's Infrastructure and Development Department is to inspect the site and all the contents for health, safety and environmental issues. Any deficiencies identified must be addressed prior to the completion of the sale.**

15. MAIL AND MESSAGES

- a. No mail will be received or delivered to the occupants of the campground. Any mail received for campground occupants by the office will be returned to sender
- b. Personal messages will not be accepted at the office or passed along to campers.
- c. Management will do their best to pass any emergency calls or messages to the Site.

16. CAMP FIRES

- a. The Occupant, their family, guests and invitees are responsible to ensure that any camp fire they have is under control at all times and that such fire is fully extinguished after each use.
- b. The Occupant may not;
 - a. burn garbage or refuse;
 - b. burn any material in a barrel;
 - c. burn anything other than clean wood or wood related materials; or,
 - d. leave the fire unsupervised at any time.
- c. Fire suppression equipment must be readily available on site before any fire can be started.
- d. All fire codes, bans, restrictions, rules, and regulations must be followed.
- e. Fire inspections will be done by WFN Fire department, on a yearly basis.
- f. The Occupant is responsible for all Fire Fighting fees in the event of a fire. WFN is not be responsible nor are they liable to provide Fire Protection Services.

17. WOOD PILES

- a. Only two cords of wood per camp Site allowed at any time. The wood piles must be no more than 4 feet high, on a solid foundation, kept neat and tidy and must not interfere with wires or water lines.

18. WEAPONS

- a. Firearms, paintball guns, air-soft guns, sling shots, illegal knives, and bow and arrows are prohibited from Roq Park.

19. HUNTING AND FISHING

- a. Hunting and fishing within WFN territory are permitted in accordance with all applicable Ontario laws, rules, and regulations.
- b. Fishing is not permitted on Bass Lake.
- c. In accordance with Section 18(a) of this policy, weapons are prohibited within Roq Park; therefore, hunting is not permitted in Roq Park or its surrounding area.

20. VEHICLES

- a. The Occupant may bring a maximum of two vehicles per camp Site.
- b. Parking is not permitted on the roads at any time.
- c. Roadways must remain clear to allow passage of a fire truck, ambulance, or police car should the need arise.
- d. Motorized vehicles such as ATV's, mini bikes (electric or gas) and Golf Carts are permitted in Roq Park, the owner of the said vehicle is responsible at all times for the supervision of their vehicle. Each owner MUST purchase liability insurance and provide a copy to the Campground Owner when registering their vehicle annually. No one under the age of 16 will be permitted to use such vehicles.
- e. All gas powered UTVs, Golf Carts, Bikes and Motorcycles are not permitted to operate between the hours of 10:00pm and 8:00am.
- f. Any vehicle being used in the campground must be indicated on this agreement.
- g. All motorized vehicles are required to follow all posted speed limits and drivers are expected to drive in a responsible manner, and park in designated areas within Roq Park or on a Site.
- h. Impaired driving in a motorized vehicle carries the same consequences as it does with licensed vehicle on highways (Highway Traffic Act)
- i. Motorized vehicles are ONLY to be driven on roadways within the property lines of Roq Park and NEVER on the public roads (side roads) surrounding Roq Park. Absolutely no cutting through or entering other Sites on park.
- j. Motorized vehicles are not to be operated after dark unless properly equipped with headlights and taillights. Flashlights are NOT permitted. Reckless use of motorized vehicles is prohibited. If reckless use is observed, the campground owners will follow up with the motorized vehicle owner, which may result in the motorized vehicle not being allowed on campground property.

21. SPEED LIMITS AND SAFETY

- a. Speed limit on WFN is 40km/hour unless otherwise posted.
- b. All WFN by-laws / policies, including the Ontario *Highway Traffic Act*, apply to all roads within the WFN and Roq Park.
- c. The speed limit in Roq Park is 10 km/hour. This includes all motorized and non-motorized vehicles.
- d. Bicycles are only permitted to be ridden on the roadways with the campground. The speed limit also applies to bicycles and bike riders must exercise care and control at all times. Bike riding is not permitted after dusk unless properly equipped (i.e. light, helmet, etc.)
- e. If under the age of 18, you are required by law to wear an approved bicycle helmet when travelling on any public road.

22. THEFT AND VANDALISM

- a. There will be zero tolerance rule in effect for persons caught vandalizing or stealing in Roq Park or any WFN lands.
- b. Theft or vandalism is considered a breach of this agreement and will result in immediate eviction from the campground owner without a refund.
- c. This will be strictly enforced.

23. CHILDREN

- a. Children and teenagers must be on an adult supervised Site by 11:00pm each evening.
- b. Anyone under the age of eighteen is not permitted to use trailers or be left in Roq Park for prolonged periods, day or night, without adult supervision.
- c. The Occupant is responsible at all times for the supervision, conduct and behavior of any guests, children and teenagers on the Site, as well as on all campground property. All rules and conditions of Roq Park are applicable to both Occupants and their guests and/or children.

24. PETS

- a. All pets must be leashed at all times and under direct control of the pet owner or a designated person.
- b. Pets must be quiet and confined to the Occupant's designated Site.
- c. Owners must provide up to date proof of vaccinations.
- d. The Campground Owner reserves the right to ban any pet that it deems to be threat to public safety or property.
- e. No pet may be tied on a lead without a handler and no chaining, caging, tethering of a pet outside of the trailer shall be permitted when the Occupant is not on the Site.
- f. The 'stoop & scoop' rule, that all pet owners must collect and properly dispose of all solid pet waste, applies at Roq Park to keep the campground sanitary for everyone.
- g. All animal related bylaws of the Wahnapiatae First Nation apply to Roq Park.
- h. All dogs are subject to the *Dog Owner's Liability Act* of Ontario.

25. DRUGS AND ALCOHOL

- a. All provincial and federal related laws will apply.
- b. Alcohol can only be consumed on a campsite. You may not walk around the campground with open alcohol.
- c. Cannabis can only be consumed on a campsite. You may not walk around the campground with any paraphernalia.
- d. Illegal use of drugs of any type will result in the immediate termination of Roq Park use and/or police intervention.

26. BEACH

- a. There is a public beach on WFN which is available for use by the Occupant and his or her guests. All WFN by-laws / policies, rules, and regulations apply to the use of the beach.
- b. Children using any of the beach must be accompanied and supervised by an adult at all times. WFN does not supervise the beach or the lake.
- c. No alcohol allowed on the beach.
- d. No Cannabis on the beach.
- e. No motorized vehicles allowed at beach.
- f. The beach will be closed during the WFN pow-wow weekend.

27. POOLS

- a. Pools must be less than 18 inches deep and less than 4 feet wide, larger pools are not permitted.
- b. Hot Tubs are not permitted.

28. NOISE

- a. Excessive noise at any time will not be tolerated. Excessive is defined as any noise that might disturb another Occupant's quiet and peaceful enjoyment of their Site and Roq Park.
- b. Complete quiet is expected after 11:00pm Sunday through Thursday and after midnight on Fridays and Saturdays.
- c. You may not operate lawn mowers and other noisy outdoor equipment before 8:00AM on any day.
- d. You may not use fireworks, fire crackers or other pyrotechnics anywhere in Roq Park.

29. TERMINATION OF LICENSE

- a. Any failure to remit any payments required under the terms of this agreement and any breach of any other terms of this agreement or any of the Rules of The Campground by the Occupant, his or her 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.
- b. The Occupant hereby undertakes and agrees to abide by, and comply with, all the provisions, terms and conditions of any applicable First Nation, provincial or federal laws and regulations and any failure to do so may be deemed to be by the Occupant, his or her 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.
- c. In the event of any default of any of the terms or conditions of this license agreement, and except where otherwise stated, the Owner shall have the following rights:
 - i. 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.
 - ii. To sue for any overdue payments or damages arising out of a breach of this license together with interest, (at the applicable *Courts of Justice Act* pre-judgement 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.
 - iii. 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.
 - iv. To bar the Occupant, members of his or her family, guests, visitors or other persons attending at the Occupant's Site or at Roq Park with the Occupant's permission from:
 1. Staying past 8:00 p.m. on any night of the afore mentioned fourteen (14) days;
 2. Attending or participating in any common activities as may be held in Roq Park.
- d. 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 Roq Park, and the Owner shall not be liable for any damages thereby occasioned.
- e. 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 store 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.
- f. If the *Repair and Storage Liens Act* does not apply, or otherwise at the discretion of the Owner, in the event that the Occupant fails to pay the license fees or any other charges or debts under this agreement, the Owner shall have a lien upon all chattel property on the Site, include any trailers and vehicles, and may detain the same at any time until the Occupant's debt is paid and, in the event that the debt is not paid within 30 days after notice of the lien has been given to the Occupant by the Owner in writing as required in this agreement, the Owner may cause the property to be sold, either at public or private sale

and may first retain from the proceeds of the sale the expense of it and the amount due to the Owner under this agreement and shall then return to the Occupant any surplus of the proceeds. In the event that the proceeds of the sale are not sufficient to pay the expenses and the debt, the Occupant shall at once pay the deficiency to the Owner.

30. NOTICE

- a. The address for all notification to the Occupant under this agreement, 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 to the Owner 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.

31. SECURITY DEPOSIT

- a. A Security Deposit of \$500.00 will be paid to WFN before access to lot is allowed, this security deposit is refundable if you give up your license and there is no balance owing and the Site is clean when you leave.
- b. When this license is ended, if you do not remove all of your property, the Campground Owner will remove the property. The Occupant will be charged \$45.00 per hour per man for the cost of any clean up the Site requires before it can be reused.

32. PAYMENTS

- a. Payments can be made at the band office from Monday to Thursday (8:00am to 4:30pm on Monday and 8:00am to 5:30pm on Tuesday, Wednesday and Thursday), or interact e-transfer to finance@wahnapietaefn.com. An NSF fee of \$75.00 will be charged for any cheques that do not clear.

33. REVIEW AND AMENDMENT

- a. The policy shall be reviewed annually, or sooner if required.
- b. Minor or administrative amendments to this policy that do not alter its intention or core criteria may be made with the approval of the Executive Director, without requiring formal review or approval by Chief and Council.

34. REVISION HISTORY

Date: (mm/dd/yyyy)	Motions
06/28/2022	BCM WFN 22/23-06-132
07/26/2022	BCM WFN 22/23-07-167
05/30/2023	BCM WFN 23/24-05-61
01/26/2026	BCM WFN 25/26-01-274

CAMPGROUND SEASONAL CAMPING SITE AGREEMENT

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 disclosure of this personal information for the use by the Owner as required from time to time to administer and enforce this agreement.

I, the named Occupant herein agree that the laws applicable in the Province of Ontario govern this contract.

This Agreement signed the _____ day of _____, 20____, at _____ Ontario shall be binding upon the heirs, executors, administrators and permitted assigns of the parties hereto.

Signed, and Delivered in the presence of

Name of Occupant # 1 Print Signature Occupant # 1 Sign

Name of Occupant # 2 (Print) Signature Occupant # 2 Sign

Name of Owner (Print) Signature Owner Sign

Name of Witness (Print) Signature of Witness Sign

Witness Phone number

Vehicle #1

Make _____ Model _____ Plate # _____

Vehicle #2

Make _____ Model _____ Plate # _____

Seasonal Lot Lease Application Form

Please complete one application. Application may be rejected if a line is not filled in. You will also be required to present 2 pieces of identification for verification purposes.

Lot Required: _____

Lease Rate: \$1,500.00 + Hydro

Security Deposit: \$500.00

Name: _____ Date of Birth: _____

(Site User/Contracting Party: hereinafter the "OCCUPANT") #1

Driver's License #: 1 _____

Name: _____ Date of Birth: _____

(Site User/Contracting Party: hereinafter the "OCCUPANT") #2

Driver's License #: 2 _____

Number of adults to occupy the lot: _____ Number of children under 18 to occupy lot: _____

Please list all occupants:

Name: _____ Date of Birth: _____

Name: _____ Date of Birth: _____

Name: _____ Date of Birth: _____

Name: _____ Date of Birth: _____

Emergency Contact:

Name: _____ Phone: _____

Current Employer (name): _____ Occupation: _____

Phone: (____) _____ - _____ How Long: _____

Permanent Home Address:

City/Town: _____ Province: _____ Postal Code: _____

Tel. Res.: () _____ - _____ Tel: Bus. : () _____ - _____ Cell () _____ - _____

Email: _____

Is the Address on the Driver's License the same as the Permanent Home Address:

Yes _____ No _____

How long residing at this address: _____ Do you Rent: _____ Own house: _____

(If rent, please fill out below) ...

Current Landlord: _____ Landlords Phone: () _____ - _____

What type of trailer will occupy the said lot, RV _____ Camper Trailer _____ Tent Trailer _____

Park Model _____

What year is your trailer _____ What is the length of your trailer _____

Insurance Company

Name: _____

Broker: _____

Address: _____

Phone # () _____ - _____ Policy # _____

Period of coverage from _____ to _____

Pets: Yes___ No___

If Yes give details:

Type_____Breed_____Size_____Temperament_____

Type_____Breed_____Size_____Temperament_____

****All dogs are subject to the *Dog Owner's Liability Act* of Ontario****

****Photocopies of proof of vaccinations for all pets listed is required****

LOT LEASE WILL BE DENIED IF you misrepresent any information on the application. If misrepresentations are found after the rental agreement is signed, your rental agreement will be terminated.

This is to advise that I the undersigned hereby authorize CAMPGROUND OWNER, the person to whom my application has been submitted an eviction search and to make any other inquiries as deemed necessary in determining eligibility for tenancy and assessing credit worthiness. I understand that the information set out in the lease application form may be used for purposes of responding to emergencies, ensuring the orderly management of the tenancy, complying with legal requirements and for collection purposes should lease or hydro amounts be left owing or lot property damaged at termination of lease or end of occupancy.

Applicant's Signature: _____ Date: _____

Co-Applicant's Signature: _____ Date: _____

**** TO BE FILLED OUT ANNUALLY****

CAMPGROUND ANNUAL AGREEMENT

LOT NUMBER: _____

Fill below if anything has changed within the pervious season.

Name: _____

Address: _____

Postal Code: _____

Home Phone No: _____ Work Phone No.: _____

Other Occupants name & relationship: _____

Updated Employment: _____

Insurance: _____

Pets: _____

As a lot renter in WFN Campground located on Lake Wanapitei, I _____ acknowledge that I have read and fully understand the WFN Campground Policy of 20____.

I agree to adhere to this policy and will ensure that I will take all actions to abide to this policy. If failure to adhere by this policy, I understand that it may result in eviction.

Date: _____

Witness Signature

Seasonal Camper's Signature

Campground Owner signature