



Sunset Villa Association
The place where Danes meet.

Seasonal Camping Agreement

This agreement is between **Sunset Villa Association**,
 Hereinafter referred to as “the Lessor” and

_____,
 Hereinafter referred to as “the Lessee(s)”.

Term, Location and Fees:

1. The term of this lease is for the Season of May 1, 2020 to April 30, 2021.
2. The leased location is Campsite #: _____ of Sunset Villa Association’s Campground, located at 7150 Concession 1, Puslinch, ON.
3. Camping Fees for this term must be paid **prior to occupancy** and are as follows:

	Fee	HST	Total	Rate includes: An empty tank will be provided at the start of the season. 1 pump-out will be provided for free during the season. Any additional pump-outs will be charged to the lessee at the rate of \$50 per pump-out.
Site lease fee	\$1,238.94	161.06	\$1,400.00	
Total payment due to Sunset Villa Association H.S.T. # 11920 6134 RT0001			\$1,400.00	

4. This agreement shall be renewable from year to year on such terms and conditions as set forth by the Lessor and its Board of Directors, provided the Lessee has complied with all the terms and provisions set forth in this Agreement.

Recreational Vehicle:

5. Only recreational vehicles (RV), fully-fitted with wheels, and working bathroom, will be allowed on the site. Tents are not allowed.
6. At the time rent is paid, the Lessee must provide a copy of a valid liability insurance policy in the amount of not less than \$1,000,000 (one million dollars) for the recreational vehicle. Proof of renewal or changes to insurance policy must be provided on or before renewal date or change effectivity date. Should said proof not be provided before 14 days after said date, electrical service will be disconnected from the campsite. A \$25.00 reconnection fee will apply.
7. The Lessee must have an operational smoke detector AND a Carbon Monoxide detector as per Ontario legislation in the recreational vehicle at all times and must allow the Camp Master to confirm that it is operational at any time.
8. The Lessee must have a charged fire extinguisher in the recreational vehicle at all times and must allow the Camp Master to confirm that it is in the vehicle and functional at any time.
9. Initial placement of the RV upon the site or any changes to electrical wiring or equipment attached to the site AC power outlet, including but not limited to the recreational vehicle electrical system, requires inspection and approval by an inspector from the Electrical Safety Authority. Proof of ESA approval must be provided to the Camp Master before power can be (re)applied.
10. Upon initial placement of the RV upon the site, change of ownership or alteration or repair to propane appliances or systems, the RV’s propane appliances and systems must be inspected by a



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Technical Standards and Safety Authority qualified inspector. Proof of passed inspection must be provided to the Camp Master before the site AC power can be (re)applied.

Site and Services:

11. The Lessor will make metered electrical service available to the campsite. The Lessee agrees to pay for all electricity metered as consumed by the campsite. The rates for electric service are calculated, in \$/kWh, by dividing the total relevant Lessor's electric charges, including delivery and other charges, divided by the associated consumption as indicated on Lessor's preceding Hydro One bill. Due to overall consumption and other factors, this rate may fluctuate throughout the season. The Lessor does not mark up or add any fee to electricity consumption.
12. Electric consumption will be billed every other month. If the bill remains unpaid on or after the due date stipulated on the bill, electricity will be disconnected from the site. A \$25.00 late fee will be levied and must be paid prior to the electricity being reconnected.
13. The Lessor will furnish the site with a sewage holding tank. The Lessor will provide holding tank emptying services on a regular basis. The recreational vehicle sewage system must be connected to the site's holding tank. Interconnection must be performed by a certified plumber, written proof of which must be provided to the Camp Master. The Lessee is responsible for any and all connection costs.
14. The Lessor will furnish the site with a potable running water tap.
15. Any damage to either the water or electrical system caused by the Lessee's neglect or recklessness shall be repaired at Lessee's expense.
16. Absolutely no additions to the campsite, of any kind, are permitted without the written consent of the Lessor. Plans for any alterations must be submitted, complete with proper drawings and dimensions, to the Building Committee for review. No such additions or modifications may begin until approved by the Township of Puslinch, through the Building Committee.
17. The Lessee agrees to mow the lawn at their own site and to keep the site, including any flowers and shrubbery, well-maintained and free and clear of any obstruction. If, due to Lessee neglect, the Camp Master finds it necessary to have the Lessor or his representative perform site maintenance, a charge of no less than \$100.00 per incident will be levied.
18. Absolutely no tree cutting is allowed without written consent of the Lessor.

Site Usage:

19. At time of lease, the Lessee must be a member in good standing of Sunset Villa Association. The Lessee must not have any outstanding monies owing to the Lessor, including, but not limited to, outstanding fees, Hydro bills, etc.
20. For the duration of the lease, the Lessee must remain as a member in good standing of Sunset Villa Association.
21. The rented camping site is for RECREATIONAL PURPOSES ONLY.
22. The Lessee must obey all the rules and by-laws of the Lessor.
23. The Lessee agrees to keep the community washroom facilities neat and clean after each use by the Lessee or the Lessee's guests. The Lessee also agrees not to let the Lessee's children, or the Lessee's guest's children, play in the washroom facilities. **During Government Restrictions the community washrooms will be closed.**
24. Campfires are allowed only in the designated fire pits. Fires shall not exceed 2 feet in diameter and 4 feet in height. The person who starts a campfire is responsible to extinguish it or appoint a designate to extinguish it. **Must comply with the Government Regulations as it pertains to social distancing.**



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25. A swimming pool may be placed on the campsite only under the following conditions:
 - a. Maximum water-containing capability shall not exceed 60 inches in any horizontal dimension (diameter, side, diagonal or otherwise) nor 13 inches in depth nor 90 gallons in capacity.
 - b. Water depth when in use (less occupants) shall not exceed 6 inches.
 - c. A responsible adult must be present at all times when pool is in use.
 - d. A rigid cover must be securely affixed at all times when pool is unattended.
 - e. Pool must be emptied and stored in the following circumstances:
 - i. Before campsite becomes unoccupied for a period exceeding 24 hours.
 - ii. Pool is not used for a period exceeding 24 hours.
 - iii. Pool is filled for a period exceeding 4 consecutive days.
26. Casual guests may occupy the leased camping site, but the Lessee may NOT receive financial gains from allowing guests to visit or stay. **Guests are not permitted during Government Restrictions.**
27. Family and friends of the Lessee shall be allowed overnight tenting within the area of the Lessee's campsite. This is for temporary use only. Any such arrangement of more than one week requires the written consent of the Lessor. **Not be permitted during Government Restrictions.**
28. Campers cannot occupy the recreational vehicle (stay overnight) when the water is shut off or the camp is closed for the season. Hydro boxes will be locked during this period. This is a requirement of Puslinch Township's Fire Department.
29. Parking is allowed in designated parking lots only and must display valid disability permits or have prior approval from the Board.

General Conditions and Termination:

30. Only the following persons are authorized to act on behalf of the Lessor and are authorized to accept notices of the Lessee's complaints:
 - a. Camp Director
 - b. Camp Master
 - c. Another Board member if authorized by the above.
31. The Lessor or its representatives shall not be held responsible for any damages to or theft of the recreational vehicle, its contents or other items on or near the camp site.
32. The Lessee agrees to hold the Lessor and its representatives harmless for any injuries or damages resulting from occurrences on the campsite.
33. This document is intended to be a complete record of the Camping Agreement. Both parties are to have a complete copy of this Agreement. The Lessor's by-laws are available to the Lessee on the Sunset Villa website, www.sunsetvilla.org. All promises and agreements must be included herein in writing and agreed to by both parties.
34. The Lessor may terminate the lease, for cause, and without monetary refund if the Lessee:
 - a. Breaches any part of this Agreement
 - b. Failure to make timely payment of rent, hydro, additional fees, fines or other monies owed to the Lessor.
 - c. Breaches of any of the Lessor's rules or by-laws.
 - d. Commits or engages in any criminal activity as defined by the Criminal Code of Canada.
 - e. Failure to provide proof of renewal or changes to insurance policy before 29 days after renewal date or change effectivity date.



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35. The Lessee shall have fourteen (14) days from written notification of any infraction held against him/her to appeal in writing to the Lessor's representative. The Board of Directors, whose decisions shall be final, will then consider the decision.
36. If the Lessee remains in possession of the site after a lawful termination of this agreement and without the Lessor's written consent, the Lessor shall reserve the right to remove the recreational vehicle, its contents and all other site contents after 21 days from such termination date. Said items will be removed and sold, via the legal system, to recover any of the Lessee's debts to the Lessor, including but not limited to the costs of removal, storage and any legal proceedings. Should the funds received by such sales not be sufficient to cover the outstanding debt, the Lessor will seek reimbursement from the Lessee.
37. This agreement is transferable only upon Sunset Villa Association Board of Directors approval.
38. On presentation of a copy of this Camping Agreement, I authorize a representative of Sunset Villa Association to be provided with verification of valid liability insurance on my recreational vehicle which is situated at Sunset Villa, 7150 Concession 1, Puslinch, ON, from the date this agreement has been signed and continuing until the next April 30.
39. No parking during the offseason will be allowed unless authorized by the board. A parking fee will apply. All cars must have valid plates at all times.
40. The Lessee agrees to not use Sunset Villa as a mailing address for any purpose, including utilities.

Government Guidance during Pandemic

41.
The Lessee declares that they have arrived in Canada on this date:

Name: _____ . Arrival: _____ (month) _____ (date), 2020.

Name: _____ . Arrival: _____ (month) _____ (date), 2020.
42. Individuals that have arrived into Canada on or after April 20, 2020 must comply with the Government Regulations as it pertains to the Quarantine Act.
43. For those who are quarantining at Sunset Villa campground: The Lessor will help with any reasonable requests for supplies during this time.
44. The Lessee agrees to voluntarily move out of the property if the Lessor becomes aware that the Lessee has a second residence to reside in. No fees will be refunded.
45. **The Lessee agrees to comply with the Government Regulations as it pertains to social distancing.**
46. The Lessee is aware that the playground is out of service **during Government Restrictions.**
47. The Lessee agrees to notify Sunset Villa should they contract Covid-19 for the purposes of contact tracing (ie: assessing whether others who have been in contact with the Lessee need to be notified to self-quarantine to stop the spread).
48. The Lessee agrees to vacate the campground at the end of the camping season (Sunday Nov 1, 2020) even if there is no ability to travel either internationally or within Canada at that time, as this is a seasonal campground, not a year round campground.



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Sunset Villa Association - Liability Waiver

Campground

All campground guests of Sunset Villa Association (“SVA”) acknowledge of risks, release, indemnification agreement, and covenant not to sue. This document must be signed before using campground facilities.

The Guest fully recognizes and appreciate the current dangers inherent from use of SVA common facilities.

Guest must assume the hazard of risk to Guest since Guest desires to use facilities at SVA. Guest realizes that Guest may be subject to illness from use of communal facilities and that no form of preplanning can remove all of the danger to which Guest is being exposed.

BY ENGAGING IN THESE ACTIVITIES, THE PARTICIPANT ASSUMES THE RISK OF ILLNESS OR DEATH.

I understand that SVA does not guarantee my personal health or safety at any point during my use of SVA Facilities, nor does it protect me against risk of loss of my personal property. I understand SVA does not assume responsibility for the actions of others, for events that are not part of SVA, or that are beyond the control of SVA or its contractors, or for situations that may arise due to the failure of the Guest to disclose pertinent information.

In signing this document, Guest fully recognizes that if anyone is hurt or dies, or property is damaged while Guest is at any SVA facilities, Guest will have no rights to make any claim or file a lawsuit against SVA, its agents or employees even if SVA, its agents or employees, or any of them negligently caused the bodily illness/injury or property damage.

In consideration of this agreement, SVA will permit Guest to enter the facility, subject to guest's compliance with all SVA Rules, Federal and Provincial Regulations and Safety Policies, which may be amended from time to time. It is the responsibility of Guest to request to inspect all such Rules, Regulations and Policies. SVA retains the right to deny entrance to its facilities or participation in its activities, to anyone in its sole discretion.

Guest’s signature below indicate that they have read this entire document in full, understands it completely, and agree to be bound by its terms. This Waiver and Release is a Ontario contract and Guest consents to the jurisdiction and venue for any action relating to this Waiver and Release in Puslinch, Ontario regardless of Guest's residence or domicile.

Acknowledgement of Responsibility of the Guest

- In the event I becomes ill while visiting SVA, I will follow the proper protocols set out by SVA and Public Health
- In the event I become ill while visiting SVA, I understand and agree that I will accept responsibility for any medical bills.

I have read and agree to the terms here listed in this Liability Waiver

Full Name: _____

Date: _____