



Camp Bridal RV Resort

53870 Bridal Falls Rd. Rosedale, B.C

Tel. 604.908.0194 Email. info@campbridal.ca

www.campbridal.ca

LICENCE AGREEMENT

THIS AGREEMENT dated as of _____, 20__

BETWEEN:

CAMP BRIDAL INC. (Incorporation No. BC0829256), a British Columbia company having an address at 53870 Bridal Falls Road, Rosedale, British Columbia V0X 1X1

(the "Owner") AND:

Name: _____

Name (of any 2nd Licensee): _____

RV Licence Plate No.: _____ Province: _____

Address: _____

(the "Licensee")

1. LICENCE

1.1 **Site** – The Owner grants to the Licensee, subject to the provisions hereof, a licence to use and occupy the serviced recreational-vehicle site designated as No. _____ on the plan attached as Schedule "A" hereto or the designated locations for tenting (the "Site") within the recreational-vehicle resort known as Camp Bridal (the "Facility") and located at 53870 Bridal Falls Road, Rosedale, British Columbia.

1.2 **Access** – For the purpose of access to and from the Site, the Licensee will have, in common with others entitled thereto, the non-exclusive right to use such portions of the roadways within the Facility as the Owner may from time to time designate during such hours and subject to such rules and regulations, as are set from time to time by the Owner. Entry to the Facility from the

Facility entrance is not permitted after 10 p.m. without the prior consent of the Owner, which may be arbitrarily withheld.

1.3 **Guest Registration** – The Licensee acknowledges and agrees that all guests and associated motor vehicles must be registered with the Owner before entering the Site and the Facility.

1.4 **Term** – Unless earlier terminated in accordance with the provisions of this Agreement, the term of this Agreement (the “Term”) is from _____, 20____ (the “Arrival Date”) to _____, 20____ (the “Departure Date”).

1.5 **Arrival and Departure** – The Licensee acknowledges and agrees that they cannot check-in to the Site earlier than 1:00 p.m. on the Arrival Date and cannot check-out of the Site later than 11:00 a.m. on the Departure Date.

1.6 **Licensee Age Requirement** – The Licensee represents that he or she is 20 years of age or older.

1.7 **Reservation Requirements** – Licensees must book a minimum of two (2) nights if the Arrival Date is on a Friday or Saturday. Licensees must book a minimum of three (3) nights if the Arrival Date is on the Friday, Saturday or Sunday of a British Columbia statutory holiday weekend.

1.8 **Refund** – The Licensee acknowledges and agrees that upon the commencement of the Term, no refund will be given for any reason.

2. COMMON AREAS

2.1 **Common Areas** – In this Agreement, “Common Areas” means those areas of the Facility not constituting the Site or other recreational-vehicle sites set aside by the Owner for granting licences to licensees and all those facilities of the Facility designated by the Owner from time to time for the benefit of the Licensee in common with other licensees in the Facility, including without limitation any common building, landscaped areas, parking areas, electrical equipment, pool area, and general signs, improvements, fixtures, facilities, equipment and installations.

2.2 **Alcohol Consumption and Smoking** – The Licensee and everyone who the Licensee is responsible for, including any invitees of the Licensee, will not consume alcohol, tobacco, vaporized nicotine or cannabis products on the Common Areas.

2.3 **Management and Control by the Owner** – The Owner has the exclusive right to manage and control the Facility and from time to time establish, modify and enforce reasonable rules regarding the use, maintenance and operation of the Common Areas, and such rules will in all respects be observed by the Licensee and everyone for whom the Licensee is responsible.

3. USE OF SITE AND FACILITY

3.1 **Purposes of Use** – The Licensee agrees that the Site will be used only for the purposes of parking and using the Licensee’s recreational vehicle (the “Licensee’s RV”) as vacation or travel accommodation, and that the Licensee will prevent the Site from being used for any other purpose.

3.2 **Prohibitions** – Without limiting Clause 3.1, the Licensee will not:

- (a) Place anything on the Site other than the Licensee's RV and such equipment and items as may be reasonably necessary for the permitted use of the Site;
- (b) Conduct any business, trade or other commercial activity at or from the site;
- (c) Damage any vegetation;
- (d) Violate fire bans or restrictions;
- (e) Burn any material other than firewood, including garbage, wet wood, painted wood, particle board, or any other material;
- (f) Have a campfire before 7:00 a.m. or after 11:00 p.m.;
- (g) Leave a campfire unattended;
- (h) Have a campfire outside of the designated ring on the Site;
- (i) Park more than one RV and two motor vehicles on the Site;
- (j) Wash their RV on the Site without the prior express permission of the Owner;
- (k) Wash any motor vehicle that is not an RV on the Site;
- (l) Leave any food, garbage or recycling on or around the Site; or
- (m) Wash and/or dry pet blankets or any clothing item(s) that contain oil, grease or other substances that will damage the washing machine(s) and/or drying machine(s).

3.3 **Occupation and Conduct** – The Licensee will use and occupy the Site only in a first class and reputable manner befitting the Facility.

3.4 **Quiet Hours** – The Licensee acknowledges and agrees that they will not emit any loud or annoying noises between 10:00 p.m. and 8:00 a.m on the Site or anywhere and on the Facility, and the Licensee will cause any invitees or others for whom the Licensee is responsible at law to comply with such noise

3.5 **Washroom Facilities** – The Licensee acknowledges and agrees that it will not:

- (a) Wash dishes or clothing in the washroom facilities;
- (b) Use hair dye or other chemicals in the washroom facilities;
- (c) Wear footwear that has been worn outdoors in the showers; or
- (d) Flush paper towels, personal hygiene products, or any other material or item that could result in damage to the septic system.

3.6 **Sewer** – The Licensee will ensure that all RV waste disposal hookups, including hoses and connections, are free of leaks. If there is a leak on the Site or the Facility caused by the Licensee, the Licensee will clean the leakage at their own expense. If the Licensee fails to clean the leakage, the Owner will charge the Licensee for the costs associated with cleanup, plus a 15% surcharge on such costs.

3.7 **Picnic Tables** – The Licensee acknowledges and agrees not to remove picnic tables from other recreational-vehicle sites. If additional picnic tables are required, the Licensee can request additional picnic tables from the Owner for use on the Site.

3.8 **Injury and Nuisance** – The Licensee will not commit or allow any injury or waste to the Site or to the Facility or any other lands or premises or commit or allow any nuisance or menace to the Owner or to any other licensee or other third party whatsoever, and, without limiting the foregoing, the Licensee will not:

- (a) Affix anything to the Site, whether removable or not;
- (b) Use or install any equipment that could overload the capacity of any utility, electrical or mechanical facility or service supplying the Site or the Facility;
- (c) Cause or allow any loud or annoying noises or offensive odors to issue from the Site or the Licensee's RV; or
- (d) Cause or allow, other than the unintended deposit of trace amounts of gasoline or oil on the Site itself (which the Licensee will immediately remove), any gasoline, oil, grease or flammable, explosive, poisonous, toxic, hazardous, dangerous, harmful, deleterious or objectionable substance to be discharged over, onto, into or under the Site, the Facility or any other lands or premises;

and the Licensee will make good any and all damage resulting from the Licensee's default of this provision at its sole cost and expense. The Owner may determine in the Owner's sole discretion whether the Licensee is in default of this provision.

3.9 **Legal Compliance** – The Licensee will comply with all legislation and other requirements (including without limitation those relating to environmental protection) of all municipal, provincial, federal and other applicable governmental authorities, now in force or which may hereafter be in force, relating in any way to the Licensee's use or occupancy of the Site or the Facility.

3.10 **Acknowledgements** – The Licensee acknowledges and agrees as follows:

- (a) All garbage and recycling will be removed by the Licensee from the Site prior to departing the Site at the end of the Term. If the Licensee fails to remove garbage and/or recycling from the Site, then the Licensee will be charged a \$50.00 penalty;
- (b) All RVs must be mobile;
- (c) Feeding or harming any species of wild animal is prohibited;

- (d) The speed limit within the Facility is 5 kilometers per hour;
- (e) The Licensee is granted only a licence to use and occupy the Site and does not have any leasehold or other interest in the Site or any other part of the Facility, and accordingly, the Owner is entitled to all rights in respect of the Site not inconsistent with this Agreement; and (f) For greater certainty:
 - (i) the Site and the Licensee's RV are occupied only as vacation or travel accommodation and accordingly the *Residential Tenancy Act* (British Columbia) does not apply to this Agreement, the Site or the Facility; and
 - (ii) neither the Site nor the Licensee's RV is to include or be a manufactured home and accordingly the *Manufactured Home Park Tenancy Act* (British Columbia) does not apply to this Agreement, the Site or the Facility.

4. **INSURANCE**

4.1 **Licensee's Insurance Obligations** – The Licensee will have valid insurance and registration for their RV and any other motor vehicles the Licensee brings on the Site and the Facility.

5. **TENTING**

5.1 **Location** – The Licensee will only erect a tent in specific locations as instructed by the Owner. The Licensee will move the tent three (3) days following the Arrival Date (as the case may be) to preserve the grass on the Site. If the Site is located close to serviced recreational vehicle sites, the Licensee is required to situate the entrance of the tent opposite the direction of the serviced recreational vehicle sites.

5.2 **Firepit** – If the Licensee wishes to use a firepit on the Site, the Licensee is required to contact the Owner and obtain assistance regarding firepit location and viability based on the Site location.

6. **OWNER'S PROTECTION**

6.1 **Release of Owner** – The Licensee hereby releases the Owner (and each of the Owner's directors, officers, employees and agents) of and from all of the following:

- (a) All claims, demands, actions, proceedings and liabilities whatsoever for bodily injury and death, property loss and damage and all other losses and damages to the Licensee and to others on or about the Site or the Facility no matter how caused, including without limitation losses and damages in any way arising out of the negligence or other fault of the Owner (or anyone for whom the Owner is responsible).

6.2 **Indemnification of Owner** – The Licensee will indemnify and save harmless the Owner from and against all of the following:

- (a) Any and all claims, demands, actions, proceedings and liabilities whatsoever for bodily injury and death, property loss and damage and all other losses and damages in any way arising out of the use or occupation of the Site or the use of any other

part of the Facility or any act or omission of the Licensee or anyone for whom the Licensee may be responsible;

- (b) All costs (including without limitation all legal costs on a solicitor-and-client basis) incurred by the Owner in any way arising out of any and all such claims, demands, actions, proceedings and liabilities; and
- (c) All losses, damages and costs (including without limitation all legal costs on a solicitor-and-client basis) suffered or incurred by the Owner in any way arising out of any and all defaults by the Licensee under this Agreement.

For greater certainty (and without limiting the survival of any other obligation or liability of the Licensee), this provision will survive the expiry or earlier termination of this Agreement.

7. RIGHTS AND REMEDIES OF THE OWNER

7.1 **Generally** – In addition to all other rights under this Agreement or otherwise incidental to the Owner's title, the Owner and its agents and contractors will have the rights:

- (a) To enter and inspect the Site at all reasonable times; and
- (b) In the case of an emergency, to forcibly enter the Licensee's RV without notice and without being rendered liable for any damage or trespass and without affecting this Agreement.

7.2 **Termination** – Whether or not the Licensee is in default in performing or observing any obligation of the Licensee under this Agreement the Owner may at any time, in addition to the Owner's other rights and remedies:

- (a) Terminate this Agreement (with immediate effect) by written notice to the Licensee; and
- (b) Re-enter and remove all persons and property (including without limitation the Licensee's RV) from the Site, and such property may be removed and stored elsewhere at the cost of the Licensee, all without notice and without the Owner being liable for any loss or damage.

7.3 **Owner's Right to Perform** – If the Licensee fails to perform any obligation under this Agreement, the Owner may at all times at the Owner's sole discretion perform or cause to be performed any and all of such obligations or any part thereof, and may take all actions as the Owner in its sole discretion considers necessary or expedient, including without limitation entering the Site without notice and without affecting the Licensee's obligations under this Agreement, all solely at the cost of the Licensee. The Owner will not be liable for any loss or damage resulting from any such actions taken. If the Owner commences or completes the performance of any of the Licensee's obligations or any part thereof, the Owner will not be obliged to complete such performance or be later obliged to act in like fashion.

7.4 **Indemnification of Owner** – The Licensee will indemnify and save harmless the

Owner from and against all costs (including without limitation legal costs on a solicitor-and-client basis) in any way arising out of defaults of the Licensee hereunder and efforts to enforce rights, and to seek remedies, to which the Owner is or may be entitled hereunder.

7.5 **Remedies Cumulative** – All rights and remedies of the Owner in this Agreement are cumulative and not alternative.

8. **ASSIGNMENT AND SUBLICENSING**

8.1 **Assignment and Sublicensing by Licensee** – The Licensee cannot and will not purport to assign, or sublicense any of this Agreement, nor will the Licensee allow any of the Site to be used or occupied by any third party.

9. **JOINT AND SEVERAL LIABILITY**

9.1 **Licensee Individuals Joint and Severally Liable** – If two or more individuals constitute the Licensee, all obligations and liabilities under this Agreement of the Licensee are joint and several obligations and liabilities of the individuals constituting the Licensee.

10. **GENERAL**

10.1 **Consent Required** – Any consent of the Owner to an act by the Licensee requiring the Owner's consent will not waive or render unnecessary the Owner's consent to any subsequent act similar or otherwise by the Licensee.

10.2 **No Waiver** – The failure of the Owner to exercise any right, power or other advantage pursuant to this Agreement, or to insist upon strict compliance with the provisions of this Agreement, will not be, and will not be deemed to be, a waiver of any of the provisions of this Agreement in respect of any subsequent or continuing default hereunder, nor a waiver of the right to require strict compliance with all the provisions of this Agreement.

10.3 **Survival of Licensee's Obligations and Liabilities** – For greater certainty, all obligations and liabilities of the Licensee that arise before the termination of this Agreement or that will or may require all or part of their fulfilment or performance after the termination of this Agreement will (whether or not specifically so stated) survive the termination of this Agreement and remain in full force and effect for the benefit of the Owner thereafter.

10.4 **Entire Agreement** – This Agreement constitutes the entire agreement between the parties hereto and supersedes all previous communications, representations and agreements, whether oral or written, with respect to the subject matter hereof, there being no representations, warranties or other terms except those expressly set forth in this Agreement.

10.5 **Enurement** – This Agreement will enure to the benefit of and be binding upon the parties hereto and their respective heirs, executors, administrators, successors and assigns.

EXECUTED by the parties hereto as of the date and year first above written.

CAMP BRIDAL INC.

PER:

Authorized Signatory

SIGNED by the **Licensee** in the presence of:

Signature of Witness

Name of Witness

Licensee

Licensee

SCHEDULE "A"



