

GREEN ACRE PARK ("PARK")
A division of Mar-View Farms Limited ("OWNER")

CAMPSITE CONTRACT

EFFECTIVE DATE: _____ CAMPSITE NO.: _____

PERSONAL CAMPER INFORMATION

NAME: _____ ("CAMPER")

HOME PHONE NO.: _____ BUSINESS PHONE NO.: _____

CELL PHONE NO.: _____ WINTER PHONE NO.: _____

NON GREEN ACRE PARK RESIDENCE:

STREET: _____

CITY: _____ PROV/STATE: _____ POSTAL/ZIP CODE: _____

EMAIL ADDRESS: _____

CAMPSITE

The Owner rents to the Camper campsite # _____ at the Park (the "Campsite"), subject to the terms of this contract.

PARK RULES AND REGULATIONS

The Camper acknowledges that the Camper has read and understands the terms of this contract, has received a copy of the rules and regulations governing the operation of the Park and understands the terms of such rules and regulations. The Camper agrees to comply with such terms and regulations and any changes made during the term of this contract and to require the Camper's guests and visitors to comply also.

USE OF CAMPSITE, VACANCY PERIOD AND YEAR-ROUND OCCUPANCY

The Camper shall not use the Campsite as a principal, permanent, year-round or full-time residence, and shall close and vacate the unit on the Campsite for a minimum of sixty (60) consecutive days annually between October 31 and the following April 30 (the "Minimum Vacancy Period"). **The Park will be CLOSED annually from January 1 through to March 1.** The Camper agrees to declare in writing to the Owner on or before October 31 of each year the date when they will be closing and vacating their unit and the continuous duration of their vacancy, which shall be not less than sixty (60) consecutive days in accordance with the Minimum Vacancy Period. The Camper shall not use the Campsite for the operation of a business or trade.

The Camper agrees to comply with all municipal by-laws including zoning by-laws and acknowledges that any breach of such by-laws shall result in the immediate termination of this contract and the forfeiture of the Camper's right to use the Campsite.

TERM OF CONTRACT

The term of this contract shall be for a period of sixty (60) days from the Effective Date. The term shall be automatically renewed for consecutive sixty (60) day terms, until terminated by written notice by either party to the other party. Such written notice shall be given at least 30 days prior to the end of the then current term.

RENTAL FEES

The Camper shall pay to the Owner fees, as determined by the Owner, from time to time, throughout the term of the contract for use of the Campsite, hydro, water, sewer and storage where applicable.

DEPOSIT

The Camper shall pay to the Owner, upon the execution of this contract, a deposit in the sum of **\$500**. The deposit is a security deposit and will be held by the Owner, to be applied to the last month's fees or other amounts owing by the Camper to the Owner.

INTEREST ON OVERDUE ACCOUNTS

All charges owing under this contract are due and payable upon accounts being rendered. Non-payment of charges constitutes breach of this contract and interest at the rate of 10% per year shall be charged on monies overdue.

WAIVER, RELEASE AND INDEMNITY

The Camper waives and releases any claims that the Camper may have against the Owner, its officers, employees, agents, or servants arising from any damage or injury incurred by the Camper at the Campsite as the result of any act, or failure to act, on the Owner's part or on the part of its employees, agents, servants, or guests, whether negligent or otherwise.

The Camper also agrees to indemnify and save harmless the Owner, its officers, employees, agents, and servants from all claims, suits, actions (and damages arising therefrom) which may be brought against the Owner, its officers, employees, agents and servants arising in any manner whatsoever at the Campsite from any acts or failure to act by the Camper, or the Camper's employees, agents, servants, and guests.

ASSIGNMENTS

The parties agree that the Camper cannot assign this contract, without the consent of the Owner, and that the Owner may assign this contract.

ABANDONMENT

In the event that the Camper abandons the trailer for a period of sixty (60) or more days, without the prior agreement of the Owner, the Owner may remove the trailer from the Campsite. The Camper releases the Owner, its officers, employees, agents, and servants from any loss or damages incurred to the trailer and its contents as a result of such removal.

The Camper shall pay all removal costs, storage and miscellaneous charges incurred by the Owner.

The Owner shall give the Camper 15 days notice of such charges and should the Camper not pay to the Owner such charges within 15 days after receipt of such notice, the Owner shall have the right to sell the trailer and its contents and apply the sale proceeds to pay all monies owing by the Camper to the Owner. Any proceeds remaining after the payment of such costs shall be paid to the Camper.

LIEN

The Owner shall have a lien or charge against the trailer and its contents for all overdue fees, commission payable on its sale and other miscellaneous charges incurred by the Owner pursuant to the terms of this contract or any ancillary agreement.

SALE OF TRAILER ON SITE

The Camper specifically acknowledges the execution of a "Sale of Trailer" agreement with the Owner and acknowledges that this agreement shall remain in full force and effect until this contract has been terminated and the Camper has removed the trailer from the Campsite.

TAXES AND CHARGES

The Camper shall pay all municipal, provincial, or federal taxes or charges levied against the trailer, its contents and the Campsite during the term of this contract and until such time as the trailer has been removed from the Campsite.

NOTICE

Notice required by this contract, the rules and regulations of the Owner, or any other ancillary agreements made between the Owner and the Camper, may be delivered to the Camper in person, or by courier or by registered mail to the Camper at the Non-Green Acre Park Residence address shown in this agreement and to the Owner by courier or registered mail to the Owner at 580 Beaver Creek Road, Waterloo, Ontario, N2J 3Z4 (519-885-1758). Service by registered post shall be deemed to have been received four days after the day of posting.

The Camper acknowledges that the Camper has read the terms of this contract and understands the terms of this contract, and agrees to observe and comply with the terms of this contract.

Dated at Waterloo, Ontario this _____ day of _____, 20_____.

Mar-View Farms Limited

Per: _____
Name: I have authority to bind the corporation
Mar-View Farms Limited (Bruce Martin or Jodi Martin)

Witness: _____
(witness signature)

Camper: _____
(camper signature)

Witness: _____
(witness signature)

Camper: _____
(camper signature)

**** Please complete and sign this form annually ****