

LONG-TERM LICENSE TO OCCUPY AGREEMENT

(the "Agreement")

Between:

Alder Bay Holdings Ltd, dba, Alder Bay RV Park & Marina

Office Address:

1111 Sandpines Crescent

Comox, BC

V9M 3V3

(Hereinafter the "Park")

AND:

Full Legal Name:

(Hereinafter the "Occupant")

WHEREAS:

- a. The Occupant wishes to use and occupy Site # [Client.SiteNumber] (the "**Site**") and the Park has agreed to permit its use and occupancy on the terms and conditions contained in this Agreement; and
- a. The Park and the Occupant wish to enter into this Agreement to document their respective rights and obligations with respect to the use and occupancy of the Site by the Occupant:

THIS AGREEMENT WITNESSES THAT in consideration of the Site and the mutual covenants and the agreements hereinafter contained, the parties agree as follows:

1. GRANT OF LICENSE

1.1 The Park hereby grants to the Occupant the license to occupy and use the Site at all times during the Term as defined in this Agreement and subject to all of the terms and conditions of this Agreement (the "**License**").

1.2 The License is personal and cannot be assigned or transferred. The Occupant must not sell, transfer or assign the License and/or this Agreement without the prior written consent of the Park and such consent is within the sole and absolute discretion of the Park.

2. OCCUPANT

2.1 In addition to the Occupant, the following adult and/or minor persons are permitted to occupy the Site (enter "N/A" if no other occupancy)

2.2 Only the Occupant and the person(s) identified in this Agreement are permitted to occupy the Site. Any additional Occupant(s) or person(s) apart from those identified in this Agreement must receive the prior written consent of the Park to occupy the Site. The Park's acceptance of any additional Occupant(s) or person(s) does not otherwise change this Agreement or create a new License.

2.3 The Occupant must not permit any person(s) to use and/or visit the Site when the Occupant is not present at the Site absent the prior written approval of the Park.

2.4 The Occupant acknowledges and agrees that the Occupant maintains the following permanent home address and contact information:

Permanent Mailing Address:

Address:

City:

Province:

Postal Code:

Telephone:

3. PERMITTED RECREATIONAL VEHICLE(S) AND/OR TRAILER(S)

3.1 In addition to the Occupant's personal vehicle, only the following recreational vehicle(s) or trailer is permitted at the Site: (provide Lic and Make & Model)

3.2 Only licensed, insured, and fully operational vehicles and/or trailers are permitted at the Site.

3.3 Proof of vehicle insurance must be provided to the Park upon request.

4. TERM OF THE LICENSE

4.1 The Park and the Occupant agree to a multi-day day License for use and occupancy of the Site (the "Term").

4.2 The Term of the License will start on [Client.StartDate] and end on [Client.EndDate]

4.3 At the end of the Term or other termination date as permitted under this Agreement, the Occupant must deliver full and peaceable vacant possession of the Site to the Park, and at the Occupant's sole expense, remove any and all of the Occupant's personal property from the Site.

4.4 Renewal, extension or amendment of the Term requires the prior written consent of the Park, and such consent is within the sole and absolute discretion of the Park. The Occupant acknowledges and agrees that there is no assurance or guarantee that the Term will be renewed, extended or otherwise amended by the Park.

4.5 Once this fixed term License ends, it will automatically convert to a month to month License unless explicitly renewed by both parties.

5. LICENSE FEE AND UTILITIES

5.1 The Occupant must pay the Park a license fee for use and occupancy of the Site in the amount of [Site.Cost]

5.2 These utilities outlined below are included in the license fee (pick from Hydro, Sewer, Water, Garbage Disposal, Wifi, Propane):

[Site.Utilities]

5.4 Any additional person(s) permitted by the Park to occupy the Site apart from the Occupant and those persons identified in this Agreement may be subject to an additional charge subject and such additional charge will be added to the License Fee that is due and payable to the Park for use and occupancy of the Site.

5.5 Failure to remit any payments required to be made to the Park under the terms and conditions of this Agreement constitutes a breach of this Agreement for which the Park may, at its sole and absolute discretion, terminate this Agreement and the License granted hereunder in accordance with the terms and conditions of this Agreement.

6. USE OF THE SITE

6.1 The Site is intended for temporary, seasonal, recreational and vacation purposes only.

6.2 The Occupant acknowledges and agrees that the License to use and occupy the Site is for a temporary Term, and the Occupant maintains and will maintain a permanent residence outside of the Park as identified in this Agreement.

6.3 Use and occupation of the Site is only permitted for the Term of this Agreement, and may be further restricted by periods of the Park's closure. Closure of the Park is at the sole and absolute discretion of the Park.

6.4 The Occupant acknowledges and agrees that the Park and/or its staff or agents shall have unrestricted access to the Site and common areas for the purpose of maintenance, operations, servicing, development and security.

6.5 The Occupant acknowledges and agrees to comply with and observe any and all rules and regulations that the Park may adopt from time to time, including but not limited to the rules and regulations attached in **Schedule "C"** to this Agreement (the **"Park Rules"**).

6.6 The Park Rules may be amended from time to time by the Park at the sole and absolute discretion of the Park.

6.7 The Occupant acknowledges and agrees to inform all guests, invitees or visitors of the Site of the Park Rules. The Occupant is responsible for ensuring that all guests, invitees or visitors of the Site comply with the Park Rules.

6.8 The Occupant acknowledges and agrees to use and occupy the Site in compliance with all applicable federal, provincial, and municipal laws and regulations.

6.9 Failure to comply with the Park Rules and/or all applicable federal, provincial and municipal laws and regulations by the Occupant, or the Occupant's guests, invitees or visitors, constitutes a breach of this Agreement for which the Park may terminate this Agreement and the License granted by this Agreement in accordance with the terms and conditions contained herein.

6.10 The Occupant is prohibited from making any additions, improvements, or changes to the Site, or any Site services or facilities, without first obtaining the Park's prior written approval to do so. As a condition of its approval, the Park may require the Occupant to agree, in writing, to take responsibility for any expenses relating to the addition, improvement, or change and to agree to return the Site, or any Site services or facilities, to its original condition by the end of the Term at the Occupant's sole expense.

6.11 The Occupant acknowledges and agrees that the Site is being provided to the Occupant on an "as is, where is" basis and that the Park has no obligation whatsoever to maintain, repair or improve the Site in any way.

6.12 The Occupant must not do, permit to be done, or fail to do anything that may void the Park's insurance or increase the Park's insurance premiums. The Occupant is responsible for any loss, damage, or costs resulting from the Occupant's use and occupancy of the Site and/or failure to comply with any terms of this Agreement.

7. INDEMNIFICATION AND RELEASE

7.1 The Occupant does for themselves, their heirs, executors, administrators, successors and assigns hereby releases, waives and forever discharges the Park, its agents, servants, successors, employees, volunteers and assigns from any and all claims, demands, damages, costs, expenses, actions, causes of action, whether in law or in equity, in respect of death, injury, loss, damage, or expense however so arising or to arise by reason of using and/or occupying the Site, the common areas, the Park or otherwise, whether prior to, during, or subsequent to the Term of this Agreement and notwithstanding that the same may have been contributed to or occasioned by the actions or omissions of any of the aforesaid.

7.2 The Occupant shall indemnify and save harmless the Park, its agents, servants, successors, employees, volunteers and assigns from and against any and all actions, causes of action, suits, damages, losses, costs, fees, expenses, charges, claims and demands of any nature whatsoever relating to or arising out of the use and/or occupation of the Site by the Occupant, the Occupant's invitees, guests and/or visitors.

7.3 The Park assumes no responsibility for any loss through fire, theft, collision or otherwise to trailers or vehicles or their contents, regardless of the cause. The Occupant agrees that the use of the Site, utilities and/or common areas of the Park is solely at the risk of the Occupant and their guests, invitees, and visitors.

8. BREACH AND TERMINATION

8.1 If the Occupant defaults in the performance of any of the Occupant's obligations under this Agreement or breaches any of the terms or conditions contained herein, the Park will, at its sole and absolute discretion, have the right to:

- a. terminate this Agreement and repossess the Site on 30 day's written notice to the Occupant, and on giving such notice, this Agreement and the License granted hereunder will immediately terminate; and
- b. sue for any overdue payments or damages arising out of breach of this Agreement together with interest, costs on a solicitor and client basis together with any other costs of any nature or kind whatsoever which may be incurred in repossessing the Site and collecting overdue payments or damages owing to the Park under this Agreement.

8.2 Either the Occupant or the Park may terminate this Agreement on 30 day's written notice to the other party if any of the following apply:

- a. Site is deemed unsafe by the Park or by a governing federal, provincial or municipal authority;
- b. Site requires renovation or repair as determined by the Park at its sole and absolute discretion;
- c. Site is sold;
- d. Site is damaged or destroyed; or
- e. Site becomes otherwise unsuitable for use and occupancy.
- f. Should this Agreement and the License granted herein be terminated for any reason prior to the end of the Term, the Occupant will not be entitled to any refund of the Licence Fee paid to the Park, regardless of the date that the termination notice is given.
- g. Should the Occupant depart the site earlier than the end of the Term the pre-authorized debit (PAD) agreement and payments will continue in effect for the duration of the Term.
- h. If, as per section 4.5, the Licence has been converted to month to month and the Occupant wishes to vacate the Site

9. FURTHER ASSURANCES

9.1 Each of the parties will at all times and from time to time and upon the reasonable request of the other do, execute and deliver all further acts, assurances and documents for the purpose of giving full force and effect to the terms and conditions of this Agreement.

10. NOTICES

10.1 Any notice under this Agreement must be in writing and delivered by personal delivery to the party or by registered mail to the address of the receiving party identified below:

a. In the case of the occupant:

Name
Address
City
Province
Postal Code
Email

b. In the case of the Park:

Alder Bay Holdings
1111 Sandpines Crescent
Comox, BC, V9M 3V3
Email: tim@alderbay.com

10.2 Any notice pursuant to the terms of this Agreement shall be deemed to have been received five (5) business days after it is mailed by registered mail or immediately if it is delivered via personal delivery to the party.

11. NO LEASE OR TENANCY AGREEMENT

11.1 The parties acknowledge and agree that the License granted under this Agreement is a temporary contractual License only and not a lease or tenancy agreement. This Agreement and the License granted hereunder does not confer any interest in land to the Occupant.

12. TIME

12.1 Time is of the essence of this Agreement.

13. EXECUTION IN COUNTERPARTS

13.1 This Agreement may be executed in counterparts, each of which shall be deemed to be an original and which, together, will constitute a single agreement.

14. ENTIRE AGREEMENT

14.1 This Agreement constitutes the entire agreement between the parties pertaining to the subject matter hereof and supersedes all prior Agreements, understandings, negotiations and discussions, whether oral or written, of the parties. There are no warranties, representations or other agreements between the parties in connection with the subject matter herein except as specifically set forth or referred to herein.

15. SEVERABILITY

15.1 If any term or condition of this Agreement is determined to be invalid or unenforceable in whole or in part, such invalidity or unenforceability shall attach only to such term, condition or part thereof and the remaining part of such term or condition and all other terms and conditions of this Agreement shall continue to have full force and effect.

16. SCHEDULES

16.1 Any and all Schedules to this Agreement are an integral part of this Agreement.

17. PERSONAL INFORMATION

17.1 The Occupant agrees that the Park may collect, use and disclose the Occupant's personal information contained in this Agreement when reasonably necessary to fulfill the purposes of this Agreement and to communicate with the Occupant.

17.2 The Park agrees to only use or disclose the Occupant's personal information contained in this Agreement with the Occupant's consent, or if the use or disclosure is permitted by the *Personal Information Protection Act*, S.B.C. 2003, c. 63 as amended from time to time.

18. SINGULAR AND PLURAL

18.1 Except where otherwise indicated, or unless the context otherwise requires, words in the singular include the plural, and words in the plural include the singular.

18.2 If the Occupant consists of more than one person, all of the covenants, agreements, acknowledgments, representations and warranties of the Occupant will be joint and several.

19. GOVERNING LAW

19.1 This Agreement shall be governed by and construed in accordance with the laws enforced in the Province of British Columbia.

Signed by the Occupant:

Date:

Signed by the Park's representative

Date:

SCHEDULE "A"

ALDER BAY RV PARK & MARINA PARK RULES

Our Park Rules are designed to contribute to everyone's safety, property protection and privacy, and to ensure that your residency is pleasant and enjoyable. All Occupants of the Park are subject to all of the terms and conditions of these Park Rules. These Park Rules are subject to revision and change by the Park with two weeks' written notice to the Occupant .

1. RV SITE

The RV site shall be attractively maintained by the Occupant and shall comply with all applicable laws, ordinances and regulations of the Province, District, and Municipality. Any external additions or alterations to the site require written permission of the Park before commencement of any work. No alterations or changes by the Occupant to the Site's ground level are permitted.

(a) Landscaping & Fencing: Any fencing, grass, plants, shrubs or trees that are present now or are added in the future by the Park are and remain the responsibility of the Park and will be maintained by the Park as part of this agreement. Removing or adding to the fencing, shrubs and trees on the site requires the prior written permission of the Park. Additions added by the Occupant may become the responsibility of the Occupant. Any tree pruning by the Occupant must first be approved by the Park. The Park reserves the right to remove or prune any tree or shrub on the Site or in the Park. All fencing must be stained or painted to prevent deterioration, and be maintained in good repair.

(b) Site Maintenance: The Occupant must maintain the Site, the landscaping and the home in good repair and in a safe, neat, clean and sanitary condition. Maintenance of improvements is entirely the responsibility of the Occupant and the Park is not responsible or liable in any way for their repair, safety, construction standards or future consideration.

Specifically, the Occupant is responsible for expenses and maintenance of::

Ø the Occupant's dwelling unit and additions;

Ø the utility connection lines from the Park's service points to the RV;

(c) Clothes drying is permitted on the Site only on an umbrella type clothes line/dryer in an inconspicuous location on the Site. Pole location must be approved in advance by the Park to avoid damage to utilities.

(d) Services: Occupants must ensure that water lines, pipes and taps have thermostatically controlled and functioning electric heat tape strapped securely in place over the entire exposed length. Occupants are responsible for the expense of replacing or servicing water, sewer, electrical, cable or television connections, if required due to negligent or improper use by Occupant.

(e) To protect underground utilities, Occupants must check with Park management prior to digging any holes.

(f) Water: Please use water responsibly. Excessive use of water is not permitted, such as washing of streets, commercial vehicles, guest vehicles, or overnight watering of lawns (please hand water flower gardens and shrubs).

(g) Inspection and repairs: The Park may enter the Site during reasonable hours with at least 24 hours notice, or at any time during an emergency, to inspect with regard to compliance with these Rules and with the law, or to erect, use and maintain pipes and conduits in and through the Site, as

the Park may deem necessary or desirable, and to take all material onto the Site as may be required.

2. SITE AND ADDITIONS

(a) Use of Site: Both the Site and any decks must be used only for outdoor living, not storage. Specifically, outdoor furniture and barbeques are permitted; freezers, storage containers, and refuse of any kind must not be kept on the Site or decks.

(b) Additions: No structural additions may be made to the Site without the Park's prior written approval. This includes, but is not limited to, decks, storage sheds (whether built or purchased), stairs, and gazebos. The Park will require plans or photos, together with any required building permits or local authority approvals to be submitted, before approval will be considered.

3. GUESTS

The Occupant assumes full responsibility for his/her guests' conduct and behaviour, and will be held liable for any and all damages caused by him/herself, any guests or other persons permitted by the Occupant to enter the Park.

Persons under 18 are not allowed in the recreational or laundry areas without an accompanying adult.

4. GARBAGE

The Park does not provide garbage or recycling pickup from each site, but The Park does provide bear proof bins for residents to dispose of their own garbage. No burning of trash, leaves or other materials is allowed in the Park or on the Site. The Park participates in local recycling programs. Information on types of materials and pickup schedules is available at the Park office or posted. Due to animal attractant issues we do not permit composting. Any large items to be disposed of, such as mattresses, must be removed from the Park at the Occupants' expense.

5. PETS

(a) Breeds of animals that are considered to be vicious or are restricted by any bylaw or regulatory agency will not be permitted to be in the Park or on the Site under any circumstances. Exotic pets are not allowed in the park for the protection of all park residents. A maximum of 1 pet per site are permitted unless there is a prior agreement with Park Management

(b) Control and cleanup for pets: Authorized pets must be kept quiet and under control and must be kept on a leash at all times when outside the Occupant's home or the Occupant's fenced yard. It is the responsibility of the Occupant to clean up after his/her pet or guests' pet and to keep the pet off the sites of other Occupants. Pet owners are responsible for any and all damage done by their or their guests' pets to their Site, the Park's common property or the Site or property of other Occupants or their guests.

(c) Complaints: Pets that are noisy, unruly or who cause complaints must be removed from the Park upon receiving written notice from the Park to do so.

(d) Park buildings: Absolutely no pets are allowed in Park common buildings except certified guide animals.

- (e) Breeding of pets or keeping of livestock or poultry are not permitted.
- (f) Wild animals: Occupant agrees not to encourage or feed wild animals or birds in or near the Park. Failure to heed this guideline may incur fines from the BC Conservation Officer Service.

6. EXTENDED ABSENCES

For your property protection we encourage Occupants planning to be away on vacation or any absence in excess of 1 week:

- (a) notify Park Management of expected departure and return dates;
- (b) arrange for maintenance of their home site, and advise their neighbours;
- (c) provide emergency contact information to the Park.

7. VEHICLES

- o Speed limit in the Park is dead slow. Pedestrians and bicycles have the right of way.
- o Noisy vehicles, motorcycles, snowmobiles, hot rods or other disturbing conveyances are not allowed in the Park.
- o Only 1 licensed vehicle(s) shall be permitted per site. 1 additional vehicle/boat is included in the pad lease fee in our long term storage area
- o All vehicles in the Park or on the Site must be currently licensed and insured for use on public roads and be in operating condition.
- o Automobile and boat repairs, including servicing or oil changes are not allowed on home sites.
- o No parking is allowed on Park streets or on lawns at any time.
- o Recreational vehicles, boats, utility trailers, large trucks (over 3/4 ton) and commercial vehicles are not permitted in the park, except for delivery or service purposes.
- o Recreational vehicles and motor homes are permitted to be parked on or adjacent to Occupants' Sites for a maximum of 24 hours to allow for loading and unloading supplies.

8. GENERAL CONDUCT

- (a) The rights to privacy and peaceful living of all park residents must be respected by other Occupants at all times. The Park shall have the right to terminate this Agreement for repeated violations.
- (b) The Park maintains quiet hours from 10 pm to 7 am. All noise, in particular noise from entertainment equipment or machinery, must be curtailed during these hours so as not to disturb neighbours and must be limited to reasonable volumes at other times.
- (c) Loud and annoying parties or other gatherings are not allowed at any time, and Occupants are responsible for the conduct of their guests at all times.
- (d) Abusive or offensive language is prohibited in the Park.
- (e) No person is allowed to enter another Occupant's site without that Occupant's permission, except in an emergency.
- (f) No skateboarding or roller skating is permitted in the Park.

9. COMMERCIAL ENTERPRISES

(a) No selling, soliciting, peddling or commercial enterprises are allowed within the Park without first obtaining written consent from the Park. This is a requirement of the Regional District of Mt Waddington

(b) No signs or advertisements of any nature may be displayed by the Occupant within the site area or on any area of the Park without first obtaining written consent from the Park, and then only in areas designated by the Park. During a federal, provincial, regional, or municipal election, only candidate approved signs may be posted inside home windows.

10. VIOLATIONS OF PARK RULES, COMPLAINTS, SUGGESTIONS ETC.

Occupants' suggestions and input are welcome. Occupants are encouraged to discuss and resolve between themselves any violations of Park Rules. The majority of residents support these Rules and reasonable people will adhere to them for the common good. Should resolution not be achieved, complaints must be made in writing to the Park.

Any breach of these Park Rules may result in a warning letter, Arbitrator's Order to comply, or a Notice to End this License to Occupy Agreement

11. DRUGS

The growing, production, processing, or manufacture of cannabis or any other drugs anywhere on the site or in the Park is prohibited.

12. LIABILITY

The use of common areas by Occupants and their guests are entirely at their own risk. The Park is not responsible or liable for damage, injury, or loss by accident, theft, fire, or force of Nature to either the property or person of residents or their guests. The Occupant will be held liable for any and all damage caused by him/herself, guests or others, and that the Occupant assumes all such responsibility.

13. GENERAL

If any provision of these Park Rules is held invalid, illegal or unenforceable by a court or any other tribunal, that provision shall be deemed to be severed and have no further force and effect. All other provisions of these Park Rules shall remain in full force and effect. Situations, plans, or conditions not covered by these Park Rules should be discussed with the Park prior to making any decisions.

I have read and agree to the Park Rules:

Initials of Occupant: