

Sept. 28, 2011

**LAMBTON UNITED CHURCH CENTRE
SEASONAL CAMPERS CONTRACT
2012 LICENCE APPLICATION
6602 LAKESHORE ROAD
LAMBTON SHORES, ONTARIO
N0N 1J7**

THIS APPLICATION FOR A LICENCE TO CAMP ON A SEASONAL BASIS IN 2012 on the campsite indicated herein below on campgrounds operated by Lambton United Church Centre.

From Tuesday, May 1st, 2012 to Monday, October 15th, 2012

Campsite # _____

Name _____

Permanent Home Address _____

Mailing Address _____

Telephone (Home) _____ Cell _____

Email Address _____

Drivers Licence _____

Vehicle Licence Plate # _____

Emergency Contact

Name _____

Telephone _____

Names of Family Members using Campground

I/We have read and agree to the terms and conditions of this 2012 Seasonal Camping Licence and the Schedules attached hereto. I/We agree to abide by such terms and conditions and by the Campground rules, regulations and campsite standards. I/We understand that I/we assume all responsibility for the Campsite and the contents thereof, and for the actions of all persons I/we permit to enter or occupy the Campsite.

Camper Signature

Lambton Staff/Board Member

Sept 28, 2011

**LAMBTON UNITED CHURCH CENTRE
SEASONAL CAMPERS CONTRACT
2012 LICENCE APPLICATION
6602 LAKESHORE ROAD
LAMBTON SHORES, ONTARIO
N0N 1J7**

THIS APPLICATION FOR A LICENCE TO CAMP ON A SEASONAL BASIS IN 2012 on the campsite indicated herein below on campgrounds operated by Lambton United Church Centre.

From Tuesday, May 1st, 2012 to Monday, October 15th, 2012

1. The Applicant Camper hereby applies for a licence to use the above-noted Campsite (i.e. to occupy the campsite, and to store a trailer at the campsite) for the Camping Season. The Applicant Camper also applies for use of all common areas of the Campground for the above-indicated season on the terms and conditions listed below. This licence is personal and cannot be assigned or transferred.
2. For the purposes of this application/agreement, the term "*trailer*" is defined as a mobile unit of occupation and includes any additions, improvements and/or ancillary facilities such as a shed, deck, sunroom, and associated landscaping.
3. For the purposes of this application/agreement, the term "*guests*" shall include all eligible campers, visitors or other person attending at the Campsite and/or Campground at the Applicant Camper's invitation or with their permission.
4. The Applicant Camper agrees that the Campsite shall be used by the Applicant and all guests only for seasonal or temporary periods of time and for recreational vacation purposes. The Applicant Camper further agrees that he/she and all guests maintain a permanent residence elsewhere.
5. FEES – All fees and charges related to this application are due according to the "2012 Seasonal Rates and Payment Schedule" for services and facilities provided at the Campground, which is attached as **Schedule "1"** hereto. The terms and conditions respecting any refund requests are also set out in Schedule "1".
6. NOTICE – If the Applicant Camper has reason to give notice to the Campground, notice shall be sent to the following address: 6602 Lakeshore Road, Lambton Shores, Ontario N0N 1J7. If Lambton United Church Centre has reason to give notice to the Applicant Camper, Lambton United Church Centre will mail notice to the permanent home address as provided. Any change in address shall be the responsibility of the camper to notify the office. Any notification sent under the terms of this agreement is deemed to have been received five (5) working days after it was posted.
7. RULES – The Applicant Camper acknowledges receipt of and agrees to comply with Lambton United Church Centre's rules, regulations and campsite standards attached hereto as **Schedule "2"**, and hereafter referred to as "*the rules*". The rules may be modified from at the discretion of the Centre. The Applicant Camper agrees that Lambton United Church Centre's management and staff are responsible for the interpretation and enforcement of the rules. The Applicant Camper also agrees to abide by all applicable municipal, provincial or federal laws and regulations.
8. The Applicant Camper agrees to and promises to inform all guests of the Campground rules and agrees that he/she is responsible for ensuring that his/her guests comply with the rules.
9. MAINTENANCE – If the Applicant Camper neglects the campsite standard of maintenance and care of their Campsite as outlined in Schedule "2", they are subject to receiving oral/written warnings from the staff of Lambton United Church Centre.
10. If, after receipt of a written warning by Lambton United Church Centre, the Applicant Camper continues to neglect the campsite standard of maintenance and care, Lambton United Church Centre's staff may (but shall

not be required to) perform the work required to bring the Campsite up to standard at a rate of \$50.00 per hour per staff person. The Applicant Camper shall be responsible for payment of any work completed by Lambton United Church Centre.

11. The Applicant Camper agrees that Lambton United Church Centre and/or its staff or agents shall have access to the Campsite for the purposes of Campground maintenance, operations, servicing, development and security.

12. Any trees or shrubs planted on the Campsite become the property of The Lambton United Church Centre. They shall not be removed by anyone other than Lambton United Church Centre staff unless approval has been granted. The site must therefore be left with appropriate holes, brush and grass cleaned up.

13. The Applicant Camper shall not sell, transfer, lease, sublet or assign the Campsite or the trailer on the Campsite and/or their right to occupy the Campsite without the prior written consent of Lambton United Church Centre. Lambton United Church Centre has the right to withhold consent at its absolute discretion.

14. Lambton United Church Centre assumes no responsibility for any loss through fire, theft, collision or otherwise to trailers or vehicles or their contents, regardless of cause. The Applicant Camper agrees that the use of the Campground or its facilities is solely at the risk of the Applicant Camper and guests.

15. RELEASE – The Applicant Camper, eligible campers and guests, for themselves, their heirs, executors, administrators, successors and assigns HEREBY RELEASE, WAIVE AND FOREVER DISCHARGE The Lambton United Church Centre Campground, its 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 HOWEVER causes arising or to arise by reason of occupation of the Campsite and use of Lambton Centre 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 aforesaid. The Applicant Camper further undertakes on his/her own behalf and on behalf of the eligible campers and guests to indemnify all of the aforesaid 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 licence.

16. INSURANCE – The Applicant Camper states and agrees that he/she possesses insurance coverage for any type of damage to the trailer and vehicles and their contents at the Campsite.

17. CAMPGROUND OWNER'S RIGHTS – If the Applicant Camper fails to pay any fees or charges owing under the agreement, or if the Applicant Camper or his or her guests fail to adhere to the Campground rules or breach or default on any of the terms and conditions of this agreement, Lambton United Church Centre shall have the following rights at its option:

- a. Lambton United Church Centre may disapprove this application and/or any subsequent application(s); and/or
- b. in the event this application has been previously approved, the campground management may, on ten (10) days written notice, immediately terminate this agreement and revoke any licence granted under this application without refund, and re-enter upon the Campsite and repossess the Campsite; and/or
- c. any deposit held by Lambton United Church Centre shall, at the Campground's option, be forfeited as liquidated damages and not as a penalty; and/or
- d. Lambton United Church Centre may sue for any overdue fees and for charges or damages arising out of a breach or default of this agreement together with interest, legal costs and any other costs of any nature or kind which may be incurred in repossessing the site, removing property there from and collecting overdue payments or damages; and/or
- e. Lambton United Church Centre may bar the Applicant Camper, his/her immediate family, eligible campers or guests from :
 - i. staying past 6:00pm on any night of the aforementioned ten (10) days;
 - ii. using the common areas of the Campground property or attending or participating in any common activities as may be held in the Campground; and/or
- f. the Park Owner may exercise its removal and recovery rights under this agreement.

18. ABANDONED – The Campsite will be deemed abandoned when:

- a. by or before 4:00pm on May 1, 2012, the Applicant Camper has not completed the 2012 Seasonal Camping Licence, received approval of such application by the Lambton United Church Camp, **and** complied fully with the 2012 Fee and Payment Schedule; **or**

- b. by or before 4:00pm on October 15, 2012, the Applicant Camper has not fulfilled the contract payments or requirements, received approval of such application by the Lambton United Church Camp, **and** paid the associated fee; **or**
- c. at any time, this agreement is terminated and the licence granted hereby revoked for any reason.

19. REPAIR and STORAGE LIENS ACT – In the event the Campsite is deemed abandoned under the terms of this agreement, the Applicant acknowledges and agrees that:

- a. each trailer, vehicle and other goods or property of the Applicant Camper remaining on the Campsite or located elsewhere in the Campground 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 Lambton United Church Centre shall be deemed to be a “storer” and a “lien claimant” under the Act with respect to same; and
- b. each trailer, vehicle and other goods or property of the Applicant remaining on the Campsite or located elsewhere in the Campground may be removed by Lambton United Church Centre to whatever location Lambton United Church Centre deems appropriate, and Lambton United Church Centre in such removal and storage shall not be liable for any loss or damage thereby occasioned; and
- c. the Applicant Camper shall be responsible for any and all storage costs and moving costs incurred, together with any outstanding fees or charges or any other monies due under this agreement; and
- d. Lambton United Church Centre may recover such costs, fees, charges or other monies owing in accordance with the provisions of the Act.

20. A waiver of any one or more of the terms or conditions herein contained shall not be deemed to be a waiver of any of the other terms and conditions.

21. By his/her signing of this 2012 Seasonal Camping Licence, the Applicant Camper hereby represents and warrants that he/she has the authority to sign on behalf of eligible campers, guests or other persons attending at the Campsite from time to time.

22. When this 2012 Seasonal Camping Licence is completed and signed by the Applicant and thereafter is approved and executed at the discretion of Lambton United Church Centre, the application becomes an agreement in support of a licence to occupy the above noted Campsite.

23. This agreement and licence granted hereby, including the schedules hereto shall constitute the entire arrangement between the parties and the agreement does not include any verbal representations or warranties.

24. This agreement and any licence granted hereby shall be binding upon the heirs, executors, administrators, successors and assigns of the parties hereto.

September 28, 2011

SCHEDULE 2

**LAMBTON UNITED CHURCH CENTRE
SEASONAL CAMPERS CONTRACT
2012 LICENCE APPLICATION
6602 LAKESHORE ROAD
LAMBTON SHORES, ONTARIO
N0N 1J7**

THIS APPLICATION FOR A LICENCE TO CAMP ON A SEASONAL BASIS IN 2012 on the campsite indicated herein below on campgrounds operated by Lambton United Church Centre.

From Tuesday, May 1st, 2012 to Monday, October 15th, 2012

"The purpose of the Lambton United Church Centre is to utilize the unique natural setting, to promote a newer and deeper understanding of God, to provide opportunities to live in a Christian community and to stimulate personal growth in a Christian way."

These rules, regulations and standards were developed to maintain a level of safety and consistency at Lambton United Church Centre Campground. All campground users are responsible for adhering to all rules and regulations. A signed contract gives staff, Board Members or agents the right to act according to violations.

1. Alcoholic beverages are not permitted in Lambton United Church Centre.
2. Seasonal rent is valid only for one family.
3. The "Main Camp" area located around the camp office and the Farm House is reserved for the Children's Camp and for rental groups. We ask that campground residents respect the privacy of this space and the clients and staff using these facilities. The pool washrooms are only to be used during specified campground pool times and the soccer field and basketball court are reserved for summer camp and rental group use.
4. Trailers are not to be occupied by individuals other than immediate family without first notifying the Office. Only one trailer per site is allowed. One overnight tent for visitors other than a dining tent is allowed at \$15.00 per night plus 13% HST. (Max. 4 persons). For emergency purposes, overnight visitors, whether tenting or staying in the seasonal unit, must be registered in the office.
5. A parent or guardian must assume full responsibility and supervision of their child/ children on Lambton United Church Centre *property (especially nature trails, beach, and pool area)*. **Children under the age of 12 must be accompanied by an adult in the pool area. Lambton United Church Centre is not responsible for the supervision of children anywhere in the campground or in other parts of the property. Vandals at Lambton United Church Camp will be prosecuted. Personal misconduct can result in a family being removed from the campground.**
6. The Lambton United Church Centre pool is for the enjoyment of all campers. The by-laws of Lambton Shores clearly state that a certified lifeguard must be present during pool hours, therefore, there will be no open, "Use at your own Risk", unsupervised pool hours.

All pool hours will be scheduled and posted. The Summer Camp Programme will have the first priority when the scheduling is arranged. Seasonal Campers will be provided weekend pool hours throughout the summer. Weekday swimming hours will be based on two criteria:

1. The availability of a certified lifeguard.
2. Operational costs including staffing, pool maintenance and usage.

These rules, regulations and standards were developed to maintain a responsible level of safety and consistency at the Lambton United Church Centre Campground. All campground users must become familiar with the outlined rules and regulations. Adherence to these outlined rules and regulations is the responsibility of the camper. A signed contract gives the Lambton United Church Centre staff, Board Members or their agents the right to act accordingly to violations.

7. Garbage: please recycle when possible using recycling bins provided. All other garbage must be in a sealed bag and placed in the dumpster. Furniture, mattresses, patio sets and other large items are not permitted in the dumpster. Campers are responsible for removal of oversize items from the campground.

8. It is forbidden to damage, cut, or harm trees, wildlife and flowers. Before making any environmental changes, e.g. garden plots, cutting brush etc., written permission must be obtained from Lambton United Church Centre.

9. ALL CAMPERS ARE RESPONSIBLE FOR THEIR PETS. Pets must be tethered and under control. A maximum of two pets is allowed per campsite. Leash must not exceed 6 feet. **Pets are not to be left alone while in the campground.** Children walking pets must be in control of the animal. Owners who permit pets to continually disturb other campers by noise or running free will be requested to leave their pets at home. All pet droppings must be picked up by pet owners. Pets are not allowed on the beach or in the lake and any type of pen or enclosure is prohibited.

10. Grey water MUST be collected either in a "honey wagon" or appropriate container and hose attachment for disposal in the dump station. No dumping from Noon to 1 p.m. and 5 p.m. to 7 p.m. Area must be rinsed down when finished. All holding tanks must contain chemicals.

11. The speed limit on the roads of Lambton United Church Centre will be enforced. Warnings will be issued to campers who ignore the speed limit on the property. Continued disregard for the posted speed limits will result in removal from the campground.

12. No excessive noise at anytime. Please respect our quiet hours from 11:00 p.m. to 8:00 a.m.

13. Written permission must be obtained from Lambton United Church Centre before any structure (i.e. decks, sheds, deck enclosures, etc.) is placed upon a lot in the seasonal campground. Trailers are not to exceed 40 feet in length. Decks must be no longer than the body length of the trailer and no wider than 8 feet and no higher than 8 feet. Sheds are not to exceed 48 square feet. Any deliveries of building materials to sites that have not received prior written permission for new structures will be denied. All structures must be removed when departing the camp on a permanent basis. Any remaining structures will become the property of Lambton United Church Centre.

14. Only two cars are allowed on a trailer park lot at one time. Visitors may drive to the site, unload and then park their vehicle in the Visitors' Parking area next to the dumpster. Parking on empty lots or on green space is prohibited.

15. Seasonal lot holders are responsible for cutting their own grass (preferably not on Sunday). Arrangements can be made through the office to have your grass cut for a fee of \$160.00 plus 13% HST per season, or \$18.00 plus 13% HST per cutting. Should lots become unkempt, with no previous arrangements made for grass cutting, Lambton United Church Centre staff will cut the grass and the lot holder will be charged. It is expected that campground residents cut their grass weekly.

16. Fire rings must not be moved. Fires are permitted in designated areas only and must be contained within the designated fire pit. Flame cannot exceed 3 feet in height.

17. Lambton United Church Centre requests that each camper be responsible in restraining from excessive use of water on a site. Grass watering, ponds and fountains are prohibited.

18. Outdoor electrical lights are limited to 24 bulbs and turned off at night and when not on site. Solar lights are highly recommended. Lambton United Church Centre has the right to unplug any lights unattended to keep our

costs down.

19. Trailers must be close to their original manufactured state as possible.

20. If you sell your trailer, your lot is not automatically transferable. Sites are by waiting lists. Please inform Lambton United Church Camp of your interest in a lot, and you will be contacted should it become available.

21. It is Lambton United Church Centre's discretion if any trailer may remain on the same lot when sold.

22. The storage of boats and/or utility trailers on campsites is prohibited.

23. No vehicles are allowed without a valid licence plate, and insurance. **All drivers must have a valid driver's licence.** No off-road vehicles are allowed. Campers are asked to drive with extreme caution while on the property especially in areas where children are at play. **Underage drivers are NOT allowed to drive on the property. Young children are NOT allowed to be on parents/grandparents laps driving.**

24. Golf carts/scooters are allowed with the permission of Lambton United Church Camp and are subject to the following:

- a. Golf cart/scooters drivers must have a valid driver's licence and must follow the rules of the road;
- b. Golf carts/scooters may only be operated on park roadways. Golf carts/scooters are prohibited from walking trails, fields and woodlots;
- c. The number of occupants riding on a golf cart/scooter cannot exceed the manufacturer's designated seating capacity;
- d. A person cannot occupy a trailer or device being towed by a golf cart/scooter; and
- e. Only individuals who are physically challenged will be permitted to use a scooter.

25. Telephone Rule: Notification of message(s) will be posted on the message notice board in the office window. Personal notification will be delivered to campers only in cases of extreme emergencies. Incoming phone calls are to be made to the office and not directed to staff homes.

26. All Campers are responsible for keeping a clear path for the honey wagon to safely get to each barrel. Picnic tables, dining tents, flowers etc. must be positioned away from this path as Lambton United Church Centre staff will not be responsible for moving structures. If staff are unable to safely reach the barrel the pump out will not be given until the pathway is clear. The Seasonal Camper will be notified by Lambton United Church Centre staff.

7. Campers requiring decks, trailers, sheds, etc. to be moved by Lambton United Church Centre staff or volunteers will be charged minimum of \$50.00 per hour plus HST depending on size of job and manpower.

28. Additional appliances, electric golf carts/scooters etc. will have an additional fee of \$75.00 plus HST per season to cover the cost of extra hydro. Lambton United Church Centre staff, Board Members or agents will have the right to inspect sites for these items and charge appropriately.

PROHIBITED:

- Motorcycle owners who are registered may drive their motorcycle in the park to their designated campsite only.**
- **Any other use of a motorcycle, mini bike or motorized trail bike is not permitted in the campground.**
- **Driving or parking on the beach is not permitted.**
- **Firearms, pellet, air guns, slingshots, bows and arrows or shooting of any kind is not permitted in the campground.**
- **Bicycle riding is restricted to the roadways in the campground.**
- **Bicycle riding is not permitted in Gates Hall or around the playground area.**
- **Children under the age of 16 are highly encouraged to ride their bike on camp property with an approved safety helmet and no one is permitted to ride a bike in the campground past dusk.**
- Fireworks, firecrackers, etc. are not permitted without the written consent of Campground Management.**

Lambton United Church Centre reserves the right to cancel the camping privileges of individuals and families who fail to comply with the above regulations and the terms of the License of Occupation.