

RECREATIONAL VEHICLE WINTER STORAGE AGREEMENT

BETWEEN:

Egans Campground Inc.

Located at: 4159 Simcoe County Road 50, Loretto, Ontario L0G 1L0

- AND -

Full Name - hereinafter "APPLICANT 1"

First Name

Last Name

Full Name: hereinafter "APPLICANT 2"

First Name

Last Name

Site Number: _____

Please fill in Permanent Home Address of Applicant:

Street Address: _____

City: _____ **Province:** _____ **Postal Code:** _____

Phone Number: _____ **Email:** _____

RV Information: Year/Make/Model: _____ **Licence Plate/ VIN:** _____

Insurance Company: _____

Policy Number/Expiry Date: _____

- By checking this box, I affirm that the address on my driver's licence is the same as my permanent address listed. ***
- Winter storage fees will be deducted off 2024 season invoice for campers who are paid in full on or before April 1, 2024.**

TERMS AND CONDITION

For the purpose of this application and agreement resulting therefrom, "RV" is defined as the Recreational Vehicle on the CAMPSITE and includes any additions, improvements and/or ancillary facilities such as a shed, deck, hard roof system and associated landscaping. Any additional motorized vehicles will not be permitted to remain on the CAMPSITE during the closed season, unless prior arrangements are made with the CAMPGROUND. Additional fees apply.

This Agreement is intended for use by Members of Camping In Ontario/OPCA. Any other use is prohibited.

1. THE APPLICANT hereby applies for permission to store the above listed Recreational Vehicle ("RV") on the CAMPSITE indicated above during the **CLOSED SEASON** (October 9, 2023 to March 31, 2024) for the consideration of five hundred dollars **\$500.00 PLUS APPLICABLE TAXES**. Payment must be made on or before **October 1, 2023**, payable to Egans Campground Inc.

2. THE APPLICANT IS AWARE THAT THE CAMPGROUND DOES NOT INSURE AND WILL ACCEPT NO LIABILITY FOR LOSS OR DAMAGE TO THE APPLICANT'S PROPERTY OR RV. THE CAMPGROUND REQUIRES THAT THE APPLICANT OBTAIN INSURANCE COVERAGE FOR ALL PROPERTY AND RV TO BE STORED AT THE CAMPGROUND. A COPY OF THIS INSURANCE MUST BE PROVIDED AT THE TIME OF APPLICATION.

3. The CAMPSITE assigned to the APPLICANT shall be used for storing the RV in accordance with the APPLICANT's obligations. The APPLICANT shall not at any time use the CAMPSITE for overnight accommodation.

4. The APPLICANT may request access to his or her RV during the CAMPGROUND'S closed season, by appointment only. The CAMPGROUND does not guarantee access will be granted. The CAMPGROUND will not be responsible for maintaining the PREMISES and CAMPSITE during the closed season. If access is granted, access to the RV and CAMPSITE may be by foot only, unless prior arrangements are made with the CAMPGROUND. Only the APPLICANTS listed in this agreement will have access to the CAMPSITE and the RV.

5. The CAMPGROUND reserves the right to revoke its permission to store the RV at anytime without notice.

6. The APPLICANT acknowledges and agrees that the RV, vehicle and other goods or property of the APPLICANT occupying the CAMPSITE or located elsewhere in the Campground is an "article" as defined by the *Repair and Storage Liens Act* of Ontario and the CAMPGROUND is a "storer" under such Act with respect to same.

7. The CAMPSITE and RV will be deemed abandoned when:

- a) by or before 12 NOON on October 9, 2023, the APPLICANT has not completed this application for Winter Storage, received approval of such application by the CAMPGROUND, **and** paid the associated fee; or,
- b) this agreement is terminated and the permission to store granted hereby revoked and within 15 days of same the RV is not removed from the CAMPSITE and CAMPGROUND.

8. In the event the CAMPSITE is deemed abandoned under the terms of this agreement, the APPLICANT acknowledges and agrees that:

- a) the RV, vehicle and other goods or property of the APPLICANT remaining in the RV, on the CAMPSITE, or located elsewhere in the Campground may be removed by the CAMPGROUND to whatever location is deemed appropriate, and in such removal and storage the CAMPGROUND shall not be liable for any loss or damage thereby occasioned;
- b) the APPLICANT 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

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agreement; and

c) the CAMPGROUND may recover such costs, fees, charges or other monies owing in accordance with the provisions of the *Repair and Storage Liens Act* of Ontario.

9. 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 of this other than those specifically waived and in no event shall any waiver be deemed to be a continuing waiver.

10. The APPLICANT agrees to abide by all applicable municipal, provincial or federal laws and regulations.

11. This agreement and any permission granted hereby shall constitute the entire arrangement between the parties. There is no representation, warranty, condition or collateral agreement affecting this document other than as expressed herein in writing. This agreement and any permission granted hereby shall be read with all changes of gender and number required by the text.

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

APPLICANT

I/We have read and agree to the terms and conditions of this Winter Storage Agreement. 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 permit to enter or occupy the CAMPSITE.

Applicant 1: _____ **Date** _____ (MM/DD/YYYY)

- By checking this box, I am consenting to the use of my electronic signature in lieu of an original signature on paper. I have the right to request to sign a paper copy. By signing below, I am waiving that right. After consent, I may, upon written request to the CAMPGROUND, obtain a paper copy of an electronic record. No fee will be charged for the copy and no special hardware or software will be required to view it ***

Applicant 2: _____ **Date** _____ (MM/DD/YYYY)

- By checking this box, I am consenting to the use of my electronic signature in lieu of an original signature on paper. I have the right to request to sign a paper copy. By signing below, I am waiving that right. After consent, I may, upon written request to the CAMPGROUND, obtain a paper copy of an electronic record. No fee will be charged for the copy and no special hardware or software will be required to view it ***

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