

WAKAW LAKE REGIONAL PARK CAMPSITE REGULATIONS

Seasonal Campsite License Regulations – Effective October 2010 (Updated 2020) Seasonal Campsite License Signing Policy

A. The Licensee

- The Licensee may not be a Company or a Trust.
- The Licensee must be of legal age – 18 or older.
- A Licensee may not be named on more than one license.
- A named Licensee may not remain on the Wait List for a non-assignable campsite.
- A Licensee must be a named individual or named jointly as a married or common law couple. (i.e. the license can not be held jointly with someone who is not a spouse, such as a child or a sibling. Joint Licensees must have common legal property rights and responsibilities.)

B. Adding a Joint Licensee to the License and to a Certificate of Assignment.

- A Licensee who is a named individual may add their married or common law spouse by completion of a witnessed declaration.
- Upon proof of death of a named individual Licensee, the license may continue in the name of a spouse that was not named on the License by completion of an affidavit. Addition of a spouse to the license and Certificate of Assignment is not deemed to be assignment of the campsite - no fee payment is required for addition of a spouse.

C. Deleting a Joint Licensee

- A divorced or separated couple, who are named Licensees, may designate continuance of the license and certificate of Assignment in one of their names only, by completion of a witnessed declaration - requiring both signatures.
- Upon proof of death of a joint Licensee, the license and Certificate of Assignment may continue in the name of the other named Licensee only. Deletion of a joint Licensee is not deemed assignment of the campsite - no fee payment is required for deletion of a named joint Licensee from the license or Certificate of Assignment.

Use of Campsite

A. Use by Licensee

The named Licensee(s) are the exclusive occupants of the site. They may have guests but may not rent or loan the site for others to use. Apparent use by others is grounds for termination of the license.

B. Summer use

The campground is designated as a Summer Recreation Vehicle Park for a period of five months from May 1 to September 30 of each year and as a recreational vehicle storage site for the seven-month period from 1 October to 30 April of the next year.

C. Camping Unit

The Licensee shall use the campsite as summer accommodation for himself, his family and visitors with his consent. The Licensee shall be allowed to place upon the campsite, for accommodation purposes, a single camping unit that is a tent, tent-trailer, truck camper, cabin trailer, or a motor home. The Licensee shall not place on the campsite any mobile home. The Licensee agrees that the use and care by him of the camping unit, placed by him upon the campsite, shall comply with The Tourist Accommodation Regulations and The Public Health Act, and amendments thereto.

Use of Campsite (continued)

C. Site Development

By authority of articles 57 to 67 of the Regional Park Bylaws, a *Site Development Permit* is required for all changes to the site or the installation of structures on the campsite.

(a) Changes to a site include the addition of dirt fill, sand, gravel, crushed rock, fire pits, and the cutting and removal of brush or trees. Any dirt, sand, gravel, crushed rock or fire pits become the property of the Regional Park and may not be removed. Changes to an electrical panel, pedestal or plug post can only be done by the Regional Park.

(b) Structures include sheds or shelters, decks, deck covers and fences. The pouring of concrete is not allowed. Structures are the personal property of the Licensee, but must comply with standards. Structures must be removed from the campsite on termination of the license if the Regional Park demands removal. Amendment: 12 January 2011 - Structures include an RV camping unit or Park model unit.

License Term

(a) The license is continuous and does not require yearly renewal by the Licensee.

(b) The campsite license commencement date is on or before 1 November in any year

(c) The license is not transferable to anyone.

[The campsite may be deemed assignable by use of a Certificate of Assignment issued by the Regional Park. Following assignment of a campsite, a new license will be issued to the new Licensee, with a commencement date of the new license as declared by the new Licensee. A new Certificate of Assignment may be purchased by the new Licensee.]

Termination of License

A. Campsite License article **4. Termination of License, 4.2**, *The License shall also terminate on the occurrence of the circumstances or events specified in the Regulations.*

The license will terminate by authority of the article 4.2 on any of the following events:

(a) October 31 of any year following written notice delivered by the Licensee to the Regional Park.

(b) When a campsite is assigned, the license for use of the campsite is terminated and a new license will be issued to a new Licensee.

(c) At the expiration of the written notice to the Licensee if the Licensee fails to remain in actual personal occupancy of the campsite or attempts to sublet the campsite. Any attempt at renting the campsite is a breach of the regulations for which the Regional Park can immediately terminate the license. A change in the apparent use of the campsite, at the sole discretion of the Regional Park is grounds for terminating the license.

(d) At the expiration of written notice for breach of conditions or the requirement for an approved Site Development Permit.

B. Campsite license article **7.1 (f)** *The Licensee shall do nothing on the Campsite or the Property which shall be or result in a nuisance.*

Pursuant to *The Regional Parks Act, 1979*, Regional Parks have created bylaws with respect to park operations in the following categories: Park Entry; Facility Use Permit; Camping Permits; Rules of Camping; Length of Stay; Conduct of Persons; Vehicles and Traffic; Domestic Animals; Swimming and Fishing; Boats and Boating; Buildings and Structures; Leases; Firearms; Business Operations; and General Prohibitions.

(a) The Regional Park may terminate the license for breach of or failure to perform or observe any of the Regional Park Bylaws, following the due process that is stated in Campsite License article **4. Termination of License, 4.1 (b)**. *where such breach or failure shall continue for fifteen (15) days after delivery by the Regional Park of notice specifying such breach or failure;*

Payment of Fees

(a) All campsite fees are payable on an annual basis for the period 1 November to 31 October of the following calendar year.

(b) The Regional Park will invoice the Licensee for one half (1/2) of the license fee during November of every year.

(c) The Regional Park will invoice the Licensee for the balance of the license fee and all other additional fees during March of the following calendar year.

[Additional fees currently are the Fire Protection fee set by the R.M. of Hoodoo; and the Additional Shed fee for any second or third shed on a campsite that is larger than 20 square feet. Discounts for small campsites and discounts for non assignable campsites will be applied with the March invoice.]

(d) Any invoiced fees payable by the Licensee are due on the date designated on the invoice. If fees are not paid on the due date a grace period of 30 days will be allowed, and a statement will be mailed to the Licensee. If fees are not paid at the end of the grace period, an invoice will be issued for a 10% penalty on all past due fees, and notice will be issued stating the date of termination of the license for default in payment of fees.

(e) Premiums for a Certificate of Assignment will be invoiced as required.

(f) The charge for power consumption will be invoiced after October 1st each year

Insurance

(a) All Licensees are required to carry secondary/seasonal liability coverage, in the amount of **\$1,000,000** on the campsite for which they hold a Campsite License. This coverage would **insure against losses in which the Licensee would be legally liable for losses caused to others.**

[Secondary/seasonal liability insurance coverage can be obtained through existing Agro Pak or Home Pak policies for a nominal amount. Personal liability insurance, or residence liability insurance, or Auto Pak insurance does not provide coverage for the campsite. The secondary/seasonal insurance must specify the campsite number in the Regional Park.]

(b) The Licensee is required to provide proof of this secondary/seasonal liability insurance on an annual basis, with payment of the License Fees.

Assignment of Campsite

[Back ground. A license for use of a campsite and the right to assign a campsite are not commodities that are sold or transferred by Campers. The Park Authority is the agency that is licensing the use of a campsite and is certifying the right to have the campsite assignable. The main reasons for campsite assignment are:

- Assignment allows a campsite to be obtained by another individual; without having to be on a wait list for non-assignable campsites. The Regional Park is only accepting applications to the Wait List for non-assignable campsites from campers who have rented a campsite for three or more months in the previous two years and can only stay on the wait list if they maintain a similar renting pattern. Effective January 1, 2020 no new names will be added until further notice.

- Assignment gives the existing Camper some control on who is able to take over the site after they vacate.

- Assignment allows recovery of costs that the Licensee may have spent for items covered by a Site Development Permit. The Park is not involved in the process of selling the personal property of the Camper and has no interest in a portion of that sale.

Certificate of Assignment and Assignment premium.

The Regional Park Authority will charge a premium fee for the right of assignment of a campsite. The assignment fee is for the purchase of a Certificate of Assignment 'A' which provides the right of assignment by a new Licensee. The Certificate of Assignment 'A' is purchased when a new Campsite License is issued and the new Licensee wishes to retain the right to assign the campsite. The fee is \$10,000 for any party except for assignment to a child of the current license holder where the fee is \$2,500. If the new Licensee does not choose to pay the fee, the campsite will become non-assignable. There are no administrative fees for issuing a Campsite License or a Certificate of Assignment.

A. The signed certificate will be used to provide the written consent on the part of the Regional Park that is required by the Campsite License article 5.1.

There are two types of certificate:

1. A *Certificate of Assignment 'A'* allows assignment of the campsite to a third party who fulfills the criteria of the **Seasonal Campsite License Signing Policy**.

This certificate corresponds to the previous 'grand fathered' lease practice.

A Certificate of Assignment 'A' was granted free of charge to all previous holders of 'grand fathered' leases, upon completion of a signed Campsite License, with a commencement date of 1 November 2010. As a one-time offer this certificate could be purchased by previous holder of a non-grand-fathered lease who chose to purchase prior to signing the Campsite License with a commencement date of 1 November 2010. Non-assignable campsites are no longer eligible for purchase of a Certificate of Assignment 'A'.

2. A *Certificate of Assignment 'N'*, allows assignment of the campsite only to an individual Son or Daughter of Licensee who does not have the right of assignment to a third party.

[This partial assignment right applies to any Holder of a non-assignable campsite license.. Assignment to a Son or Daughter was not possible with the previous non-assignable lease. A Certificate of Assignment 'N' may be purchased at any time, but this would not normally occur until the decision is made by the Licensee to assign the campsite to their Son or Daughter. The Son or Daughter must fulfill the criteria of the **Seasonal Campsite License Signing Policy**. A Licensee cannot assign a campsite to more than one of their children because they do not meet the criteria for joint Licensees to be a married or common law couple.]

B. Certificates of Assignment are not transferable. After a campsite is assigned, a new license agreement and a new certificate will be issued. The new Licensee may continue the same right of assignment as the previous Licensee only after payment of the applicable premium fee.

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Assignment of Campsite (continued)

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Assignment Options

Specific details of assignment options are as follows:

- A. Assignment of a campsite to a third party that continues the right of assignment to a third party. A Licensee with a Certificate of Assignment ‘A’, which allows assignment to a third party may assign the campsite to an individual or couple of their choice that fulfills the criteria of the **Seasonal Campsite License Signing Policy**. To execute this option a notice of assignment must be provided in writing to the Regional Park by the Licensee who is assigning the campsite and the new Licensee must provide a written affidavit that they have read and understand the conditions of the license and the Regional park regulations. The new Licensee will be required to pay the applicable premium fee to retain the right of assignment to a third party – through purchase of a *Certificate of Assignment ‘A’*.
- B. Waive the right of assignment of a campsite for which the Certificate of Assignment ‘A’ allows the right of assignment to a third party. A new Licensee may waive the right of future assignment to a third party by the act of not purchasing a new Certificate of Assignment ‘A’ in their name. To execute this option a notice of assignment must be provided in writing by the Licensee who is assigning the campsite and the new Licensee must provide a written affidavit that they have read and understand the conditions of the Campsite License and the Regional Park Regulations. There is no premium fee charged if the new Licensee chooses not to purchase a Certificate of Assignment ‘A’ The new Licensee may purchase a Certificate of Assignment ‘N’ at their option and will have the benefit of a discount to their license fee.
- C. Assignment to a Son or Daughter.
- (a) There is a lower premium fee to issue a new Certificate of Assignment ‘A’ to Son or Daughter of the assigning Licensee than to a third party. The Regional Park will require proof of the relationship when assigning a camp site to a Son or Daughter.
- (b) Assignment of a campsite to a Son or Daughter that continues the right of assignment to a third party. A Licensee with a Certificate of Assignment ‘A’ which allows assignment to a third party may assign the campsite to their individual Son or Daughter. The new Licensee will be required to pay a reduced premium fee (\$2,500) to retain the right of assignment to a third party – through purchase of a Certificate of Assignment ‘A’.
- (c) Assignment of a campsite to a Son or Daughter that does not have the right of assignment to a third party. A Licensee with a campsite which does not allow assignment to a third party may only assign the campsite to their individual Son or Daughter. The Licensee will be required to pay the applicable fee (\$2,500) for the purchase of a Certificate of Assignment ‘N’ prior to the Regional Park issuing a Campsite License in the name of the Son or Daughter. The new Licensee does not have the right to assign the campsite to a third party but may purchase a Certificate of Assignment ‘N’ in order to assign the campsite to their individual Son or Daughter in turn.

Notice of Termination of License and Assignment (Eviction)

- Notice of pending termination of the Campsite License suspends all rights of assignment until the cause of termination is settled. Execution of termination of the Campsite License terminates any rights of assignment of the campsite.