



**CATFISH CREEK CONSERVATION AUTHORITY
SPRINGWATER CONSERVATION AREA**



2016 SEASONAL CAMPING AGREEMENT

The Catfish Creek Conservation Authority (CCCA) agrees to lease site _____,
within the Springwater Conservation Area to _____
whose mailing address is: _____
Contact Number: _____ E-mail: _____

****it is the responsibility of the camper to notify Administration if this contact information changes within 30 days****

for the 2016 Seasonal Camping period (Friday, May 6, 2016 to Monday, October 10, 2016) according to the terms and conditions indicated below.

A : TERMS AND CONDITIONS:

1. The Licensee covenants with the CCCA as follows:

- a) The trailer owner will be solely responsible for the insurance and associated costs covering any type of damage whatsoever incurred to their unit or appurtenances.
- b) The owner agrees to save harmless the CCCA, its servants and agents against all loss, damage and expense attributable to or connected with the exercise by or on behalf of the Licensee of the permission hereby granted, no matter how caused and notwithstanding any negligence on the part of the CCCA or its servants.
- c) The registered occupant/co-occupant must occupy the campsite and register all overnight campers. The seasonal camper must not attempt to sell, transfer, lease, or sublet the campsite to another person.
- d) To pay Fees consistent with the CCCA Fee Schedule.
- e) To comply with all provisions of the Conservation Authorities Act, Conservation Area Regulations, and any amendments thereto, and any regulations, policies, and amendments in force from time to time, and all rules and regulations pertaining to CCCA properties. The CCCA will provide the Licensee with a copy of the Rules and Regulations.
- f) To be responsible for the effective control of any and all persons in circumstances connected with this license, including visitors.
- g) To remove all items from the noted campsite, other than those approved for storage by the Conservation Areas Supervisor in written agreement, at the end of its licence term.
- h) To abide by all rules and regulations with respect to any provincial, municipal, or federal acts relating thereto.

2. That, in the case the Licensee shall:

- a) Fail or refuse to comply with the orders or request of the Conservation Areas Supervisor, or
- b) Permit any conduct or act that fails to comply with acts, policies, and regulations of this Conservation Authority, or
- c) Fail to make payment of fees and all other monies in accordance with the terms,

** Then this licence may be cancelled immediately by the CCCA without prejudice. In the case where the CCCA terminates this licence, NO REFUND will be issued to the Licensee.

B : SITE DEPOSIT & SITE FEES:

- A minimum deposit of \$50.00 is due on January 15th, to reserve a seasonal site for the upcoming season or the site will be assigned to another party (if requested). The site deposit will be deducted from the total seasonal fee when paid.
- The balance of the seasonal camping fee is due on the seasonal camping opening date (Friday of Mother's Day weekend).
- If the seasonal camper cannot meet the existing fee payment schedule:
 - A \$50.00 admin fee will be applied to the seasonal camper's account
 - The seasonal camper must make a minimum payment of one month retail serviced camping by Mother's Day Weekend.
 - * If the minimum 1 month retail serviced camping is not paid by the Victoria Day Long Weekend, eviction / abandonment procedures will be initiated
 - ** If the minimum 1 month retail serviced camping has been paid, but less than the full seasonal fee has been paid by June 15th, the camper will no longer be considered "Seasonal" and will be charged the retail camping rate.

C : WARNINGS / CHARGES / EVICTIONS:

It is conceivable that a person using the Springwater Conservation Area could receive up to three warning notices before they are officially evicted. Written warning notices will be kept on file for transfer from year to year. Warning records will be cleared after five (5) years consecutive years of no new warnings being received from the date of the last written notice issues.

The **first warning notice** is considered as issued when each patron who enters the Conservation Area is given a copy of the Conservation Area Rules and Regulations as part of an overall information package.

The **second warning notice** will be issued as a written notice indicating the infraction and the date the infraction occurred. This notice will be prepared, signed, and delivered in person by the Conservation Areas Supervisor.

The **final warning notice** will serve as an eviction notice. The final warning notice to a seasonal camper will be signed by the General Manager / Secretary-Treasurer and delivered in person by the Conservation Areas Supervisor.

All eviction notices are final and are not appealable to the Board of Directors of the Catfish Creek Conservation Authority.

D : CAMPSITE ABANDONMENT:

A campsite will be deemed abandoned when a seasonal camper does not:

Complete the Seasonal Camping Agreement form and pay the associated fees in accordance with the Policies as set out in Section B "Site Deposit and Site Fees" above. If deemed abandoned, the trailer and all site contents will be towed at the trailer owner's expense to a compound where it will be held for 90 days. If not claimed by the owner and / or the outstanding balance is not paid within the 90 day period, the trailer and contents will be liquidated to cover its costs including unpaid fees and staff time. Any unpaid accounts will be forwarded to a collection agency.

E : SITE OCCUPATION:

OCCUPANT (last name, first name)	SPOUSE/PARTNER (last name, first name)	Children *only list those children presently residing in the Occupant's primary residence	

If another party is sharing payment of the Seasonal Campsite, list them as a Co-Occupant...

CO-OCCUPANT (last name, first name)	SPOUSE/PARTNER (last name, first name)	Children *only list those children presently residing in the Occupant's primary residence	

I, the undersigned, hereby agree to comply to all the provisions, terms and conditions stated above, signed this _____ day of _____, 2016

Signature of Owner/Occupant

Per: Ed Pietrzak, Conservation Areas Supervisor
Catfish Creek Conservation Authority

Agreement Administered & Season Passes Issued By:

Springwater Conservation Area Staff

Date