

## **Toronto and Region Conservation Authority**

# ALBION HILLS CONSERVATION AREA OR INDIAN LINE CAMPGROUND SEASONAL CAMPER LICENSE OF OCCUPATION FOR SEASONAL CAMPING

Effective from,	2023	_to <u>,</u> _	October 29, 2023 ("Term")
THIS AGREEMENT IS FOR LICENSE OF OCCUINDING INDICATED BEIOW (Albion Hills Conservation Apperated by Toronto and Region Conservation Customer.  CUSTOMER FORM:	Area or I	ndian	Line Campground), owned and
1. Campground Location:			
☐ Albion Hills Conservation Area		[	Indian Line Campground
2. Customer Information			
Customer Name:			
Name of the Occupant	Re	elation	ship to the Customer
1.			
2.			
3.			
4.			
5.			
<ul><li>4. Seasonal Camping Fee:</li><li>Deposit Paid \$</li><li>Amount Paid \$</li></ul>		Refere	ence Number(s):
Amount i did 7			

Reminder: Completed Winter Storage Contract and payment are required prior to end of season or departure date, whichever occurs first.

#### TERMS AND CONDITIONS

# THESE CONDITIONS AFFECT YOUR LEGAL RIGHTS INCLUDING THE RIGHTS TO COMPENSATION FOLLOWING AN ACCIDENT. PLEASE READ CAREFULLY!

TERMS OF ACCEPTANCE: I, THE CUSTOMER, IN ACCEPTING THIS PERMIT AGREE TO THE FOLLOWING RELEASE AND INDEMNITY AND TERMS AND CONDITIONS:

#### **RELEASE AND INDEMNITY**

- 1. **NO LIABILITY:** THE CUSTOMER ACKNOWLEDGES THAT THERE ARE CERTAIN RISKS AND HAZARDS ASSOCIATED WITH THE ACTIVITIES TO WHICH THIS PERMIT REFERS AND ACCEPTS ALL SUCH RISKS. THE CUSTOMER AGREES THAT TORONTO AND REGION CONSERVATION AUTHORITY ("TRCA"), INCLUDING ITS MEMBERS OFFICERS, DIRECTORS, AGENTS, EMPLOYEES, SUCCESSORS AND ASSIGNS, SHALL NOT BE RESPONSIBLE FOR ANY DEATH, PERSONAL INJURY, LOSS OR DAMAGE TO PROPERTY WHICH MAY OCCUR IN ANY WAY RELATED TO THE ISSUING OF THIS PERMIT, OR CAMPING PURSUANT THERETO, HOWEVER SUCH DAMAGE IS CAUSED, INCLUDING NEGLIGENCE OF TRCA, AND THE CUSTOMER HEREBY RELEASES ANY SUCH CLAIMS AGAINST TRCA AND EVERYONE CONNECTED WITH IT, INCLUDING ITS MEMBERS OFFICERS, DIRECTORS, AGENTS, EMPLOYEES, SUCCESSORS AND ASSIGNS.
- 2. **INDEMNITY:** THE CUSTOMER AGREES TO INDEMNIFY AND HOLD HARMLESS TRCA AND EVERYONE CONNECTED WITH IT INCLUDING ITS MEMBERS OFFICERS, DIRECTORS, AGENTS, EMPLOYEES, SUCCESSORS AND ASSIGNS, IN THE EVENT ANY CLAIMS ARE MADE AGAINST TRCA IN CONNECTION WITH ANY DEATH, PERSONAL INJURY, LOSS OR DAMAGE TO PROPERTY WHICH ARISES OUT OF THE ACTIONS OF THE CUSTOMER OR ANY MEMBER OF THE CUSTOMER'S FAMILY, GUESTS AND INVITEES. THE CUSTOMER ACKNOWLEDGES THAT IT IS PRUDENT TO HOLD INSURANCE TO PROTECT AGAINST THESE POSSIBLE LOSSES AND IF INSURANCE IS NOT OBTAINED, THE CUSTOMER DOES SO AT ITS OWN RISK.

### **Terms and Conditions**

This material is provided for information only and is not intended to be a complete summary of the regulations or operating policies of Toronto and Region Conservation Authority ("TRCA"). This permit is issued under the authority of the Conservation Authorities Act, R.S.O. 1990 Chapter C.27, as may be amended from time to time. All activities within a Conservation Area ("CA") are subject to federal, provincial, and municipal laws and regulations and related TRCA operating policies.

#### **Regulated Conservation Area Activities**

1. No excessive noise is allowed at any time. Quiet hours are in effect from 11:00 p.m. to 7:00 a.m. During quiet hours all registered guests and Customers must be on their

- assigned site and refrain from creating noise that can be heard off their site. The use of radios and musical instruments are strictly prohibited during quiet hours. The camping experience is for the peaceful enjoyment by you and your neighbors.
- 2. The use of power tools and power equipment including chainsaws and generators are strictly prohibited.
- 3. Permits and sites are non-transferrable. Subletting or renting trailers and/or sites is prohibited. Upon sale of your trailer/RV, your campsite is not included in the sale and the unit is subject to the Seasonal Application Process.
- 4. Any alterations, additions or modifications to CA property including landscaping, and installation of temporary or permanent fixtures/structures are strictly prohibited without prior written approval from Park Supervisor.
- 5. Do not cut, remove, injure or destroy any tree, shrub, plant, flower, living or growing things in the CA. Do not plant or cultivate any land in the CA. Do not tie, nail or otherwise affix anything to any tree. Clotheslines are NOT permitted.
- 6. Movement of any wood materials within, into or from TRCA property is strictly prohibited. Firewood is available for sale at the park office.
- Customers shall ensure that fires are started and maintained in fire pits or locations
  designated for that purpose and that fires are never left unattended. In the event of a fire
  ban, fires will not be permitted.
- 8. To help protect our natural resources campers are requested to limit their use of water and energy as much as possible. Lawn watering is not permitted.
- 9. Lawn maintenance on seasonal campsites is the responsibility of the Customer.
- 10. The possession or use of drones for personal or recreational use is strictly prohibited.
- 11. Public wash basins and/or water outlets shall not be used for bathing, washing laundry or dishes.
- 12. Deposit garbage and recycling in the receptacles provided. Only household waste and recyclable material generated while camping should be placed in garbage receptacles. Disposal of toxic or hazardous material, construction material, furniture, and appliances is not permitted.
- 13. A maximum of 3 pets are permitted on a campsite. Pets are to be kept under control at all times and secured on a leash not longer than 2 meters. Pets must not be left unattended, make excessive noise and/or disturb others. Promptly pick up and dispose of your pets waste in garbage receptacles. Proof of pets' rabies inoculation may be

- requested. Pets other than dogs or cats are not permitted except under a permit issued by TRCA. Pets that have been given a dangerous designation by a government agency/agent are not permitted on TRCA property.
- 14. The use of alcohol is permitted on your registered campsite ONLY and not in vehicles or public areas including, but not limited to, roadways, walkways, public buildings or common areas. Alcohol bans may be in effect at certain times of the year.
- 15. TRCA is not responsible for any lost, stolen, or damaged items of the Customer or their guests. Do not leave valuables unattended and secure your campsite before leaving for any length of time.
- 16. All posted speed limits must be obeyed. Use of and storage of ATV's, off-road vehicles, golf carts, dirt bikes and/or any other unlicensed, un-insured vehicles by Customers and visitors is strictly prohibited.
- 17. TRCA provides a safe and respectful environment for its visitors and staff to enjoy. There is zero tolerance for verbal or physical abuse towards anyone. Inappropriate behavior will result in removal from our properties and/or and may be reported to the police.
- 18. TRCA may revoke this permit and/or cause to remove without refund any or all persons whose conduct and/or actions violate any of these terms and conditions or are deemed detrimental to the operations of the park and may prosecute these persons to the full extent of the law. If the permit is revoked, all fees are forfeit.

## Reservations, Payments & Winter Storage Seasonal Camping Reservations

- 19. Contact the campground directly for seasonal campsite reservations.
- 20. Winter Storage Contract is required to be completed and paid prior to departure or end of season, whichever comes first.
- 21. Customers may be requested to relocate campsites as deemed necessary at the sole discretion of TRCA Staff.
- 22. Completion and approval of a seasonal application, photo ID, proof of registration and proof of insurance for the trailer are required to reserve/occupy a seasonal campsite.
- 23. Reservations and winter storage will not be accepted if there are fees outstanding. If reservations are not made, the site becomes available on a first come, first served basis.
- 24. TRCA is not obligated to accept any application for a camping permit that it may receive and may refuse an application should it choose to do so.

#### Seasonal Camping Payment

25. The Seasonal Campsite fee is *due by the date indicated in the Winter Storage Contract* for all returning customers or prior to occupying the campsite for new customers. The

- fee must be paid in full, and the Permit signed before possession of a seasonal campsite is taken. In order to reduce the handling of cash, TRCA requests that payment be made using Visa, MasterCard, or Debit cards by phone or in-person during business hours.
- 26. Late Payment Penalty. The balance of any amount which remains unpaid as of the Campgrounds opening day will be charged a compounded monthly 10% late fee for up to two months. If payment has not been made within this time, the contract will be revoked, and all belongings will be required to be removed. Access to the park will not be permitted while there is an outstanding balance on the account.
- 27. Fees specified include the amount levied by TRCA for campsite use as outlined, plus HST. The Customer agrees to remit any additional fee or tax required by the province, municipality or any other body having such jurisdiction.
- 28. Upon the end of the camping permit unless Customer has completed the current Winter Storage Contract and paid the associated fees, or upon earlier termination of this permit, Customer shall, at its sole cost, remove all items of personal property, and repair any and all damage caused to the Seasonal Camp Site or otherwise to TRCA property.
- 29. TRCA reserves the right to remove, or cause to have removed at the owner and/or Customers expense, any item, including camping units and vehicles, left on TRCA property after a permit for use of TRCA property has expired or been revoked and to recover costs associated with said removal. For clarity and without limiting the foregoing, the owner and/or Customer may be responsible for towing and impound fees associated with the removal of any property at the end of the permit. TRCA is not responsible for any damages that may be caused during equipment removal. TRCA is not responsible for any item, including camping units or vehicles brought onto TRCA property or left on TRCA property after a permit for use of TRCA property has expired or been revoked.
- 30. Should fees remain outstanding, TRCA, in accordance with the Repair and Storage Liens Act, R.S.O. 1990 as amended, will enforce a lien against any equipment left on site.

#### Winter Storage for Seasonal Campsites

- 31. Campsites must be vacated by 12:01 p.m. EST on the permit expiry date.
- 32. Water taps and washroom facilities may be shut down prior to the end of the expiry of the camping permit depending on weather.
- 33. Winter storage for seasonal campsites may be permitted either on the campsite or in a designated area provided by the Supervisor. Winter Storage contracts and payment must be completed prior to 12:01 p.m. on the last day of the camping season, or prior to departure, whichever occurs first.
- 34. Please refer to the Winter Storage contract for Terms and Conditions regarding storage and access during the off season.
- 35. Any items stored without a Winter Storage Agreement will be removed at the owner's expense and disposed of. A site clean-up fee will be charged.

#### Refunds

36. If shortening a permit after check in, fees will be calculated at the next best rate available. Refunds may not apply depending on the departure date. Cash refunds will be issued via cheque within 28 business days.

#### **Campsite Equipment**

- 37. At no time may there be more than three (3) pieces of sheltered equipment on one individual campsite unless written approval by the site Supervisor. Only one (1) recreational-class trailer or/and RV is permitted on a Seasonal campsite. Sheltered equipment includes but is not limited to a shed, tent, gazebo or utility trailer. Tents are not permitted as the primary shelter on a seasonal campsite.
- 38. All trailers must have either a CSA Z240, NFPA 1192, or ANSI A119.5 certifications. Park Models or homemade sleeping structures are not permitted.
- 39. Trailers, recreational-class trailers, RV's and vehicles shall be in good, roadworthy condition and possess valid license plates and insurance at all times. Proof of insurance and ownership shall be provided to TRCA upon request. Seasonal applications must be approved by Supervisor prior to occupying a campsite.
- 40. All trailers must be parked perpendicular to the roadway where applicable and not obstruct/block access to their site.
- 41. A minimum of 2-foot-wide easement must remain clear adjacent to all electrical pedestals and water posts to allow for maintenance.
- 42. No refrigerators, freezers or indoor rated appliances are permitted unless they are securely contained within a camping unit. No window mounted AC units permitted.
- 43. Trailer propane cylinders must be certified within 10 years of stamp date, standard trailer-mount type and disposed of in designated containers ONLY. Camp stove cylinders must be in safe operating condition and must be disposed of in designated containers ONLY.
- 44. Customers must ensure that any sanitary systems and/or equipment are in good repair and that they practice the proper operation and use of that sanitary systems and/or equipment as outlined in their equipment's manual. The disposal of sewage and greywater are only permitted at the designated dumping station. Outdoor showers are not permitted. The Customer is responsible for any costs including fines associated with the improper disposal of sewage and greywater including unintentional spill or leak.
- 45. Wading pools, hot tub and recreational equipment (Trampolines and playground equipment) are not permitted on site.
- 46. Your campsite must be kept in a clean and sanitary condition at all times. Outside storage is not permitted, all items must be stored within the permitted vehicles and camping equipment. When vacating, the campsite must be restored to a clean condition, free

from any garbage or debris. Customers are responsible for costs associated with any damage or cleanup of park property.

#### **Decks, Sheds and Utility Trailers**

- 47. All decks require approval from the site Supervisor via an application, and must be aesthetically pleasing, and well maintained. Decks must be constructed with new pressure treated wood and must meet Ontario Building Code requirements. Deck size is restricted to a maximum of 100 square feet and affixed at ground level. Applications are available upon request.
- 48. Storage sheds require approval from the site Supervisor via an application. Sheds shall not exceed 8 ft Wide x 10 ft Depth x 8 ft Height and must be commercially manufactured vinyl or steel prefabricated units. Shed must be situated on a preapproved campsite location and maintained in good condition. One (1) per campsite.
- 49. Utility trailers require approval from the site Supervisor via an application for the use of storage are permitted in lieu of a storage shed. Utility trailers must be kept in good repair with a valid license plate and insurance. One (1) per campsite.
- 50. Firewood storage box require approval from the site Supervisor via an application. The size of the box cannot exceed 32 cubic feet (4 ft x 4 ft x 2 ft). One (1) per campsite.
- 51. Manufactured gazebos require approval from the site Supervisor via an application. One (1) per campsite.
- 52. The Customer is responsible for the contents of their shed and/or utility trailer and it shall not be used for accommodation or to store any type of hazardous material, dangerous or illegal goods.

#### **Permits, Vehicles and Guests**

- 53. Customers for seasonal campsites must be at least 18 years of age. The Customer must be the primary campsite occupant.
- 54. All vehicles must present a valid permit (e.g., day use receipt, seasonal vehicle pass, or additional vehicle pass). Vehicle permit must be visible to staff.
- 55. One (1) vehicle is included in the seasonal campsite fee. Any additional vehicles will require a day pass or additional seasonal vehicle pass. A maximum of two (2) vehicles are permitted to park on a registered campsite. All additional vehicles must be parked in designated areas only. All motorized vehicles must be licensed and insured.
- 56. A maximum of 6 persons are included in the Seasonal Campsite fee. Listed campsite occupants must be the persons who occupy the campsite. All additional short-term guests must check-in with TRCA and pay general admission fees.
- 57. Customers are responsible for the conduct of their guests and must ensure their guests follow all campground and CA rules and regulations. Customers must ensure that their guests register at the campground office upon arrival and pay all applicable parking and

admission fees. Day guests are permitted only when the Customer is present and must leave by 9:00 p.m., or as otherwise directed by TRCA staff. Guest may be refused entry at the sole discretion of TRCA staff. Seasonal Campsites are eligible to purchase a Visitor Pass to cover general admissions for guests. If additional campers are staying overnight, additional fees for an additional camper and additional vehicle pass will apply.

58. Ensure that children and youth under the age of 18 are actively supervised by a responsible adult.

### **COVID-19 Specific Related Requirements**

59. Customer acknowledges and accepts the risks of COVID-19 and agrees to comply with any and all laws and regulations as well as special rules or procedures put in place by TRCA to manage the risk of COVID-19, including but not limited to sanitation and physical distancing. Unless the campsite to which this license refers is the Customer's principal residence, customer agrees not to attend TRCA property if they are experiencing any signs or symptoms of COVID. Customer further agrees that TRCA is not liable to Customer for cancellation or shortening of the term of this permit if that cancellation or shortening is as a result of government orders or restrictions as a result of COVID-19.

By signing below, I understand and agree to the above terms and conditions.

Applicant Signature:	Printed Applicant Name:
Date of Submission:	
TRCA Staff Name:	-
Albion Hills • 16500 Peel Regional Rd 50 • (90	05) 880-0227
Indian Line • 7625 Finch Ave. West • (905) 67	78-1233