



CATFISH CREEK CONSERVATION AUTHORITY
SPRINGWATER CONSERVATION AREA
2023 SEASONAL CAMPING AGREEMENT



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

It is the camper's responsibility to notify Administration within 30 days if this contact information changes

for the 2023 Seasonal Camping period (Friday, May 12, 2023, to Monday, October 9, 2023) 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.
 - i. The owner/occupant agrees to defend, indemnify and save harmless the Catfish Creek Conservation Authority, its elected officials, officers, employers and agents from any claim, action, occurrence, accident, loss, damage, injury, cost, expense, fees, charges, fines, penalties or other amount that, directly or indirectly, is, or is alleged, to be caused by, contributed to or results or arises from (in whole or in part, regardless of any other cause or event contributing concurrently or in any sequence and notwithstanding any continuous or repeated exposure to) COVID-19 or other contagious, infectious or communicable disease, illnesses or viruses, or the fear or threat thereof.

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 by Thanksgiving, to reserve a seasonal site for the upcoming season or the site may be assigned to another customer. 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 \$110.00 admin fee will be applied to the seasonal camper's account at the end of each month until the full balance has been paid and/or eviction occurs.
 - 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.

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) consecutive years of no new warnings being received from the date of the last written notice issues.

The **first 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 or delegate.

The **second warning notice** will be considered a final warning 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 or delegate.

The **third 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 or delegate.

Vandalism, violent acts against others, illegal drug possession, illegal drug use, and any other egregious and unreasonable behaviour at the discretion of the Conservation Areas Supervisor are not only cause for immediate eviction, but also potential grounds for criminal prosecution.

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 of the Seasonal Camping Agreement "Site Deposit and Site Fees" above. If deemed abandoned, the trailer will be towed at the trailer owner's expense to a compound where it will be held according to the impound companies' policy on length of storage time. If not claimed by the owner and / or the outstanding balance and storage fees are not paid within the storage period, the trailer 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	
LICENSE PLATE	LICENSE PLATE		

Co-Occupant – ONLY LIST IF SHARING PAYMENT(S) & RESPONSIBILITY

CO-OCCUPANT (last name, first name)	SPOUSE/PARTNER (last name, first name)	CHILDREN *only list those children presently residing in the co-occupant's primary residence	
LICENSE PLATE	LICENSE PLATE		

F: SEASONAL ENTRY CARDS:

- Seasonal Campers will receive one (1) complementary Entry Card per site.
- Each vehicle must STOP, scan the card, and wait for gate arm to raise before entering the campground. These are automated gates, only one vehicle has time to proceed through the gate. Any damage resulting from not following entry procedures will be the responsibility of the vehicle owner/operator.
- If campers arrive without their Entry Card, they must use Lane 1 (closest to the Visitor Centre).
- Any misuse or abuse of the card may result in immediate eviction.

I, the undersigned, hereby confirm that I will comply with all provision, terms, and conditions at stated above, and contained in the Seasonal Camper Handbook.

Signature of Principal Occupant

Date

Signature of Co-Occupant

Date

OFFICE USE ONLY:

Agreement Received By:

Springwater Conservation Area Staff

Date

CONFIRMATION IN DATABASES:

Contact Information, License Plate(s), Occupants:

Astra: _____

Contact Information:

Excel: _____

E-Mail Address:

Outlook (& distribution list): _____