



SPIDER LAKE SPRINGS CAMPERS ASSOCIATION

2 – 2650 Turnbull Road, Qualicum Beach, B.C. V9K 2R2

phone (250) 757-8181 fax (250) 757-8141 email: spring@islandnet.com

TENANTS AGREEMENT

for

CAMPSITE # _____

Arriving _____ Leaving _____

(Section 5 of Rules and Regulations) apply

The license holder for this campsite is:

 Print name(s) as on License to Occupy for the campsite – or print SLSCA if undesignated campsite

The License Holder hereby accepts responsibility for any fines, penalties or enforcement actions taken by SLSCA as a result of the rental occupancy of this campsite and the associated use of the Resort Facilities.

_____ for the License Holder
 Signature Print Name

Signing by the License Holder or a designated alternate License Holder acting on behalf of the License Holder where written/faxed acceptance of the alternate is obtained from the License Holder of the campsite. If "tenant" is SLSCA signing by Office Administrator, Maintenance Manager, or a Management Committee member.

The 'TENANTS' who will become the holder of the Temporary Permit to Occupy this campsite are:

 Print full legal name(s) to be shown on the Temporary Permit to Occupy

The 'tenants' shall and agrees to obtain from the License Holder and retain in his possession, a Temporary Permit to Occupy issued by SLSCA before occupying the campsite, and to comply with the Spider Lake Springs Campground Rules and Regulations. The 'tenants' agrees to pay for, or to reimburse License Holder for, fines and penalties imposed for infractions of the Campground Rules and Regulations.

_____ for the 'Tenants'
 Signature Print Name



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TEMPORARY PERMIT TO OCCUPY

For

CAMPSITE # _____

PLEASE NOTE THAT THIS PERMIT CONTAINS LIMITATIONS AND RESTRICTIONS.

1. IN CONSIDERATION of the sum of One Dollar (\$ 1.00) and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Spider Lake Springs Campers Association (the 'Licensor') hereby grants to:

_____ and _____
PRINT FULL NAME PRINT FULL NAME

_____ telephone number(s)
full home address

_____ identification to verify

(hereinafter referred to as the "tenants", and in the Rules and Regulations as a "License Holder")

a TEMPORARY PERMIT TO OCCUPY a certain portion of those Lands owned by Spider Lake Springs Holdings Inc. (the 'Company') and more particularly described as: Lot 1, block 360, Newcastle and Alberni District and Block 390 Newcastle District, Plan VIP 60844 (hereinafter referred to as the Resort Area of the "lands") which said Lands have been leased to Spider Lake Springs Campers Association by the Company for the purpose of operating and maintaining a Resort facility known as Spider Lake Springs Resort.

2. The License Area shall be that portion of the Lands delineated by the Licensor and denominated Campsite No. _____ (hereinafter referred to as the "License Area")
3. The 'tenants' right to occupy the License Area shall be exclusive for the duration of the Temporary Permit. The 'tenants' may also have access to and the use of any areas designated by the Licensor as common use facilities, subject to the control and regulation of the Association.
4. This Temporary Permit to Occupy shall remain in force and effect for the period indicated on the 'SLSCA TENANTS AGREEMENT' (copy of which shall be attached to and form part of this Permit).

SUSPENSION AND REVOCATION OF THE PERMIT

5. The *'tenants'* right to access the Resort, to use the common facilities and to occupy the License Area may be suspended:
 - a.) For non-payment of the payments to the License Holder or non-payment of the Administration Fee to SLSCA.
 - b.) For breach of the Rules and Regulations determined and set by the Association.

RESTRICTION ON ASSIGNMENT OR SUBLETTING

6. This Permit is for the use of the *'tenants'* his family and guests (all as registered on the accompanying Supplemental License to Occupy sheet). This Permit may not be assigned or sublet to any other individual or corporation.

OBSERVANCE OF BY-LAWS, RULES AND REGULATIONS

7. This Temporary Permit to Occupy notwithstanding, the *'tenants'* his family and guests shall:
 - a.) Observe the Rules and Regulations concerning use of the License Area and the Common facilities in the Resort set from time to time by the Association;
 - b.) Comply with all zoning and land use by-laws set by the Regional District of Nanaimo from time to time;
 - c.) Comply with all Provincial Land use regulations, health regulations and any other Regulations set or in force by Her Majesty the Queen in right of the Province of British Columbia.

WAIVER OF LIABILITY AND INDEMNITY

8. The *'tenants'*, on his/her own behalf and on behalf of his family and guests hereby accepts full responsibility for any injury, loss or damage including injury to any person whatsoever, and damage to any property owned by the Licensee, his family or guests, property of the License Holder, and property of any third party which is caused by or arises out of or in connection with the *'tenants'* occupation or use of the License Area and/or any other resort facility, whether caused by the *'tenants'*, any member of his family, his guest, or by third party and whether by accident or the result of negligence on the part of any person whatsoever, and the *'tenants'*, in consideration of the granting of this Permit, shall waive his right to make any claim(s) against and shall agree to indemnify and hold harmless Spider Lake Springs Holdings Inc., Spider Lake Springs Campers Assoc., all Directors and Officers of the Company and the Association, and all employees of the Company and the Association, of and from any claim, loss or damage caused by or arising out of or in conjunction with the use of the Resort Facility, the common facilities in the Resort Area, the recreational facilities and the License Area by the *'tenants'*, any member of his family and his guests inclusive of any accident, claim, loss or damage which may arise out of or result from the negligence of any individual whatsoever inclusive of person or persons in the employ of the Company or the Association.

The following listed documentation is to be completed and attached to this Permit:

- The Agreement between *'tenants'* and the primary License Holder.
- A Supplemental License to Occupy Sheet.

FAMILIARIZATION, ADMITTANCE, SETUP AND CLEANUP

The License Holder (or a designated alternate License Holder acting on his behalf) shall provide and familiarize the *'tenants'* with an appropriate copy (full set or Visitor set as applicable) of the current SLSCA Rules and Regulations, and shall arrange admittance of the *'tenants'* to the campground, and for the initial visit shall guide them to the designated campsite and ensure that the set-up of the camping unit (and sleeping unit if applicable) on the campsite is in accordance with Rules and Regulations. The *'tenants'* shall leave the campsite in a clean and tidy condition at the conclusion of their stay.

Dated this _____ day of _____, 200_____

SPIDER LAKE SPRINGS CAMPERS ASSOC.

(Office Administrator)

THE *'TENANTS'*

I/We agree to the conditions of this License

Per:

Signature

Print Name

Signature

Print Name