



LICENCE OF OCCUPATION

Between:

Bare Oaks Family Naturist Park, the operating name of 2119288 Ontario Inc. (BARE OAKS) 20237 Kennedy Road, Sharon, Ontario L0G 1V0.

-AND-

Name: _____
OCCUPANT (SITE USER)

Date of Birth: _____

Permanent Home Address: _____

City/Town: _____ Province: _____ Postal Code: _____

Telephone Numbers- residence: _____ work/business: _____

Driver's Licence# : _____

Is address on Driver's Licence the same as Permanent Home Address above ? Yes No

Vehicle Licence Plate #: _____ E-mail Address: _____

Bare Oaks has agreed to licence the Occupant to use the following site with the services specified:

Site: _____

The Licensing of the above site by Bare Oaks to the Occupant shall be in consideration for and subject to the following terms and conditions:

A lease commencing on the ____ day of _____, 20 ____,

and expiring on the 31st day of March, 2011.

Lease cost at \$ _____ (Plus applicable taxes) per year plus any relevant additional charges as published in the rate sheet. (e.g. electricity)

This licence is personal to the above named Occupant and these eligible family members listed below:

Name:	Relationship to Occupant:	Date of Birth:
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

The Occupant and the eligible family members agree to abide by the campground rules attached hereto as Schedule "A" and the Visitor & Member Agreement attached hereto as Schedule "B". The Occupant and eligible family members agree to abide by the terms of the Licence of Occupation specifically but not limited to Section 1 through 4.

1. It is agreed between the parties that the intended use for the specified site is for recreational vacation purposes in a campground or trailer park. The campground or trailer park is designed for seasonal or temporary use only and as such cannot be used as a permanent home address.
2. It is agreed and understood between the parties that the actual use that is made of the site is to be for seasonal or temporary periods of time only. As well during any use of the specified site by the Occupants, the Occupants shall maintain another permanent residential premise elsewhere than at the Park, that the Occupants have unlimited access to.
3. It is agreed and understood between Bare Oaks and the Occupants that the word "trailer" as set out in paragraph 1 above, shall include RVs and Park Model Trailers as defined by the C.S.A. Standards Z.241.
4. It is agreed and understood between the parties that the words "seasonal or temporary periods of time" as set out in paragraph 2 above shall include periodical or recurrent use pertaining to the seasons of the year. But it shall not include accommodation that is occupied for 12 months in any given year.
5. This licence is for the occupation of the site specified only and the Occupant acknowledges that he is a licensee with respect to any facilities assigned to him and is deemed to have willingly assumed, without restriction, all risks arising out of his use of the site and the campground.
6. All charges for a deposit, storage, rent, services, etc., are due and payable when invoiced.
7. All deposits are non-refundable and are held against the final balance owing in any year. The deposit is forfeited as liquidated damages and not as a penalty upon breach of any term of this agreement.
8. In addition to the specified site, the Occupant shall have the use in common with others so entitled to all common areas provided without additional charge. This licence shall be automatically renewed solely at the discretion of Bare Oaks from year to year save and except any adjustment in the fees charged, unless terminated by either party, in writing.

9. In addition to the foregoing, the Occupant shall also pay any taxes, assessments, levies, or licence fees imposed by any authority on or as a result of any equipment, fixtures, improvements, furnishings or vehicles erected, placed or left on the site by or on behalf of the Occupant. Those additional charges shall be payable immediately upon receipt of any notice or demand for payment received by Bare Oaks and conveyed to the Occupant.
10. The Occupant hereby acknowledges receipt of and agrees to be bound by the terms and conditions of the rules of the campground as presently in existence, being Schedule A and Schedule B hereto, or as may be reasonably established or at the discretion of Bare Oaks modified from time to time. Amendments to this licence, at the sole discretion of Bare Oaks, may be instituted with written notice to the licensee. Said amendment will allow the licensee to terminate the licence and leave the campground with no penalty upon written notice to the licensor within fourteen (14) days of receipt of such amendment.
11. The Occupant hereby undertakes and agrees that he will inform any family members specified in this licence or otherwise, as well as guests, visitors or other persons attending at the Occupant's site as to the campground rules, from time to time. The Occupant is responsible for the observance of the campground rules personally or by his eligible family members, guests, visitors or other persons attending at the Occupant's site or in the campground with the occupant's permission or knowledge.
12. Any failure to remit any payments required under the terms of this agreement and any breach of any of the rules of the campground by the Occupant, his eligible family members, guests, visitors or other persons attending at the Occupant's site, shall be deemed to be a breach of this licence and this licence may be immediately terminated at the option of Bare Oaks.
13. The Occupant hereby authorizes and directs Bare Oaks, upon termination of this licence for any reason, to act as the Occupant's agent for the securing and/or removal of any of the Occupant's property from the above site, or elsewhere in the campground, and Bare Oaks shall not be liable for any damages thereby occasioned.
14. Bare Oaks assumes no responsibility for any loss through fire, theft, collision or otherwise to trailers, additions, improvements or cars or their contents, regardless of cause. The Occupant agrees that the use of the campground or its facilities is solely at the risk of himself, his family and guests. The Occupant, his family and his guests, for themselves, their heirs, executors, administrators, successors and assigns HEREBY RELEASE, WAIVE AND FOREVER DISCHARGE Bare Oaks, its agents, servants, successors and assigns OF AND FROM ALL CLAIMS, demands, damages, costs, expenses, actions and causes of action, whether in law or equity, in respect of death, injury, loss or damages to himself, his family or guests or their property HOWSOEVER CAUSED, arising or to arise by reason of occupation of the above mentioned site and use of the campground or otherwise, whether prior to, during or subsequent to this AND NOTWITHSTANDING that the same may have been contributed to or occasioned by the negligence of any of the aforesaid. The Occupant further undertakes on his own behalf and on behalf of his family and guests to indemnify all the aforesaid from and against any and all liability incurred by any or all of them arising as a result of or in any way connected with the licence.
15. The Occupant hereby undertakes and agrees to abide by all the terms and conditions of any applicable municipal, provincial or federal laws and regulations and any failure to do so may be deemed to be by the Occupant, his eligible family members, guests, visitors or others attending at the Occupant's site with the Occupant's permission, a breach of this licence.

16. The address for notification under the term of this licence, or otherwise, shall be at the permanent home address as set out above, unless written notice of a change has been given by regular first class mail. Any notification pursuant to the terms of this licence shall be deemed to have been received five working days after it was posted.
17. In the event of any default of any of the terms and conditions of this agreement, Bare Oaks shall have the following rights:
- a) After fourteen days prior written notice (delivered or deemed received under the terms of this licence) to re-enter upon the above site and repossess the site terminating the contract.
 - b) To sue for any overdue payments or damages arising out of a breach of this licence together with interest (at the Courts of Justice Act Rate) Legal Costs together with any other costs of any nature or kind which may be incurred in repossessing the site and collecting overdue payments or damages.
 - c) To seize any goods or property on the site subject to any applicable provisions of the law and to sell the same to recover any monies or damages owing.
 - d) To bar the occupant, his immediate family, guests, visitors or other persons attending at the Occupant's sites with the occupant's permission from:
 - i) staying past 8:00 p.m. on any night of the aforementioned fourteen (14) days;
 - ii) attending or participating in any common activities as may be held in the campground.
18. The Occupant acknowledges and agrees that no sales shall be advertised or conducted on any site and Bare Oaks strictly reserves the right to act as the exclusive sales agent within the campground.
19. This licence is personal to the Occupant or eligible family members and is not assignable.
20. In the event that this site shall be repossessed under the terms of this licence, any goods including any trailer that the Occupant has left on the site shall be deemed to be an article as defined by the Repair and Storage Liens Act of Ontario, (hereinafter referred to as "the Act"), may be removed by Bare Oaks, who shall be deemed to be a lien claimant and storer under the Act, to whatever location Bare Oaks deems appropriate and Bare Oaks in such removal and storage will not be responsible for any loss or damage to such goods. The Occupant will be responsible for any storage costs and moving costs incurred, together with any outstanding rent or charges or any other monies due under this agreement and Bare Oaks may recover costs and/or monies owing in accordance with the provisions of the Act.
21. Notice is hereby given that entry to the campground is permitted only for activities conducted in accordance with this licence and the rules and regulations as they exist from time to time and all other activities are prohibited in accordance with the provisions of The Trespass To Property Act, R.S.O., 1990 c. T.21, as amended from time to time. Any person violating this notice or failing to leave the premises immediately when directed to do so shall be in violation of the said Act and may be prosecuted in accordance with its provisions.

- 22. The Occupier of a site shall exercise such care as is reasonable in the maintenance of the site during his occupancy to see that persons entering on the site and the property brought on the site by those persons are reasonably safe while on the site and shall save Bare Oaks harmless from any claims as a result of the failure of the Occupant to do so. No add-ons, additions or site improvements shall be incorporated without prior written approval. If such approval is granted, such add-ons, additions or improvements must be incorporated so as not to impede the expeditious vacating of the site and removal of the Occupants property.
- 23. A waiver of any one or more of the terms or conditions herein contained shall not be deemed to be a waiver of any of the other terms and conditions of this other than those specifically waived and in no event shall any waiver be deemed to be a continuing waiver.
- 24. By his/her signing of this licence the Occupant hereby represents and warrants that he/she has the responsibility and/or authority to sign on behalf of family members, guests, visitors or other persons attending at the site from time to time.
- 25. The Occupant further agrees that while his trailer and equipment of any nature is on Bare Oaks' premises, he will not hire or permit any person or any company, other than Bare Oaks to perform any labour thereon or to make installation of equipment thereof; it being understood that Bare Oaks does not permit any competitive labour or services to be performed on its premises without its express written authorization. The foregoing limitation is not intended to prevent the Occupant or his family from doing such work provided such work is done in accordance with all pertinent laws and/or regulations and has been approved in writing by Bare Oaks.
- 26. This licence, including the schedules hereto, shall constitute the entire arrangement between the parties. There is no representation, warranty, condition or collateral agreement affecting this document other than as expressed herein in writing. This licence shall be read with all changes of agenda and number required by the text.

This Agreement signed the _____ day of _____, 20____, at _____ Ontario shall be binding upon the heirs, executors, administrators and assigns of the parties hereto.

Signed, and Delivered }
 in the presence of }

Name of Witness (Print)	Bare Oaks Representative (Print)	Name of Occupant (Print)
Signature of Witness	Signature of Bare Oaks	Signature of Occupant

I, the named Occupant for the specified site acknowledge providing the personal information pursuant to this contract and confirm the accuracy of the same. I, the named Occupant consent to the disclosure of this personal information for the use of Bare Oaks as required from time to time to administer and enforce this agreement between the parties to this contract.

Date: _____ (Signature of Occupant)

Appendix A

Campground Rules

For overnight camping, check-in time is 2 p.m. and checkout is noon.

You can request a key fob (\$10 deposit) that provides 24-hour access. Each key fob is unique and will be registered to you. It should therefore not be lent to anyone else. If you allow anyone else access to the property using your key fob, you become responsible for their actions.

Only one motorized vehicle is permitted on each site.

Our tap water is a precious resource. As such, no washing cars or watering lawns with tap water.

Children under 18 years old are not permitted off their site after 9:00 PM unless accompanied by a parent.

All guests must be registered at the office. Members in good standing can pre-register guests if they are willing to take full responsibility for their behaviour.

Please try to minimize your trash through recycling and by purchasing products with minimal packaging. Your site's trash must be deposited in the dumpster on the entrance road. No metal, wood or large items are to be deposited at the container or elsewhere on the grounds. We do not have the facilities to dispose of large items.

If you wish to have mail delivered to you at the park, you must rent a mailbox. Please see the front office to arrange for mailbox rental. The number of mailboxes available for rental is limited. Mail addressed to anyone who does not have a valid mailbox rental agreement will be marked as undeliverable and returned to Canada Post.

The office will not normally take any messages for members because it is too difficult to get those messages delivered.

We require yearly confirmation of current Liability Insurance on trailers, RVs and golf carts.

Your site and trailer/RV must be kept clean and neat at all times. The cutting of the grass on your site is your responsibility.

The landscaping around sites should be consistent with the overall park. As much as possible, landscape design should be environmentally sensitive and use native plant species.

No tree can be cut without the approval of Bare Oaks management.

No structures can be built without the prior approval of Bare Oaks management.

No contractor can be on the property without the approval of Bare Oaks management

No trailers over ten years of age can be moved into the campground or sold within the campground without special permission.

Trailers or RVs offered for sale on site must be listed and sold through Bare Oaks management. This is necessary in order to insure that all potential purchasers are aware of Bare Oaks regulations and are appropriate for membership. Of course, trailers and RVs can be sold outside Bare Oaks independently.

Appendix B



Member and Visitor Agreement

Bare Oaks Family Naturist Park strives to create an environment where members and visitors can live the core principles of Naturism.

Naturism is a way of life in harmony with nature, expressed through social nudity, linked to self-respect, tolerance of differing views as well as respect for the environment.

International Naturist Federation

While most people come to naturism with the right motives, there are occasionally some that have the wrong idea or have been misled about what naturism is truly about. In order to prevent misunderstandings, we have put together this agreement that outlines the terms of your relationship with Bare Oaks. Please review it carefully as your presence at Bare Oaks implies your acceptance of this agreement. If you have any questions or concerns, do not hesitate to ask Bare Oaks staff.

Behaviour

Bare Oaks is a place where we encourage people to respect each other. The vast majority of naturists understand what that means. In general, naturist conduct is about having the same manners that polite people in the textile world would exhibit.

- If you have any questions on what behaviour is inappropriate, please ask.
- If you feel that you have been the victim of inappropriate behaviour, it is important that you tell us.
- You agree to abide by Bare Oaks' Anti-Harassment Policy. (see attached)

Remember to respect other people's space. A solitary member or visitor may be looking for seclusion. Please be mindful of this possibility when approaching him or her.

Hazards

Bare Oaks likes to maintain a natural environment; therefore, you may encounter unsafe surfaces and potentially hazardous environments. For example, none of the water features whether natural or manmade, are supervised. By using the Bare Oaks grounds you agree that your safety is your responsibility and that you will not hold Bare Oaks liable for harm or injury you, your children or your guest may suffer while on the property.

Children

We love to see children and families enjoying themselves at Bare Oaks. If you bring children to Bare Oaks, whether as a parent or as guardian, you agree that you are completely responsible for their actions and their safety.

Dress Code

While naturism is more than just taking your clothes off, being nude is the philosophy's principal method for achieving respect for self, others and the environment. Nudity is the norm at Bare Oaks. Clothes should only be worn when necessary. (To understand why, please read the brochure titled "Why is nudity required".) Nudity is welcome everywhere and at any time. While we understand that people new to naturism need some time to adjust, nudity is still required at all times in certain areas. Some guidelines:

- Clothing should be worn only for protection.
- In the textile world, clothing is often used to denote status, to entice others, or to enhance a person's individuality. These reasons are intolerable in a naturist environment. In particular, revealing or suggestive clothing should never be worn.
- Bathing suits are never appropriate (except on children who are not toilet trained).
- Underwear by itself provides no protection and should not be worn alone.
- Experienced naturists know that most body heat is lost through the upper half of the body. When cool, naturists put on a shirt - not pants.
- Be careful how you wrap towels and sarongs around yourself as it might suggest you are ashamed of parts of your body.
- Absolutely no clothing is permitted while swimming or using the sauna, whirlpool, and showers (except for young children who are not toilet trained).
- Women who are menstruating may choose to wear something except while swimming or when using the sauna, whirlpool, and showers. Please make sure that the item of clothing is consistent with naturist values. In other words, it should not be enticing or suggestive. It should not serve as a fashion accessory. Please select an item that is subtle and functional.

For new people who stay clothed during their adjustment period: please be respectful of others. Be discrete and avoid public spaces.

Singles

Singles are welcome at Bare Oaks. Our experience is that we need to maintain a gender balance for everyone's comfort. As such, we limit the gender imbalances to a maximum 60:40 ratio. We realize that usually means that many single men will be excluded. While we would prefer to welcome everyone, this is the only solution that preserves an environment where everyone feels comfortable.

Sexuality

We know that a healthy sexuality is an important part of a relationship. Furthermore, what consenting adults do in private is no one else's business. True naturists understand that, while they have a healthy sexual life, naturism in itself is not about sexuality. Sometimes, an individual may visit because they have been misled about the sexual nature of naturism. In order to make things clear to those rare individuals, to maintain a true naturist environment, and to protect our reputation as a true naturist destination, you agree that:

- you will not partake in any overt sexual behavior,
- you will not try to recruit or invite anyone for a sexual activity, and
- you will not promote - either internally or externally - any sexual activities at Bare Oaks.
- you will let us know immediately if you witness or experience any of the above.

Privacy

We respect your privacy. Your personal information will remain private except if you give us permission otherwise or when we must divulge it for legal reasons.

Photography

Naturalists, in general, are sensitive to having their image exploited. Objectification and exploitation of the human body go directly against naturalist principles; therefore, the use of photographic equipment (or any other image recording device) is extremely limited. You may only take pictures/video of people who have consented (or whose guardian has consented in the case of children under 18) and then only if there is no chance that someone will misunderstand your intent. Anyone surreptitiously recording images or videos will have their equipment confiscated. If you choose to take photos/videos, you agree to turn over all your image recordings to Bare Oaks management upon request so that we may review them. Furthermore, you agree that Bare Oaks management has the right to decide, at its sole discretion, to permanently confiscate any image recordings that it believes violates any of the above.

Motorized Vehicles

Bare Oaks prides itself on maintaining a people-friendly, natural environment. As such, motorized vehicles with internal combustion engines are only to be used to arrive or leave the property. Only non-polluting transportation (e.g. walking, bikes or electric vehicles) can be used for transportation within the park. In all cases, vehicles must drive only on paths and traveling speed must be kept below 11 km/hour.

General Regulations

For safety, comfort, and convenience, there are a number of directional, informational, and instructional signs at Bare Oaks to guide you. As a member or visitor, you agree to abide by the directions and instructions on them. Here are a few specific regulations that apply throughout Bare Oaks:

- ✓ Obviously, no illegal activities will be tolerated. Any illegal activities will be reported to the police.
- ✓ No weapons of any kind are permitted.
- ✓ Pets must be kept under control (i.e. on their leash) at all times and owners must clean up after their pets. Pets are not allowed in the pond, lake, indoors, or near people who are uncomfortable in the presence of animals.
- ✓ No smoking indoors, in any outdoor areas designated as non-smoking, or in any area covered by a roof (other than your personal accommodations) as per the Smoke-Free Ontario Act. When smoking outdoors, please take care that your smoke does not bother others and that you use an ashtray. In order to prevent fire, smoking is prohibited in the forest.
- ✓ Campfires are only allowed in fire pits. You must have enough water nearby in case the fire gets out of control.
- ✓ Please exercise caution around the lakes, ponds, pool and hot tub; and follow the posted safety regulations.
- ✓ No glass, drink, or food near or in the ponds, lakes, pool, hot tub, or sauna.
- ✓ Because many people like to walk barefoot around the property, drinking from glass containers is not allowed.
- ✓ Children who are not toilet trained must wear a swim diaper
- ✓ When nude, always sit on a towel when using a chair, bench, or sauna.
- ✓ Use trash containers and ashtrays for all your refuse. Better yet, recycle and avoid purchasing items that contain non-recyclable materials.

- ✓ Please park courteously, using minimum space and only in designated areas. All parked vehicles must prominently display a valid permit.
- ✓ Members can request a key fob (\$10 deposit) that provides 24-hour access. Each key fob is unique to you and should therefore not be lent to anyone else. If you allow anyone else access to the property using your key fob, you become responsible for their actions.
- ✓ Quiet hours are from 11 p.m. to 7 a.m. However, excessive noise that disturbs others is never appropriate.

Bare Oaks Family Naturist Park Anti-Harassment Policy

Bare Oaks wants to provide each person with a comfortable, naturist experience. To ensure this, Bare Oaks enforces the following anti-harassment policy.

It is not our intention to prohibit mutually acceptable, affectionate gestures within individual relationships or to govern the private acts of consenting adults. However, harassment in any form will not be tolerated at Bare Oaks.

Bare Oaks defines harassment as:

- Unwanted advances, remarks, suggestions, solicitations, propositions, gestures, threats, ridicule or jokes of a crude or sexual nature;
- Persistent attempts to engage another person in a clearly undesired conversation;
- Unsolicited comments about someone's body or specific body parts;
- Persistent staring, stalking, following, voyeuristic positioning, or crowding of personal space;
- Aggressive acts or threatening body language;
- Offensive, abusive, demeaning, humiliating, threatening, or intimidating communication or behaviour;
- Intentional touching of another person without prior, mutual consent;
- Public sexual behaviour, sexual acts or displays.

Members and visitors are encouraged to immediately report any situation that seems like harassment as defined above. Bare Oaks staff will investigate, respond, and take appropriate action.

Confirmed acts of harassment will result in expulsion and, if appropriate, criminal prosecution.