



**WESLEY ACRES TRAILER PARK INC.  
STANDARD TRAILER-LOT-LEASE AGREEMENT**

**THIS AGREEMENT** made the \_\_\_ day of \_\_\_\_\_, 2023, pursuant to the Short Forms of Leases Act, R.S.O. 1990, c. S.11, (the "**Lease**").

**B E T W E E N:**

**Wesley Acres Trailer Park Inc.** (hereinafter called "Lessor")

AND

**X [actual name of the Lessee]** (hereinafter called "Lessee")

AND

**Wesley Acres Inc.** (hereinafter called "WAI")

**WHEREAS** Lessor leases certain lands (herein "Lessor's Lands") from WAI for the purposes of operating a trailer park thereon that accommodates both trailers and 28 sites for mobile homes (herein "Trailer Park");

**AND WHEREAS** WAI is a registered charity the purposes of which are to preach, teach, promote, demonstrate, encourage, disseminate and implement the Gospel of Jesus Christ and related truths of the Holy Bible through facilities and programs that communicate and exemplify the Christian faith in furtherance of teaching and practices of The Free Methodist Church in Canada in accordance with the Articles of Religion of The Free Methodist Church in Canada;

**AND WHEREAS** WAI's lands (herein "WAI's Lands") were acquired solely to further the charitable purposes of WAI, and have been used since their acquisition to further such purposes;

**AND WHEREAS** Lessee desires to lease from Lessor the site identified in the lease application or renewal thereof completed by Lessee (herein referred to as the "Leased Property"), which is to be used for a trailer that provides "seasonal accommodations" commencing from May 1 and expiring on October 31 during the term and the use and characteristics of which comply with relevant Prince Edward County Zoning By-Laws;

**AND WHEREAS** the trailer park operated by Lessor facilitates accommodations to persons participating in the charitable activities of WAI and such accommodations on the Leased Property are necessary for WAI's charitable activities to be viable;

**AND WHEREAS** those persons who lease trailer sites located on the Lessor's Lands (herein called "Lot Leaseholders") bear the costs of such accommodation;

**AND WHEREAS** Lessor, its Lot Leaseholders, WAI, and the invitees thereof desire to use, in common with Lessee and the invitees and guests of Lessee, certain areas, facilities and equipment owned by WAI and located on WAI's Lands but not comprising part of Lessor's Lands;

**AND WHEREAS** WAI has entered into a relationship agreement (herein called the "Relationship Agreement") with the Free Methodist Church in Canada ("FMCiC") and the FMCiC Bishop's Foundation (the "Foundation") that, amongst other things, accommodates the lease of the trailer park by WAI to Lessor, and grants an option (the "Option") to the Foundation, in the event WAI is in default of any of its obligations under the Relationship Agreement and fails to remedy such default within one hundred and eighty (180) days of written notice of such default by FMCiC, to purchase for one dollar (\$1.00) WAI's Lands, buildings and all other assets of WAI, which Option Lessee hereby acknowledges;

**NOW THEREFORE**, in consideration of the rents reserved and the covenants and agreements contained in this Lease on the part of Lessee, his heirs, executors, administrators, successors and permitted assigns, Lessor hereby leases the Leased Property to Lessee for the Term (as hereinafter defined) and upon the conditions herein set out.

## 1. TERM and RENT

The term of the lease and rent payable thereunder shall be as determined in the lease application or renewal thereof. See Section 6 regarding Default of Payment.

## 2. COVENANT OF LESSEE

Lessee covenants with Lessor as follows:

- (1) **Rent** – to pay rent as and when same shall be due and payable as determined in the lease application or renewal. Late fees will be payable on balances overdue at rates identified in the lease application or renewal.
- (2) **Taxes and Utilities** – to pay all taxes, rates and assessments with which the Leased Property shall be rated and charged during the term hereof (including, for instance, charges for sewer access and use if provided, winterization, spider spraying etc.) together with any charges for electricity or other utilities supplied to the Leased Property that are separately metered. If individual hydro meters are not installed on the trailer on the Leased Property, Lessee must ensure that every effort be made to conserve electricity; air conditioners, heaters, and lights should be turned off when Lessee vacates the trailer for more than 1 day; refrigerators should be unplugged when not in use for extended periods of time and at the end of the season; propane should be used for hot water whenever possible. If the Leased Property is not metered for electricity, Lessee may acquire and use additional appliances considered to be incremental to the standard (such as air conditioners, additional fridges or freezers, washers, dryers, dishwashers, electric golf carts or any other items as identified and approved by Lessor). A schedule of charges for such appliances is available through Lessor's office ("Office"). Lessee will inform Lessor of such additional appliances. Lessee will pay all

costs for services such as satellite, internet, etc. delivered to the Leased Property or trailer. All expenses related to the Leased Property as identified on the lease renewal applications shall be borne by Lessee.

- (3) **Statement of Faith** – by signing this Lease, and upon each renewal thereof, to join the Free Methodist Church in affirming the Statement of Faith of the Evangelical Fellowship of Canada, which is as follows:
- The Holy Scriptures, as originally given by God, are divinely inspired, infallible, entirely trustworthy, and constitute the only supreme authority in all matters of faith and conduct.
  - There is one God, eternally existent in three persons: Father, Son and Holy Spirit.
  - Our Lord Jesus Christ is God manifest in the flesh; we affirm his virgin birth, sinless humanity, divine miracles, vicarious and atoning death, bodily resurrection, ascension, ongoing mediatorial work, and personal return in power and glory.
  - The salvation of lost and sinful humanity is possible only through the merits of the shed blood of the Lord Jesus Christ, received by faith apart from works, and is characterized by regeneration by the Holy Spirit.
  - The Holy Spirit enables believers to live a holy life, to witness and work for the Lord Jesus Christ.
  - The Church, the body of Christ, consists of all true believers.
  - Ultimately God will judge the living and the dead, those who are saved unto the resurrection of life, those who are lost unto the resurrection of damnation.
- (4) **Repairs** – to maintain any Trailer or other property on the Leased Property in a good, safe order and condition and to promptly make, at his own expense, all needed repairs and replacements to keep such property in such condition as a careful owner would keep them.
- (5) **Trailer** – agrees and understands that the word “Trailer” or “trailer” as detailed throughout this Lease, shall include Recreational Vehicles and Park Model Trailers as well as any motorhome, truck and camper unit; however, the word “trailer” shall not include mobile homes. All trailers will have to meet required municipal and provincial building standards, certification and by-laws. To maintain Lessor’s trailer park standard, trailers older than 10 years may require re-certification (e.g., propane safety, electrical safety etc.) on a case by case basis.
- (6) **Nuisance** – not to commit, suffer, permit or carry on anything on, in or about WAI lands that shall be deemed or result in a nuisance or which would be offensive or an annoyance to WAI, Lessor, invitees of WAI, or any Lot Leaseholders of Lessor. Lessee acknowledges that WAI’s Lands, of which the Leased Property forms a part, enable WAI to further its charitable purposes and that the trailer park operated on Lessor’s Lands by Lessor enables persons participating in the charitable activities of WAI to have accommodations, such accommodations being necessary for WAI’s charitable activities

to be viable. Lessee further acknowledges that WAI has established Community Life at Wesley Acres, a copy of which Lessee acknowledges receiving. Lessee agrees to abide with the provisions of such Community Life at Wesley Acres and with the terms of this Lease and require compliance with such Community Life at Wesley Acres and this Lease, as relevant, by his invitees and guests. Lessee acknowledges that WAI has the right to amend such Community Life at Wesley Acres from time to time and provide written or electronic notice of such amendments prior to the enforcement of same. Failure on the part of Lessee, his invitees and guests to comply with this Lease or with such Community Life at Wesley Acres as are in force from time to time, shall be deemed to be a nuisance hereunder. In the event Lessee, his invitees or guests commit, suffer, permit or carry on anything that is a nuisance or deemed to be a nuisance on, in or about WAI's Lands, Lessor shall provide written notice of same to Lessee with a demand that the matter be remedied. Inappropriate behaviour may result in the removal of Lessee, his invitees or guests from WAI's Lands. A meeting with the Executive Director and Chair of Lessor's board will be held within 7 days to review the matter. If the matter has not been immediately remedied at Lessor's satisfaction, then, the matter set out in the notice as a nuisance or deemed nuisance shall constitute a default pursuant to this lease and Lessor shall be entitled to pursue the remedies available to it as set out in Section 6 of this Lease.

- (7) **Use of Leased Property** – to use the Leased Property only for a trailer that provides seasonal accommodations and activities incidental thereto, to comply with all requirements and conditions set out in Appendix A hereto, and to only have one trailer or recreational vehicle on the Leased Property. If Lessee wishes a second trailer on the lot for a short period of time, Lessee must obtain Lessor's prior written approval (which approval may or may not be denied in Lessor's sole discretion) and submit a Multi-RV Exception Request Form (available at the Office) to Lessor. Once such approval is obtained, the approval form must be displayed in a window or visible area of the additional vehicle while on the Leased Property. A tent or tent trailer may be set up on the Leased Property only with the prior permission of, and subject to the conditions imposed by, Lessor. Setbacks and lot coverage will be considered in such requests.

One tent may be set up on the Leased Property for short-term use (1-2 weeks), as long as the lot line setbacks and lot coverage restrictions are maintained and the dates of use are shared with Lessor prior to it being set up. If Lessee wishes a tent on the lot for an extended period of time (more than 2 weeks), Lessee must obtain Lessor's prior written approval (which approval may or may not be denied in Lessor's sole discretion).

(7.1) **Vehicles** - A maximum of 2 vehicles can be parked on the Leased Property as long as the lot line setbacks are maintained, and the vehicles are not designed for use to provide accommodation.

(7.2) **Business Activity** - Business activity that requires the leaseholder to regularly receive clients or customers on Wesley Acres property, including leased lots and trailer/mobiles on leased lots, is not permitted without prior written approval from the Lessor.

(7.3) **Landscaping** - Landscaping, flowers beds etc. must set back from the road at a minimum of 10 feet.

- (8) **Indemnities** – the Lessor assumes no responsibility for, nor shall Lessor be liable for any loss through fire, theft, park closures due to circumstances beyond control of the

Lessor including an “act of God”, flooding, power outages, forest fires, sewage or water system failures, nor shall the Lessor be legally responsible in any way for any loss or damage howsoever occurring to any property of Lessee including, without limitation, trailers, additions, improvements or cars or their contents, regardless of cause. The Lessee agrees that the use of the Leased Property, the Lessor’s Lands and/or WAI’s Lands or its facilities is solely at the risk of himself, his family and guests. The Lessee, his family and his guests, for themselves, their heirs, executors, administrators, successors and assigns HEREBY RELEASE, WAIVE AND FOREVER DISCHARGE the Lessor, his 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 Leased Property and use of the Lessor’s Lands or WAI’s Lands 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 Lessee 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 Lease.

- (9) **Improvements to Leased Property** – to present all plans, budgets and specifications of any recommended renovations, improvements, additions (including placing significant movable property such as a trailer or shed) or significant capital expenditures in respect of the Leased Property to Lessor for approval prior to any commitments in respect thereof by downloading or picking up the appropriate application form, completing it together with diagrams and submitting it to the Office. If and to the extent approved by Lessor, Lessee shall obtain all permits and other consents and approvals as may be necessary for such work to be performed by Lessee or those persons, firms or corporations performing such work on behalf of Lessee. Any municipal or Lessor permits must be clearly visible while enhancements are being made. Lessee shall comply with all applicable building by-laws and codes, and such other statutes and regulations of any federal, provincial, municipal or other governmental authority that may apply to any work done and the regulations of Lessor with respect to same as may be in force from time to time. Any costs incurred by Lessee in connection therewith, including relevant financing charges, shall be the responsibility of Lessee. Movable property or residential dwellings or structures on the Leased Property shall become the property of Lessee.
- (10) **Good neighbour clause-** Any actions, repairs/modifications to trailers/mobiles, must adhere to lot line setbacks where applicable and take into consideration how any changes may adversely affect neighbouring Lessees. Permission and permits may be denied by the Lessor depending on the severity of the adverse affect.
- (11) **Construction Liens** – if any construction lien is registered against the Leased Property or WAI’s Lands as a result of work done and materials supplied thereto, to obtain and register a discharge of the lien within ten (10) days thereafter, and if Lessee fails to do so, Lessor may pay into court the amount required to obtain a discharge in the name of Lessee, and the amount paid, together with all disbursements and costs of the proceedings on a solicitor-client basis, shall be repayable by Lessee to Lessor and collected as rent in arrears.

- (12) **State of Lease** – at the request of Lessor, to certify or acknowledge to any existing or proposed mortgagee of WAI's Lands the status and validity of this lease and the state of Lessor's and Lessee's account under this lease.
- (13) **Subordination of Lease** – to execute promptly upon request by Lessor any instruments, agreements, certificates or postponements which may from time to time be required to give effect to the subordination of this lease to any mortgage provided any mortgagee provides a non-disturbance agreement to Lessee if such Lessee is not in default of his obligations hereunder and such Lessee requests such a non-disturbance agreement. Lessee further covenants not to register the lease or a notice of the lease against the title to WAI's land.
- (14) **Sublease** – to not sublet the Leased Property other than with the prior written permission of Lessor after completing **Application to Rent Trailer**, available at the office. Lessee will follow conditions for subletting contained in lease application or renewal notice.
- (15) **No Lien or Encumbrance** – not to pledge, mortgage, hypothecate or otherwise encumber the Leased Property. This does not apply to property of the Lessee such as movable property or residential dwellings or structures on the Leased Property.
- (16) **Multiple Lots** – upon agreeing to lease a second lot, to, within 90 days from the date of such Lease, either sell the trailer on the Lessee's initial lot to an approved Lot Leaseholder, or to return the empty lot to Lessor. Unusual circumstances may arise, in which case Lessor may, at its discretion, grant an extension to the 90-day deadline.
- (17) **Camping Season** - unless extended-season use has been approved, to occupy the trailer on the Leased Property only during the trailer-park season from park opening date of May 1<sup>st</sup> until October 31<sup>st</sup> in any year. Due to Ontario winters, services such as water/hydro etc., may be turned off earlier than October 31, and may not be turned on as of May 1. The lot lease holder may store their trailer on the leased lot for the non-camping period, at no additional cost as long as the lot lease is in good standing. All other applicable sections of this Lease will apply for the entire calendar year.
- (18) **Extended Season** - If the Leased Property is approved in writing by the Lessor to be suitable for extended season use (which approval may be made or revoked from time to time and at any time by the Lessor) and if agreed to by Lessor and Lessee in the lease application or renewal thereof, to pay the extended-season supplement and to not occupy the trailer during any month not in the camping season or extended season agreed to. For the purpose of this Lease the camping season shall be understood to include the months of May, June, July, August, September, and October of any particular year. For the purpose of this Lease the extended season shall be understood to include the months of April, November, and December of any particular year. Extended season applications are only valid for the current calendar year and are not to be carried over to the following calendar year. Any previous extended season applications or cases where exceptions to this policy have been granted, that do not have clear and specific date parameters identified, are not grandfathered and are not to be understood to remain in effect year over year, and are hereby revoked and of no further effect. All extended season applications and special exemption requests must

be made on an annual basis. Any special exemption to this policy must be approved by Executive Director in writing and have clearly identified date parameters.

- (19) **No Assignment** – to not assign the lease under any circumstances, and to notify Lessor at least 30 days prior thereto of Lessee's intent to terminate this lease.
- (20) **Observance of regulations** – to observe the provisions and requirements of all statutes, orders-in-council, by-laws, rules and regulations, of any federal, provincial or municipal authority or other governmental authority relating to the Leased Property and WAI lands and such rules and regulations as established by WAI or Lessor from time to time, including those described in Appendix A hereto.
- (21) **Amendments** – the Lessee hereby acknowledges receipt of and agrees to be bound by the terms and conditions of this lease including all schedules and appendices attached hereto, the terms and provisions of which may be reasonable established or at the discretion of the Lessor modified or amended from time to time. The provisions of this Lease and any Rules are subject to compliance with the provision of the Human Rights Code. Amendments to this Lease, at the sole discretion of the Lessor, may be instituted with written or electronic notice to the Lessee. If the Lessee objects to the amendment to this Lease, the Lessee may, upon written notice to the Lessor within seven (7) days of receipt of such amendment, terminate this Lease and upon such termination shall surrender the Leased Property in the state and condition required hereby, and leave the Lessor's lands within thirty (30) days of delivery of written notice to the Lessor with no penalty.

### 3. COVENANTS OF LESSOR

Lessor covenants with Lessee as follows:

- (1) **Quiet Enjoyment** – that Lessee, paying the rent and performing the covenants of Lessee hereunder, shall peaceably hold the Leased Property during the term of the lease and any renewals without any interference by Lessor and that Lessee shall have the right of entry and exit for himself or herself and his or her invitees and guests to and from the Leased Property over WAI's Lands designated for such purposes. Such right of entry and exit shall be shared with other lessees of Lessor and WAI and their invitees and guests.
- (2) **Use of WAI's Lands** – Lessee, his invitees and guests, shall have the right to use the Leased Property for a trailer for seasonal accommodations, recreation or purposes incidental thereto that are consistent with a trailer park, and to use WAI's Lands that exclude the Leased Property, all in accordance with the rules and regulations of Lessor and WAI in force from time to time provided such use does not disrupt or otherwise unreasonably interfere with the programs and activities of Lessor or WAI, its agents, invitees, or other lessees. Except for reasonable charges for food, accommodations or programs associated with use of WAI's Lands, neither WAI nor Lessor shall charge Lessee, his invitees or guests for use of WAI's Lands that exclude the Leased Property.
- (3) **Utilities** – to provide basic lot services, namely water, sewer and electricity, to the Trailer.

- (4) **Taxes** – to pay all taxes and assessments with respect to Lessor’s Lands save and except those which are the responsibility of Lessee.
- (5) **Maintenance of Lessor’s Lands** – to properly maintain Lessor’s Lands, facilities and buildings located thereon, other than those of Lessee, in a safe and good repair and condition for the use and enjoyment of Lessee, his invitees and guests.
- (6) **Improvements to Leased Property** – to consider, modify, approve or disapprove, on a timely basis any plans, budgets and specifications for any renovations, improvements, additions or significant capital expenditures in respect of the Leased Property presented and recommended by Lessee as contemplated within paragraph (9) of section 2 of this lease.
- (7) **Sale by Lessee to:**
  - a. not prevent or obstruct the movement of movable property of Lessee off of the Leased Property for removal from WAI’s Lands;
  - b. post any property on the Leased Property that is for sale on the posted for-sale list;
  - c. to use reasonable efforts to assist with the sale of seasonal trailer as appropriate, provided same does not result in any costs or expenses incurred by Lessor.

#### **4. REMOVAL, STORAGE OF PROPERTY AFFIXED TO LEASED PROPERTY**

At any time throughout the term of the lease, provided Lessee is not in default of his obligations pursuant to this Lease and provided Lessor has approved the removal in writing, such approval not to be unreasonably withheld, Lessee shall be entitled, at his expense, to remove property affixed to the Leased Property provided such removal does not disrupt or otherwise interfere with the programs and activities of WAI or Lessor and provided further such removal is done in a good and workmanlike manner, all debris is removed from the Leased Property and the Leased Property is left in substantially the same condition as prior to the construction of the affixed property or as otherwise directed by Lessor. If, upon termination of this lease, Lessee has not sold the trailer and other structures on the Leased Property to a new Lot Leaseholder, Lessee shall remove the trailer and other structures on the Leased Property from WAI’s Lands within fourteen (14) days. If such property is not so removed, Lessor may remove the property at Lessee’s expense, and such property shall become the property of Lessor.

In the event that Leased Property shall be repossessed under the terms of this Lease, any goods including any trailer that the Lessee has left on the site shall be deemed to be an article as defined by the Repair and Storage Liens Act, R.S.O. 1990, c. R.25, (hereinafter referred to as (the Act), may be removed by the Lessor, who shall be deemed to be a lien claimant and storer under the Act, to whatever location the Lessor deems appropriate and the Lessor in such removal and storage will not be responsible for any loss or damage to such goods. The Lessee 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 Lease and the Lessor may recover costs and/or monies owing in accordance with the provisions of the Act.



## 5. BANKRUPTCY, INSOLVENCY OF LESSEE

If the term hereby granted shall be at any time seized or taken in execution or in attachment by any creditor of Lessee or if Lessee shall make any assignment for the benefit of creditors on becoming bankrupt or insolvent or shall take the benefit of any act that may be enforced for bankrupt or insolvent debtors, any rent or other charges then due and owing hereunder shall immediately become due and payable and the said term shall immediately become forfeited and void, and in such case Lessor may at any time thereafter enter into and upon the said Leased Property and repossess and enjoy the Leased Property including any property affixed thereto as of its former estate, except for property of Lessee, or his creditors or assignees, affixed to, or located on, the Leased Property, anything herein contained to the contrary notwithstanding. In such circumstances, Lessor may require that property of Lessee, or his creditors or assignees, affixed to, or located on, the Leased Property be removed from WAI's Lands within 30 days. If such property is not so removed, Lessor may remove the property at Lessee's expense.

## 6. DEFAULT OF LESSEE

(1) **Default of Lessee.** Any failure to remit any payments required under the terms of this Lease and any breach of any of the rules, including those detailed in Section 2(6) above, of the Lessor's Lands or WAI's Lands by the Lessee, his immediate family members, guests, visitors or other persons attending at the Lessee's site, shall be deemed to be a breach of this Lease and this Lease may be immediately terminated at the option of the Lessor. If such breach is determined, the Lessee will meet with the Executive Director and chair of Lessor's board within 7 days, to determine an immediate solution to the matter. If the matter has not been immediately remedied to Lessor's satisfaction, then, the matter shall constitute a default pursuant to this Lease and Lessor shall be entitled to pursue the remedies available to it as set out in Section 6 of this Lease.

(2) **Distress.** Lessee waives the benefit of any present or future statute taking away or limiting Lessor's right of distress, and agrees that none of the goods and chattels of Lessee on, or affixed to, the Leased Property is exempt from levy by distress for rent in arrears.

(3) **Lessor Rights.** In the event of any default of any of the terms and conditions of this Lease, including a breach of the Lessor's Land or WAI's Land Rules and Regulations, and except where otherwise stated, the Lessor shall have the following rights:

- a) On fourteen days (14) prior written notice of default delivered, or deemed received under the terms of this Standard Trailer Lot- Lease Agreement, to terminate this Lease and re-enter upon the above site and repossess it.
- b) To sue for any overdue payments or damages arising out of a breach of this license together with interest, in accordance with the rates prescribed by the *Courts of Justice Act*, R.S.O. 1990, c. C.43, 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.

(4) **Demolition.** If the Lessee has not met the requirements of Section 4 (Removal, Storage of Property Affixed to Leased Property), the Lessor is entitled to re-enter the Leased Property. Lessor shall have the right to demolish property affixed thereto, upon first providing fourteen (14) days written notice to Lessee of its intent to do so. At any time prior to the demolition of such property, Lessee shall be entitled to put this lease in good standing by paying to Lessor all rent then in arrears together with all costs incurred by Lessor by reason of Lessee's default under this lease, whereupon Lessor shall discontinue any demolition proceedings.

(5) **Non-waiver.** Any condoning, excusing or overlooking by Lessor of any default, breach or non-observance by Lessee of any covenant, proviso or condition herein contained does not operate as a waiver of Lessor's rights hereunder in respect of subsequent defaults, breaches or non-observances and does not defeat or affect in any way rights of Lessor herein in respect of any subsequent defaults or breaches.

(6) **Overholding.** If Lessee continues to occupy the Leased Property after the expiration of this lease with or without the consent of Lessor, and without any further written agreement, Lessee shall be a monthly Lessee at the rent and on the terms and conditions herein set out except as to length of tenancy.

## 7. EXPROPRIATION PROCEEDINGS

In the event Lessor's Land is subject to an expropriation proceeding by any federal, provincial or municipal authority, Lessee herein, together with all other lessees of Lessor's Land, shall be notified by Lessor of the expropriation proceedings and given a reasonable opportunity to participate in the said proceedings.

## 8. LAWS OF ONTARIO

This lease shall be interpreted in accordance with the laws of the Province of Ontario.

## 9. NOTICES

The address for notification to the Lessee of a Notice to be given under the term of this Lease, or otherwise, shall be at the permanent home address of the Lessee as set out above and the Leased Property, unless written notice of a change has been given by regular first-class mail or electronic mail as provided by the Lessee. Any notification pursuant to the terms of this Lease shall be deemed to have been received five (5) working days after it is mailed by regular mail, by electronic mail, or immediately if delivered to an apparently adult person at the address or Leased Property.

## 10. GENDER AND NUMBER

Wherever the singular and masculine are used throughout this Lease, the same shall be so construed as if the plural or the feminine had been used where the context or the party or parties hereto so require, and the rest of the sentence shall be construed as if the

necessary grammatical and terminological changes thereby rendered necessary had been made.

## Appendix A

In this Appendix A to the Standard Trailer-Lot-Lease Agreement, terms in this Appendix have the same meaning as in that Agreement.

Lessor has adopted two different trailer-lot classifications: Interior and Waterview.

**Waterview lot** – water view is not materially obstructed by a building or trailer.

**Interior lot** – water view is materially obstructed by a building or trailer.

Lessee agrees to comply with the following conditions and requirements.

- (1) **Sale by Lessee** – The Lessee shall notify the Lessor that the trailer on Leased Property is for sale or for use on the Leased Property by any other person, or leased property of another Lot Leaseholder, and only conduct such a sale to a purchaser previously approved as a Lot Leaseholder by the Lessor. The sale is negotiated between two parties. (This includes costs associated with lease, taxes, utilities, etc.). Any taxes not paid at the time of the sale will be the responsibility of the new Lot Leaseholder. The onus rests with the buyer to confirm with the Office that there are no outstanding invoices on the trailer in question. The Lessee will notify the office of the terms of the actual sale. Lessor assumes no responsibility for the transaction. The Lessee may not assign Lessee's interest under the Lease to the new Lot Leaseholder. The Lessee will notify the office of the terms of the offer to purchase. Lessor has a right of first refusal exercisable within three (3) business days from receipt of the Lessee's notice, and may buy the trailer from Lessee on the terms in the offer to purchase. The new Lot Leaseholder must enter into a new lease with Lessor as a condition precedent for any sale of the trailer on the Leased Property to the Lessor pursuant to the right of first refusal.

Lessee must pay a fee of 5% of the sale price (Administration Fee determined by the Bill of Sale) to Lessor on the sale of Lessee's trailer for use on the Leased Property.

In connection with that new lease, the new Lot Leaseholder will be informed that the Lessee must pay the Administration Fee on the sale of Lessee's trailer. The new Lot Leaseholder will be informed that if the new Lot Leaseholder does not withhold the Administration Fee from the purchase price and pay this fee to Lessor on behalf of the Lessee, and if the Lessee does not pay the fee within ten days of sale, the Administration Fee will be added to the first lease payment under the lease between the new Lot Leaseholder and Lessor.

- (2) **Application Process to Build, Install, Remove, Renovate or Move**

When an application is received to build, install, remove, renovate or move anything on, or from a Leased Property, the following is the process to manage the application:

**The Request:**

- Download the application form; or
- Come by the office to receive detailed forms; and
- Complete the forms including diagrams; and
- Deliver the completed application to the office.

### **The Review**

- Office confirms the details
- Chair of Lessor's board and management receive the documents
- Staff may be called on to assist with information
- Application may be adjusted as needed

### **The Authorization**

- Lessor board and/or management will give final approval or denial of request (not to be unreasonably delayed); Note: Every attempt will be made to expedite the process, but it may take some time depending on the circumstances.

### **Moving Trailers – New and existing**

All trailer movement, new and existing, must be pre-approved by management. Any trailer being moved without prior written approval risks being re-directed to the holding field and denied placement on a lot until all appropriate approvals have been obtained. Any additional costs associated with the movement of the trailer, except those camp costs required to provide basic services will be the sole responsibility of the Lessee.

## **(3) Lot Regulations**

- (a) **Measurement:** The fee for all lot measurements is \$50 for lots that have not been surveyed. This fee is normally charged to the individual requesting the measurement, or any leaseholder who did not conform to the applicable guidelines in place at the time the modifications were made. All lots are measured from the road.
- (b) **Setback Guidelines for Trailers and Additions:**
- i) By definition, this is the open area between a structure and the property line. It is measured from the property line to the outside edge of the trailer, tip-out, stairs, deck or other extensions from the trailer.
  - ii) Conformance to setback guidelines is vitally important to the enjoyment and aesthetic appearance of Lessor's Lands. These guidelines have been established by the Municipality and Lessor and will be enforced by it. These guidelines also dictate the maximum size of trailer that can be placed on any given lot.
  - iii) Since lot sizes vary, setbacks are always measured from the outside edge of the property line to the edge of the Trailer/tip-out/extensions.
  - iv) Every structure must be located a minimum of 3.0m (10 ft) from the front of the Leased Property, 1.5m (5 ft) from the back of the Leased Property, and 1.5m (5 ft) in from both sides of the Leased Property.
  - v) In some rare circumstances (when trees or other natural obstacles are present on a specific lot), the Executive Director may provide a written exception for a specific lot regarding the setback requirements. Such special circumstances should be identified by the applicant on the initial application

form for a new trailer or addition thereto. A copy of the written exception will be retained as part of the Lessee's file.

- vi) Failure to conform to setback guidelines for all new Trailers/additions will require that the Trailer/addition be brought into compliance immediately, the cost of which will be paid by Lessee.

ABSOLUTELY NO EXCEPTIONS will be made for new trailer/additions unless advanced Exception Approval has been obtained from management based on special circumstances (such as trees or other natural obstructions that affect trailer placement on given lot).

- vii) Specific setback requirements will be noted on all New Trailer/Addition Approval Request Forms when they are approved.
- viii) Trailers positioned before January 2005 are grandfathered until moved. Once moved in any capacity, they must conform to the current guidelines.

- (c) **Lot Coverage** – no more than 50% of the Leased Property may be covered by structures, which includes any space that is obstructed from the ground to the sky, and at least 40% of the Leased Property must be Landscaped Open Space, defined to mean open unobstructed space from ground to sky at finished grade which is on a lot accessible by walking from the street on which the lot is located and which is suitable for the growth and maintenance of grass, flowers, bushes and other landscaping and includes any natural existing vegetation, surfaced walk, patio or similar area but does not include any driveway or ramp, whether surfaced or not, any curb, retaining wall, parking area or any open space beneath or within any building or structure.

**i) Lot Maintenance:** Lessee is responsible for the general upkeep of the lot, which is primarily mowing but may also include personal gardening. Lessor will mow unsightly lots at the expense of Lessee.

**ii) Natural Habitat:** Trees and shrubs may not be cut down except with written permission from Executive Director or Park Manager, regardless of location – shoreline, greenbelt, forest, and any major trees/shrubs situated on Leased Property. This does not include regular maintenance and pruning of personal plants on the Leased Property nor include personal gardening, which falls under expected lot maintenance.

#### (4) **Specific Trailer Requirements**

- a) **Size Restrictions:** There is a 13.7m (45 ft.) maximum size for travel trailers or park models, provided set-back requirements are met.
- b) **Holding Tanks:** In-ground holding tanks are not permitted.
- c) **Skirting:** Travel and Park Model trailers may have skirts, provided that the skirting material is aesthetically pleasing.

- d) **Wheels/Tongue:** Wheels or tongues may not be removed from travel trailers. The wheels and tongue may be removed from park model trailers.
- e) **Keys:** Lessee must provide the Office with a key to the Trailer for emergency use or as directed by the Lessee
- f) **Signage:** Lessee must display their name and 911 number on their property/trailer. The sign must be easily read from the street and must remain visible year-round. If no sign is posted, one will be provided by Lessor and the cost will be billed to Lessee.
- g) **Safety:** Any refrigerators or freezers not inside the Trailer must be in a locked shed to avoid being a hazard to children.

(5) **Factory-Built Florida Rooms**

- a) **Installation and Proper Permits:** Florida Rooms that are specifically engineered for travel trailers and park models are permitted if pre-approved by management. Installation must be done by qualified professionals, and must adhere to all permits and municipal codes for final approval by the local building inspector (i.e. support structure, electricity, etc.).
- b) **Size Restrictions:** Florida Rooms can be up to 3.7m (12 ft.) wide, measured from the body of the trailer, to a maximum current lot coverage percentage as defined by the current municipal guidelines in effect at the time of the proposed addition and subject to the conditions on **Lot Coverage** herein above.
- c) **Snow Loads:** Approved Florida Rooms must be able to withstand typical snow loads experienced on WAI's Lands, which should be discussed with the manufacturer before purchasing the addition.
- d) **Compliance:** Any Florida Rooms grandfathered for non-compliance within current guidelines will remain grandfathered until such a time as the Florida Room or Trailer is moved or modified, at which time the final result must be in compliance with the guidelines at that time.

(6) **Policies Regarding Enhancement and/or Modifications**

- a) **Approvals:** Any modifications to the Leased Property must receive prior written approval from management and must conform to current municipal and standard lease terms.
- b) **Decks:** Decks must conform to municipal code and setback and lot guidelines. The County requires a permit for all deck builds.
- c) **Fences and Hedges:** New fences are not permitted on the Leased Property. Hedges over 61 cm (24") high are not permitted. Existing fences and hedges are grandfathered.
- d) **Sheds:** Sheds shall not exceed 10 square meters. (108 sq ft.) area and no side wall shall exceed 3.7 m (12 feet) in length with a maximum peak height of 3.0m (10 feet) measured from the ground. Only 1 shed is permitted per lot. Any existing exceptions are grandfathered until any modifications to, or relocation of the Trailer on, the Leased Property. Sheds must be built to withstand four-season weather conditions

and must not cause a violation of the lot coverage constraints. Costs to ensure that sheds are fully compliant are the sole responsibility of the lot lease holder.

- i) New or rebuilt sheds should be located at the rear of the Leased Property, if space permits, with a minimum clearance of 0.6m (2 ft.) on all sides from the shed's eave to the lot line and five feet from lot line if adjacent to a road.
  - ii) Lessor assumes no responsibility for damage to sheds that need to be relocated to allow maintenance or upgrades to the water and electrical systems. With sufficient notice, Lessee will be responsible for moving the shed.
- e) **Fire and Fire Pits:** Campfires are subject to Ministry of Natural Resources and Prince Edward County Fire Department regulations, and any seasonal restrictions that may from time to time be put into place. Lessee must comply with any such fire restrictions in force in the area and check the fire ban sign by the Welcome Centre before lighting a campfire.
- i) All fire pits must be set away from any Trailer, building, deck, or shed by a minimum distance of 3 m (10 ft.).
  - ii) Lessee must ensure that a fire pit is able to safely contain the fire.
  - iii) Fires **MUST** be attended at all times.
  - iv) Fires **must be completely extinguished** before leaving the fire area.
  - v) If a fire is left unattended, leaseholder or guests will be contacted and asked to douse the fire appropriately. Management will be informed of all incidents around unattended fires. Consequences may include non-renewal of Lessee's lease the following year.
- (7) **Docks and Waterfront Guidelines**

- a) **General:** The waterfront surrounding WAI's Lands is there for the enjoyment of all residents and visitors. Ministry of the Natural Resources, Federal Fisheries and Oceans, and Quinte Conservation Authority guidelines apply. Lot Leaseholders who have approval from Lessor to construct a dock on a specific registered space are not allowed to do whatever they wish to this parcel of land. The waterfront is highly visible to the West Lake community, requiring strict enforcement of Government guidelines, which both Lessor and WAI are committed to upholding. Lessee must be familiar with all relevant guidelines before Lessee plans to build a dock. Failure to do so may result in substantial cost implications for the registered dock owner to restore the shoreline to its original state.
- b) **Private Docks:** Lot Leaseholders' docks are **private property** and should be treated as such. Dock owners will be clearly identified on a standardized signpost that will also include the dock registration number. This data is kept on file in the Office.
- c) **Leasing of a Dock Site:** Dock sites can be leased by Lot Leaseholders on an annual basis at the discretion of Lessor.
  - i) Lessee must apply at the Office. Applicants' name will be added to a waiting list, pending dock availability. Due to the limited spaces for docks, Lot Leaseholders are encouraged to share their docks.
- d) **Approvals:** Lessee is required to obtain all necessary approvals from the office by submitting a **Waterfront Dock Registration Form** (application forms at the Office). Annual dock fees must be paid in full, and Lessee must post a sign on their dock



stating their registration number and name. This post must be placed at the specified dock location (not on the greenbelt).

- e) **Dock Spacing:** Docks should be built to ensure a minimum distance of 9.1m (30-ft) from centre of dock to centre of neighbouring dock. Due to weather conditions, this spacing has been expanded to 10.7m (35ft) on the south shore docks. If required, due to extenuating circumstances, at the discretion of the Lessor, with agreement from neighbouring dock owners, a variance of no more than 1.5m (5 feet) below the minimum spacing requirements may be granted.
- f) **Size of Dock:** The length of the dock is at the discretion of Lessee, bearing in mind the length can impede boat traffic. It is prudent to install lights or reflectors at the end of a long dock. Docks may not exceed 122 cm (48") in width. A shoreline platform not exceeding 3.7m x 2.4m(12 ft x 8 ft) may be installed between the shoreline and the first section of dock to provide a sitting area and place for a storage box. The first section of dock to be centred within the platform area unless natural obstacles prevent this. Camp staff will address non-compliance issues that are not fixed within 10 days after notification, at the sole expense of the Lessee.
- g) **Maintenance:** Lessee is fully responsible for the safe maintenance and management of Lessee's dock and any related equipment. Lessee should make all reasonable attempts to ensure that Lessee's dock is aesthetically acceptable.
- h) **Shoreline/Waterfront:** Lessee is also responsible for the waterfront on which Lessee's dock is located. This includes garbage collection, non-pollution precautions (i.e. no gas spills), and basic shoreline preservation.
- i) **Shoreline/Dock Modifications:** The shoreline is the natural habitat for many creatures, and modifications to it or the destruction of it threaten the delicate balance of the eco-system, both on land and in the water. Only minimal interruption of the shoreline is allowed in order to access a waterfront dock, and any modification to the shoreline or construction of a dock must have a posted Lessor permit specifying exactly what is permitted. Any specified shoreline work will be completed by Lessor, maintenance staff or Lessee, and allocated charges will be the responsibility of Lessee. The dock or its access should only encroach on the shoreline a few feet.
- j) **Approval for Modifications:** Any work to the shoreline/waterfront must be preapproved through the submission of a **Waterfront Modification Evaluation Request** form (available at the Office). Shoreline clearance or modification work may be completed by Lessee, but staff of WAI or Lessor will inspect it to ensure that any shoreline modifications are in strict compliance with this Lease and government requirements. Any work that has not been approved and has not been corrected after notification, will be corrected by camp staff at the sole expense of the Lessee.
- k) **Dock Construction:** All construction and related expenses are the sole responsibility of Lessee. Work can only be done by Lessee (or designated third parties) who have registered with the Office, and who have an approved **Waterfront Modification Evaluation Request** as defined above. Nothing about the dock or its access should encroach physically or visually on the greenbelt. Hand railings may be visible at the top of the bank but should not extend into the greenbelt area.
- l) **Boathouses:** Boathouses are not permitted.
- m) **Storage boxes:** Storage boxes are permitted for use on docks but must be 76.2 x 76.2x 137.2cm (30 x 30 x 54 in) or smaller. Only one storage box is permitted per dock.

- n) **Non-Compliance:** Lessee must ensure that his or her dock is in full compliance with all municipal/provincial guidelines, as well as all current Lessor guidelines. U-shaped docks may be permitted, upon written approval from the Lessor, provided that minimum dock spacing requirements are maintained and rationale is provided in the approval request. U-shaped docks that are installed without prior written approval will be considered non-compliant.
- o) **Ministry of Natural Resources:** The Ministry of Natural Resources is very specific about the preservation of shorelines and the minimization of dock impact on the aquatic system. Under no circumstances should the shoreline ever be levelled or cleared completely to make way for a dock or waterfront complex.
- p) **Public Facilities:** WAI provides and maintains several waterfront areas, including a boat launch, for use by Lot Lease owners or their guests. These areas are clearly marked as CAMP areas. Please read and adhere to any posted rules at each individual location. Please report any safety or maintenance concerns to the office.