

St. Clair Township

Department of Community Services

Transient Camper Facility Rental Contract

Conditions of Use

St. Clair Township Campgrounds

Transient Camper Rules & Regulations / Code of Conduct

The rules in the Camper Handbook/Code of Conduct are intended to promote safety and to make the camping experience a pleasant one for you and your neighbours. If you do not understand any rule, please discuss it with Campground Management. Violation of a specific rule which management, at its discretion, determines to be detrimental to the Campground, its staff, or its other guests may result in sanctions. Possible sanctions include, but are not limited to, temporary loss of camping privileges, termination of the Transient Camper Rental Contract, and immediate expulsion from the Campground.

Please take time to review these Rules and Regulations and the Code of Conduct, ask questions if you need clarification, and do your best to be a good neighbour.

By placing my signature on this Facility Rental Contract, I agree on behalf of myself and my guests to abide by all the rules and regulations as set out in this document by the Corporation of the Township of St. Clair. I also take full responsibility for any damage done to campground property or private property by myself and/or my guests and/or my pets and agree to cover any costs incurred. I also agree on behalf of myself and my guests, that the Corporation of the Township shall not be held responsible for theft of property or property damage as a result of fire, vandalism, acts of God, or the actions of other campers.

General Terms & Code of Conduct

1. Please be aware that all cancellations are subject to a 20% cancellation fee and any cancellation made within 48 hours of the scheduled reservation is subject to 100% cancellation fee. Camping is an outdoor experience. Therefore, no reimbursement will be approved for discomforts of nature including rain, snow, temperature change and insects.
2. All federal, provincial, and municipal laws apply while on St. Clair Township properties (Mooretown Campground, Cathcart, and Branton-Cundick Campgrounds), including directives from the federal and provincial governments and public health officials pertaining to any pandemic / epidemic and or Natural Disaster situations.
3. St. Clair Township is not responsible for any lost, stolen, or damaged property.
4. No person shall willfully damage any public or private property, buildings, or other facilities.
5. Requests for police, fire, and ambulance services should be made by calling 911. Please also inform park staff of any disturbances or emergencies.
6. Verbal or physical abuse or threatening behavior toward St Clair Township staff or other Campground users will not be tolerated and will result in immediate eviction from the campground.

7. No Nudity allowed on St. Clair Township Property.
8. Fire cannot be left unattended.
9. The possession or use of drones for personal or recreational use is strictly prohibited.
10. The possession or use of a slingshot, air rifle, firearms or archery equipment is strictly prohibited. Use or possession of the above may result in charges under the law and/or immediate eviction.
11. No person shall possess or ignite fireworks. Anyone who violates this will be evicted.
12. Off-road Vehicles (ATV's, snowmobiles, etc.) are not permitted within any of St. Clair Township's Campgrounds. The use of E-bikes is permitted on roadways only. All other power-assisted, low speed vehicles are not permitted except for single rider assistive devices.
13. Consumption of alcohol is permitted on registered campsites only. Transporting alcohol off your campsite is not permitted.
14. Consumption of cannabis and tobacco is permitted on registered campsites and in open spaces, like trails and parking lots. Smoking or vaping of cannabis, tobacco is not permitted in enclosed public spaces, washrooms, shelter areas, within 20m of a playground or sporting area (such as horseshoe pits, volleyball courts, etc.), in a golf cart, or within pool enclosures.
15. Cultivation of cannabis is prohibited within all St. Clair Township Campgrounds.
16. All visitors are to park in designated parking areas. See campground staff for details. Visitors must vacate the property by 11 p.m. nightly.
17. No excessive noise or disturbance permitted at any time. Quiet hours are from 11:00 pm to 8:00 am. No audio devices, musical instruments, etc. during quiet hours. Generators are prohibited within the campground; permission may be granted under certain circumstances. If any loud noises disturb you after 11:00 pm contact the Ontario Provincial Police "non-emergency 24 hour toll free" phone #: 1-888-310-1122. No outside guests or visitors are permitted in the campground after 11:00 PM.
18. Pet owners must comply with all provincial legislation and local animal control bylaws. Pets are prohibited in washrooms, showers, buildings, pool or pool enclosures unless they are designated service animals and is wearing a service animal vest. No more than two pets are permitted on a single campsite. All pets are to be on a leash that does not exceed 2 meters (6 feet) at all times. Owners must clean up after their pets. No pets shall be left unattended or permitted to disturb others. Pet owners must ensure their pet does not make excessive noise. Aggressive/inappropriate behavior of a pet will result in immediate removal of the pet from the Campground.
19. **CAUTION:** Mooretown's Pool is unsupervised. Parents/guardians are responsible for the supervision of their children. Bathers under twelve years of age are not allowed within the pool enclosure unless accompanied by a parent or with an agent who is not less than sixteen years of age. Swimmers will be required to follow St. Clair Township's Public Swimming Admittance Procedure. No glass or food allowed in the swimming pool area. Everyone within the pool enclosure must follow the posted rules. Mooretown Pool is an amenity for Mooretown Campers who hold an active camping contract and their guests. Swimming Pool schedule is subject to change without notice. If the Mooretown Pool is closed, there is no entitlement to compensation.

20. Campers must provide St. Clair Township staff or its designated representative's access to the campsite for maintenance, operations, servicing, development, and security.

21. Contract holders are permitted the use of video surveillance equipment on their sites only in conjunction with the following:

Consistent with all applicable laws including but not limited to Township By-laws and the Canadian Charter of Rights and Freedoms. The video surveillance equipment is only pointed in directions which include the site listed in the above rental contract. If and when requested, the contract holders must provide St. Clair Township staff with immediate proof that the cameras are only pointed in the direction which includes only the site listed in the above rental contract. For example, the contract holder will be required to show immediate viewing of live footage showing that the cameras are not pointed in any direction that may impose on another camper or guests' site or activities.

22. Smoke/Carbon Monoxide Alarms: It is the law to have a working smoke alarm and carbon monoxide alarm in your camping unit. All alarms should be tested monthly and after any absence for more than a few days. Replace alarms as required by legislation.

23. Propane cannot be stored inside either the camping unit or a shed. It must be stored outside in a ventilated area. Propane heaters are not permitted for camping units, sheds, or tents.

24. Campground pavilions may be rented and paid for at the campground office. Please go to campground office for rates. Alcohol is NOT permitted in pavilions.

25. Dump Station should try to be avoided between the hours of 4:30pm – 7:00pm. Please try and avoid dumping on the weekends if possible. All campers are required to use appropriate portable sewage tanks. No sewage or grey water may be dumped from the camping unit except in designated dumping stations. Permanent underground grey water or sewage tanks are prohibited. All wastewater connections and equipment are subject to inspection by St Clair Township Staff.

Permit Holder Responsibilities

26. Permit holders must be at least 18 years of age and be the primary occupant of the site.

27. All campers are required to have their camping unit insured and must provide proof of insurance (including liability) if asked by St. Clair Township Staff. The Insurance for the camping unit must be valid for the entire time your camping unit is on St Clair Township property.

28. Permit holders must ensure that all individuals occupying the site do not interfere with quiet, peaceful use and enjoyment of St. Clair Township lands by other campers and Campground visitors.

29. The Contract authorizes one family to occupy the transient site designated on the contract. There must be an adult of at least 18 years of age accompanying the group on site. Maximum of 6 people to a site.

30. Subletting or renting camping units and/or sites is strictly prohibited.

31. Speed limit is 15km maximum in all campgrounds. Vehicles must be operated in a way that respects the Highway Traffic Act while within park boundaries. Passengers are not permitted to ride in the bed of a truck.

32. Permit holders shall restrict parking their own vehicles to their own site at a limit of 2 vehicles per site. Storage of utility camping units and boats on campsite can be parked on the site as a second vehicle, provided that the boat/utility unit is parked on the gravel pad and not on the grass, and provided that permission is obtained from St. Clair Township Management, which permission may be denied at the absolute discretion of St. Clair Township Management. Otherwise, additional Storage is available for a fee. All additional items will be provided a permit that must be placed on the item and visible for campground staff to see when they are out for their park tours. Please see campground office to find out what may be stored and the location of additional storage for your specific campground.

33. Cathcart Boat Mooring; The following provisions apply for all campers who wish to moor their boats at Cathcart. This amenity is available for Cathcart and Branton-Cundick Campers.

Spaces will be assigned to those wishing to moor their boats along the seawall at Cathcart Park only. This will enable campground management to know which docks are in use. Boat Mooring fees will be paid at the time of booking. St. Clair Township will not accept responsibility for damage or theft of boats or objects on the boats, nor will the Township be liable for those using the boats. Boaters are to be aware of the large swells that happen in the cut, and should secure said boat to compensate. Do not leave your boat in the water when you are away from the campground. No fastening or building any type of dock over the water or on shore. The installation of ladders must be approved by campground management and is the sole responsibility of the boater. Parking is only permitted for 15 minutes while loading and unloading and is permitted in visitors parking area only. No parking along roadway or boat ramp area is permitted. Do not leave valuables unattended on your boat. Subletting of docks is NOT permitted and if you are found subletting you will lose your mooring privileges without refund. Maximum length of boat for docking and boat ramp use is 18 feet (stern to bow).

Golf Carts

ONLY ELECTRIC GOLF CARTS PERMITTED.

34. Golf Carts are permitted for Transient Campers at all three St. Clair Township Campgrounds, such that the appropriate fee has been paid and liability insurance must provide coverage for the operation of golf carts.

35. All golf carts must have site number posted on the front and back of the vehicle (numbers must be at least 3 inches tall). A copy of St. Clair Township Golf Cart Rules must be signed by the site occupant annually, prior to use of golf carts.

Electrical/Water Use

36. Electrical service is provided to the main camping unit only. Any hydro cords must be one continuous cord between the camping unit and the power receptacle and must be properly rated for the campsite voltage.

37. Campground staff reserve the right to inspect, in conjunction with the provincial hydro authority, any electrical devices, and disconnect the electrical service as is necessary to protect persons & property, until such time that the camper/contract holder has rectified the deficiency. Any/all expenses incurred as a result of these deficiencies are the full responsibility of the camper/contract holder.

38. Additional appliances (ie. stoves, refrigerators, etc.) are strictly prohibited and will be monitored by staff.

39. Please conserve hydro by shutting off lights, air conditioners, etc. when camping unit is vacant. Abuse of the use of hydro will result in the hydro being shut off.

40. Washing of vehicles is not permitted. Lawn watering is prohibited without the approval of St Clair Township Staff.

Camping Equipment

41. A permit allows one recreational vehicle of any type. The camping unit must carry a certification seal signifying compliance with the CAN/CSA Z240 Standard for Recreational Vehicles.

42. All camping units must be oriented with the camping unit hitch assembly facing the road for easy accessibility. Removal may be requested at any time due to maintenance and/or safety concerns. Camping units must be maintained, road-worthy, licensed and easily removable from the site.

43. Where space permits, you are allowed up to three pieces of shelter equipment plus one dining shelter and a tarp on your campsite. Only one piece of shelter equipment can be a tent trailer, house trailer, motor home, or self-propelled camping unit.

44. Awnings will be allowed provided they can be rolled up and removed on short notice and with St. Clair Township approval. Awning cannot be a permanent structure. Roof installations and add a-rooms are not permitted.

45. Swimming pools, wading pools, hot tubs, outdoor spas, large recreational equipment (e.g. trampolines, personal playground equipment) are not permitted.

46. No permanent clotheslines are permitted. Portable, temporary clotheslines are permitted.

47. Fences are not permitted to mark the boundaries of campsites.

48. Equipment, furniture, or structures in poor condition or deemed to be unsafe or unsightly, as determined by St. Clair Township Management in their sole discretion, must be removed from the site at the direction of Campground Staff.

49. All lawn furniture must be designed for outdoor use and must be kept in good repair.

50. No decorations or ornamentation are permitted to be attached to the trees or vegetation of any kind (attach to deck, shed, or camping unit only).

Site Improvements

No campsite is to be disturbed, altered, or otherwise changed without written permission of St. Clair Township Management.

51. Fire pits are not to be moved.

52. Any improvements to the campsite (not limited to but including, deck, patio, shed, etc.) must be approved by St. Clair Township Management in advance. Absolutely no excavations are permitted. All approved constructed structures must meet St. Clair Township Building Codes.

53. Decks must be approved by Township Management prior to installation. One deck is permitted, and dimensions are restricted to the length of the camping unit and no more than 10 feet in width. Maximum deck height is 24 inches from the ground. The Corporation of the Township of St. Clair reserves the right to remove any or all decks that have not been approved or do not meet guidelines mentioned above. The permit holder shall be responsible for ensuring the deck and its contents do not hold the Corporation of the Township of St. Clair responsible for any damage to the deck. Decks must be free standing, built up to the camping unit, but not attached to the camping unit and must be constructed of materials intended for exterior use (pressure treated wood, patio stones, etc.)

54. One storage shed is permitted per campsite with Township Management approval prior to and after installation. The shed can be a maximum of 10 feet x 10 feet (or 100 sq. ft). All sheds must be constructed of weather-proof exterior material. The shed and its placement location must be approved by St. Clair Township Management prior to being placed on site. The Corporation of the Township of St. Clair reserves the right to remove any or all sheds that have not been approved or do not meet guidelines mentioned above. The permit holder shall be responsible for insuring the shed and it's contents and shall not hold the Corporation of the Township of St. Clair responsible for any damage to the shed.

55. Any contractor/worker hired by a contract holder to perform work on Township property must provide to campground Management a current and valid Workplace Safety and Insurance Clearance Certificate before starting work. Contractors who do not have WSIB Clearance Certificate will not be permitted to work on Township property. Contractor must also supply a copy of his/her Contractor's Liability Insurance Certificate (minimum of \$2 million, \$5 million for work on road allowances). The certificate/policy must clearly show that The Corporation of the Township of St. Clair is listed as an additional insured party. Cost for approved improvements to campsite shall be at seasonal contract holder's expense.

56. Campsites must be kept clean and well maintained at all times. Failure to maintain property the Township staff will provide proper temporary maintenance at a mandatory additional fee; failure to pay these fees may result in immediate eviction.

Waste Disposal

57. Trash must be bagged and deposited in the dumpsters provided. Roadside pick up is not available at any of our campgrounds. Food cannot be left out over night as it attracts animals.

58. Furniture, appliances, barbeques, construction material, and hazardous items must not be disposed at the campground.

Environment & Conservation

59. Campsite must be kept clean and tidy at all times to eliminate the potential attraction of wildlife. Do not leave out food as it may attract unwanted animals. St. Clair Township is not responsible for wildlife that may enter the campsite.

60. Collecting, cutting, removing, or destroying any plant, tree, or other living object is strictly prohibited. Do not strip bark, use nails or attach wires to trees or shrubs.

61. All firewood must be cut prior to entering the campground. Up to one face cord of firewood may be stacked neatly and stored on the campsite or in a shed. No skids, palettes or construction materials are permitted. Collecting firewood and the use of chainsaws within St. Clair Township's property is prohibited. Firewood available for purchase at each campground.

62. In the event of a fire ban, all site occupants are expected to comply with the order of the Fire Chief or Fire Marshall. Campfires must NEVER be left unattended, and flames should not reach more than 2 feet off the ground.

This agreement pertains to a campground that is owned and/or operated by the Corporation of the Township of St. Clair. The term "Campground" shall refer to the particular campground to which the Seasonal Camper Facility Rental Contact applies. The terms "St. Clair Township Management", "Township Management", "Corporation of the Township of St. Clair" and "Campground Staff" shall refer to the employee(s) or agents of the Corporation of the Township of St. Clair appointed from time to time to manage/operate the Campground, as context may require.

The Campground and/or the Corporation of the Township of St. Clair reserve the right to change, alter, add or remove any rule or regulation if it is in the best interest of the Campground to do so. Any questions regarding policies and regulations should be directed to the Coordinator of Facilities and Parks.

The Campground and/or the Corporation of the Township of St. Clair reserve the right to evict any campers and/or guests including any person who do not comply with the above rules and regulations. Campers evicted from the campground for any circumstance are not eligible for reimbursement.

If campers have a comment, compliment, or complaint, they are urged to complete our Comment Form found online or at the Campground office.

By signing this agreement you agree to follow all of the Federal, Provincial and County COVID Guidelines, including any additional policies set out by the Township of St. Clair.

Release and Waiver of Liability

{Facility Contract->Name} (the "Facility")

RENTAL TERMS AND CONDITIONS, LIABILITY, and INDEMNITY AGREEMENT

BETWEEN: THE CORPORATION OF THE TOWNSHIP OF ST. CLAIR (the "Township")

AND: {Contact Info->FullName} (the "Permit Holder")

In consideration for a permit for the use of the Facility, the Permit Holder hereby agrees as follows:

A. The undersigned, on behalf of the Permit Holder, agrees bind the Permit Holder to this Agreement. The undersigned warrants that they execute Agreement on behalf of the Permit Holder and have sufficient power, authority and capacity to bind the Permit Holder with their signature. If the Permit Holder is not a legal entity (individual, corporation, partnership), or it is later determined that the undersigned did not have authority to bind the Permit Holder, the undersigned hereby binds themselves to the Agreement jointly and severally with the Permit Holder.

B. TERMS & CONDITIONS

The undersigned has read and understood the following Terms and Conditions, and understands that if the Permit Holder or any guests fail to follow these terms and conditions, the Permit Holder may be held liable and the permit for use of the Facility may be immediately terminated without notice and without a refund:

1. Alcohol cannot be consumed in Township facilities without compliance with the Liquor License Act of Ontario and St. Clair Township Alcohol Management Policy. A "Special Occasion Permit" is required to be submitted to the Township for any rental where alcohol will be served.
2. The Permit Holder may be held liable for injuries and damage arising from the use of this Facility or from otherwise failing to take action that will prevent foreseeable harm from occurring. The Permit Holder understands and accepts responsibility for providing adequate supervision and for maintaining good order during the duration of the Permit and to see that all terms contained herein are strictly observed.
3. Vandalism or abusive language or the like, while using a Facility, shall be cause to cancel the Permit and/or reject future applications. The Permit Holder shall cooperate fully with Township staff and any other group(s) using the Facility and adhere to Township policies.
4. The Township including the Department of Community Services will not be responsible for damage, loss, or theft of equipment, clothing or other property of the applicant or anyone attending the permit event.
5. The Permit Holder shall pay for all damages to the equipment, premises or other property of the Township incurred during use of the Facility under the Permit or arising from the use thereof.
6. Township staff have the absolute authority to cancel any Facility rental if the conditions or proposed activities are deemed to be unsafe or contract to public interests.
7. The Township has the right to require the Permit Holder to acquire and show proof of insurance with suitable coverage (in the form of an insurance certificate), in the Township's sole discretion.

C. RELEASE OF TOWNSHIP & ASSUMPTION OF LIABILITY BY PERMIT HOLDER

The Permit Holder and the undersigned hereby release and forever discharge the Township, including the Department of Community Services, and their officers and employees, from any and all liabilities, demands, claims, costs, including adjuster's fees, legal fees, expenses, and all damages of any kind whatsoever, which they may have against the Township, arising from or in any way related to the permit, use of Township facilities, or this Agreement.

Furthermore, the Permit Holder and the undersigned assume all risks associated with using the Facility, including but not limited to inspection of the Facility prior to and after use, determination that the Facility is appropriate and safe for the intended use "as is", supervision and control of all guests, invitees, staff, volunteers, officers and agents of the Permit Holder and members of the general public and anyone else attending the Facility during the period of time the Permit Holder is using the Facility.

D. INDEMNIFICATION OF TOWNSHIP

The Permit Holder and the undersigned hereby indemnify, defend and hold harmless, the Corporation of the Township of St. Clair and the Department of Community Services, its elected officials, officers, employees, contractors, agents, and volunteers ("Indemnified Parties") from and against any and all claims, damages, demands, liability, costs, losses and expenses, including, without limitation, court costs and reasonable attorneys' fees and costs, arising out of, in connection with or in any way related to the Permit, the Permit Holder's actions, inaction or negligence, related to this Agreement or the Permit, including without limitation any actions or inactions related to use of the Facility, to the fullest extent permitted by law.