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Fullarton, ON N0K 1H0

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**windmillfamilycampground.com**

# “SEASONAL” CAMPING AGREEMENT

## **TERMS USED IN THIS AGREEMENT**

### **Occupant or Camper**

The owner or owners of the trailer residing at an assigned lot in the park, registered with management.

### **Management**

The employees and ownership of the park.

### **Park**

The premise and property of Windmill Family Campground, Fullerton Ontario.

## **A. GENERAL RULES AND REGULATIONS**

1. Management reserves the right to evict, should the camper not comply with the Park Rules. Any possible refund would be based on management's sole discretion.
2. Camping season extends from May 1 to October 30th annually. Use of park outside these dates is not permitted unless special permission is granted from management and may be subject to an additional fee.
3. A reservation fee paid by September 1 entitles an occupant to use the park for winter storage (no services, and unsupervised) at their own risk October 31 to May 1. The reservation fee is non-refundable.
4. Absolutely no entry to park outside of the camping season without permission from management.
5. There is no refund if an occupant moves out before October 31. The lot will be considered vacant and the Park has the right to rent the lot out.
6. Hydro is metered and billed by management on each site and must be paid by the due date on the invoice.
7. Occupants are expected to pay their accounts and invoices provided from the campground within the due dates. Interest and/or service fees will be charged on delinquent accounts.
8. All additional fees will be made available in the campground store.
9. The park will charge a \$40 fee for any NSF cheques.
10. All complaints must be in writing delivered to the park manager.

## **B. PERSONAL INFORMATION**

1. Ontario law prohibits the sharing of any tenant's personal information. We will not provide any personal information about you, your children or your guests without written permission/instruction by you as the primary registrant of the campground site. If required, we must submit limited or greater information on the request by any authority of the law.
2. If more than one person will be paying bills or dealing with the office in regards to your site, make sure we have them listed as occupants of the site. Anyone not listed on the contract will not be given any information about the status of accounts, etc.

## **C. MAIL & MESSAGES**

1. No mail will be received or delivered to the occupants of the campground. Any mail received for campground occupants by the office will be returned to sender.
2. Personal messages will not be accepted at the office or passed along to campers.
3. Management will do their best to pass any emergency calls or messages to the site.



## **D. SITES**

1. A maximum of 2 adults and 4 children under the age of 18, or a single family of parents and their children living at the same address, are permitted on each site.
2. A maximum of 2 licensed, plated, and insured vehicles may be on each site. All vehicles must be in good state of repair not leaking oil, antifreeze or any other substance that could contaminate the campground. It is at management's discretion to have a vehicle removed immediately if it does not meet these requirements.
3. All campsites are for one trailer only. Please obey or management will remove one from the site at the occupants expense.
4. If there is space, additional trailers may be stored in an area designated by management at an additional fee.
5. No tents allowed on site, unless approval received from the office.
6. The Occupant, their family, guests and invitees shall maintain the trailer, and any improvements as well as the campsite and any campsite improvements in a clean and tidy condition. Do not allow any refuse, garbage or other loose and objectionable material to accumulate on or around the property.
7. Both line & umbrella type clotheslines are not permitted.
8. A second fridge is only permitted on the campsite if it is stored inside a shed and secured by a lock at all times.
9. The campground operates on a well; therefore, conservation of water is very important. Normal use of water is permitted unless we are in a drought, then water restrictions will be posted water in the park and on our website.
10. When leaving or vacating a site for the offseason, or permanently, the site must be left clean and free of debris, nails, wood, garbage. All outdoor furniture must be removed or stored indoors or fixed to trailer so that it does not blow away. The park reserves the right to bill any occupant a cleanup fee for labour and landfill fees.

## **E. TRAILERS, IN PARK TRAILER SALES, AND NEW PARK MODEL SALES**

1. All trailers and park models must be approved by management before entering the park. The park will only accept trailers 15 years of age or newer to enter the park. Exceptions may be made to older trailers or park models in exceptional shape, at the full discretion of the Park. Existing Trailers over 20 years old may not be sold, transferred, leased or assigned on the park grounds but are permitted to stay in the park if in good condition and upkeep, are kept clean and pass all safety requirements including propane, plumbing and electrical inspections. ALL trailers must be in a good state of repair and management reserves the right to deny or have a trailer removed, at the occupants expense, should the trailer not meet these requirements, at managements discretion.



2. Occupants may not place "For Sale" signs on lot or trailer and may not advertise or list the lot or trailer for sale by any real estate registrant or place on the MLS real estate system without management approval. Trailers For Sale may be posted with management approval in the trailer store, and on the [www.windmillfamilycampground.com](http://www.windmillfamilycampground.com) website for a fee.
3. All trailer sales, transfers, or changes to lot rental agreements on the park grounds are subject to a fee.
4. All trailers must have grey and black water holding tanks with valves for dumping.
5. Only electrical connections with standard 30 amp plug and 10 gauge wire are allowed for trailers.
6. All trailers are required to have working Carbon Monoxide and Smoke Alarms. All propane devices (including tanks) and systems must be compliant with municipal, provincial, and federal laws. Proof of compliancy may be required by management at any time.
7. Windmill Family Campground is a Northlander Industries (Exeter, Ontario) and General Coach (Hensall, Ontario) Park Model Dealer. All new park model's must be purchased through Windmill Family Campground. Information on trailer sales is located at campground store.
8. Management reserves the right to charge a Pad Fee in the event management approves a park model from a park model manufacturer other than Northlander Industries or General Coach.

## **F. SITE IMPROVEMENTS & BUILDING PERMITS**

1. Construction or improvements of any kind to the trailer or the campsite must have written approval of the management.
2. All decks are to be constructed from new pressure treated or new cedar wood or composite only. Decks must be built on deck blocks (floating), and built in sections that are easily moved if necessary. All decks must conform to building code standards and permit obtained from municipality if applicable.
3. No home-built Florida rooms, awnings, or roofs permitted. Approved manufactured structures only.
4. A maximum of one (1) shed is allowed on any lot. Placement and size (maximum of 99 square feet and 10 feet high) of shed depends on it not interfering with other's property lines, and upon approval of Management at the office. Sheds must be factory fabricated. Sheds are to be used for storage purposes only. Consult with management before purchasing or constructing a shed and obtain building permit if applicable.
5. After management has provided written approval for any site improvement (deck, utility shed, or addition to the trailer), the campsite occupant will comply with all zoning by-law requirements and other by-laws of the municipality, the Ontario Building Code Act and regulations there under and other legislation's affecting the subject site.
6. Any gravel or aggregate must be ordered through management. The park reserves the right to have only park approved suppliers deliver gravel or aggregate to any site.



## G. INSURANCE

1. Management will not be responsible for accidents, injuries, or loss of property by fire, theft, wind, floods, or other natural acts which are beyond its control. It is the responsibility of the Occupant to provide current property insurance as well as liability insurance.
2. Equipment and apparatus furnished on the grounds are solely for the convenience of the occupants and guests and do so at their own risk.

## H. SEPTIC SYSTEM

1. VERY IMPORTANT: The septic system may only be used for human waste, toilet paper, and typical wash water. Women's feminine products, diapers, food and other trash must be disposed of in the garbage. If you have any questions about personal waste disposal and sewer blockage please enquire with management.
2. Only approved products may be added to septic holding tanks. Chemicals that destroy the active enzymes and bacteria in the septic system are prohibited. i.e.: bleach, anti-bacterial products, many toxic cleaners.
3. Trailers must have holding tanks that are not left open to sewer. (SEWER TANK DUMP VALVES MUST BE LEFT CLOSED, AND OPENED ONLY WHEN DUMPING). Only products approved by park management are to be used. Flex hose must use rubber donut.
4. Approved cleaning and septic tank additives may be purchased at the park store.

## I. LANDSCAPING

1. The Occupant, their family, guests or invitees shall not damage or remove the lawn, shade trees, shrubbery, or other trees or plants anywhere on the property, including the campsite without management's permission. The Occupant shall be responsible to management for any damages to the campsite, the campground property, or its facilities or amenities, caused by the Occupant, his family, guests, visitors or invitees. (e.g. tree cutting)
2. Seasonal campers are expected to cut their grass and keep their lots neat and presentable. At Management's discretion, unmaintained lots will be cleaned up (including lawn cutting) at the Occupants expense.
3. Due to below ground services, digging or placing of stakes are not permitted without prior written permission from management.
4. Modifications to the landscape of a campsite i.e. walls, gravel or paved drives, trees, shrubs, etc. will become the property of the Management when the agreement to occupy is terminated.



## J. FIRES

1. Do not transfer firewood (palettes included) into or out of the park due to the threat of invasive insects. All firewood MUST be purchased through the park office.
2. No open fires are permitted on the campsite, except in designated areas, i.e. fire pits. The Occupant, their family, guests and invitees are responsible to ensure that any fire is under control at all times and that such fire is fully extinguished after each use.
3. The burning of animal waste is strictly prohibited.
4. In the case of a drought, the Management will follow the actions of the municipality and enforce a fire ban; and will post in the park and on the website.

## K. GUESTS/CHILDREN/TEENAGERS

1. All guests visiting must register and pay a fee at the office, upon entering the park. Any visitor in the park after 11pm must pay the overnight fee.
2. The Occupant is responsible at all times for the supervision, conduct and behaviour of any guests, children and teenagers on campsite, as well as on all campground property. All rules and conditions of the campground are applicable to both Occupants and their guests and/or children.
3. Anyone under the age of eighteen is not permitted to use trailers or be left in the park for prolonged absences day or night without parental supervision.
4. Children using any of the recreational facilities (pool and playgrounds) or equipment must be accompanied and supervised by an adult at all times. Campground Management does not supervise pool or playgrounds.

## L. PETS

1. Only non aggressive pets are permitted and the campground reserves the right to refuse entry to large or aggressive dogs.
2. All pets shall be leashed and supervised at all times.
3. All pets must have the necessary immunization and rabies shots, and the occupant is responsible for keeping a copy of the up-to-date records at their trailer.
4. Excessive barking will not be tolerated.
5. No pet may be tied on a lead without a handler and no chaining, caging or tethering of a pet outside of the trailer shall be permitted when the occupant is not at the site.
6. Pets are not permitted in pool area, sundeck, or playground.
7. It is the Occupant's responsibility to care properly for any pet and to clean and restore any areas of the campsite or the resort where mess or damage has occurred. The "stoop and scoop" rule applies and must be disposed of properly in a plastic bag and into the garbage dumpster not in any indoor garbage cans because of the odour.
8. All dogs are subject to the Dog Owner's Liability Act of Ontario, available at: [www.ontario.ca/laws/statute/god16](http://www.ontario.ca/laws/statute/god16)



## M. COURTESY & SAFETY

1. No trespassing or cutting through other campsites.
2. Bicycles are only permitted to be ridden on the roadways within the campground. Bicycles must be ridden slowly and bike riders must exercise care and control at all times. Bike riding is not permitted after dusk unless properly equipped (i.e. light, helmet etc.)
3. If under the age of 18, you are required by law to wear an approved bicycle helmet when travelling on any public road.
4. Quiet enjoyment – no occupant shall create, permit the creation of, or continuation of any noise or nuisance that disturbs the comfort or quiet enjoyment of any other occupant or guest of the campground. No noise will be permitted outside of the trailer between the hours of 11:00PM and 7:00AM. Please operate lawn mowers and other noisy outdoor equipment after 8:00AM. If absolutely necessary, management may begin working earlier than said time and unfortunately may create some noise, but will try to keep the inconvenience to a minimum.
5. In the event of a Special Event put on by the park or recreational committee, notice will be posted about the hours and noise rule exemptions.

## N. POOL RULES

THE SWIMMING COMPLEX IS UNSUPERVISED. SWIM AT YOUR OWN RISK.

1. Maximum capacity is 10 people in the pool and deck if no lifeguard.
2. There is to be absolutely no swimming after dark.
3. If the pool gate is locked, stay out.
4. Deck furniture is to remain within the enclosure.
5. No food and drink in and around the pool area.
6. Dress appropriately for swimming and sun bathing; remember this is a family campground.
7. No running in the pool area.
8. No diving or jumping in the pool is permitted.
9. Children under 12 years must be accompanied by an adult or an agent above 16.
10. Always have a buddy; swimming is at your own risk. Remember, there is NO LIFEGUARD ON DUTY.
11. ABSOLUTELY no pets allowed in or around the pool or deck area.
12. No large floatation devices. No balls, toys etc. are permitted in the pool area.
13. Diapers are not allowed in the pool, please use infants swimmer diapers.
14. Longhair MUST be tied back.
15. Everyone MUST shower before entering and exiting the pool.
16. Only swimmers around the pool deck area.
17. No person infected with a communicable disease or having open sores on his/her body shall enter the pool.
18. No person shall pollute the water in the pool in any manner. Spitting, spouting of water and blowing nose in the pool or on the deck are prohibited.



19. No boisterous play in or about the pool
20. Please read and abide by all signs provided by our Local Public Health Unit that are posted at the pool.

## **O. DRUGS & ALCOHOL**

1. Provincial Law requires that personal alcoholic beverages be consumed on campsites only.
2. Illegal use of drugs of any type will result in the immediate termination of park use and/or police intervention.

## **P. FIREARMS & FIREWORKS AND OTHER RESTRICTED ITEMS**

1. Any use of fireworks (including paper lanterns) or firearms is strictly prohibited for Occupants or their guests, unless you have written approval from campground management.
2. Paintball guns, air-soft guns, sling shots, illegal knives, bow and arrows are also prohibited.
3. Absolutely no hunting by any campground occupant, their family, visitors, guests of invitees on campground property.

## **Q. MOTORIZED VEHICLES**

1. No motorized vehicles such as ATV's and/or mini bikes (electric or gas) are permitted in the park.
2. Golf carts permitted when indicated on Seasonal Camping Agreement, and registration sticker and lot # sticker affixed to golf cart. See Golf Carts information below.

## **R. GOLF CARTS**

The golf cart owner is responsible at all times for the supervision of their golf cart. Each owner MUST purchase liability insurance and provide a copy to management when registering their cart annually.

1. Any golf cart being used in the campground must be indicated on your Seasonal Camping Agreement and shall be subject to liability insurance requirements as per Seasonal Agreement
2. The occupant must purchase an annual golf cart registration sticker which must be placed on windshield of golf cart.
3. Only 1 golf cart is permitted per site.
4. It is also mandatory that your lot number be in at least 3" letters on the front of the cart.
5. The use of golf carts is restricted to only management 16 YEARS OF AGE OR OLDER. In the case a Windmill Family Campground Employee is under the age of 16, and is on paid duty, the park may grant permission only to that employee during his/her working hours.
6. ALL riders MUST be seated. No more passengers than there are seats on the cart.
7. Golf carts are required to follow all posted speed limits and drivers are expected to drive in a responsible manner, and park only in designated areas within the park or on a campsite.





8. Impaired driving in a golf cart carries the same consequences as it does with a licensed vehicle on highways.
9. Golf carts are ONLY to be driven on roadways within the property lines of the park and NEVER on the public roads (side roads) surrounding the park. Absolutely no cutting through or entering other sites on park.
10. Golf carts are not to be operated after dark unless properly equipped with headlights and taillights. Flashlights are NOT permitted. Reckless use of golf carts is prohibited. If reckless use is observed, management will follow up with the golf cart owner, which may result in golf cart not being allowed on campground property.

## **S. GARBAGE DISPOSAL**

1. Do not bring garbage from home to dispose of at park.
2. Properly bag, package, separate, and bind in plastic garbage bags and place in dumpster provided. Please keep doors shut so as not to attract wildlife. Do not throw waste above or around bin.
3. The garbage bin is for household garbage only. Do not dispose of electronics, appliances, furniture, propane tanks, etc. in the garbage and recycling bins. Disposal of large articles of garbage such as fridges, bicycles, beds and mattresses etc. are your responsibility and expense and are not to be left near the garbage bins. Management reserves the right to bill any occupant, visitor or guest of the occupant for the cleanup and removal of such objects if improperly disposed of in the park.
4. It is prohibited to put fire-pit ash, branches, leaves, grass, garden refuse or wood in the garbage bins. Please check with campground management on how these materials can be disposed of or composted.
5. Recycle your waste in the blue bin provided at the front of the park. Do not throw waste above or around bin. Management reserves the right to bill any occupant, visitor or guest of the occupant for the cleanup and removal of such objects if improperly disposed of in the park.
6. Diapers and animal waste is to be disposed of properly in the dumpsters and not the garbage cans inside any buildings because of the odour. Do not burn diapers or animal waste in fire pits.

## **T. REC HALL/STORE, PAVILION, AND ALL OTHER BUILDINGS**

1. No pets, smoking, running or yelling in these buildings.
2. Be respectful of all the tables, chairs, and televisions.
3. The Recreation Centre can be used by all occupants, however: if the hall is being used by the Recreation Committee for a function, it is to be used at that time for the booked function only.
4. Clean up after yourselves, garbage in garbage bins, recycling in recycling bins.
5. Arrangements for the private use of the Recreation Centre must be made with the office prior to use.
6. PLEASE be respectful of others campers and keep bathrooms, showers, laundry room clean.



## U. WORK ORDERS

1. Occupants may request work to be done on their site or within the park. It is at managements discretion if such work is at the occupants cost, or at the cost of the park.
2. ALL POTENTIAL SAFETY HAZARDS MUST BE REPORTED TO MANAGEMENT IMMEDIATELY! All other issues must be presented at the front office during normal business hours.
3. Use of loader tractor and operator is available upon request at a fee to the camper.

## V. PARK ENTRANCE/EXIT & TRESPASSING

1. You must use the front entrance/exit to enter and exit the park.. Anyone caught entering or exiting somewhere other than through the front entrance/exit may lose their camping privileges.
2. No one is permitted entrance onto neighbouring properties. If Windmill Family Campground does not own the property then you are trespassing.

## W. SOCIAL MEDIA

1. No one shall post on the Windmill Family Campground Facebook Page anything that negatively reflects the park or its employees. Please take care and respect of others when posting and sharing photo's.

### RECEIVED BY

I hereby certify that I have read and understand the rules and regulations as written above and acknowledge that breaching any of the above rules and regulations could result in my eviction without any refund or compensation. I have received a copy of this Agreement.

DATED AT \_\_\_\_\_, THIS \_\_\_\_\_ DAY OF \_\_\_\_\_ 20\_\_\_\_

\_\_\_\_\_  
OCCUPANT WRITTEN NAME

\_\_\_\_\_  
PARK MANAGEMENT SIGNATURE

\_\_\_\_\_  
OCCUPANT SIGNATURE

