



Beehive RV Park & Campground

780 Kilmalu Road, Mill Bay, BC V0R2P2 beehivecampground.com 250-743-2074

LICENSE TO OCCUPY TERMS AND CONDITIONS (2024)

1. LICENSE TO OCCUPY

Paul & Corinne Liefertz (REGISTERED PARTNERSHIP), dba as Beehive RV Park & Campground ("Beehive Campground") hereby grants the Guest a License to Occupy (the "Agreement") a Site subject to the terms and conditions of this Agreement, and its attachments. This Agreement cannot be assigned or transferred. Beehive Campground has the sole and absolute discretion to change the terms and conditions of this Agreement at any time, for any reason, including, but not limited to changes to the Site, property, utilities, facilities, fees, rules, regulations, or services. The Guest's continued occupation of the Site is deemed to be consent to the terms and conditions of this Agreement. The terms and conditions of this Agreement may only be amended in writing by Beehive Campground.

2. RATES

Rates are posted on the rate schedule on the website: www.beehivecampground.com/rates, and is available at the Beehive Campground office. All fees are posted in Canadian dollars and are subject to 5% GST. Rates are subject to change without notice at Beehive Campground's sole and unfettered discretion.

3. PAYMENT POLICIES

Reservations must be paid in full at the time of booking. Online reservations will only be charged to your credit card if the desired reservation dates are available. For monthly reservations, the first month must be paid in full to confirm the reservation. Preferred method of payment is e-transfer via host@beehivecampground.com, or credit card via the link on your reservation invoice. Cash may be accepted, if arranged with the host or management in advance. Personal cheques are not accepted. The Guest agrees that the Campground is authorized to apply any amounts owing pursuant to this agreement to the credit card kept on file for the Guest.

4. TERMINATION & REFUND

Either party may terminate this Agreement at any time, without reason or notice. In the event the Guest terminates this Agreement after they have made a reservation, the Guest agrees to pay a termination fee equal to one night's stay plus GST in respect of a nightly or weekly reservation, and 50% of the monthly fee in respect of a monthly reservation when notice is given prior to the start of the reservation. Once a monthly reservation has started, fees are non-refundable for the first month. After the first month of a monthly reservation, there are no longer any cancellation fees, and a refund will be issued for any paid days remaining on the reservation on a pro-rata basis. Refunds are issued once the site has been fully vacated.

On termination, the Guest is required to leave the Site in a neat and tidy condition. Beehive Campground charges Guests fees to clean or tidy any Site which the guest leaves in an untidy condition and the amount of such fees will be determined by Beehive Campground in its sole discretion and will depend on the state of the Site at the time the Guest vacates. Any clean-up fees or repairs to the Site will be deducted from the refund amount owing. If the cost to repair or clean the site exceed the pre-paid amount, Beehive Campground reserves the right to apply such excess fees to the guest's credit card, which the guest authorizes in advance.

5. LICENSEE (GUEST)

Only the Guest(s) identified on this Agreement, or on previous versions of this Agreement, are permitted to occupy the Site. Any additional guests must receive written approval prior to occupying the Site. Beehive Campground's acceptance of additional guests does not change this Agreement or create a new Agreement.

6. VEHICLES

Only licensed, insured, and fully operational vehicles are permitted on the Site and property. The Guest agrees to maintain the vehicle(s) in a condition that is suitable for highway use, at all times. All vehicles must be mechanically and aesthetically in good repair. Proof of vehicle insurance must be provided to Beehive Campground upon request. Vehicle sales are not permitted within the park. Additional Guest vehicles require prior written approval and are subject to additional fees. Visitors are required to use designated visitor parking.

7. ELECTRICITY

Nightly and weekly reservations are not subject to electricity charges. Monthly reservations are only subject to electricity charges when they exceed \$100 per month. Electricity rates are based on rates charged by BC Hydro to Beehive Campground, at the time. Invoices will be issued for consumption over and above \$100 per month. Metres are read on approximately the 21st day of each month. Beehive Campground and BC Hydro do not guarantee uninterrupted service or the quality of power supplied. Surge protectors are recommended. Excessive consumption of electricity is not permitted. On termination, Beehive Campground reserves the right to apply any outstanding amounts owing for electricity consumption, to the guest's credit card, which the guest authorizes in advance.

8. USE OF SITE

Guest agrees to use the Site in the spirit of camping, and to maintain the Site's appearance in a manner that is consistent with camping, in a neat and tidy manner, at all times. Guests are not permitted to place anything on the site other than one vehicle and one RV, and camping related items. Beehive Campground reserves sole and absolute discretion whether items are consistent with camping. Beehive Campground reserves the right to remove any items that do not conform with permitted uses. Beehive Campground reserves the right to enter any site for any reason at its sole



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discretion. If Beehive Campground is required to remove personal property from Sites, including RV's, Beehive will store such property for a period of 30 days after which it may dispose of such property free from any claims from the guest. Any and all costs associated with the removal and storage of belongings are the responsibility of the Guest and may be charged to the Guest's credit card.

The following is not permitted on the site: additions, porches, rigid skirting, stairs, decks, enclosed tents, enclosed awnings, saunas, hot tubs, antennas, satellite dishes, in-ground plantings, laundry lines and racks, exercise equipment, etc. Soft RV skirting that is designed to travel with the RV may be permitted with written approval from Beehive Campground prior to installation. Tarps are permitted on a temporary basis with respect to leaking RVs, in emergency situations only. Repairs must be completed as soon as weather permits, and tarps must be removed. Construction or repairs of any kind are not permitted on the Site or property without written consent from Beehive Campground.

9. SITE ACCESS AND CONTROL

Beehive Campground retains full possession and control of the site at all times. Beehive Campground, owners and their agents, reserve the right to access the Site at anytime and for any reason, without notice.

10. ABSENTEE GUESTS

The Site may be considered abandoned if it has been vacated without notification to Beehive Campground. If the Guest plans to be absent from their RV, or the Site, for more than a one-week period, the Guest agrees to notify Beehive Campground in writing, in advance. Sites that have been unattended for more than one week, without prior notification to Beehive Campground, may be considered abandoned and the Agreement terminated.

11. VISITORS & VISITOR HOURS

Visitor hours are from 8am to 10pm. All visitors must register at the office upon arrival. Overnight visitors are subject to management approval and fees, to be set by Beehive at its sole discretion. The Guest acknowledges and agrees to inform their visitors of the Campground Rules, and is responsible for ensuring that their visitors comply with the Campground Rules. The Guest agrees to not permit any person(s) to use and/or visit the Site when the Guest is not present at the Site without written approval from Beehive Campground. Visitors are required to use the designated visitor parking. Guests agree to accept all liability for damages caused by their visitors and will be held responsible for a breach of this agreement by their visitors.

12. RULES AND REGULATIONS

The Guest acknowledges and agrees to comply with, and observe, any and all Beehive Campground rules and regulations including, but not limited to, the campground rules attached in Schedule "A" to this Agreement (the "Campground Rules"). These Campground Rules may be amended from time to time at the sole and absolute discretion of Beehive Campground.

13. INSURANCE

The Guest agrees to maintain comprehensive general liability insurance, covering the Guest, and its invitees, as additional insureds, with a limit of not less than \$2,000,000 per occurrence for bodily injury and property damage, including loss of use, with respect to liability arising out of the use or occupation of the Site by the Guest. Monthly Guest agrees to provide Beehive Campground with a current copy of their valid insurance prior to occupation of the Site and each time upon renewal. The Guest agrees to not do anything, or permit anything to be done, or fail to do anything, that may void Beehive Campground's insurance or increase the insurance premiums. The Guest is responsible for any loss, damage, or costs resulting from the Guest's use and occupancy of the Site and property, and/or failure to comply with any terms of this Agreement.

14. INDEMNIFICATION AND RELEASE

The Guest acknowledges and agrees that the Site is being provided to the Guest, on an "as is", where is" basis, and that Beehive Campground has no obligation whatsoever to maintain, repair or improve the Site or common areas in any way. The Guest does for themselves, their heirs, executors, administrators, successors and assigns hereby releases, waives and forever discharges Beehive Campground, its owners, agents, servants, successors, employees, volunteers and assigns from any and all claims, demands, damages, costs, expenses, actions, causes of action, whether in law or in equity, in respect of death, injury, loss, damage, or expense however so arising or to arise by reason of using and/or occupying the Site, the common areas, Beehive Campground or otherwise, whether prior to, during, or subsequent to the terms of this Agreement and notwithstanding that the same may have been contributed to or occasioned by the actions or omissions of Beehive, its agents, employees, directors, subsidiaries or affiliates. The Guest shall indemnify and save harmless Beehive Campground, its agents, servants, successors, employees, volunteers and assigns from and against any and all actions, causes of action, suits, damages, losses, costs, fees, expenses, charges, claims and demands of any nature whatsoever relating to or arising out of the use and/or occupation of the Site by the Guest, and/or the Guest's visitors. Beehive does not assume responsibility for any loss through fire, theft, collision or otherwise to trailers or vehicles or their contents, regardless of the cause. The Guest agrees that the use of the Site, utilities and/or common areas of Beehive Campground is solely at the risk of the Guest and/or their visitors.

15. NO LEASE OR TENANCY IMPLIED



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Guest acknowledges and agrees that the use of the Site permits recreational vehicles and camping gear, not manufactured homes, that the Site is an RV Site or campsite, not a manufactured home site, and that the property on which the Site lies is an RV park and campground, not a manufactured home park. Guest acknowledges and agrees that this Agreement is a license to occupy a campsite only, which does not include an accommodation, and that the campsite, itself, is not an accommodation. The Guest is not required to comply with any manufactured home legislation, including the *Manufactured Home Park Tenancy Act (MHPTA)*, and agrees that this Agreement does not create a tenancy under the *MHPTA*. The Guest acknowledges and the parties agree that neither this Agreement nor the campsite may be assigned, pledged, transferred or dealt with in any manner by the Guest.

16. RIGHT TO TERMINATE THIS AGREEMENT

Beehive Campground operates in accordance with industry standards and business models that are consistent with RV Parks and Campgrounds. Operations may include, but are not limited to, bylaw and zoning compliance, industry and seasonal fee adjustments, changes to services, facilities, sites, property, campground rules, and this Agreement. The Guest agrees and acknowledges that at anytime, the Guest has the right to cancel this Agreement without reason or notice. The Guest acknowledges that, at anytime, Beehive Campground reserves the right to cancel this Agreement, without reason or notice. Upon cancellation, the Guest agrees to vacate the property immediately, or a time that has been specified by Beehive Campground in its sole discretion. Departure of a Site, without notice, shall constitute termination of the Agreement.

17. DEPARTURE

Upon departure, the Guest agrees to deliver vacant possession of the Site to Beehive. The Guest acknowledges and agrees that any and all costs associated with the delivery of vacant possession of the Site are the sole responsibility of the Guest. The Guest agrees to pay for the removal of any items left after departure, and for repairs to any damages caused by the Guest to the Site or property. As stated above, the fees and charges which Beehive charges for the Guest's failure to deliver the Site in a neat and tidy condition, free from damage, are at Beehive Campground's sole discretion, acting reasonably.

18. RV STORAGE AND ABANDONMENT

In the event the Guest departs the Campground and leaves their RV, be it a motorhome or RV trailer, they agree that they are responsible to pay Beehive Campground the pro rata daily rate while it remains on the Site. If Beehive Campground is required to remove the RV from the Site, the Guest agrees to pay a transport fee of \$200. If Beehive Campground is required to store the RV, the Guest agrees to pay \$25.00 per day including the day when the Guest returns to retrieve the RV (the "Storage Fees"). On retrieval, the Guest will pay the Storage Fees accrued. In the event that the Guest fails to pay the Storage Fees when due, Beehive Campground shall have the right to assert a lien over the Guest's RV under the *Warehouse Lien Act* [RSBC 1996] c. 480. Beehive Campground shall provide all required notices to the Guest respecting the disposition of their RV pursuant to the *Warehouse Lien Act* at the address the Guest has provided on this agreement.

In the event that the liquidation value of the RV is less than the cost of disposing of it, the Guest shall be deemed to have been abandoned the RV 30 days after leaving it unattended at the Beehive Campground and the Beehive Campground shall have the right to dispose of it in any manner and the Guest hereby waives any right to make a claim against the Beehive Campground for any loss or damage the Guest says it has incurred as a result of disposition, disposal and/or destruction of the RV once abandoned pursuant to the terms of this Agreement.

19. EFFECTIVE UPON NOTICE

This document and its provisions hereby supersede and replace any and all prior agreements between the parties. The parties agree that this agreement is the only agreement between the parties and that there are no other representations, terms, conditions or warranties other than those which are contained within this written agreement. Beehive shall post the terms of this agreement on its website at: www.beehivecampground.com/policies. All Guests, with reservations at the time of posting, are subject to this Agreement, and are deemed to have accepted these terms and conditions from the date of occupancy of a Site, irrespective of the receipt of a physical or digital signature or explicit acknowledgment from the Guest.