

LORIMER LAKE RESORT INC. – TERMS AND CONDITIONS

It is our goal to make your stay at Lorimer Lake Resort Inc. (hereinafter referred to as “LLR”) the best that it can be. We strive to achieve the highest standards possible by providing a well-maintained, safe, and enjoyable environment for all of our guests. For the purposes of these Terms and Conditions, the term "Guest" or "Guests" shall mean and include RV site holders, unit guests, cottage renters, boat slip renters, boat launching parties, independent contractors, visitors, and any other party lawfully entering the property of LLR.

Our Terms and Conditions are in place to set the tone for your stay and to ensure a harmonious atmosphere for everyone. If at any time you have a question or concern regarding these Terms and Conditions or the actions of others, please address it directly with Resort Management. Please be advised that LLR takes violations seriously and will actively enforce these rules. Your strict attention to them is greatly appreciated.

- Check-In Time: 15:00 PM (3:00 PM)
- Check-Out Time: 11:00 AM
- Quiet Hours: 11:00 PM – 7:00 AM
- Office Hours: Monday to Saturday: 8:00 AM – 4:00 PM
- Office Phone (Active 24/7): (705) 346-4006
- Email: info@lorimerlakeresort.com

SECTION 1: NATURE OF OCCUPANCY & STATUTORY EXCLUSION

The Guest explicitly acknowledges and agrees that all accommodations, RV sites, cabins, cottages, and facilities provided by LLR are intended solely for temporary, seasonal, and recreational occupancy by the travelling or vacationing public.

In accordance with Section 5(a) of the *Ontario Residential Tenancies Act, 2006* (RTA), the Guest explicitly agrees that this agreement does not establish, and shall not be construed as establishing, a residential landlord-and-tenant relationship. The jurisdiction of the Landlord and Tenant Board (LTB) is expressly excluded.

The Guest affirms that they maintain a permanent, primary residential address elsewhere (as provided on the signature page of this agreement) and that their occupancy at LLR is strictly transient.

This agreement constitutes a revocable short-term license to occupy the assigned site or unit for the specified dates only. LLR retains ongoing managerial control, possession rights, and reasonable access rights consistent with the operation of a seasonal recreational resort.

If a Guest fails to vacate the site or cottage at the specified check-out time or upon the lawful termination of this agreement by Management, the Guest's license to occupy terminates automatically. Any continued occupancy following termination of this agreement may constitute trespass pursuant to the *Trespass to Property Act*, RSO 1990, c. T.21.

LLR Management reserves the absolute right to deny access to the premises, deactivate gate cards, and arrange for the lawful removal and storage of personal property at the Guest's expense in accordance with applicable law, and contact law enforcement to remove individuals as trespassers, where appropriate and lawful to do so.

SECTION 2: RESERVATION, CANCELLATION, & SITE POLICY

All reservations require a deposit to secure the booking. For all stays lasting thirty (30) days or longer, a deposit equivalent to one (1) month's stay is required at the time of booking.

Cancellations for Stays of One (1) Month or Longer:

- If a reservation is cancelled sixty (60) days or more prior to the scheduled arrival date, a \$500 cancellation fee will be applied.
- If a reservation is cancelled less than sixty (60) days prior to the scheduled arrival date, the total deposit amount shall be forfeited to LLR.
- February is considered a full calendar month (regardless of whether it consists of 28 or 29 days) for seasonal rate calculations.

Cancellations for Stays of Less than One (1) Month:

- If a reservation is cancelled seventy-two (72) hours or more prior to the scheduled arrival date, the total deposit amount shall be forfeited.
- If a reservation is cancelled less than seventy-two (72) hours prior to the scheduled arrival date, the total payment amount for the booking shall be forfeited.
- "No-shows" will result in the immediate forfeiture of the entire deposit or total payment amount. No refunds or pro-rated adjustments will be issued for a shortened length of stay or due to weather-related events.

Changes made to an existing seasonal stay upon arrival will result in the forfeiture of a deposit equal to one month's stay, and the Guest will remain financially responsible for paying the updated stay in full, with no refunds issued.

LLR shall be completely exonerated from any liability, financial loss, or accommodation obligations resulting from internet fraud, third-party booking scams, or unauthorized fraudulent online listings.

The Guest acknowledges and agrees that all cancellation fees, retained deposits, and forfeited payments described herein constitute reasonable liquidated damages intended to compensate LLR for administrative expenses, lost booking opportunities, and operational losses, and are not intended to operate as a penalty.

LLR operates on a "First-Come, First-Served" rule for all reservations. While we accept specific site requests, LLR cannot guarantee specific site numbers. Sites are assigned by the resort office based on availability and the overall length of stay, with longer stays receiving priority. Management reserves the right to reassign or change your site number at any time, for any operational reason, acting reasonably and for legitimate operational purposes.

Check-in begins at 15:00 PM (3:00 PM). Early check-ins and late departures (after 11:00 AM) must receive prior Office approval with a minimum of 24-hour notice and will be accommodated only if scheduling permits.

Short-term RV site rentals and all cottage rentals include electricity, water, sewer, and Wi-Fi access within the baseline rate.

SECTION 3: PARKING ENFORCEMENT & TOWING POLICY

Each standard RV site and cottage reservation is strictly limited to a maximum of two (2) personal passenger vehicles (e.g., cars, SUVs, or compact pickup trucks).

The first vehicle must be parked directly within the designated parking footprint in front of the assigned RV or cottage. The second vehicle must be parked exclusively in the main resort parking lot located at 90 Swords Road.

Parking on lawns, grass surfaces, access roads, fire lanes, boat launching pathways, or vacant/unassigned resort sites is strictly prohibited at all times.

All short-term and long-term visitors, guests, and independent contractors must register with the resort office upon arrival and park their vehicles exclusively in the main parking lot at 90 Swords Road, unless otherwise directed in writing by LLR Management. Additional visitor parking may be requested and is subject to a nominal fee.

LLR provides clearly marked accessible parking spaces conveniently located at the front of the docking area for individuals with valid permits. Should you require additional accommodations, please contact the resort office prior to booking or arrival.

Any vehicle parked in violation of these Terms and Conditions, any abandoned vehicle, or any vehicle belonging to a Guest whose license to occupy has been revoked or terminated, shall be deemed an “Unauthorized Vehicle.” LLR Management reserves the absolute right, at its sole discretion and subject to applicable law, to have Unauthorized Vehicles removed and towed off the resort property by a private towing contractor.

LLR enforces a zero-tolerance policy regarding vehicle verification. Any vehicle parked on resort property without a valid, resort-issued parking pass or prior registration will be immediately tagged and towed off the premises by a private contractor at the owner's sole expense. This policy is enforced in compliance with local municipal parking and towing regulations for the Municipality of Whitestone

The vehicle owner and the registered Guest accept full financial responsibility for all towing, impound, and storage fees incurred. The Guest agrees to indemnify and hold harmless Lorimer Lake Resort Inc., its owners, and staff from any claims, damages, or liabilities arising out of the removal of an Unauthorized Vehicle.

SECTION 4: RESORT ENVIRONMENT, VEHICLES, & SAFETY

LLR maintains a positive and politically neutral vacationing environment. Displays, signs, banners, or flags that are reasonably likely to provoke conflict, harassment, intimidation, or material disturbance to the quiet enjoyment of other Guests are prohibited at the reasonable discretion of Management. Freestanding flagpoles are strictly prohibited. Patriotic displays of national flags are acceptable, provided that the host country, Canada, is displayed in the predominant position (the highest and most visible location).

All motorized vehicles, including golf carts, must be operated exclusively by fully licensed drivers. Children under the age of 18 are strictly prohibited from operating motorized vehicles or golf carts within the resort. A violation notice will be issued for non-compliance, and repeat violators will be required to leave the resort permanently.

The maximum speed limit throughout the entire resort is 10 km/h. Traffic rules must be strictly adhered to by all operators of vehicles, golf carts, bicycles, scooters, motorcycles, and by pedestrians to ensure collective safety. Bicycles, scooters, golf carts, and all other wheeled vehicles must be operated strictly on designated resort roads and are prohibited from driving across lawns or grass.

All vehicles, including RVs, trailers, trucks, and cars, must maintain valid license tag registrations and must be fully insured at all times while on resort property.

Vehicle repairs and routine maintenance are strictly prohibited on-site, with the sole exceptions of changing a flat tire or necessary emergency repairs performed by a qualified Mobile RV Service provider.

Golf carts must be equipped with functioning headlights if operated after dark. Bicycles must similarly feature proper safety lighting when ridden after dark.

SECTION 5: RV SITES, COTTAGES, & MAINTENANCE STANDARDS

RVs must be kept in clean, aesthetically pleasing, and sound mechanical condition, meeting all standards set by LLR. RVs must be fifteen (15) years old or newer, in good cosmetic condition, and fully operational, unless otherwise approved in writing by Management. Exteriors must be washed regularly. The use of tarps, aluminum foil, broken blinds, sheets, blankets, or towels as window coverings or temporary enclosures is strictly prohibited. Roofs, siding, doors, windows, skirting, and steps must be kept clean and in good repair.

The Guest is solely responsible for the general upkeep, mowing, weeding, and tidiness of their assigned site footprint. Where a site falls below LLR standards, Management may provide notice requiring the Guest to remedy the non-compliance within a reasonable time period, failing which LLR may terminate the occupancy license immediately, with no refund of any remaining or prepaid balances.

Electrical pedestals must not be modified or altered under any circumstances, and the use of electrical “pigtail” adapters is strictly prohibited. Outside appliances, including but not limited to standalone washers, dryers, and refrigerators, are not permitted outside of your RV unit. Jack pads are mandatory for all RV units parked on-site. All waste must be properly discharged into the designated resort sewer system using required sewer hose donuts. No external PVC piping extensions are permitted.

For safety and aesthetic reasons, traditional rope clotheslines are prohibited. Commercial laundry drying racks installed directly onto the rear chassis/backside of the RV are permitted.

Fencing for pets must be constructed of clean metal (plastic fencing is strictly prohibited), must not exceed forty-two (42) inches in height, and must be installed completely within the assigned site footprint. All pet fencing must be completely dismantled and removed immediately upon vacating the site.

ANY FORM OF SUBLETTING, REASSIGNMENT, OR UNAUTHORIZED LICENSING OF SITES, COTTAGES, DOCKS, SLIPS, UNITS, OR RESORT EQUIPMENT WITHOUT THE EXPRESS WRITTEN AUTHORIZATION OF LLR MANAGEMENT IS STRICTLY PROHIBITED.

The planting of permanent shrubs or flowers requires prior Management approval. Decorative flowers must be kept in portable planter pots placed strictly on hard surfaces to avoid interfering with resort mowing and trimming equipment. All planters and personal items must

be removed or stored securely inside at the end of the seasonal occupancy period. All exterior modifications to sites require a pre-approved form available at the resort office, and all hired third-party vendors must be fully licensed and insured.

SECTION 6: COTTAGE RENTAL RULES & DAMAGE PROTOCOLS

Guests renting cottages must report any pre-existing damage or missing equipment to LLR Management within four (4) hours of receiving their keys. Failure to report within this 4-hour window shall create a rebuttable presumption that the property, appliances, structures, and furniture were delivered in perfect, undamaged condition. Any subsequent damage discovered will be deemed the financial responsibility of the Guest.

The Guest bears full and exclusive financial liability for all types of damage, breakage, or destruction caused to the cottage, its equipment, or technical devices during their stay, whether caused intentionally or through unintentional negligence. The registered Guest accepts sole and complete responsibility for the conduct and actions of all invitees, family members, and children staying with them.

Guests are required to maintain and return the cottage in the clean, sanitary condition in which it was received. Prior to check-out, the Guest must specifically ensure that:

- All dishes, cutlery, and kitchen equipment are thoroughly washed, dried, and put away.
- The refrigerator is completely emptied of food items and wiped clean.
- All rubbish bins are emptied, and all trash is bagged and transported to the resort's main central waste disposal bins.

Failure to comply with this basic hygiene and cleaning requirement will result in an automatic \$300 prompt clean-up fee invoiced immediately to the Guest's credit card on file.

Guests are strictly prohibited from exceeding the maximum stated overnight occupant capacity for their rented cottage unit. Bringing additional unregistered guests over the unit's legal limit constitutes a material breach of this agreement and will result in an automatic \$300 fine per night or immediate eviction at the sole discretion of Management.

Smoking or vaping of cigarettes, e-cigarettes, cigars, or cannabis products is strictly prohibited inside all cottages and indoor resort facilities. Violations of this policy will result in immediate eviction without refund and an automatic \$300 remediation and deep-cleaning fee. Smoking of cigarettes, vapes, and legal cannabis products is permitted strictly within the confines of your designated, open-air outdoor site area and never in common areas.

Guests are not entitled to execute repairs or structural alterations to cottages. Any technical malfunctions, utility issues, or maintenance needs must be reported immediately to LLR Management to facilitate a timely response. LLR shall not be held liable for temporary, short-term service disruptions caused by independent public utility providers (e.g., temporary power outages).

SECTION 7: GENERAL RULES, SERVICE FEES, & PROPERTY REFUSAL

Access to the resort property is controlled via an electronic gate card provided upon arrival. A refundable deposit of \$20 is required per card.

All standard day-to-day trash must be securely bagged and placed in designated on-site bins. Seasonal and long-term guests are required to obtain a waste disposal card from the Municipality of Whitestone and must dispose of large-scale or non-household waste items independently in strict accordance with municipal recycling and transfer station guidelines.

LLR Management will make a reasonable, diligent effort to handle, sort, and hold mail or packages addressed to Guests that are delivered directly to the resort office. Guests are responsible for ensuring all incoming mail is accurately addressed. LLR is under no obligation to notify Guests of a delivery, and items must be picked up promptly from the office. LLR completely disclaims all liability for lost, stolen, damaged, or delayed mail, parcels, or packages, except in cases of proven gross negligence or willful misconduct by LLR personnel.

LLR Management reserves the absolute right to refuse accommodations or service to any individual whose conduct on the premises displays visible intoxication, profanity, lewdness, brawling, or aggressive behaviour; who utilizes language or conduct that disturbs the peace, comfort, and quiet enjoyment of other resort guests; or whose behaviour constitutes a public nuisance or engages in illegal activity. LLR strictly enforces human rights protections: no refusal of service or accommodation shall ever be based upon race, colour, national origin, gender, physical or mental disability, religious beliefs, or creed.

Excessive noise, abusive language, or inconsiderate behaviour will result in immediate removal and eviction from the resort premises without a refund. Management retains the right to address and enforce operational regulations on any issues or scenarios not explicitly detailed within these written Terms and Conditions, provided such rules are implemented reasonably and consistently for the safety, enjoyment, and orderly operation of the resort.

SECTION 8: INDEMNIFICATION, LIABILITY WAIVER, & PHOTO RELEASE

In consideration of being permitted to rent accommodations, occupy sites, and participate in recreational or aquatic activities at LLR, the Guest hereby fully and finally releases, waives, and holds harmless Lorimer Lake Resort Inc., its owners, employees, volunteers, directors, and officers from any and all liability, claims, damages, costs, or expenses arising from any loss, property damage, personal injury, or death that the Guest, their family members, or

invitees may suffer while present on or about the resort premises, including claims arising from the negligence of LLR, its employees, agents, or contractors, except where prohibited by law.

The Guest acknowledges that participating in resort activities, including but not limited to swimming, boating, water-skiing, wakeboarding, wake skating, and utilizing docks, involves inherent risks of severe bodily injury, drowning, or death. These risks include collisions with watercraft, docks, hidden lake obstructions, shorelines, or vehicles, as well as equipment malfunctions or changing environmental conditions. The Guest assumes all such risks voluntarily.

LLR is located in a natural wooded environment. The resort owner is not responsible for damage or injuries caused by natural occurrences, including falling branches, severe weather, or trees. Guests are required to inspect their site surroundings and report any visibly dead, diseased, or unstable trees or hazards to Management immediately. Guests shall not prune, cut, or alter any trees or vegetation on resort property.

LLR does not provide property or liability insurance for Guest belongings. All Guests are strictly required to maintain their own independent liability, health, watercraft, and property insurance policies covering all personal risks while staying at or utilizing the facilities of Lorimer Lake Resort Inc.

The Guest irrevocably grants LLR the perpetual, royalty-free right to use, reproduce, and publish any photographs, digital images, or video recordings taken of the Guest or their accompanying minors while on the resort property for marketing, promotional, or advertising purposes across any media platform. The signing Guest represents that they are the parent, legal guardian, or otherwise authorized to provide consent on behalf of any accompanying minors.

This agreement, including the liability waiver and indemnity provisions, shall be governed exclusively by the laws of the Province of Ontario and the federal laws of Canada applicable therein. The parties hereby attorn to the exclusive jurisdiction of the Courts of the Province of Ontario.

If any provision of these Terms and Conditions is found to be invalid or unenforceable by a court of competent jurisdiction, the remaining provisions shall remain in full force and effect.

No failure or delay by LLR in enforcing any provision of these Terms and Conditions shall constitute a waiver of any rights or remedies available to LLR.

SECTION 9: WATERCRAFT & DOCKING REGULATIONS

All boaters and slip renters must strictly observe designated resort docking and tie-up rules. Watercraft must be properly sized for the assigned slip and secured using approved marine mooring lines to withstand high winds and changing weather conditions.

If a Guest's watercraft causes structural damage to the docks, anchor systems, slips, or resort shoreline infrastructure (including but not limited to pulling anchors or fracturing dock frameworks), the Guest accepts full financial liability. LLR retains the contractual right to automatically charge the Guest's credit card on file for the documented cost of all engineering and physical repairs.

All watercraft moored or docked at LLR must be equipped with an operational, automatic sump/bilge pump powered by a reliable marine battery backup system. LLR takes absolute zero responsibility if a watercraft takes on water, floods, or sinks. All salvage and environmental cleanup costs are the sole responsibility of the Guest.

BINDING ACCEPTANCE VIA EMAIL CONFIRMATION

The Guest explicitly agrees that this document is incorporated into the booking process. Receipt of these Terms and Conditions via email from Lorimer Lake Resort Inc., followed by the Guest's reply email confirming the reservation or stating acceptance, constitutes a valid, legally binding electronic signature. No physical signature is required to enforce these terms.