

**Membership Agreement No. \_\_\_\_\_**

**PORT SEVERN CAMPERS ASSOCIATION  
MEMBERSHIP AGREEMENT**

**OVERVIEW AND SIGNATURE SECTION (OSS)**

- Note:** a) This is a Membership Agreement only.
- b) Under the terms of this Agreement, the Member is entitled to the exclusive use of a specific Site and the use of the Common Areas.
- c) OWNERSHIP OF THE SITE AND THE COMMON AREAS REMAINS WITH THE PORT SEVERN CAMPERS ASSOCIATION.

This Membership Agreement is comprised of the following parts:

Overview /Signature Section,  
Acceptance Statement Section,  
Record of Termination of Membership Section,  
Schedule 'A' Lands Owned by the Port Severn Campers Association,  
Schedule 'B' Rules and Regulations Regarding the Use of Sites and Common Areas,  
Schedule 'C' Facilities, Services and Financial Management Provided by the Association,  
Schedule 'D' Building and Site Coverage Regulations,  
Schedule 'E' Penalties,  
Schedule 'F' Bylaws of the Port Severn Campers Association.

Any reference to "Agreement" shall mean and include all parts of this Membership Agreement as listed above.

This MEMBERSHIP AGREEMENT is

BETWEEN

The PORT SEVERN CAMPERS ASSOCIATION, AN ONTARIO CORPORATION,  
hereinafter called the "Association" or the "Corporation" OF THE FIRST PART;

AND

\_\_\_\_\_,

hereinafter called the "Member" OF THE SECOND PART,

with respect to the Membership in the Association that is attached to the Site known as Site Number \_\_\_\_\_ (the "Site") as shown on the Official Site Plan on file in the Association's office, located in the recreational vehicle (trailer) park known as WILDWOOD BY THE SEVERN (the "Park"), Port Severn, Ontario.

WHEREAS:

The Association owns the lands and premises known as WILDWOOD BY THE SEVERN, comprised of all and singular that certain parcel of land and premises situate, lying and being in the Township of Georgian Bay (formerly the geographical Township of Baxter) in the District Municipality of Muskoka (formerly The District of Muskoka) and being composed of those lands described in Schedule 'A' of this Agreement;

WHEREAS:

The Association was incorporated on May 7, 1982 as a non-profit Ontario corporation without share capital and is owned exclusively by its Members;

WHEREAS:

The Association through its Board of Directors, (the "Board") has, under its Bylaws, the power to grant memberships in the Association;

AND WHEREAS:

The person(s) named above has/have read the entire Agreement and completed an Application for Membership;

THE ASSOCIATION AND THE PROSPECTIVE MEMBER(S) AGREE THAT:

- OSS.1.a. This Agreement revokes and replaces any and all previous agreements that may have been or may be in existence with respect to the Site, (e.g., any lease or other agreement with 332595 Ontario Limited, Lifetime Membership Subscription Agreement with the Port Severn Campers Association, Membership Agreement (Interim Form) with the Port Severn Campers Association);
- OSS.1.b. Notwithstanding 1.a. above, a Member may hold a Membership with respect to two (2) Sites in accordance with Bylaw Three (F.3.5.c.i.- iii.)
- OSS.2. The Association shall manage the Park in accordance with the terms of this Agreement;
- OSS.3. The Association shall provide the facilities and services as described in Schedule 'C' of this Agreement and as it may be amended from time to time;
- OSS.4. The Member DOES NOT OWN THE SITE but is hereby granted, for the lifetime of the Member in the Association, the exclusive right to occupy the Site as a private single Site and for no other purposes and the right to use, in common with others, the Common Areas, subject to the limitations described in this Agreement;
- OSS.5. The Member may direct in his/her will, in a manner that is consistent with the Bylaws of the Corporation, his/her Membership to his/her heirs or successors without prior approval of the Board;

- OSS.6. This Membership represents ONE (1) EQUAL SHARE of the Assets of the Corporation upon dissolution of the Corporation;
- OSS.7. The Member shall comply with all the terms and conditions as described in this Agreement and this Agreement as amended from time to time in accordance with the Bylaws of the Port Severn Campers Association;
- OSS.8. The Member, his/her family, and visitors in this Agreement (being called “Guest” or “Guests”) may use all facilities and areas of the Park not designated as Sites, provided such use is in compliance with the Rules and Regulations (refer to Schedule ‘B’), while using any facilities and areas of the Park, common or private; *(Updated May 21/23 GM)*
- OSS.9. The Member shall ensure that his/her Guests comply with the rules and regulations as set out in Schedule ‘B’ of this Agreement and all other relevant parts of this Agreement;
- OSS.10. The Member shall comply with the bylaws of the Township of Georgian Bay as they apply to the Park;
- OSS.10.a. The corporation cannot accept more than \$9,500 yearly from any government program, so as not to be classified as a public benefit corporation. *(Added Sept 3/23 AGM)*
- OSS.11. The member shall not offer services to the general public or locate any business on the site or anywhere else in the park; *(Updated Sept 30, 2020 AGM)*
- OSS.12. The Member shall not engage in any activity that would result in the cancellation or threat of cancellation of insurance policies on the property of the Association;
- \*OSS.13.a. No Member may rent or lease their unit or site. Any rental by Members will be considered operating a business for profit under B.7. of the MA. This provision is included to ensure the integrity of the community and to prevent any potential disruption or negative impact on the quiet enjoyment of the park by all its Members. *(Added May 21/23 GM)*
- OSS.13.a.ii. The Member may only rent the dock associated with the Site specified in this Agreement to another Member or a current Seasonal Lease Holder for a period of time that does not extend past the end of the current season. *(Approved June 2, 2018 GM)*
- OSS.13.c. The Member shall be responsible for the conduct of his/her Guest(s) and shall be responsible for any damage to Association property and/or other Members and their property as a result of the conduct of the Guest(s); *(Updated May 21/23 GM)*
- OSS.13.d. The Member shall not be relieved of any of his/her obligations under this Agreement by so renting the Site;

- OSS.14.a. The Member shall pay the Association, in accordance with the Bylaws, the Annual Maintenance Fee, other assessments as required by various levels of government (e.g., property tax) and any other assessments that may be recommended by the Board and approved by the Membership including contributions toward capital projects and the reserve funds;
- OSS.14.b. The share of the Annual Maintenance Fee and other assessments, including contributions towards capital projects and the reserve fund(s) assigned to each Membership, shall be determined by dividing the total funds required in each case by the number of Member owned Memberships in existence at the time the total amount(s) was/were approved;
- OSS.15. The Member may relinquish his/her Membership in accordance with the Bylaws;
- OSS.16.a. If the Board or its designate, determines, in its absolute discretion, that an emergency exists, a person authorized by the Board or its designate, may access the Site at any time and without notice to inspect or repair the Site or services;
- OSS.16.b. The Board or its designate may, with due notice, conduct an annual inspection of each Site to ensure that the Members are in compliance with the terms of the Membership Agreement.
- OSS.17. The Member may be required to surrender his/her Membership in the Association in accordance with the Bylaws; (Refer to Bylaw Three, (F.3.10.a.-c., F.3.11.a.-c.iii.)
- OSS.18.a. The Member shall indemnify the Association and/or any other Member or Members against injury or loss or damage caused because of neglect or any other cause by the Member or his/her Guests, including damage caused by the operation of an unlicensed motor vehicle;
- OSS.18.b. The Member agrees to maintain two million dollars (\$2,000,000) liability insurance, and coverage on the recreational vehicle (trailer), and all structures located on the Site, assigned by the Association to the Member, and provide proof of insurance when requested by the Association. Failure to comply may result in the loss of the Member(s)'s Membership. *(Updated Sept 3/23 AGM)*
- OSS.19.a. The Association and its representatives may have access to and use, for the purpose of conducting the business and activities of the Association, the Member's Site number, name, email address, mailing address, and if different, home address, and telephone number(s), – hereto called the “Internal Contact Sheet”. *(Updated Sept 1 2025 AGM)*

- OSS.19.b. The Association and its representatives who have access to this information shall not share this information with any unauthorized persons, Members or otherwise, unless required by law. *(Updated Sept 1 2025 AGM)*
- OSS.19.c. The association maintains a Membership Register for the lifetime subscriptions to the association. For the purposes of ONCA disclosures, this list will use 164 Lone Pine Rd. and member site number as the only contact information on that list. *(Updated Sept 1 2025 AGM)*
- OSS.20. This Agreement shall be read with all changes of number and gender required by the context;
- OSS.21. All capitalized terms in this Agreement, as well as some other terms used in this agreement shall have the same meaning as defined in the Agreement and/or the attached Glossary.
- OSS.22. Each provision of this Agreement shall be deemed to be independent and severable, and the invalidity or enforceability in whole or in part of any one (1) or more of such provisions shall not be deemed to impair or affect the validity or enforceability or the effect of the remainder of this Agreement and in such event, all the provisions of this Agreement shall continue in force and effect as if such invalid provision had never been included;
- OSS.23. In the event that this Membership is held by two (2) persons, they shall be entitled to the benefits of this Agreement in the manner and to the extent such Membership is held at law and shall be jointly and severally liable to fulfill any obligations provided for in this Agreement;
- OSS.24. Following approval of acceptance by resolution of the Board as per Bylaw Three, (F.3.4.a.-b.) and the affixing of the Corporation Seal as per Bylaw Two, this Agreement shall be for the benefit of and be binding on the Member and the Association and on the Member's heirs, executors, administrators, successors and assigns.

IN WITNESS WHEREOF the parties have hereto set their hand.

PORT SEVERN CAMPERS ASSOCIATION

MEMBER

Per:

\_\_\_\_\_  
Signature of Signing Officer

\_\_\_\_\_  
Signature of Member

\_\_\_\_\_  
Printed Name of Signing Officer

\_\_\_\_\_  
Printed Name of Member

\_\_\_\_\_  
Position of Signing Officer

\_\_\_\_\_  
Signature of Signing Officer

\_\_\_\_\_  
Signature of Member

\_\_\_\_\_  
Printed Name of Signing Officer

\_\_\_\_\_  
Printed Name of Member

\_\_\_\_\_  
Position of Signing Officer

WITNESS:

\_\_\_\_\_  
Signature of Witness

\_\_\_\_\_  
Printed Name of Witness

DATED this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

**PORT SEVERN CAMPERS ASSOCIATION  
MEMBERSHIP AGREEMENT**

**ACCEPTANCE INTO MEMBERSHIP STATEMENT**

The person(s) named in the foregoing Overview and Signature Section of this agreement, namely,

\_\_\_\_\_, \_\_\_\_\_,

was/were accepted by resolution of the Board as a Member or as Members of the Port Severn Campers Association with respect Site No. \_\_\_\_\_, at the Board meeting held on the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

In witness whereof, the Seal of the corporation has been affixed hereto and also adjacent to Bylaw Two.

Copy of the signed Overview /Signing Section and the completed Acceptance Into Membership Statement Form to the office Membership file for this Site.

Copy of the entire Agreement, complete with signatures and the Seal of the Corporation, to the Member(s).

**PORT SEVERN CAMPERS ASSOCIATION  
MEMBERSHIP AGREEMENT**

**RECORD  
OF  
TERMINATION OF MEMBERSHIP  
IN  
THE PORT SEVERN CAMPERS ASSOCIATION**

I/We \_\_\_\_\_

Relinquish all rights associated with Membership No. \_\_\_\_\_ in the Port Severn

Campers Association and, consequently,

I/We relinquish all rights to the use of Site No. \_\_\_\_\_ and the Common Areas in the  
recreational vehicle (trailer) park known as

WILDWOOD BY THE SEVERN.

WITNESS:

\_\_\_\_\_  
Signature of Member

\_\_\_\_\_  
Signature of Member

\_\_\_\_\_  
Printed Name of Member

\_\_\_\_\_  
Printed Name of Member

\_\_\_\_\_  
Signature of Witness

\_\_\_\_\_  
Printed Name of Witness

DATED this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.