

22 WING NORTH BAY
RECREATIONAL VEHICLE COMPOUND USER AGREEMENT

Parking Space # _____

This is an agreement between the 22 Wg North Bay Wing Commander and:

Full name (as per driver's license): _____

in consideration for being allocated a storage space at the 22 Wing RV Compound.

Registered User's information (further referred to as "User"):

Category of User (circle one): 1a 1b 2 3 4

Component, if applicable (circle one): Reg F Res F

Sqn / Branch / Unit of employment: _____
(e.g. WATS / MSS, Algonquin Regt, MFRC, etc.) (this is also required for civilians and CAF personnel employed off-Wg)

Service Number: _____ Birth Date: _____
(related to NPF payment processing)

Home Phone: _____ Cell phone: _____

Personal e-mail: _____

Work Local: _____ Work E-mail: _____

Home address: _____
(as per driver's license) (if claiming to be Cat-1a, this address must be a 22 Wg address)

Authorized user access: _____
(this persons would be given the passcode in the User's immediate family to access compound)

Type(s) and license plate(s) of vehicles:
(e.g. 26' camper trailer, ABC 123 / 12' utility trailer, ABC 123)

1. _____
2. _____
3. _____

Vehicle(s) registration and insurance slips will all be scanned and attached to the signed user agreement.
All vehicle slips must indicate the same address as on the registered user's driver's license.

Terms and Conditions

I _____ hereby agree to the following terms and conditions:
(First and Last name of registered user)

1. **New Registration and Payment.** Upon registration, the user shall pay the sum of \$120.00 in storage charges for 70' lot, \$100.00 for the 50' lot, and \$80.00 for the 35'- lot for the applicable year. Registration is performed at the MCpl JJP Legault Fitness and Wellness Centre's front desk, where payment can be made by cash, debit or CC. The period of storage is from 01 Sep – 31 Aug. Cat-1 members may register, and utilize, the compound prior to the 01 Sep timeframe, subject to availability. Other category personnel may request access to the compound, however they may be wait listed until 01 Sep. The 01 – 15 Sep period will be used to determine if the lot will be over capacity. If so, a lottery will be held to determine who, from the lowest category will be provided a spot.

2. **Registration Renewal.** Any Cat-1 users wishing to renew their registration for an additional year shall report to the MCpl JJP Legault Fitness and Wellness Centre prior to 01 Sep to indicate their intentions, and pay their fee. Cat-1 personnel can retain their site for the duration of their posting to 22 Wg / North Bay provided they have a continued requirement, and they are in good standing. All other categories of users will indicate their intentions to renew between 01-31 Aug, but could remain wait-listed until 15 Sep to determine availability. As indicated above,

- a. Failure to indicate renewal intentions prior to 01 Sep will be taken as an indication of no longer requiring access, and the registered lot will be deemed as available for re-allotment to another user.
- b. Indicating intention to renew, but failing to pay the fee prior to 30 Sep will be taken as no longer requiring access, and the registered lot will be deemed as available for re-allotment to another user.
- c. Unless special arrangements have been made between the user and the 22 Wg RV Compound Manager (RVC Mgr), any vehicle remaining in a parking space, where payment has not been received prior to 30 Sep, will be deemed as abandoned and towed (at owner's expense if applicable).
- d. RVC Manager will provide access code to the compound upon completing full registration or renewal which constitutes of providing full payment and all required paperwork (Registration and Insurance proof) for the current year.

3. **Fees.** The user understands that fees are subject to recurring review and, if required, change. All users will be informed by the RVC Mgr if the rates are expected to be, or are, changed. Any rate changes will be effective at the beginning of the new pay period – 01 Sep. Paid fees are non-refundable. The user is not entitled to any pro-rated rates or refunds in the event user terminates the agreement prior to the end of the storage period, for any reason.

4. **User's information change.** If, at any time, any of the information for the user or stored item, from page 1 changes, the user will contact the MCpl JJP Legault Fitness and Wellness centre's front desk and / or the RVC Mgr to relay the new information.

- a. If the change determines that the user no longer belongs to a specific category (due to certain releases, a move out of 22 Wg geographical boundaries, change in employment, etc.), the user will be required to remove their items from the compound.
- b. If the change is to contact information only, or a change of categories (e.g. from 1b to 2 (component xfer) – or – 1b to 4 (retirement), the user may continue to use the compound providing they remain in the 22 Wg geographical boundaries.

5. **Insurance and Registration.** All vehicles shall have valid registration and insurance on their stored items (as applicable – e.g. no specific insurance on a small size utility trailer as it is covered under house insurance). The user will ensure that the insurance and registration remain valid for the duration that the item is stored within the compound. Annually, the user will be required to present the necessary documentation / slips to the MCpl JJP Legault Fitness and Wellness Centre front desk attendant to renew registration. The front desk attendant will make copies of this documentation for the registration file.

6. **Subletting.** No user shall sublet their parking space to another person, regardless if the new person falls within a specific category or not. Any person found subletting their spot will have their items removed immediately, and stored, at the owner's expense. Both the user, and the owner of the removed items, will be banned from using the RV Compound from that point forward. If applicable, the user, and owner of the removed items, may be subject to disciplinary and / or administrative measures.

7. **Allotted parking space.** All users shall ensure that their stored items do not overlap into another user's allotted space. Users requiring larger parking spaces (due to larger item storage or an addition of items) shall request a larger space, and assignment will be subject to availability and priority of category. No users shall move their stored items into a possibly vacant parking space without the approval of the MCpl JJP Legault Fitness and Wellness centre's front desk attendant (thru formal re-assignment) and / or the 22 Wg RVC Mgr. Users may swap spots with other users only if approved by the RVC Mgr, new user agreements will need to be completed by both users.

8. **Winter access.** As there is a cost associated to snow removal, and a limited space for cleared snow placement, the RVC Mgr will only occasionally request that snow be cleared from the compound. If there is a specific request by a user to have snow cleared, it will have to be properly substantiated, and at least two weeks prior to the specific date where access is required. Each tenant may conduct snow removal related to their own lot if absolutely necessary. Any damages caused to neighbouring trailers or grounds, will be covered by the tenant removing the snow. Coordination with RVC Mgr must be completed prior to conducting the snow removal. There can be no guarantees that the snow clearing will take place, as these requests will go to Wg CE to address. The Wg has specific orders of priority for snow clearing (SNIC plan) and the RV compound would fall fairly low on the list. Having stated that, the RVC Mgr will endeavour to get the snow clearing completed.

9. **Acceptable items.** The only items that are acceptable within the RV Compound are the following:

- a. Motorhomes;
- b. Camper trailers (fifth wheel, travel trailer (hard sides), tent trailer, hybrid trailer);
- c. Vehicle utility trailers (flat deck, open, enclosed, toy haulers, etc.);
- d. Ice fishing huts (individually towable by snowmobile / quad, or on a trailer);
- e. Smaller trailers (designed to be towed by a quad or snowmobile); and
- f. In the small item storage spots (lots 91&92), the user will identify the items to be stored to the RVC Mgr, and the manager will determine if it is acceptable or not.

10. **Unacceptable items.** Examples of unacceptable items are as follows:

- a. Vehicle projects – vehicles in a partial / dismantled state;
- b. Seasonal personal transport vehicles (e.g. "winter beaters", summer vehicles);
- c. Non-towable items (e.g. storage sheds);
- d. There will be no storage of flammable / hazardous liquids or substances within the RV compound (beyond what is encased within engines, etc.); and
- e. In all cases, the RVC Mgr will determine what is and isn't acceptable if it does not fit

11. **Condition of stored items.** All stored items are to be in serviceable condition (e.g. not a vehicle project) and not in a state of disrepair / unsightliness. The user will react within 14 days to any item deemed by the RVC Mgr as requiring repair, or needing a specific concern addressed. If it is not addressed within that time frame, to an acceptable level as determined by the RVC Mgr, the user will be directed to remove the item from the compound, or it will be towed. The item may only be returned after the identified concern / defect is rectified, and accepted, by the RVC Mgr.

12. **Maintenance.** The user will not perform any maintenance, beyond that which is identified below as acceptable maintenance, on the stored item while it is in the compound. Additionally, any stored item that contains oil, fuel, or any other hazardous items that may leak (e.g. glycol, gray / black water), will have a drip pan placed beneath that portion of the vehicle where a leak may develop (e.g. trailered boat with an outboard motor will have a drip pan beneath the motor).

a. Acceptable maintenance:

- i. inflation of and / or changing of a flat tire;
- ii. removal, installation of batteries;
- iii. removal / addition of tarps or securing straps; and
- iv. maintenance required (short duration) for secure and safe transport of stored item (e.g. addressing a broken tow chain, hitch locking mechanism, this does not mean items such as re-wiring of trailer lights, re-packing wheel bearings).

b. Unacceptable maintenance:

- i. fluid changes of any sort (especially hazardous fluids subject to spilling);
- ii. "winterizing" or other use / storage preparations (clearing of water tanks);
- iii. vehicle projects;
- iv. greasing / lubricating (repacking of bearings);
- v. rust prevention sprays, etc.; or
- vi. painting;

c. If in doubt, contact the RVC Mgr for guidance. Anyone caught performing unacceptable maintenance will be directed to remove their items (or have them towed and stored, at the owner's expense). The user will be banned from using the RV Compound from that point forward. If applicable, the user may be subject to disciplinary and / or administrative measures.

d. If any user sees that any fluid / substance is leaking from their, or another users', stored item, they will contact the RVC Mgr (and the 22 Wg Fire Chief if applicable for hazardous substances) as soon as possible. The person identifying the leak / spill is to take every action possible to contain the spread of the substance. If it is significant in nature and / or after hours, contact the MCC at ext 6400 so that they may take the necessary actions.

13. **Vacating actions.** If / when the user permanently vacates my parking space, he / she will inform the MCpl JJP Legault Fitness and Wellness front desk attendant and the RVC Mgr. When vacating the parking space, the user will remove any and all garbage / refuse from the location. Additionally, the user will report any damage / maintenance concerns to the RVC Mgr as soon as possible.

14. **False / Misleading Information.** Providing false / misleading / inaccurate information in any regard is grounds for being banned from using the RV Compound and for having your items removed and stored at your expense. An example of false information is if you are a Res F mbr living off base but you claim to be a Reg F mbr living off base (in effort to be a Cat 2 vice Cat 3). Misleading information is providing proof of insurance to become a user of the compound, then cancelling your insurance. If applicable, the user may be subject to disciplinary and / or administrative measures.

15. **Liabilities / Indemnity.** I acknowledge that liability and property insurance for my trailer / vehicle / stored item is my responsibility and I hereby state that I have all necessary and required insurances. I further:

- a. Release and forever discharge His Royal Highness the King, the Wing Commander, 22 Wing North Bay, all Canadian Forces Officers and Non-commissioned members, and all of His Hines servants and agents, from any and all claims for loss, injury or damages to my or my family's person or property and all manner of actions, causes of action, suits, debts, dues, accounts, bonds, covenants, contracts, claims and demands whatsoever arising from or contributed to by the storage of my trailer/vehicle in the 22 Wing North Bay RV Compound; and
- b. Agree to indemnify and save harmless His Royal Highness the King, the Wing Commander, 22 Wing North Bay, all Canadian Forces Officers and Non-commissioned members, and all of His Highness servants and agents, from any loss, injury or damage to persons or property and from all manner of actions, causes of action, suits, debts, dues, accounts, bonds, covenants, contracts, claims and demands whatsoever arising from or contributed to by the storage of my trailer/vehicle in the 22 Wing North Bay RV Compound.

The current RV Compound Manager is: MWO Sebastian Binczak

Phone : 705-494-2011, ext 6400

E-mail: sebastian.binczak@forces.gc.ca

Dated this _____ day of _____ 20____ at 22 Wing North Bay, Ontario.

(Signature)

(Witness' signature)

(Witness' Name)