

SCHEDULE "O"
Sub-License of Occupation

Between:

Kootenay Boundary Joint Venture

"Member"

And:

"Occupant"

The Member is a shareholder of Christina Lakeside Resort Ltd. and as such is entitled to occupy various R.V. sites pursuant to a Member's License Agreement. The Member agrees to sub-license the Occupant to occupy site number _____ (the "Site") during the 1996 season, starting on _____, 1996 and ending on _____, 1996, (the "Season").

The licensing of the Site by the Member to the Occupant shall be in consideration for and subject to the following terms and conditions:

1. This license is personal to the Occupant and those eligible family members, in accordance with the Articles of Christina Lakeside Resort Ltd. as follows:

Name	Relationship	Date of Birth

2. The sub-license fee of \$_____, plus GST of \$_____ and PST of \$_____, payable in full on or before _____.
3. This sub-license is not assignable. The sub-license is limited to the Site and to one recreational vehicle to be placed on the Site during the Season. The recreational vehicle may not be removed from the site and replaced with another without the written permission of the Member.
4. It is understood that other visitors of the Occupant including family members and friends shall be charged admission as determined by the Member from time to time. The Occupant shall not permit anyone to occupy their Site during their absence without prior written approval of the Member, which consent may be unreasonably withheld and payment of applicable fees.

5. This sub-license is for the occupation of the Site specified only and the Occupant acknowledges that he is a licensee with respect to any facilities assigned to the Occupant and is deemed to have willingly assumed, without restriction, all risks arising out of the Occupant's use of the Site and the campground.
6. All deposits are non-refundable and are held against the final balance owing in any Season. Upon breach of any term of this agreement the deposit is forfeited as liquidated damages and not as a penalty.
7. Any failure to make any payments required under the terms of this Agreement and any breach of any of the Rules and Regulations of Christina Lakeside Resort Ltd. by the Occupant, or guests of the Occupant or other persons attending at the Occupant's site, shall be deemed to be a breach of this sub-license and this license may be immediately terminated at the option of the Member.
8. The use of the specified Site shall be for recreational and/or vacation purposes only. In addition to the specified Site, the Occupant shall have the use in common with others so entitled to all common areas provided in the campground without additional charge. This sub-license may be renewed at the discretion of the Member from year to year save and except any adjustment in the fees charged, unless terminated by either party, in writing, on or before September 30 of any year.
9. In addition to the foregoing, the Occupant shall pay any taxes, assessments or levies or license fees imposed by any taxing authority on or as a result of any equipment, fixtures, improvements, furnishings or vehicles erected, placed or left on the Site by or on behalf of the Occupant which additional charges shall be payable immediately upon receipt of any notice or demand for payment received by the Member and conveyed to the Occupant.
10. The Occupant hereby acknowledges receipt of and agrees to be bound by the terms and conditions of the Rules and Regulations of Christina Lakeside Resort Ltd. as presently in existence, being Schedule "A" hereto, or as may be reasonably established hereafter or at the discretion of the Christina Lakeside Resort Ltd. from time to time. Amendments to this sub-license, at the discretion of the Member, may be instituted with written notice to the Occupant. Any amendment will allow the Occupant to end the sub-license and leave the R.V. campground with no penalty upon written notice to the Member within seven (7) days of receipt of such amendment.
11. The Occupant hereby undertakes and agrees that the Occupant will inform any family members specified in the sub-license or otherwise, as well as guests, visitors or other persons attending at the Occupant's Site as to the Christina Lakeside Resort Ltd. Rules and Regulations, from time to time. The Occupant is responsible for the observance of Christina Lakeside Resort Ltd. Rules and Regulations personally or by any family members, guests, visitors or other persons attending at the Occupant's Site or in the campground with the Occupant's permission or knowledge. Children under nineteen (19) years of age must not be left unsupervised by the Occupant at the Site or in the campground overnight.

12. The Occupant hereby authorizes and directs the Member, upon termination of this sub-license for any reason, to act as the Occupant's agent for the securing and/or removal of any of the Occupant's property from the Site, or elsewhere in the campground, and the Member shall not be liable for any damages thereby occasioned.
13. The Member and Christina Lakeside Resort Ltd. assume no responsibility for any loss through fire, theft, collision or otherwise to any property of the Occupant on the Site on located in or about the campground including but not limited to trailers, additions, improvements, automobiles and their contents, regardless of cause. The Occupant agrees that the use of the campground or its facilities is solely at the risk of the Occupant, or guests of the Occupant. The Occupant and guests of the Occupant for themselves, their heirs, executors, administrators, successors and assigns HEREBY RELEASE, WAIVE AND FOREVER DISCHARGE the Member and Christina Lakeside Resort Ltd., their respective agents, servants, successors and assigns OF AND FROM ALL CLAIMS, demands, damages, costs, expenses, actions and causes of action, whether in law or equity, in respect of death, injury, loss or damages to the Occupant, guests of the Occupant or their property HOWSOEVER CAUSED, arising or to arise by reason of use or occupation of the Site and use of the campground or otherwise, whether prior to, during or subsequent to this AND NOTWITHSTANDING that the same may have been contributed to or occasioned by the negligence of any of the aforesaid. The Occupant further undertakes to indemnify all of the aforesaid from and against any and all liability by way of any of the Occupant or guests of the Occupant or all of them arising as a result of or in any way connected with this sub-license.
14. The Occupant hereby undertakes and agrees to abide by all of the terms and conditions of any applicable municipal, provincial or federal laws and regulations and any failure to do so may be deemed to be by the Occupant, or guests of the Occupant or other persons attending at the Occupant's Site with or without the Occupant's permission, a breach of this sub-license.
15. The address for notification under the terms of this sub-license, or otherwise, shall be as set out above, unless written notice of a change has been given by regular first class mail. Any notification pursuant to the terms of this sub-license shall be deemed to have been received five working days after it was posted.
16. In the event of any default of any of the terms and conditions of this agreement, the Member shall have the following rights:
 - (a) on four (4) days prior written notice delivered or deemed received under the terms of this sub-license to re-enter upon the Site and repossess the Site, thereby ending this license agreement;
 - (b) to sue for any overdue payments or damages arising out of breach of this sub-license agreement together with interest, costs of any solicitor on a solicitor and own client basis together with any other costs of any nature or kind which may be incurred in repossessing the Site and collecting overdue payments or damages;

