

Priority Reservation Agreement (the **PRA**)

Made between:

The Old Place RV Park Ltd.

(hereinafter referred to as the "**Owner**"),

and:

\_\_\_\_\_

(whether one or more, hereinafter referred to as the "**Occupant**").

The Resident may be contacted by the Owner using the following information:

ADDRESS: \_\_\_\_\_

PHONE (W): \_\_\_\_\_ (CELL) \_\_\_\_\_ (H) \_\_\_\_\_

EMAIL: \_\_\_\_\_

The Occupant has expressed interest in a license of occupation for a site at the Ocean Winds RV Park (the "Resort") located at 747 Old Place Road, Saanichton, BC.

In consideration of the payment of a deposit (the **deposit**) of \$\_\_\_\_\_ the Owner agrees to place the Occupant in priority sequence, for the opportunity to license a Site at the resort in accordance with the Owner's standard form documents. The deposit will be cashed within 72 hours and held in trust until such time as a binding agreement between the Owner and the Occupant is executed. The Occupant acknowledges that pricing has not been released at this time. The Occupant confirms its interest in the following sites based on the site plan attached hereto as Schedule "A".

- 1<sup>st</sup> priority - site # \_\_\_\_\_
- 2<sup>nd</sup> priority - site # \_\_\_\_\_
- 3<sup>rd</sup> priority - site # \_\_\_\_\_
- 4<sup>th</sup> priority site # \_\_\_\_\_
- 5<sup>th</sup> priority site # \_\_\_\_\_

The Owner and the Occupant agree that:

1. The Owner shall notify the Occupant and schedule a meeting in priority sequence, in order to provide the Occupant with the availability, pricing, and an opportunity to review a License of Occupation Agreement (the "LOA") in the Owner's standard form. The LOA will secure a specific site. Within 14 days of being presented the LOA, the Owner shall provide the Occupant the first

right of refusal to enter into the LOA. Notification via email or phone will be deemed in compliance with this clause.

2. Upon execution of a LOA, the deposit shall form a part or all of the initial deposit under that agreement and shall be dealt with as required by that agreement.
3. The Occupant shall be entitled to unilaterally terminate this PRA upon written notice to the Owner, which notice need not set forth any reason for such unilateral termination.
4. If for any reason the Occupant fails to attend the scheduled meeting, or the Owner sells out prior to the entering into a LOA with the Occupant, the Owner may terminate this PRA and refund the deposit, in which case the Occupant shall have no further rights under this PRA.
5. Upon termination or expiry of this PRA, the deposit shall be returned forthwith to the Occupant at the address set out on page 1 (or such other address the Occupant shall designate in writing from time to time).
6. The reservation hereby created and the provision of the deposit by the Occupant shall in no event create any legal, binding relationship between the Owner and the Occupant requiring the licence of a site or otherwise require either party to do anything not stipulated in this PRA. Both the Occupant and the Owner intend that a legally binding license of a site can and will only be created upon the execution of a LOA.
7. This PRA shall not be assigned by either party.

This PRIORITY RESERVATION AGREEMENT is made at the \_\_\_\_\_ in the Province of British Columbia on this \_\_\_\_\_ day of \_\_\_\_\_, 2019.

The Old Place RV Park Ltd.

Per: \_\_\_\_\_

\_\_\_\_\_  
Occupant: \_\_\_\_\_