

**THE PENTECOSTAL ASSEMBLIES OF CANADA
MANHATTAN BEACH RETREAT CENTRE, NINETTE, MANITOBA**

PERMIT TO LOCATE

PERMISSION IS HEREBY GRANTED TO THE PERMIT HOLDER NAMED BELOW to erect, move in, or purchase a cottage or other accommodation (to be) situated on

_____, Manhattan Beach Retreat Centre, owned and operated by the Manitoba and Northwestern Ontario District of The Pentecostal Assemblies of Canada and is subject to its by-laws and Statement of Faith in the Constitution. The Camp Executive appointed by the District Executive for a 2-year term, is responsible to carry out the administration and operation of the camp primarily as a spiritual retreat, committed to the upgrading of the physical profile and permission to the placement of buildings/cottages on camp owned property within the requirements of this Permit to Locate. The Camp Executive is responsible to the District Executive who in turn is responsible to the District Conference. The permission hereby granted is NOT in the nature of a Lease of Land, and DOES NOT give the Permit Holder any interest in the land itself.

BY SIGNING THIS PERMIT, THE PERMIT HOLDER AGREES TO THE TERMS AND CONDITIONS WITHIN THIS PERMIT. Regardless of the number of Permit Holders listed on a single Permit, they are herein referred to as "Permit Holder" and if more than one, their rights and responsibilities are both joint and individual.

The \$500 fee must accompany this application. I also understand that, in order to complete this transaction, a letter of recommendation from my pastor is to be sent to the Camp Board of Directors.

(Print name(s) and address(es) of Permit Holder:)

SIGNED BY PERMIT HOLDER this _____ day of _____, _____.

(Witness)

(Signature)

(Witness)

(Signature)

PERMIT GRANTED by the Camp Executive and signed by its Executive Director

this _____ day of _____, _____.

(Witness)

(Camp Executive Director)

RATIFIED by the District Executive of The Pentecostal Assemblies of Canada

this _____ day of _____, _____.

(Witness)

(District Superintendent)

NOTE: This Permit is automatically validated annually unless the Permit Holder is given a Notice under Section 7 of the Terms and Conditions on the back of this Permit.

(Revised May/2005)

TERMS AND CONDITIONS OF THIS PERMIT TO LOCATE

1. PERMIT HOLDER:

a) The Permit Holder must be member or adherent, in good standing, of a Assembly of The Pentecostal Assemblies of Canada or Assemblies of God, USA, and Permits will not be issued without the written recommendation of the Permit Holder's local Pastor and Board. This recommendation will be submitted to the Camp Executive for approval and issue of Permit, subject to ratification by the District Executive of the Manitoba & Northwestern Ontario District of The Pentecostal Assemblies of Canada ("District Executive").

b) The Permit may be reviewed by the Camp Executive from time to time, and subject to Section 7, the Permit may be terminated if in the opinion of the Camp Executive such termination is necessary because the permit holder is not in compliance with the terms and conditions of the permit.

2. BUILDING:

a) **Any physical land preparations to properties cannot be made until approval of the building development plan by the board.**

b) All buildings, excavations and installations, whether constructed or moved in, and all mobile camp accommodations (eg. motor homes, trailers, recreational vehicles, etc.) must be preapproved in writing by the Camp Executive as to size, location, appearance, quality of materials and workmanship, and any other matters it feels appropriate to approve.

c) Additions, alterations or any structural change to any cottage or other permanent accommodation (herein called "cottage") must likewise be pre-approved by the Camp Executive, and follow all municipal/provincial bylaws.

d) Permit Holder is responsible for all costs related to moving or construction of the cottage, including insurance costs, building permits and inspection from the local governmental authority, installation of septic holding tanks, etc.

e) Should the Permit Holder sell the cottage, or move the cottage from its site, s/he (they) is again responsible for all related costs.

f) The Permit Holder further agrees that in the event the lot is or becomes vacant, he will begin to erect a cottage upon the above mentioned lot within two years of the date of this permit or the date of vacancy.

g) **Permits to locate on undeveloped lots cannot be transferred to anyone (including family) but must transfer back to MBRC if terms of development are not adhered to.**

h) When it is necessary to reacquire the lot for the proper and general physical redevelopment of the Campground, as determined by the Camp Executive and the District Executive and appropriate notice be provided to all Permit Holders, the Permit Holder will be compensated with access to a similar and like/kind of lot for his further use.

3. ACCESS:

a) The Permit Holder may, at his/her/their own expense and subject to the prior written approval of the Camp Executive, construct or upgrade an access road to the cottage.

b) The Permit Holder is permitted to use the "public facilities" of the camp, subject to the policies and directions of the Camp Executive.

4. SERVICE FEE AND TAXES:

a) The Permit Holder agrees to pay an annual service fee, and utility fees as assessed each year by the Camp Executive, plus the assessed Municipal and School Taxes for the cottage and any improvements and the lot, as those taxes are apportioned by the Camp Executive.

b) Annual Notice of the amount of the service and utility fees and Taxes will be sent to the Permit Holder, and is due and payable on September 30th of each year. **These fees will be prorated for the year in which the "Permit to Locate" is granted.**

c) Overdue accounts will be subject to interest on the outstanding balance at the same rate as is levied by the Municipality on outstanding Realty Taxes.

d) The Municipal and School Tax apportionment shall be solely based on the annual assessment base provided by the Province of Manitoba. The Camp Executive and the Permit Holder may together appeal any assessment. Any refunds granted due to a reassessment or successful appeal shall be immediately paid to the permit holder.

5. DUTIES, RESPONSIBILITIES, AND UNDERTAKINGS OF PERMIT HOLDER:

Permit Holder agree to the following:

a) The Permit Holder is responsible for keeping the cottage painted, in good repair, and aesthetically pleasing.

b) The Permit Holder is responsible for proper care and maintenance of the lot or yard on which the cottage is located.

c) The Permit Holder shall comply with Regulations set by the Camp Executive regarding sanitary conditions, waste and garbage disposal.

d) The Permit Holder shall obtain and maintain proper fire and liability insurance coverage for their property, and shall provide evidence of such insurance coverage to the Camp Executive when requested.

e) The Permit Holder agrees and understands that none of the Manhattan Beach Camp, The Pentecostal Assemblies of Canada, or their respective officers, agents, employees or volunteers, assume any responsibility for damage or injury sustained or suffered on or about Manhattan Beach Camp- ground.

6. CAMP REGULATIONS:

a) The Permit Holders will conduct themselves in a manner befitting a Christian Camp, and are subject to all Camp Regulations appended hereto and as revised and posted from time to time.

d) Vehicles may be parked in designated areas only, or as set out in the Camp Regulations.

e) The Permit Holder shall not erect any fences.

7. TERMINATION OF PERMIT:

This Permit may be terminated by the Camp Executive for whatever reason they deemed sufficient but including the following reasons:

a) The Permit is assigned, transferred, bequeathed or sublet by the Permit Holder.

b) The Permit Holder is no longer a member, in good standing with an Assembly of The Pentecostal Assemblies of Canada or the Assemblies of God.

c) The Permit Holder violates and fails to immediately remedy any breaches in the Permit to Locate.

d) Failure to pay accounts remaining in arrears for greater than one year.

e) Trespassing violation as specified in camp regulations.

f) Failure to conduct themselves in a manner befitting the Biblical standards of conduct.

g) Actions of guests which do not conform with terms and conditions of this Permit.

h) When any liens, demands or any other form of charge are registered against Manhattan Beach Camp, and are directly related to the Permit Holder, and upon 30 days notice by registered mail by the Secretary of the Camp Executive, the Permit Holder fails to have the charge removed.

8. TERMINATIONS GENERAL:

a) In the event this Permit is terminated by the Permit Holder or is terminated by the Camp Executive, the Permit Holder is allowed one year (or a longer period of time as may be designated by the Camp Executive) to sell and/or remove the cottage from the Manhattan Beach Camp property.

b) In the event this Permit is terminated by the Camp Executive due to the breach by the Permit Holder of any of these Terms and Conditions, the Permit Holder specifically agrees that there is no cause of action (either at law or otherwise) against Manhattan Beach Camp, The Pentecostal Assemblies of Canada, or their respective officers or representatives, and the Permit Holder agrees not to advance or institute any claim or action against them.

c) The certificate, delivered by register mail to the last known address, of the Secretary of the Camp Executive as to the reason(s) for the termination of this Permit shall be conclusively deemed to be those reasons.

d) In the event this Permit is terminated the time allowed for the sale or removal of the cottage has expired and the cottage has not been sold or removed, then the cottage and all other property remaining in or around it is forfeited by the Permit Holder, and becomes the property of The Pentecostal Assemblies of Canada. The Pentecostal Assemblies of Canada shall sell the accommodation at reasonable market value as soon as possible. The proceeds of sale upon receipt, less any recovered costs must be paid to the Permit Holder.

9. SALE OF COTTAGE:

If the Permit Holder wishes to sell the cottage to another person without removing the cottage from its existing location, such sale is subject to the written approval of the Camp Executive. Such approval will be given if the intended Purchaser meets the qualifications set out in the Permit, and s/he has signed a new Permit.

10. MEMBERSHIP REQUIREMENT:

The Permit Holder who ceases to be member or adherent in good standing of a Assembly of The Pentecostal Assemblies of Canada or Assemblies of God shall have his/her Permit reviewed by the Camp Executive, on the recommendation of the local Pastor, Board, or District Executive. The Camp Executive may terminate the Permit outright, or it may validate it subject to such conditions relating to membership or adherence of a Assembly as it may deem appropriate.

Any action on the Permit by the Camp Executive under this Clause is subject to ratification by the District Executive. Any person who feels aggrieved by the decision of the Camp Executive shall be entitled to make representations to the District Executive before it makes a final decision on the termination or validation of the Permit. The decision of the District Executive shall be final and binding on all persons. The Permit Holder understands and specifically agrees that lack of good standing with a Assembly is sufficient grounds for the immediate termination of this Permit.

11. OTHER TERMS AND CONDITIONS:

a) Any liens, demands or any other form of charge placed against the lot or Manhattan Beach Camp and related to the Permit Holder is the sole responsibility of the Permit Holder. The Permit Holder is responsible to remove immediately any Builders' Liens or other encumbrances for which s/he (they) is responsible from the Title to the land comprising the Campground, or any part of it.

b) If the District intends to or is forced to dispose of the property or any part of it, then the Permit Holders will be given first opportunity to purchase the camp property.

c) If there are further developments in the future which lead to disagreements between the Permit Holder and the Camp Executive which are not specifically dealt with in this Permit to Locate, then the matter shall be referred to the District Executive for mediation, failing which the District Executive may decide the issue and all parties shall be bound by the decision.

Permit Holders are responsible for the actions and conduct of their family members and any guests who visit the Permit Holders or their respective cottage.

b) Failure to comply with Camp Regulations may be considered sufficient grounds for the immediate termination of this Permit by the Camp Executive.

c) The Permit Holder shall not, under any circumstances, cut down any trees or brush without the prior consent of the Camp Executive.