

1 **SEASONAL CAMPGROUND ADMISSION AGREEMENT**

2
3 **THIS AGREEMENT IS BETWEEN THE CAMPGROUND, _____, AND**
4 **THE FOLLOWING PERSONS:**

5 **ADULTS:** _____.

6 **MINORS:** _____.

7 **ONLY THE PERSONS NAMED HERE ARE THE “CAMPERS” OF THIS**
8 **CAMPSITE. THE CAMPERS’ ADDRESS AND OTHER INFORMATION ARE**
9 **ON THE LAST PAGE OF THIS AGREEMENT.**

10 1. **Camping Agreement.** When this Agreement is signed by the
11 Campground and the Camper; and the required Deposit has been
12 Paid, the Camper has the following contractual benefits:

- 13 (a) admission to the Campground;
14 (b) permission to place a Unit on the identified Campsite;
15 (c) permission to Occupy the Campsite;

16 until the end of the Period stated in this Agreement, subject to all Conditions in
17 this Agreement.

18 2. **Defined Terms.** Some of the terms used in this Agreement have
19 definitions. Those terms are Capitalized and listed in the Definitions
20 portion of this Agreement. The definitions stated in that section apply
21 throughout this Agreement.

22 3. **Not A Lease.** This Agreement is a contract which is binding on both
23 the Campground and the Camper. This Agreement is not a lease of
24 real estate and does not convey any property right to the Camper.
25 The Camper is not a tenant. This Agreement is, for legal purposes, a
26 license to use the property of the Campground on the conditions
27 which are stated in this Agreement.

28 4. **Assigned Campsite.** The Camper is assigned the Campsite known
29 as: _____.

30 5. **Period Of Use.** The Period of this Contract starts on April 1, 2012.
31 The Camper may not Occupy the Campsite after the earliest of the following
32 dates:

- 33 (a) six months from the first date of Occupancy; or
- 34 (b) November 15th; or,
- 35 (c) an earlier date of Early Termination under the provisions of this Contract.

36 6. **Not a Residence.** Under Wisconsin law, campgrounds may not be
37 a permanent residence. Camper may not claim the Campground as their
38 permanent address, voting address or other place of residence.

39 7. **Cost.** The Camper will Pay the Campground the following fees:

40 (a) Campsite Fee: For the use of the Campsite during the Period, \$
41 _____. The Fee shall be payable as follows:

42 Camper shall Pay \$ ____ on or before _____.

43 Camper shall Pay \$ ____ on or before _____.

44 Camper shall Pay \$ ____ on or before _____.

45 (b) All fees are non-refundable.

46 (c) Deposit: The amount of \$ _____ to assure payment of Campsite fees
47 and charges, and repair of any damage caused to the Campsite or
48 Campground. The Deposit will be refund at the end of the Period if all
49 charges have been paid and no damage is incurred.

50 (d) Electricity: The amenity fee for electricity to the Campsite.

51 (e) Late Payment Fee. Any fees or charges which are not paid when due
52 are subject to a late payment fee, which shall be the greater of \$10 or five
53 percent (5%) of the late payment. In addition to the late payment fee, the
54 Campground will charge interest on unpaid fees in the amount of one and one-
55 half percent (1.5%) per month for all fees not paid two weeks or more after due.

56 8. **Definitions.** These are the Definitions of the following words as
57 those words are used in this Agreement:

58 Agreement: This Seasonal Campground Agreement between the
59 undersigned person and the Campground.

60 Camper: The person who signs this Agreement and the other persons
61 who are named in the Agreement.

62 Camper Unit: The recreational vehicle placed on the Campsite.

63 Campground: The -_____ Campground.

64 Campsite: The area of land identified by the Campground which the
65 Camper Occupies during the Period.

66 Early Termination: The revocation by the Campground of a Camper's
67 permission to Occupy a Campsite.

68 Guest: A person other than a Camper who is authorized to Occupy a
69 Campsite for the time permitted under this Agreement.

70 Notice: To inform a Camper or guest of a fact or condition related to this
71 Agreement. Notice is given under this Agreement by informing any of the adult
72 Campers of a fact or condition, except that Notice of Early Termination or Late
73 Payment Fees shall be given in writing. If no adult Camper is present at the
74 Unit, it is sufficient under this Agreement to place the Notice on the Unit.
75 Notice to the Campground must be given to the Campground manager.

76 Occupy: The physical presence of a Unit, a Camper or a Guest on the
77 Campground or Campsite, whether or not staying overnight.

78 Pay: To satisfy the entire amount owed to the Campground, all
79 obligations being due immediately; if a check or credit card is used, the
80 obligation is not satisfied until the final credit has been given to the
81 Campground.

82 Rules: Standards of conduct and expectations that are established by
83 the Campground to maintain the harmonious and orderly ambience of the
84 Campground and maximize the enjoyment of the Campers and Guests, as well
85 as the General Obligation to behave in an orderly, polite manner which is
86 respectful of other Campers.

87 Unit: A recreational vehicle which is placed on a Campsite for use by a
88 Camper and Guests.

89 **9. Campground’s Obligations.** The Campground’s goal is to see
 90 that all Campers and their Guests enjoy the recreational opportunities offered
 91 by the Campground. To do so, the Campground will provide its Campers and
 92 Guests with certain services and amenities, and use its best efforts to assure
 93 that all Campers and Guests cooperate in maintenance of the Campground’s
 94 desired ambience. Campground makes no representations, warranties or
 95 guarantees other than those stated in this Agreement.

96 (a) Campsite. The Campground will allow the Camper the quiet and
 97 unimpeded use of a Campsite for all lawful purposes consistent with the
 98 Campground’s Rules.

99 (b) Campground Common Features and Attractions. The Campground
 100 will allow the Camper to use its common features and attractions, which are
 101 shared with all other Campers. Because of varying numbers of Campers,
 102 maintenance requirements and weather, there is no guaranty of availability of
 103 any common features or attractions.

104 (c) Services. The Campground provides the following services:

Service	Camper Pays	Included
Electricity		
Water supply		
Shower and toilet facilities		
Direct sewer connection		
Septic tank pump out		
Lawn mowing and ground maintenance		

105
 106 (d)Maintenance. The Campground will use its best efforts clean,
 107 maintain and repair common areas, pathways, roads and facilities.

108 **10. Camper’s Obligations.** General Obligation. The Camper will use
 109 the Campsite in a manner which is safe, orderly, lawful, sanitary, clean and
 110 respectful of the rights of other Campers, protective of the Campground’s
 111 property and respectful of other Campers and Guests.

112 In addition to this General Obligation, Campers must do all of the
113 following:

- 114 (a) The Camper will Pay all deposits, fees and charges when due.
- 115 (b) The Camper will assure that all obligations of this Agreement are
116 understood by all of the Campers and Guests Occupying the Unit,
117 including children. The adult Campers will monitor and supervise all
118 minor Campers to assure that the minors abide by the requirements
119 of this Agreement.
- 120 (c) The Camper shall maintain liability, fire, wind and other hazard
121 insurance coverage on their personal property located on the
122 Campsite. The insurance policy must provide coverage of the
123 Camper's acts or omissions related to the Campground and Campsite.
124 Camper must have liability insurance on all motor vehicles operated
125 on the Campground, including golf carts and other vehicles which are
126 not licensed for use on public roads. The Camper shall provide a copy
127 of the policies' Declarations pages to the Campground.
- 128 (d) The Camper shall maintain the Camper Unit according to the
129 manufacturer's recommendations. Camper understands that only
130 RVIA-Approved Recreation Vehicles, which have been approved by the
131 Campground and are less than 15 years old, may be placed on the
132 Campsite.
- 133 (e) The Camper and Guests shall abide by all directions of Campground
134 staff, obey all signs and signals on the Campground.
- 135 (f) The Camper and Guests shall not enter closed areas or other
136 Campsites without permission.
- 137 (g) The Camper will not have Guests without giving the Campground
138 notice. Guests may not Occupy a Unit more than two weeks in a
139 Period unless the Agreement is amended to include them. The
140 Campground may impose a daily charge for each Guest.
- 141 (h) By signing this Agreement, the Camper acknowledges that the
142 Camper has been given a copy of the Campground Rules. Camper
143 agrees that the Campground may revise the Campground Rules at
144 any time without notice. The Camper also agrees that the Camper has

145 had the opportunity to inspect the Campsite and accepts it in its
146 current condition as suitable for the Camper's Unit and intended use
147 without modification. The information provided by the Camper is
148 correct.

149 (i) The Camper agrees to abide by and follow all applicable state laws,
150 Campground rules and ordinances.

151 (j) The Camper agrees not to install any porches, awnings, patios, gravel,
152 or any other modification of the Campsite without prior written
153 permission of the Campground. Any government permits or fees,
154 compliance with all requirements and liability for any penalties shall
155 be the responsibility of the Camper.

156 (k) Any personal property taxes levied on the Unit and other Camper
157 property are the responsibility of the Camper and not the
158 Campground. Camper shall provide the Campground with evidence of
159 payment of any such personal property taxes.

160 11. **Limitations On Campground Liability.** The Campground desires
161 to provide Campers with an enjoyable camping experience. However, camping
162 takes place in an outdoor recreational setting. There are aspects of any
163 recreational experience that cannot entirely be controlled or made free of risk.
164 The Campground is not liable for weather conditions, natural events, damages
165 caused by wrongful conduct or carelessness of others. By signing this
166 Agreement, the Camper acknowledges that by participating in recreational
167 activities, the Camper accepts the risks which are inherent in the recreational
168 activity. The Camper is advised that Wisconsin law (Section 895.525, Wis.
169 Stats.) limits the liability of the Campground and imposes duties on the
170 Camper to take precautions for their own safety while engaged in recreational
171 activities. The Camper and not the Campground is responsible for supervision
172 and control of all Campers and Guests.

173 12. **Reimbursement of Campground for Losses Caused by Camper.**
174 In the event that any action or omission of the Camper or Guests or the
175 Camper cause the Campground to pay damages to any other person or party,
176 the Camper shall reimburse the Campground for those damages, as well as the
177 attorney's fees and expenses incurred by the Campground.

178 13. **Renewal or Non-Renewal.** Not less than 90 days before this
179 Agreement expires, the Camper shall notify the Campground in writing if the
180 Camper intends to renew this Agreement for the next camping year. If the
181 Camper does not notify the Campground of intent to renew, the Campsite may
182 be assigned to another Camper. Upon renewal, the Camper shall sign a
183 renewal form and place a deposit for the next year.

184 14. **Termination Of Agreement.** (a) On Expiration: This Agreement
185 terminates on the expiration date. (b) Non-Payment. If a Camper fails to pay
186 any Cost provided for in section 7 of this Agreement, the Campground may
187 terminate this Agreement. The Campground shall provide the Camper with
188 written notice by regular mail to the address provided in this Agreement for
189 notice.

190 (c) Early termination: The Campground may determine, for any reason
191 in the Campground's sole discretion, that it is necessary for the Camper to
192 leave the premises of the Campground prior to the scheduled end of the Period.
193 In such an event, the Campground will direct the Camper to leave the Unit and
194 the Campground. The Camper will be given one (1) day to cease to Occupy the
195 Unit and Campground, and five (5) days to remove the Unit from the
196 Campground. In the event of a disturbance of the peace and order of the
197 Campground, the Campground reserves the right to require the Camper to
198 leave immediately. If the Agreement is terminated early, Camper has no right
199 to a refund.

200 (d) Removal. Upon Termination of the Agreement, under this section,
201 the Camper will remove the Unit from the Campground, quietly and peacefully.
202 The Camper is responsible for removing the unit with appropriate care for the
203 Campsite and other Campers to restore the Campsite to its original condition.

204 (e) If a Unit is not removed as required by this Agreement, the Camper
205 agrees that the Unit has been abandoned and is an abandoned vehicle under
206 section 342.40 of the Wisconsin Statutes.

207 15. **Winter Storage.** The Campground may allow the Unit to remain on
208 the premises of the Campground during the period between the end of the
209 season for which this Agreement was executed and the commencement of an
210 additional period. The fee for winter storage shall be \$ _____. The
211 Campground is not required to agree to allow a Unit to be stored on the
212 Campground. The Campground's Agreement to permit winter storage does not,

213 in the absence of a Seasonal Agreement for the next year, obligate the
214 Campground to agree to permit the Camper to Occupy the Campsite in the
215 ensuing camping season. The Camper must properly prepare the Unit for
216 winter storage according to the Campground Rules. During winter storage, no
217 one may Occupy a Unit or a Campsite except as permitted by the Campground.

218 **16. Removal Of Units.** If a Camper fails to remove a Unit as required
219 by this Agreement, the Camper acknowledges that the Campground has the
220 right to remove the Unit. The Campground will attempt, before removing the
221 Unit, to notify the Camper and provide the Camper with five (5) days to remove
222 the Unit. If the Campground removes the Unit, it will place the Unit in storage,
223 but is not responsible for the condition of the Unit. The Camper acknowledges
224 that the Campground is not responsible for damage to the Unit or its contents
225 caused by its removal from the Campsite. The Camper shall pay the
226 Campground's expenses to remove the Unit, plus a flat fee of \$150 and
227 monthly storage costs of \$ ____.

228 **17. Charge For Non-Removal.** There shall be a charge of \$25 per day
229 for non-removal of a Unit on or before the date on which the Unit should be
230 removed, which shall commence on the date of termination and continue until
231 the Unit is removed from the Campsite.

232 **18. No Transfers or Assignments of Agreement.** This Agreement is
233 solely between the named Camper and the Campground. The Camper may not
234 transfer this Agreement to any other person or persons, or assign the Camper's
235 obligations to any other person. The sale or repossession of a Unit shall result
236 in Early Termination, and removal of the Unit unless the Campground agrees,
237 in its sole discretion, to enter into a new agreement with a new owner.

238 **20. General Terms and Conditions.** The Campground may not be
239 deemed to have waived any requirement of this Agreement by failing to enforce
240 terms of the Agreement. This Agreement, together with the Rules adopted by
241 the Campground, are the entire contract between the Campground and the
242 Camper. The Camper agrees that no representations made to the Camper are
243 binding unless those representations are included in this Agreement. No oral
244 modifications of this Agreement are enforceable. If any provision in this
245 Agreement is invalidated by any law or court order, the remaining portion of
246 the Agreement shall continue to apply. This Agreement is controlled by
247 Wisconsin law. All disputes involving the Agreement are to be resolved in the
248 Circuit Court for the County in which the Campground is located. Any

249 discussions, questions or modifications of the terms and conditions of the
250 Camper's admission to the Campground have been integrated into this
251 Agreement.

252 **21. Notices.** For all purposes, notice shall be deemed provided to the
253 parties by giving a written notice to the parties as follows:

254

255 To the Camper: In person at the Unit or by regular US Mail to:

256 Name: _____ Address _____

257 City: _____ State: _____ Zip Code _____

258 To the Campground: In person or by regular US Mail to:

259 _____

260

261 **22. Signatures.** The persons signing below as the Campers agree to
262 the conditions and provisions of this Agreement, and agree to comply with
263 them. We further agree that we will inform our minor children and guests of
264 the requirements of this Agreement, and be responsible for their behavior and
265 demeanor at the Campground.

266 The undersigned Campers understand that our admission to the
267 Campground may be terminated by the Campground, at any time in the sole
268 discretion of the Campground.

269 Dated: _____

270 FOR THE CAMPERS:

271 _____

272 FOR THE CAMPGROUND:

273

274 _____

275 CAMPER IDENTIFYING INFORMATION

276 NAMES AND ADDRESSES OF THE CAMPERS:

277 Adults:

278 _____

279 Address: _____ City _____ State _____ Zip _____

280 Minors [Specify how each is related to the Adults].

281 _____

282 _____

283 Contact Information:

284 Home Phone: _____

285 Cell Phones _____

286 Work Phone: _____

287 Person to Contact In Emergency:

288 _____ Phone: _____

289 Name of Liability and Property Insurance Carrier: _____

290 Policy # _____

291 INFORMATION ABOUT THE UNIT

292 Manufacturer: _____ Year: _____

293 Model: _____

294 VIN / CHASSIS # _____

295 Lien holder (if any) _____

296 Address: _____ City _____ State _____ Zip _____