Shorter, Clearer and Simpler Seasonal Campground Agreement Introduced for 2017

Campgrounds need a solid contract with campers to protect the campground and assure a good camping experience. WACO attorney Mark Hazelbaker has redrafted and updated the Model Seasonal Camper Agreement for 2017. The new model has been shortened and simplified, while still addressing the essentials.

“I heard the feedback from members, that the first version of the model agreement was too long and too legalistic,” Attorney Hazelbaker said. “It’s hard to avoid some legalisms, since this is a contract. But, I think the new version is much more customer-friendly.”

The new agreement references the new immunity legislation adopted by the Legislature earlier this year at the request of WACO. It also continues important features established in the original seasonal agreement:

* Specifies clearly that seasonal campers are guests, not tenants.
* Defines the length of the season clearly.
* Restricts the agreement to the named campers only and requires registration of guests.
* Puts the burden on the campers to conform to campground behavior standards.
* Forbids campers from making unauthorized modifications to the campsite.

“We hope this model agreement helps campgrounds develop agreements which address their unique situations with appropriate protections,” Hazelbaker said. “The concepts in the model agreement are important to every campground.”

Hazelbaker reiterated a comment he has made at numerous speeches to WACO, that there are several words that must never be included in a campground agreement: Lease; Rent; Tenant; Landlord; Evict; Lessor; Lessee; Tenancy. “Campgrounds must avoid being landlords. If there is any language suggesting the agreement is a lease, you will need to remove troublesome guests by evicting them”

I’m happy to share the 2018 Model Campground agreement with WACO’s members.  Through editing and a new type face, I have made it fit on two pages plus a third page for camper information.

Many campgrounds have used our agreement as a starting point.  If you do so, I strongly suggest that you limit the changes to things that are specific to your campground.  I would be glad to review your final product.

If you modify our model or write your own, please do a search for the following terms which CANNOT appear in an agreement:

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| --- | --- |
| NO | YES |
| Landlord | Campground |
| Tenant | Guest |
| Lease | Agreement |
| Rent, Demise or Let | Contract |
| Re-let | Contract to another guest |
| Evict or eviction | Remove |
| Sublease | Replacement guest |
| Rental rate | Fee amount |
|  |  |

Just two weeks ago(9/7/17), one of our members found that the County Sheriff would not remove an unruly guest because the agreement had the word “Re-let” in it.