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SEASONAL CAMPGROUND ADMISSION AGREEMENT

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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 **Camping Agreement.** When this Agreement is signed by the
11 Campground and the Camper; and the required Deposit has been Paid, the
12 Camper is granted the right of admission to the Campground and the right to
13 place a Unit on the identified Campsite, and to Occupy the Campsite until the
14 end of the Period stated in this Agreement, subject to all Conditions in this
15 Agreement.

16 **Defined Terms.** Some of the terms used in this Agreement have
17 definitions. Those terms are Capitalized and listed in the Definitions portion of
18 this Agreement. The definitions stated in that section apply in this Agreement.

19 **Not A Lease.** This Agreement is a contract which is binding on both the
20 Campground and the Camper. This Agreement is not a lease of real estate.
21 The Camper is not a tenant. This Agreement is, for legal purposes, a license to
22 use the property of the Campground on the conditions which are stated in this
23 Agreement.

24 **Assigned Campsite.** The Camper is assigned the Campsite known as:
25 _____.

26 **Period Of Use.** The Camper may use the Campsite starting on April 1,
27 2012. The Camper may not Occupy the Campsite more than six months, or
28 after November 15, 2012, or after an earlier date of Early Termination.

29 **Not a Residence.** Under Wisconsin law, campgrounds are not allowed
30 to be a permanent residence. Camper may not claim the Campground as their
31 permanent address, voting address or other place of residence.

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

33 **Campsite Fee:** For the use of the Campsite during the Period, \$
34 _____. The Fee shall be payable as follows:

35 Camper shall Pay \$ ____ on or before .

36 Camper shall Pay \$ ____ on or before .

37 Camper shall Pay \$ ____ on or before .

38 All fees are non-refundable.

39 **Deposit:** The amount of \$ _____ to assure payment of Campsite fees
40 and charges, and repair of any damage caused to the Campsite or
41 Campground.

42 **Electricity:** The amenity fee for electricity to the Campsite.

43 **Late Payment Fee.** Any fees or charges which are not paid when due
44 are subject to a late payment fee of the great of \$10 or five percent (5%) of the
45 late payment. In addition to the late payment fee, the Campground will charge
46 interest on unpaid fees in the amount of one and one-half percent (1.5%) per
47 month for all fees not paid two weeks or more after due.

48 **Definitions.** These are the Definitions of the following words as those
49 words are used in this Agreement:

50 Agreement: This Seasonal Campground Agreement between the
51 undersigned person and the Campground.

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

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

55 Campground: The -_____ Campground.

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

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

60 Guest: A person who is authorized to Occupy the Campsite for the time
61 permitted under this Agreement.

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62 Notice: To inform a Camper or guest of a fact or condition related to this
63Agreement. Notice is given under this Agreement by informing any of the adult
64Campers of a fact or condition, except that Notice of Early Termination or Late
65Payment Fees shall be given in writing. If no adult Camper is present at the
66Unit, it is sufficient under this Agreement to place the Notice on the Unit.
67Notice to the Campground must be given to the Campground manager.

68 Pay: To satisfy the entire amount owed to the Campground, all
69obligations being due immediately; if a check or credit card is used, the
70obligation is not satisfied until the final credit has been given to the
71Campground.

72 Occupy: The physical presence of a Unit, a Camper or a Guest on the
73Campground or Campsite, whether or not staying overnight.

74 Rules: Standards of conduct and expectations that are established by
75the Campground to maintain the harmonious and orderly ambience of the
76Campground and maximize the enjoyment of the Campers and Guests, as well
77as the General Obligation to behave in an orderly, polite manner which is
78respectful of other Campers.

79 Unit: A recreational vehicle which is placed on a Campsite for use by a
80Camper and Guests.

81 **Campground's Obligations.** The Campground's goal is to see that all
82Campers and their Guests enjoy the recreational opportunities offered by the
83Campground. To do so, the Campground will provide its Campers and Guests
84with certain services and amenities, and use its best efforts to assure that all
85Campers and Guests cooperate in maintenance of the Campground's desired
86ambience.

87 Campsite. The Campground will allow the Camper the quiet and
88unimpeded use of a Campsite for all lawful purposes consistent with the
89Campground's Rules.

90 Campground Common Features and Attractions. The Campground will
91allow the Camper to use its common features and attractions, which are
92shared with all other Campers. Because of varying numbers of Campers,
93maintenance requirements and weather, there is no guaranty of availability of
94any common features or attractions.

95 Services. The Campground provides the following services:

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

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97 Maintenance. The Campground will use its best efforts clean, maintain
98 and repair common areas, pathways, roads and facilities.

99 **Camper's Obligations.** General Obligation. The Camper will use the
100 Campsite in a manner which is safe, orderly, lawful, sanitary, clean and
101 respectful of the rights of other Campers and of the Campground's property
102 and other Guests.

103 In addition to this General Obligation, Campers must do all of the
104 following:

- 105 a. The Camper will Pay all deposits, fees and charges when due.
- 106 b. The Camper will assure that all obligations of this Agreement are
107 understood by all of the Campers and Guests, including children.
108 The adult Campers will monitor and supervise all minor Campers to
109 assure that the minors abide by the requirements of this Agreement.
- 110 c. The Camper shall maintain liability, fire, wind and other hazard
111 insurance coverage on their personal property located on the
112 Campsite. The insurance policy must provide coverage of the
113 Camper's acts or omissions related to the Campground and Campsite.
114 Camper must have liability insurance on all motor vehicles operated
115 on the Campground, including golf carts and other vehicles which are
116 not licensed for use on public roads. The Camper shall provide a copy
117 of the policies' Declarations pages to the Campground.

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118 d. The Camper shall maintain the Camper Unit according to the
119 manufacturer's recommendations. Camper understands that only
120 RVIA-Approved Recreation Vehicles may be placed on the Campsite.

121 e. The Camper and Guests shall abide by all directions of Campground
122 staff, obey all signs and signals on the Campground.

123 f. The Camper and Guests shall not enter closed areas or other
124 Campsites without permission.

125 g. The Camper will not have Guests without giving the Campground
126 notice. Guests may not Occupy a Unit more than two weeks in a
127 Period unless the Agreement is amended to include them. The
128 Campground may impose a charge for Guests.

129 h. By signing this Agreement, the Camper acknowledges that the
130 Camper has been given a copy of the Campground Rules. The
131 Camper also agrees that the Camper has had the opportunity to
132 inspect the Campsite and accepts it in its current condition. The
133 information provided by the Camper is correct.

134 i. The Camper agrees to abide by and follow all applicable state laws,
135 rules and ordinances.

136 **Limitations On Campground Liability.** The Campground desires to
137 provide Campers with an enjoyable camping experience. However, camping
138 takes place in an outdoor recreational setting. There are aspects of any
139 recreational experience that cannot entirely be controlled or made free of risk.
140 The Campground is not liable for weather conditions, natural events, damages
141 caused by wrongful conduct or carelessness of others. By signing this
142 Agreement, the Camper acknowledges that by participating in recreational
143 activities, the Camper accepts the risks which are inherent in the recreational
144 activity. The Camper is advised that Wisconsin law (Section 895.525, Wis.
145 Stats.) limits the liability of the Campground and imposes duties on the
146 Camper to take precautions for their own safety while engaged in recreational
147 activities.

148 **Reimbursement of Campground for Losses Caused by Camper.** In
149 the event that any action or omission of the Camper or Guests or the Camper
150 cause the Campground to pay damages to any other person or party, the
151 Camper shall reimburse the Campground for those damages, as well as the
152 attorneys fees and expenses incurred by the Campground.

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153 **Renewal or Non-Renewal.** Not less than 90 days before this Agreement
154 expires, the Camper shall notify the Campground in writing if the Camper
155 intends to renew this Agreement for the next camping year. If the Camper does
156 not notify the Campground of intent to renew, the Campsite may be assigned to
157 another Camper. Upon renewal, the Camper shall sign a renewal form and
158 place a deposit for the next year.

159 **Termination Of Agreement.** This Agreement terminates on the
160 expiration date. On or before that date, the Camper will remove the Unit from
161 the Campground, quietly and peacefully. The Camper is responsible for
162 removing the unit with appropriate care for the Campsite to restore the
163 Campsite to its original condition. The Campground may determine, for any
164 reason in the Campground's sole discretion, that it is necessary for the Camper
165 to leave the premises of the Campground prior to the scheduled end of the
166 Period. In such an event, the Campground will direct the Camper to leave the
167 Unit and the Campground. The Camper will be given one (1) day to cease to
168 occupy the Unit and Campground, and five (5) days to remove the Unit from
169 the Campground. In the event of a disturbance of the peace and order of the
170 Campground, the Campground reserves the right to require the Camper to
171 leave immediately. If the Agreement is terminated early, Camper has no right
172 to a refund.

173 **Winter Storage.** The Campground may allow the Unit to remain on the
174 premises of the Campground during the period between the end of the season
175 for which this Agreement was executed and the commencement of an
176 additional period. The fee for winter storage shall be \$ _____. The
177 Campground is not required to agree to allow a Unit to be stored on the
178 Campground. Agreement to permit winter storage does not obligate the
179 Campground to agree to permit the Camper to occupy the Campsite in the
180 ensuing camping season. The Camper must properly prepare the Unit for
181 winter storage according to the Campground Rules. During winter storage, no
182 one may occupy a Unit or a Campsite.

183 **Removal Of Units.** If a Camper fails to remove a Unit as required by
184 this Agreement, the Camper acknowledges that the Campground has the right
185 to remove the Unit. The Campground will attempt, before removing the Unit, to
186 notify the Camper and provide the Camper with five (5) days to remove the
187 Unit. If the Campground removes the Unit, it will place the Unit in storage, but
188 is not responsible for the condition of the Unit. The Camper acknowledges that
189 the Campground is not responsible for damage to the Unit caused by its

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190 removal from the Campsite. The Camper shall pay the Campground's expenses
191 to remove the Unit, a flat fee of \$150 and monthly storage costs of \$ ____.

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

196 **No Transfers or Assignments of Agreement.** This Agreement is solely
197 between the Camper and the Campground. The Camper may not transfer this
198 Agreement to any other person or persons, or assign the Camper's obligations
199 to any other person. The sale or repossession of a Unit shall result in Early
200 Termination, and removal of the Unit unless the Campground agrees, in its
201 sole discretion, to enter into a new agreement.

202 **General Terms and Conditions.** The Campground may not be deemed
203 to have waived any requirement of this Agreement by failing to enforce terms of
204 the Agreement. This Agreement, together with the Rules adopted by the
205 Campground, are the contract between the Campground and the Camper. No
206 oral modifications of this Agreement control. If any provision in this Agreement
207 is invalidated by any law or court order, the remaining portion of the
208 Agreement shall continue to apply. This Agreement is controlled by Wisconsin
209 law. All disputes involving the Agreement are to be resolved in the Circuit
210 Court for the County in which the Campground is located. Any discussions,
211 questions or modifications of the terms and conditions of the Camper's
212 admission to the Campground have been integrated into this Agreement.

213 We agree to the conditions and provisions of this Agreement, and agree to
214 comply with them. We further agree that we will inform our minor children
215 and guests of the requirements of this Agreement, and be responsible for their
216 behavior and demeanor at the Campground.

217 We understand that our admission to the Campground may be terminated by
218 the Campground, at any time in the sole discretion of the Campground.

219 Dated: _____

220 FOR THE CAMPERS:

221 _____

222 FOR THE CAMPGROUND:

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225 CAMPER IDENTIFYING INFORMATION

226 NAMES AND ADDRESSES OF THE CAMPERS:

227 Adults:

228 _____

229 Address: _____ City _____ State _____ Zip _____

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

231 _____

232 _____

233 Contact Information:

234 Home Phone: _____

235 Cell Phones _____

236 Work Phone: _____

237 Person to Contact In Emergency:

238 _____

239 Name of Liability and Property Insurance Carrier: _____

240 INFORMATION ABOUT THE UNIT

241 Manufacturer: _____ Year: _____

242 Model: _____

243 VIN / CHASSIS # _____

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