

Model Seasonal Site Admissions Agreement



- Rules for a seasonal renter vs a year long renter
- What insurance are they required to carry
- Golf Cart Rental Agreement
- Seasonal Agreement Model
- Examples of Release Forms

**ATTACHMENT: SITE INFORMATION SHEET
2017 SEASONAL ADMISSION AGREEMENT**

Agent for maintenance and collection of rent:

Owner/Manager

Property Address: Email: Web:

Phone: Fax:

Annual Admission Fee (non-refundable): **(check or cash; \$35 fee applied if credit card is used.)**

○Seasonal Sewer	\$2,600.00
5.5% Sales Tax	\$143.00
Total	\$2,743.00

Payment due 10/10/16 \$1,371.15 _____

Payment due 4/10/17 \$1,371.15 _____

○Seasonal Transfer Tank	\$2,275.00
5.5% Sales Tax	\$125.13
Total	\$2,400.13

Payment due 10/10/15 \$1,200.06 _____

Payment due 4/10/16 \$1,200.06 _____

SITE: _____

**Seasonal Adm Term: 1/1/17 to 12/31/17. (Camper can occupy site between 4/15-10/15)
(10/15/17-12/31/17 Limited Admission/Storage)**

Lot Admission: \$2,600 Sewer Site or \$2,275 Transfer Tank Site plus 5.5% sales tax . When this Agreement is signed by the Campground and the Camper, and the required deposit has been paid, the Camper shall have the following contractual benefits: a) admission to the campground and use of the common areas of the campground on the same terms as other campers; b) permission to place a unit on the identified campsite; c) permission to occupy the campsite, until the end of the period stated in this Agreement, subject to all Conditions in this Agreement and 2017 Guidelines. Fee includes: 1-2 times/mo lawn mowing, water, campsite garbage, direct sewer or 2 pump outs, use of common area, pond/pool. Camper shall pay on the designated due dates the Admissions fee; 2 payments in the amount stated in this Agreement, as a "Seasonal Fee". **If not paid by the due date, a \$50 fee every 10 days received past due date will be assessed to the balance.** If not paid within 30 days of due date (11/9/16 or 5/9/17 respectively), the Seasonal Admission Agreement will automatically terminate and Camping Unit on said Campsite will need to be vacated by 12/31/16 or 5/9/17 respectively, any deposits on site will be forfeited. If you are Non-Renewing for the next season (2018), as a courtesy, please let the office know by 8/15/17 whereas the unit will need to be removed by 12/31/17. Camper will be notified twice a year with an Electric Amenity Fee Invoice (July/September) which is due upon receipt.

*Please read each season. There may be changes to agreement:

THIS SEASONAL ADMISSION FOR 2017 AGREEMENT, made and entered into by and between XXXX, hereinafter referred to as "The campground" and "The individual(s) identified under camper(s)", jointly and severally, hereinafter referred to in "Camper" (subject to the further requirements below☺)

NOW THEREFORE, the parties hereto freely and voluntarily enter into the following agreement:

Camper is defined as two adults and their unmarried under 18-year-old dependent children.

1. **A camping unit** is defined as a **RVIA Approved Recreational Vehicle**. All camping units which are 5 years or older must be pre-approved by The campground prior to moving same onto campsite. No camping unit can remain or be renewed on site if older than 20 years old, unless pre-approved. No camping unit can be sold in campground if older than 10 yrs old unless pre-approved by The campground. Site or location is never assumed by placement of camper when selling unless pre-approved by The campground. (Site or campsite as used herein, specifically refers to the site referenced above Camper's name; Campground shall mean XXXX, located at property address listed on the top of this Admissions Agreement). Under Wisconsin law, campground may not be a

admissions give you access to our facility during the occupy dates of April to October as Calendar of Events indicates; it does not give your guests unlimited access to our facility; ie: the pond and pool and common area, during the said timeframe as well. You will have 2 complimentary day passes per site. Please sign up in the store or office, the day of their arrival, any guest you may be expecting. They will get a wristband for the pond & pool area along with their day pass. We do offer a family pass for those families that live really close to our facility and who would like to visit more often than just a campfire. Everyone has to do their part in not abusing our guest policy. We are in the business to provide a FUN, Family Environment and rent space for a camping unit and for the public to use our product.

6. **Condition and Use of Site:** Camper has had an opportunity to inspect said campsite. Camper has determined that said site is suitable for the Camper's camping unit and accepts the same. The campground has made no representations or warranties, written or oral, express or implied, concerning said campsite.

- Camper shall keep said campsite and any and all personal property located thereon in a state of cleanliness and healthy sanitation and shall comply with all ordinances and regulations of the Township of XXXX, the State of Wisconsin, the United States and any authorized agency of said governmental bodies. Camper shall be responsible for any personal property tax assessed by the township and for the maintenance of said campsite and camping unit. If Camper fails to maintain said campsite, and continues to fail to maintain said campsite upon ten day notice from The campground, the Camper shall pay to The campground a \$20.00 maintenance charge for each failure so notified. Said charge shall be due and payable within 10 days of demand.
- Camper shall dispose of all waste properly; all waste water (grey and black) must be safely contained within camping unit tank and dispose into either a transfer tank or direct sewer. No dumping of any waste water on the ground.
- Camper shall not use said campsite for any illegal activity or activity which would injure the reputation or the business of The campground.
- There shall not be any household appliances of any type except lawn furniture or a portable cooking grill left outside on said campsite.
- All pets must be kept inside the camping unit or on a leash on the Camper's campsite. Excessive barking or failure of the Camper to keep their pet leashed when outside the camping unit, or leaving the pet unattended will give The campground cause to require the pet to be removed from the property. Camper must clean-up after their pets. Pets are only allowed around Dog Swim pond and not swimming pond, pool, playground or store area. Restricted breeds: Rottweiler, German Shepherd and Pit Bull
- ***No Fireworks are to be ignited on or around the campsite!!***
- You may pressure wash your camping units, however please do not wash your personal vehicle.
- Camper shall check with The campground before any type of digging is done. This is to eliminate any problems with utility lines. If digging occurs without permission from The campground, the Camper shall be responsible for the costs of any and all necessary repairs or replacements. The campground is not responsible for personal or property damage that may result due to digging by Camper. The campground must approve any electrical upgrades **before** installation/upgrading
- Only upon prior approval of The campground, may Camper, at their own expense, construct a deck upon campsite. Only one storage unit can also be constructed. The requirements for shed size are 8x10 constructed of wood or Rubbermaid material.
- No cutting or transplanting of trees without prior approval of The campground. Any and all landscaping improvements made to the Campsite by Camper become the property of the The campground. The Park will not incur the cost of any tree cutting expense unless the tree visually poses a danger to property. The professional advice of an Arborist will confirm that the tree is dead or dying and should be removed.

said campsite, The campground shall not be liable for any damage incurred in moving said personal property, nor for safekeeping of the same. The unit and personal property will be considered abandoned under section 342.40 of the Wisconsin Statutes if not removed by designated timeframe.

c. If Camper requires the assistance of the The campground in moving Camper's camping unit and/or other personal property (ie: decks, sheds, etc), such service will be provided at the convenience of the The campground, without assuming any responsibility for any damage to the camping unit and/or other personal property, at a rate of \$45.00 per hour. Such rate shall include an operator and necessary equipment normal to such moves; The campground's equipment shall not be loaned or rented.

d. In the event that the Camper removes the Camping Unit from the Site without intent to return to site, no refund or proration of the Seasonal Fee will be made. Camper and The campground agree and acknowledge that The campground may immediately attempt to re-let site voiding of this Agreement.

12. **Defaults:** All terms, conditions and covenants contained herein are severable. If any of them shall be held to be invalid by any competent Court, this Agreement shall be interpreted as if said invalid term, condition or covenant was not contained herein.

- Camper shall pay all costs, expenses and reasonable attorneys' fees that may be incurred or paid by The campground in enforcing the terms and conditions of this Agreement as permitted by law.

- The campground may make such reasonable rules governing The campground and use of said campsite, as The campground deems necessary. Camper agrees to observe and comply with all such rules. Any violations of the rules shall be deemed a breach of this Agreement, The campground may make changes in the Rules, giving written notice of changes to Camper at least 14 days before the new Rules become effective. Camper acknowledges receipt of said Rules annexed hereto as an Addendum to this Agreement.

13. **Rules of the Campground:** The campground may make such reasonable "Rules" governing the Campground and use of the Campsite as The campground deems necessary from time to time. A Copy of the Rules shall be available and the Camper agrees to observe and comply with all such rules. Camper acknowledges receipt of said Rules annexed to this Agreement.

14. **Failure of The campground to Act:** Failure of The campground to insist upon compliance with the terms of this agreement shall not constitute a waiver of any violation. The camper shall surrender and vacate the campsite in a clean and orderly condition.

15. **Golf Cart Policy:** All Seasonally owned Golf Carts must be electric. All drivers of a seasonally owned golf cart must be 21 years old and older. All Golf Carts must display site number on front and back of Cart and must be governed no faster than 5mph. If driving at dusk, lights must be installed as part of the Golf Cart, ie: no flashlights. You may not operate any Golf Cart after 11pm at night. You must carry insurance on Golf Cart at all times.

16. **Motorized Scooters/Razors/Hover Boards:** Helmets should be worn at all times; like a bike, you must be careful and aware of all pedestrians and other vehicles/bikes. Your safety is our priority. Warnings may result if forfeit of the use of these in the campground.

17. **Site Numbers:** All Camping Units must display their site number on the front of the unit so that any emergency or delivery/repair service can locate said unit/site. To help insure that the honey wagon pumps out the correct unit, please be sure that the numbers are highly visible.

18. **Summer Personnel:** Any concerns regarding the campground or what you feel should be addressed, other than an emergency, see management directly...please do not take out your frustration or address with our seasonal staff for them to relay the message. If you have a concern and do not leave your site number and name, it may not be taken care of.

XXXX Campground 2017 At Glance Guidelines for an Enjoyable Season

*A more detailed outline is part of your Admissions Agreement!

Seasonal Campers/Visitor/Guests

1. The site is used for the placement of a travel trailer/park model for the exclusive use as a private seasonal for Seasonal Camper and immediate dependant family, as set forth on Seasonal Admissions Agreement. Season: April-October
2. Quiet Time throughout the Campground: 11pm to 8am (enforced). Quiet time includes but not limited to no loud radio; no loud talking or obscene language or loud amplified sound. A respectful gathering around the fire is acceptable unless complaints occur. If a continuous issue, a non-renewal notice maybe given. No golf cart driving after 11pm.
3. Prior to entering the facility, EVERYONE should have their respective car pass hanging. ALL guests and visitors must register at the Store to obtain your sites' Day or Guest pass, returning it upon departure. Anyone without a car pass may be subject to a \$5 vehicle fee. Please register in May (yearly update) your boat/trailer using bi-monthly on local lakes.
4. No one under the age of 16 may be left unsupervised on the property. Parent or legal guardians are responsible for the whereabouts, actions, and safety of their child(ren) while at XXXX Campground. Any child under the age of 13 must be accompanied by an adult while in the pool, pond/beach area.
5. Household garbage ONLY can be discarded in dumpster located at the exit. Do not set beside road for individual pickup.
6. Security personnel conduct periodic patrols, day and night. Decisions of security personnel are absolutely final pertaining to noise, campfires and other infringements of the rules. Seasonal Camper shall be liable for damage to the site and the Park caused by Seasonal Camper, their children, guests and/or invitees.
7. XXXX Campground does not provide a posted lifeguard; any XXXX Campground employee has the ability and authority to remove an individual(s) who is not following the posted Rules and causing (potential) harm to anyone.
8. Do you know what your kids are doing? Please talk with your child(ren) about respecting the campground's property and other people's belongings. Remind them the curfew is 11pm and they are to be back at the site or around a neighboring fire. There is no meandering thru the campgrounds after curfew. You are ultimately responsible for their/guests' actions.

Grounds/Unit

1. Upon termination of the Seasonal Admission Agreement or the removal of one's unit, all trees, shrubs, plants, rocks, patio pavers, in ground decks, placed upon the site by the Seasonal Camper shall remain upon the site. This shall be the property of XXXX Campground unless a separate written agreement regarding ownership has been entered into the contrary, and the same shall not be removed or damaged by Seasonal Camper.
2. All Seasonal Campers must have their site number clearly posted on their unit and have in a file in the office, a current copy of Certificate of Insurance for the camping unit and Golf Cart (if applicable). Yearly Updates – May.
3. Fires may be built in designated areas only. Be sure fires are extinguished before leaving site.
4. Management must approve skirting and shed size and location around your trailer prior to installation.
5. **NO additions to units.**
6. Appliances must be inside a shed or in trailer. No appliances will be allowed outside.
7. Seasonal Campers must at all times, keep their RV's and any improvements on the site in good condition and maintained. Seasonal Camper shall keep RV leveled and all exterior surfaces well maintained. Any broken windows, awnings, etc shall be timely repaired. Seasonal Camper shall keep RV and site in a clean condition, (weed wacked, drive way sprayed for weeds, etc) and shall not permit any garbage, rubbish, refuse or dirt of any kind to accumulate in or about the site or Park. Animal droppings should be immediately cleaned up. Landscape waste should be properly disposed. Management has the right to enter onto a site without prior consent to maintain site. This is Private property belonging to XXXX Campground. Storage of items other than lawn furniture in good condition, grill, or planters shall be stored in a shed and not on the side of a shed or on deck. NO wood pallets and wood piles should be stacked along the backside of the camping unit which would appear to be in line with the electric and water line. Any questions, please ask.
8. In the event Seasonal Camper fails to keep the site properly maintained, XXXX Campground may give Seasonal Camper notice of the deficiency and reasonable time to fulfill Seasonal Camper's obligations. If such maintenance is not performed within such time, then XXXX Campground may, but shall have no obligation to, perform such maintenance and the Seasonal Camper shall pay the following maintenance: Rubbish and Trash Removal: \$25 to \$100 per incident
9. Management may at any time, upon posting Notice, if practicable, may chose to close off certain areas in the park due to repair or construction of water, sewer or electric services.
10. By order of the Public Health Sanitation Division and the Department of Health and Family Services, all Seasonal Campers must have the gray or discharge water coming out of their unit going into a holding tank or direct sewer system. Violators will be subject to heavy fines and penalties by the State of Wisconsin, Division of Public Health.
11. The State of Wisconsin requires a Back Flow Preventer on all spikets. We have placed one on every spiket and if they are missing, you will incur a \$20 replacement fee. This prevents contamination between units so please leave them in place for your protection.
12. The office must approve any replacement or additions of sheds on sites. Sheds or storage units must be made out of wood or the Rubbermaid product and not bigger than 8x10. All metal sheds, once removed, should be replaced with the above. See #6 above Grounds/Unit.
13. Maximum number of cars per site is 2, provided there are 2 parking stalls available on lot. All cars are to be in working order and currently licensed and used DAILY. All others are to be stored elsewhere and NOT in our park. All seasonal must carry year-round insurance and liability for their units, contents and golf cart if applicable. (Updated Yearly)
14. XXXX Campground allows the use of an electric golf cart. 21 years and older may drive the golf cart between 7am and 11pm. Reckless driving is prohibited and will be grounds for removal of golf cart. Golf Cart insurance needs to be purchased and submitted to the office. Note the location of golf cart on your insurance paperwork should be: campground address and not your home address. All golf carts should have site clearly posted on front and back of cart. You

Mark's Suggestions: I would send him an email indicating that there is no refund, and forward the invoice to inform him that if he files a lawsuit, you will counterclaim against him for the unpaid fees. I drafted a suggested email below for your review

[Name of Terminated Seasonal]:

The seasonal camping agreement you signed stated, quite plainly, that no refunds will be given. Your threat to start a lawsuit is an empty one. Courts enforce contracts, and we have a contract. If you sue us, your lawsuit will be frivolous. Our attorney will ask the Court to award our attorneys fees against you.

The contract also states that if a camper is removed by management, they are liable for the expenses incurred by management as a response. We removed your boatlift and otherwise dealt with the consequences of your removal. If you sue us, we will file a counterclaim against you for the amount you owe us.

Your time at our campground did not work out. That's unfortunate. That is behind us. Let's keep it behind us and move on.

[Campground Name]

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:

CAMPER IDENTIFYING INFORMATION

NAMES AND ADDRESSES OF THE CAMPERS:

Adults:

Address: _____ City _____ State _____ Zip _____

Minors (Specify how each is related to the Adults. If the Adults signing do not include a parent of a minor, state the name, address, phone number and email of all of the parent(s) of the minor).

Contact Information:

Home Phone: _____

Cell Phones _____

Work Phone: _____

Email: _____

Person to Contact in Emergency:

_____ Phone: _____

Name of Liability and Property Insurance Carrier: _____

Policy # _____

INFORMATION ABOUT THE UNIT

Manufacturer: _____ Year: _____

Model: _____

VIN / CHASSIS # _____

Title: State: _____ License Plate #: _____ Title #: _____

Lien holder (if any) _____ Account: _____

Address: _____ City _____ State _____ Zip _____

RELEASE AND WAIVER OF LIABILITY, ASSUMPTION OF RISK AND INDEMNITY AGREEMENT

(Must be at least 18 years old or a parent and/ or legal guardian to sign this waiver and agreement)

IN COSIDERATION of being permitted to rent the below referenced equipment. the undersigned, for himself, his personal representatives, heirs and next of kin:

1. HERBY RELEASES, WAIVES, DISCHARGES AND COVENATANTS NOT TO SUE CHAMPIONS RIVERSIDE RESORT, its partners, insurers or agents(the releasees) FOR ANY AND ALL LOSS OR DAMAGE AND ANY CLAIMS OR DEMANDS THEREFOR ON ACCOUNT OF ANY INJURY TO THE PERSON OR PROPERTY OR RESULTINGIN THE DEATH OF THE UNDERSIGNED ARISING OUT OF THE USE OF THE RENTAL EQUIPMENT WETHER CAUSED BY THE NEGLIGENCEOF THE RELEASEES OR NOT.
2. THE UNDERSIGNED agrees to use the rental equipment in a safe and responsible manner. THE UNDERSIGNED HERBY AGREES TO INDEMNIFY AND HOLD HARMLESS the releasees from ANY LOSS, LIABILITY, DAMAGE OR COSTS to any person or property which they may incur arising out of the rental equipment WHETHER CAUSED BY THE NEGIGENCE OF THE RELEASEES OR OTHERWISE.
3. THE UNDERSIGNED herby acknowledges that the use of the rental equipment may involve the risk of serious injury and/or death and/or property damage and HEREBY ASSUMES FULL RESPONSIBILTY FOR ANY RISK OF BODILY INJURY, DEATH OR PROPERTY DAMAGE arising out of the use of the rental equipment WHETHER CAUSED BY THE NEGIGENCE OF THE RELEASEES OR OTHERWISE.
4. THE UNDERSIGNED agrees not to allow anyone else to use the rental equipment during the term of the rental. In the event that the undersigned allows any other person to use the rental equipment THE UNDERSIGNED AGREES TO INDEMNIFY AND HOLD HARMLESS THE RELEASEES FROM ANY LOSS,LIABILITYS, DAMAGES OR COST arising out of the said use WHETER CAUSED BY THE NEGILIGENCE OF THE RELEASEES OR OTHERWISE.

I HAVE READ THIS RELEASE AND WAIVER OF LIABILITY, ASSUMPTION OF RISK AND INDEMNITY AGREEMENT AND FULLY UNDERSTAND ITS TERMS. I UNDERSTAND THAT I HAVE GIVEN UP SUBSTANTIAL RIGHTS BY SIGNING IT, AND HAVE SIGNED IT FREELY AND VOULENTARILY WITHOUT ANY INDUCEMENT, ASSURANCE OR GUATANTEE BEING MADE TO ME. I INTEND MY SIGNATURE TO BE A COMPLETE AND UNCONDITIONAL RELEASE OF ALL LIABILTY TO THE GREASTEST EXTENT OF THE LAW.

Date: _____ Signature: _____