



A Limited Liability Company

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PRESENTING THE 2024 WACO SEASONAL AGREEMENT AND RELATED FORMS

So you can be ready to sign up campers for next year, we're sending you the 2024 Model Seasonal Agreement and related forms. Here's what's included:

FORM	USE
Offer Letter	To inform people the Campground is offering them a seasonal agreement for 2024.
Seasonal Agreement and redlined version showing changes	To enter into a seasonal agreement for 2024
Campground Rules	To provide guidance to guests for appropriate conduct on the campground
Non-Renewal Letter	To inform current seasonal they will not be offered a 2024 Agreement
Confirmation Letter	To acknowledge receipt of a signed Seasonal Agreement and required payments

IF YOU WRITE YOUR OWN AGREEMENT

You may decide to use some of the Model Agreement or none of it. But, if you write your own agreement, please attend to the following chart of words that you should never use:

TERMS THAT MUST NEVER APPEAR IN A CAMPGROUND GUEST CONTRACT

DO NOT USE	USE
Lease	Contract
Tenant	Guest
Landlord	Campground

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Evict	Remove
Sublet	Assign
Rent	Fees or Charges
Rental	Lodging

WHY NOT USE THESE TERMS?

Campgrounds are in the lodging business, not the housing business. You do not want to be a landlord – that subject you to a host of regulations, most notably, the requirement that you evict a camper instead of simply removing them. Terms that suggest a campground’s occupant is a tenant may make it necessary to evict a camper instead of simply removing them.

You are welcome to send me your agreement for review.

WHAT’S NEW IN THE AGREEMENT?

There is a clean copy of the new model, as well as a redline copy which shows the changes from the 2023 agreement. Here’s a list of where the changes can be found in the redline agreement:

1. Editing changes. There are numerous places where I changed wording to make the document more clear.
2. Language that clearly allows the Campground to impose penalties (fines) on campers. Some campgrounds require guests to leave a credit card on file which the campground can charge for penalties and damages. To give campgrounds that option, I added language at lines 83-84 and 383-384. You may delete that language if you don’t want to use that option, of course. It is also useful for collecting late payment fees and other charges.
3. In order to make it possible to remove abandoned RVs through the Department of Transportation’s salvage title process, I have added language at lines 98 - 102. The DOT wants proof that the campground informed the guest the campground will not store RVs after the agreement expires. This language and the provisions at lines 372-376 should make it possible to get DOT to assign title to abandoned campers to campgrounds, which can then dispose of them.
4. There is new language at lines 167-170 which explicitly indicates that guests are responsible for getting Campground approval and any required building permits before they build porches, decks or additions.
5. There is a new provision at lines 193-195 which indicates that guests can perform remote work in their RV, but not work which requires customers or associates to come to the campground.
6. There is a non-solicitation provision forbidding guests from soliciting other guests at line 196. This applies to sales, Amway distribution, politics, evangelizing or anything else.
7. A provision requiring that the wheels remain on and the tow bar be stored at the unit has been added at lines 204-205. That issue has been raised by some zoning officials.
8. There is an added provision explicitly requiring the RV to be currently registered with the state of title. This also has been a point raised by zoning officials.

9. Section 12 on Termination and Removal has been reworked, lines 313 – 355. As redrafted, the language provides that the agreement terminates on the earlier of the date the guest is told to leave (removal) or the date set in the agreement as the deadline for removal. As drafted, the draft for removal is set by the Campground, but I presume would be in the fall. Some campgrounds have allowed seasonals to leave campers on the campground over the winter even though they are not returning. Experience we have had dealing with those situations suggests strongly that it is important to require removal in the fall. That gives you time over the winter to work to remove RVs. If you wait until March, you may wind up losing a seasonal spot if a former guest refuses to leave.

I always welcome your comments and suggestions. This agreement is meant to help you – please share information so I can help you.

Sincerely,

KASIETA LEGAL GROUP, LLC



Mark B. Hazelbaker

Enclosure(s) 2024 Forms

cc: WACO