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MEMORANDUM

Sent Via Electronic Mail Only

TO: Wisconsin Association of Campground Owners

FROM: Mark Hazelbaker, Esq.
Anders Helquist, Esq.
Counsel to WACO
Weld Riley, S.C.

DATE: July 30, 2025

RE: Proposed Model Seasonal Camping Agreement for 2026 Season

We are pleased to send you the updated Season Agreement Form. The Form was updated in a few small ways to address experiences we have had in the past year. We are pleased to summarize the Form changes below.

Why a Model Seasonal Agreement?

When we began working with Wisconsin Association of Campground Owners (“WACO”), we discovered that there was a great deal of variation in the quality of the Seasonal Agreements amongst Campgrounds. Many of them were called “leases.” That is a terrible word to use as camping is not a landlord/tenant relationship. You do not want to evict your guests. There were also issues regarding getting paid. Campers need defined rules and, to the degree that we could protect ourselves from liability, we needed to include provisions that did that. Over the past 15 years, we have steadily defined and improved this Agreement. We are not saying that you must use it, but we hope that you are guided by it.

Specific Changes in the New Agreement

At Line 42, we are changing the reference from “Camper Identification Section” to “Camper Information Section.” If you look at the end of the Contract, you will see that we are recommending that every initial and renewal request for a Seasonal Agreement be accompanied by detailed information regarding the campers. This is not excessive. It is important to know who you have as guests, how the minor guests are related to the adult guests, the way to contact guests in an emergency, the insurance that applies to a guests’ vehicles and camping units, and information regarding the camping unit itself. Guests may feel that this is intrusive. Frankly, it is the minimum necessary information that you should gather to accept someone on your property.

Line 162-163. We have changed this Line to put a “blank” indicating the number of storage sheds and the size the sheds may be. Before, it simply said “one storage shed no larger than six feet.” That appeared to be standard, but it has been pointed out that some people differ.

Line 185. We have added a reference to “Business Advertisements” as signs which may not be posted on campsites. We simply do not want to see campsites be a proliferation of signage seeking to sell various products.

Lines 207 – 208. We have added a reference that sets a maximum area for camping units at 400 square feet. That is, of course, a Campground option. Some camping units may be somewhat larger than that. Park Model units may not be larger than 400 square feet.

Line 211, and 213-214. Older Campers camping units. Many Campgrounds do not allow camping units to remain on the property once they are 15 years or older. This modification indicates that you can allow individual units to remain with written approval. It may be that some camping units that are only 10 years old are in worse condition than some that are 17+ years old. It is up to you to decide.

Line 294 – Alcohol Issues. Legislature substantially changed the rules about how alcohol can be consumed. Under the new rules, campers may consume alcohol on individual campsites without limitation. However, consumption of alcohol by groups on non-campsite portions of the Campground may be subject to prohibition or regulation under the law. For that reason, we have recommended inserting this language that says, “*Campers agree to and are responsible for following the alcohol beverage laws of Wisconsin.*”

Additional Consideration: Abandoned Units

We discussed whether to insert a provision in the Model Agreement which imposes a minimum fee of Two Thousand Five Hundred Dollars (\$2,500.00) on any camper who abandons a camping unit. Of course, if a camper has abandoned the unit, they are gone and they are probably not

available to pay for it. The minimum fee would be collected as a lien against the camping unit when it is disposed of. We did not recommend that this year because we have not had a chance to discuss it with a broad cross-section of Campgrounds, but we think that many Campgrounds that have had experience with abandoned camping units will agree that they are expensive and need to be addressed. We are recommending that Campgrounds consider inserting a provision under **Paragraph 13, Paragraph H** which would read *"In the event a camping unit is abandoned by the Camper, the Campground shall have a lien against the camping unit in the amount of \$2,500.00 or such larger amount as the Campground may expend to remove the camping unit and restore the campsite."*

That is a harsh provision yet the experience we have had helping Campgrounds deal with abandoned camping units has been that \$2,500.00 is low compared to what Campgrounds spend. We suggest you think seriously about inserting this provision in your Agreement. Ultimately, there was no broad consensus that it was appropriate to include it.

As always, we welcome your suggestions on how the Model Seasonal Agreement may be improved. Please send your comments and question to us at mhazelbaker@weldriley.com and/or ahelquist@weldriley.com.

Thanks much!
Mark and Anders

Attachment