

SEASONAL SITE AGREEMENT

Seasonal Site Agreement (hereafter “the Agreement”), effective as of April 12, 2019, made by and between Silver Springs Campground, LLC. (hereafter “SSC”), a corporation duly organized and existing under the laws of the State of Wisconsin, with a place of business at N5048 Ludwig Rd., Rio, Wisconsin, 53960, and _____ (hereafter referred to as “Camper”).

The parties agree as follows:

(1) DEFINITIONS:

SSC is also referred to as the “licensor” and Camper is also referred to as the “licensee”.

Camping Family shall be defined as the Camper, Camper’s spouse/partner, and his/her/their dependent children not to exceed age 22.

Guest shall be defined as all individuals other than the Camping Family as defined above.

Camping Unit shall be defined as a temporary structure or unit used primarily for camping, touring, seasonal occupancy or other recreational purposes, not to exceed 38’ including the bumper and hitch, unless on an approved site and approved by ownership.

Not a Lease. The Agreement is a contract which is binding on both SSC and Camper. The Agreement is not a lease of real estate. The Camper is not a tenant. The Agreement is, for legal purposes, a license to use the property of SSC on the conditions which are stated in the Agreement.

Not a Residence. Under Wisconsin Law, campgrounds are not allowed to be a permanent residence. Camper may not claim SSC as his/her permanent address, voting address, or other place of residence.

(2) GUIDELINES AND REGULATIONS: Camper acknowledges receiving a copy of the Rules and Regulations which are attached to the Agreement, incorporated by reference and made a part hereof. It is Camper’s responsibility to read and follow the Rules and Regulations. SSC may reasonably revise the Rules and Regulations and, upon doing so, SSC shall deliver, personally or by regular U.S. Mail, a copy of the revised Rules and Regulations to Camper. Camping Family and all Guests shall abide by all Rules and Regulations, and failure to do so shall be considered a material breach of the Agreement. All dependent children must be accompanied by either the Primary Camper or Spouse.

(3) GRANT OF PERMISSION: In consideration of Camper’s promises contained in the Agreement, SSC hereby gives permission, revocable and terminable as provided below, to Camper to enter on the real property of SSC described below for the purpose of using it for camping or other recreational use, all on the terms and conditions set forth in the Agreement, all of which Camper promises to comply and abide with.

(4) DESCRIPTION OF PROPERTY: The real property of SSC that Camper is permitted to enter under and pursuant to the Agreement is described as Campsite # _____, N5048 Ludwig Rd., Rio, Columbia County, Wisconsin, hereinafter referred to as the “Campsite”. Camper hereby acknowledges the title of SSC to the above-described real property and agrees to never assail, resist or deny such title; to do so shall be considered a material breach of the Agreement.

(5) TERM, RENEWAL AND LICENSE FEE: The term of the Agreement shall begin at 9:00 AM on April 12, 2019, hereinafter referred to as the “commencement date”, and shall terminate at 3:00 PM on October 13, 2019, hereinafter referred to as the “expiration date”. Weather permitting the water will be on from the commencement date to the expiration date. The Agreement is not renewable and in the event the parties desire to contract again, a new Agreement must be executed. Camper may reserve the same Campsite for the next season by entering into a new Agreement which must be executed by August 15th of the current year. IF you choose not to renew for the following year, the site must be vacated by September 30 at 3:00pm. The extra two weeks in October are only for those renewing for the following year. Holding over, failing to remove the Camping Unit or personal property, or failing to otherwise vacate the Campsite, in the absence of written permission from SSC, does not vest Camper with any additional rights or grant Camper any right to continued occupancy of the Campsite and, furthermore, does not constitute waiver of any of SSC’s rights under the Agreement.

The Campground Fee shall be \$2559.24, plus Wisconsin sales tax @ 5.5%, and must be paid in full, in the form of cash, check or money order only, on or before the commencement date stated in the Agreement. Charge cards will only be accepted with a 4% fee added.

Payment schedule:

- \$500.00 on or before August 15, 2018, to hold the site.
- Half the balance on or before January 31, 2019

- Balance due April 1, 2019.
- A \$50.00 discount will be given if paid in full by January 31, 2019.
- The \$500.00 will not be refunded, if Camper chooses to vacate the premises prior to the commencement date. The trailer must be removed and the site returned to its natural state by April 11. Departure on your part for any reason during the season will result in a monthly fee of \$600 for any month or partial month the site was occupied. The balance, minus any fees, will be refunded.
- Campground Fees that are not paid on or before the “payment schedule” due date above, shall subject Camper to late fees in the amount of \$100.00 per month until the Campground Fee and/or payment is paid in full. Late fees shall not be prorated. Campers who fail to pay the Campground Fee and late fees in full by the termination date of the Agreement shall not be offered an Agreement for any subsequent terms. Failure to pay all Campground Fee on or before the commencement date shall be considered a material breach of the Agreement.
- SSC requires a onetime deposit of \$100.00 to assure payment of meter and personal property tax fees, upon your departure.

(6) CAMPING UNITS: Camper shall not erect any permanent buildings or structures on the Campsite without SSC approval. Camper may only erect or place a Camping Unit, as defined above, upon the Campsite. Any Camping Unit erected or placed upon the Campsite must conform to all local and State code and permit requirements and shall be solely at the cost and responsibility of Camper.

Camper shall conform to the code changes from Columbia County that are retroactive to 2013. A 400 sq ft rule has been implemented for decks, screened porches, lean-tos and sheds. Patio pavers are not included. The total of any and all of these structures cannot exceed 400 sq ft. (EX: Deck 30x10=300, Shed 8x10=80, Total is 380 sq ft). Each year we are required to provide the county an update of all new, relocated and removed structures. Annually we will need an update from each of you for your site. It is also the responsibility of the camper/seasonal to ensure any structure is built to code, which can be found on their website (www.co.columbia.wi.us [1]). So, any structures on your site during the 2013 season or prior are grandfathered. Any addition or new structures from 2014 forward must meet the new code. **HOWEVER, PRIOR TO ANYONE SELLING ON SITE, YOU MUST BRING THE SITE BACK TO CODE AND WITHIN THE 400 SQ FT RULE.** The Township of Springvale will tax all decks, hard awnings, and attached screen porches.

All Camping Units shall be maintained in a neat and orderly appearance. Roofs, siding and windows shall be property maintained, and in the event damage occurs, shall be promptly repaired in a workmanlike manner. Appropriate local and State permits shall be secured for any repairs, maintenance or improvements performed upon Camping Units.

Failure by Camper to properly or legally erect or place a Camping Unit, properly maintain a Camping Unit, or have electrical installed by a licensed and/or certified professional shall be considered a material breach of the Agreement.

(7) AMENITIES (ELECTRICAL SERVICE): Camper shall be responsible for his/her own electrical amenities plus a facilities surcharge in June and September. Camper shall pay SSC for the cost of electrical amenities and the facilities surcharge within 7 days of date of mailing of a statement therefore. Camper shall be charged \$15 per month until all charges are paid in full. Late fee shall not be prorated. From time to time there is a possibility for service disruption. SSC will not be held liable for any loss.

(8) INSURANCE: SSC will not insure Camper’s Camping Unit or personal property for damage or loss. Camper shall maintain insurance coverage for its Camping Unit and any personal property brought or kept upon the Campsite or any of SSC’s other property. Camper shall, prior to the commencement date of the Agreement, provide SSC with written documentation of insurance coverage. Failure to provide SSC proof of insurance, or any lapse of insurance, shall be considered a material breach of the Agreement.

(9) SUITABILITY AND FITNESS OF CAMPING UNITS: SSC may, upon request and upon giving Camper 24-hour notice, inspect Camper’s Camping Unit for its suitability and fitness as a Camping Unit. SSC may, at its sole discretion and based upon such factors as it determines to be appropriate, make a determination of the suitability and fitness of Camper’s Camping Unit. In the event SSC determines that Camper’s Camping Unit is unsuitable or unfit as a Camping Unit, written determination shall be provided to Camper by personal delivery or regular U.S. Mail. Upon the termination of the Agreement, any unsuitable or unfit Camping Unit must be immediately removed from the Campsite.

(10) SALE OF CAMPING UNITS: All sales of currently erected or placed Camping Units, including but not limited to trailers, campers, decks, carts and any and all personal property located on the Campsite, which are anticipated or contemplated to be sold to a successor Camper and remain upon the Campsite are subject to approval by SSC, are subject to a determination of suitability and fitness by SSC, and sale must be closed at SSC’s office. SSC may withhold approval of a sale for any reason, including age of the Camping Unit. SSC shall, at closing, be entitled to and paid a closing fee of either 7% of the total sale price or \$500.00 in cash, whichever is greater. Closing of an unapproved sale or failure to pay SSC’s closing fee shall be considered a material breach of the Agreement.

(11) ASSIGNMENT OF AGREEMENT: Camper shall not assign his/her rights under the Agreement at any time without written approval and authorization from SSC, which approval and authorization may be withheld for any reason. Unapproved and unauthorized assignment shall be considered a material breach of the Agreement.

(12) RENTING OF CAMPING UNIT: Camper shall not rent the Camping Unit to any individual without prior approval and authorization from SSC, which approval and authorization may be withheld for any reason. All guests should be registered with SSC. Unapproved and unauthorized renting shall be considered a material breach of the Agreement.

(13) PLACING AND REMOVING UNITS FROM CAMPSITE: SSC places or will be a part of placing all Camping Units on the Campsite. First placement is free, subsequent moves are \$50 to remove and \$50 to place. The Camper will level Camping Unit, hook up water, electric and sewer (if applicable). Camper shall be responsible for a clear path and fit unit prior to SSC removal of the Camping Unit. Site shall be returned to its original, natural (grass, trees, soil) condition and must be cleared of all decking, blocks, bricks, wood, landscaping mulch, rock, etc prior to your departure.

(14) CAR PASSES: Camper will receive car passes for their registered vehicles, to be displayed on the lower right-hand corner of the front windshield. Guest restrictions, regulations, rules and definitions remain and are in effect, even if they are in your car, payment and registration is expected. Please ensure you register all guests. Any failure to comply with car pass rules and/or regulations shall be considered a material breach of the Agreement.

(15) FAILURE TO REMOVE CAMPING UNIT AND STORAGE FEE: Any Camper failing to remove his/her Camping Unit and/or personal property from the Campsite by the expiration date of this Agreement shall be charged a storage fee of \$25 per day until the Camping Unit and/or personal property is removed. The storage fee shall not be prorated based upon when the Camping Unit or personal property is removed. The Cost for SSC to remove the Camping Unit from the Campsite is \$500. The amount remains the same whether Camper has chosen to leave or has been asked to leave.

(16) SOLICITATION AND PROSELYTIZING PROHIBITED: Solicitation and/or contact for sales of products, sales of services, and/or for membership, participation, proselytizing and/or fundraising for any purpose, profit and/or non-profit, religious and/or not-religious, is strictly prohibited. Conduct prohibited under this paragraph shall be considered a material breach of the Agreement.

(17) OBSERVATION OF SSC RULES AND REGULATIONS: Camper and Guest shall treat all SSC employees with courtesy and respect. Camper and Guest are subject to all fees when entering any of SSC's property. Camper and Guest must strictly adhere to any and all SSC Rules and Regulations. Camper shall not keep as a Guest any person objectionable to SSC. SSC may, at its sole discretion, ban Camper and Guest from entering upon any of SSC's property at any time and for any duration if SSC deems that Camper's and/or Guest's conduct has been unacceptable, threatening, unsafe, or illegal. SSC may not prohibit Camper from entering upon of SSC's property and traveling upon SSC roads for the strict and sole purpose of accessing Camper's Camping Unit. Re-entry upon SSC property by a Camper that has been banned shall be considered a material breach of the Agreement.

(18) MATERIAL BREACH OR DEFAULT: A material breach or other default by Camper of any condition of the Agreement shall allow SSC to terminate the Agreement immediately. SSC may choose not to terminate the Agreement upon Camper's material breach or default without affecting SSC's right to terminate the Agreement upon a subsequent material breach or default. In the event SSC terminates the Agreement, SSC shall provide Camper written notice thereof, to be delivered personally or by regular U.S. Mail. Camper must, upon termination of the Agreement, remove Camper's Camping Unit and any personal property within seven (7) days of receipt of a hand-delivered notice of termination, or within nine (9) days of a notice that is mailed via regular U.S. Mail. Upon Camper's failure to remove a Camping Unit or personal property within the prescribed time limits after termination of the Agreement, Camper shall be considered to be trespassing. SSC may seek relief from a Court for ejectment and removal of a Camper and Camper's Camping Unit and personal property, together with damages, including any fees owed and not paid.

(19) ABANDONMENT: By executing the Agreement, Camper specifically affirms and stipulates that SSC may act as Camper's attorney-in-fact for disposition and/or disposal of Camper's abandoned property. SSC is authorized to take any reasonable action, including but not limited to, execution of documents of title as necessary for sale, transfer or disposal of Camper's abandoned property. SSC is specifically authorized to sign documents of title to any abandoned property, including title vehicles, and/or trailers. In the event Camper fails to remove or repossess the Camping Unit and/or personal property within the prescribed time limits after termination of the Agreement, SSC may dispatch a notice to Camper personally or by regular U.S. Mail of its intent to dispose of the Camping Unit and/or personal property by sale or other appropriate means. If the Camper fails to repossess the Camping Unit and/or personal property within thirty (30) days after the date of personal service or the date of mailing of the notice, SSC may dispose of the Camping Unit and/or personal property by private or public sale or any other appropriate means. SSC may deduct from the proceeds of sale any fees or costs owed under the terms of the Agreement together with the costs of selling or disposing of the Camping Unit and/or personal property. Any excess proceeds shall be mailed by SSC to Camper's last known address.

(20) GOVERNING LAW: It is agreed that the Agreement shall be governed by, construed, and enforced in accordance with the laws of the State of Wisconsin. Any actions to enforce the rights or obligations of either party shall be filed in Columbia County, Wisconsin.

(21) NO WAIVER: The failure of either party to the Agreement to insist on the performance of any of the terms or conditions, or the waiver of any breach of any of the terms and conditions of the Agreement, shall not be construed as thereafter waiving any such terms and conditions, but such terms and conditions shall continue and remain in full force and effect as if no such forbearance or waiver had occurred.

(22) LICENSE: The parties agree that the relationship between the parties is that of SSC and Camper, and in no way is SSC a landlord nor is Camper a tenant, and as such, the landlord/tenant laws of the State of Wisconsin are inapplicable and not binding upon either party.

(23) RELEASE OF CLAIMS AND INDEMNITY: In consideration of the mutual promises contained herein and other good and valuable consideration, Camper and Camper's spouse/partner, if applicable, on his/her behalf and on behalf of his/her minor children, if applicable, for themselves, his/her heirs, legal representatives and assigns, release and forever discharge SSC, its successors and assigns, of and from any and all causes of action, claims, demands, costs, loss of services, expenses, compensation, and all consequential damages, on account of, or in any way growing out of, any and all known and unknown personal injuries, death, and property damage resulting from his/her entry upon and occupation of the Campsite and entry upon or use of SSC's facilities. Camper shall indemnify SSC and shall hold SSC harmless from and against any and all claims, actions, damages, liabilities, expenses, including attorney's fees, in connection with any occupant, invitee or guest in, upon, or at SSC and/or the seasonal site or any part thereof, due wholly or in part to any omission of Camper, Camper's invitees and/or guests, including, without limitation, any accident, injury or damage due to any person or property, or by reason of Camper's breach or default in the performance of Camper's obligations under the Agreement. If SSC, its owners, agents and/or employees shall be made a party to any litigation commenced by or against Camper, Camper shall protect and hold SSC, its owners, agents and/or employees harmless, and pay all costs, expenses and attorney's fees incurred or paid by SSC, its owners, agents and/or employees in connection with such litigation. Camper's indemnification under this Section shall survive the expiration or termination of the Agreement. Camper shall read and be familiar with Wisconsin Statutes Section 895.25(3) and (4). Camper expressly waives any claims against SSC, its owners, agents and/or employees to the extent that any damages are covered by any applicable policy of insurance which provides coverage to Camper, including but not limited to subrogation claims arising from any insurance payments made by or on behalf of Camper's insurers.

(24) ENTIRE AGREEMENT: The parties agree that the Agreement and any documents incorporated by reference constitute the entire agreement between the parties. Any amendments or modifications to the Agreement must be in the form of a written document which must be signed and dated by the parties. By signing this Agreement, Camper acknowledges having read the Agreement, and agrees to all terms herein.

By Camper: _____ date
By SSC: _____ date
_____ date