

2020 SEASONAL CAMPGROUND AGREEMENT TERMS

Defined Terms. The Capitalized words are defined terms which apply throughout this Agreement. **Not a Lease.** This Agreement is a license and contract for lodging allowing the Camper to Occupy a Campsite. Camper acknowledges that this Agreement is not a lease. The Camping Unit is not leased premises. Camper and Guests may be removed at any time without notice or resort to judicial process.

1. **Period.** This Contract runs from April 15, 2020 to the Expiration Date, which shall be the earliest of:
 - a. October 15th; or, (b) the date of Early Termination. Water will be turned on and off according to the discretion of the resort.
2. **Not a Residence.** The Campground is not the Camper's permanent address, mailing address, voting address or other kind of residence. Camper may not claim or report the Campground or Unit as Camper's residence.
3. **Definitions.** These words as defined as follows in this Agreement:
4. **Agreement:** This Seasonal Campground Agreement between the undersigned person and the Campground.
5. **Camper:** The person who signs this Agreement and the other persons who are named in the agreement.
6. **Campground:** Bluebird Family Camp and its facilities and amenities.
7. **Campsite:** The area of land identified by the Campground which the Camper occupies during the Period.
8. **Cost:** the price of any service or good provided to a Camper by the Campground.
9. **Early Termination:** Revocation by the Campground of a Camper's permission to occupy a Campsite.
10. **Expiration Date:** The end of the term, or, the date of Early Termination
11. **Guest:** A person other than a Camper authorized to occupy a Campsite.
12. **Rules:** Written or oral standards of conduct or behavior communicated by the Campground to Campers.
13. **Notice:** Informing the Camper, a Guest, or the Campground, of something. Notice may be oral, except that notice of Early Termination, Removal or late fees shall be given in writing. If no adult Camper is present at the Unit, Notice may be left on the Unit. Notice to the Campground may be given only through the Campground manager.
14. **Occupy:** Using a Campsite by placing a Unit on the Campground or Campsite, whether staying overnight, or by being present on the Campground.
15. **Unit:** A recreational vehicle or camper which is placed on a Campsite for use by a Camper and Guests, together with associated decks or porches.

Camper's Obligations. (a) Camper will occupy the Campsite and Campground in a safe, orderly, lawful, well-maintained, clean, cooperative and respectful manner.

- a. Campers will perform all duties under this Agreement and see that all Campers and Guests do so.
- b. Camper shall maintain liability and hazard insurance coverage on their Unit and Campsite and all motor vehicles and golf carts operated on the Campground. Camper shall give Campground a copy of the insurance policies' Declarations pages.
- c. Only RVIA-Approved Recreation Vehicles, approved by the Campground and less than

- 15 years old, may be placed on the Campsite. No vehicle, or structures added to a vehicle, more than 15 years old, may be sold for continued use on the Campground.
- d. The Camper and Guests shall abide by all directions of Campground staff and shall obey all signs and signals on the Campground.
 - e. The Camper will not have Guests unless the Guest charge is paid, and Campground approves. Guests may not stay more than two weeks.
 - f. Camper acknowledges receipt of the Campground Rules. Camper agrees to follow the Rules, including any additional or revised Rules.
 - g. The Camper agrees to install or place no objects or things (other than lawn furniture) on the Campsite without prior written permission of the Campground.
 - h. Camper shall pay and provide evidence of payment of all taxes levied on the Unit.
 - i. The use of vehicles of all kinds on the Campground must be consistent with Campground rules and policies and is subject to revocation, suspension or restriction at any time in the sole discretion of the Campground.

Campground's Obligations. Campground will provide a campsite and common areas. Campground will do our best to see that the services and amenities we offer are provided. Campground makes no representations, warranties or guarantees, and no promises other than those stated in this Agreement.

Service Animals. Animals providing a service to a disabled camper are permitted in all areas of the campground.

Limitations on Campground Liability. Under Wis. Stats. sec. 895.519. The Campground is not liable for the inherent risks of camping, the actions or omissions of others.

Camper Indemnification. If the actions or omissions of a Camper or a Guest cost the Campground money, Camper shall reimburse the Campground for the Campground's costs, attorney's fees and expenses.

Termination. This Agreement terminates on the earlier of the Expiration Date or the date of removal in the case of Early Termination. If the Agreement is terminated early for any reason, Camper has no right to a refund

Removal. The Campground may, for any reason in the Campground's sole discretion, terminate the agreement or require all or some of the campers to leave the Campground. In the event the Campground directs the guest to leave, the guest agrees to leave peacefully and immediately. The Camper agrees that Campground may recover its costs, attorneys' fees and expenses should the Campground be required to remove the Camper or Camping Unit.

Unit Storage. During winter storage, no one may Occupy a Unit or a Campsite unless permitted by the Campground.

Removal of Unit. At the Termination of the Agreement, the Camper shall remove the Unit, quietly, peacefully and without damage to others. If the Unit is not removed, Campground may, 15 days after Notice to Camper, remove and dispose of the Unit through methods of Campground's sole discretion. Campground shall be appointed Campers' attorney in fact to transfer title of the Unit if the Unit is not removed by Camper after notice. Camper agrees the Campground is not responsible for damages caused to a Unit moved or removed by the Campground.

Campground's Lien and Security Interest. Camper grants Campground a lien and security interest in the Unit and any personal property stored on the Campsite. The lien and security interest shall secure payment of all the fees, charges, liabilities and costs owed to the Campground and incurred by a Camper pursuant to this Agreement or otherwise.

No Assignment. AirBnB or Shared Use. Only the persons named in this Agreement or permitted guests may lodge in the Unit. The Camper may not list the Unit or Campsite on a sharing site such as RVshare, Outdoorsy, AirBnB, VRBO, or any other service or advertising forum. This Agreement is not assignable or transferable. Listing a unit on a sharing site, or selling a of the Unit by the Camper constitutes a voluntary termination of this Agreement.

Site Conditions, Flooding. The Campground cannot warrant or guarantee that the Campsite will not have flowing water or flooding. If the Campsite is in the floodplain, Camper is aware that the unit and any additions may need to be removed immediately during periods of high water. The Camper and not the Campground is responsible for removing a Unit and/or addition, and for any remediation after high water.

Guests:

The Camper is responsible for the conduct of their day and overnight guests, and shall be personally liable for any personal injuries or property damage arising from the actions of such guests. The resort reserves the right to accept or reject anyone on the property. Guests must purchase a \$5 parking pass and must park only on the seasonal site they are a guest of (providing there is no more than 1 car already at the site) . Additional parking is available outside the gate in the rec hall area.

Camper responsibilities:

- a) Camper shall keep said Campsite 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 Medary, the State of Wisconsin, the United States, and any authorized agency of said governmental bodies.
- b) Trailer, deck and or shed must be at least five feet from lot lines. Lot lines are determined by resort. Camper is responsible for all building permits, but the design must be approved by the Campground prior to getting any permits. Camper shall be responsible for the maintenance & repair of any and all personal property located upon said campsite. Camper shall not use said campsite for any illegal activity or activity which would injure the reputation or the business of Resort. Campers shall not commit waste and will suffer no waste to be committed in or upon said campsite. Campsites shall be kept in a neat and tidy appearance according to the discretion of the resort.. Campsite boundaries shall be maintained. Any exceptions must be in writing from the resort. State of Wisconsin requires 10 feet between camping units including decks and shed.
- c) Camper shall not, voluntarily, involuntarily or by operation of the law, assign this Agreement, in whole or in part. Campers shall not, voluntarily, involuntarily, or by operation of the law, rent the whole or any part of said campsite or any personal property located thereon or permit any other persons to occupy the same. Any attempt to assign or rent the same without prior written consent of Resort shall cause this Agreement to be deemed null, void and of no further effect immediately.
- d) Acceptance of payment of seasonal fee, in whole or in part, from any other person by Resort shall not be deemed to be a waiver of any of the provisions of this Agreement or to be consent to the assignment or lodge.
- e) Campers shall maintain public liability, fire, wind and other hazard insurance upon their personal property situated upon said campsite and for their acts or omissions occurring while

occupying said campsite in amounts acceptable to Resort, said acceptance not to be unreasonably withheld. Within ten (10) days of written demand by Resort, Camper shall provide evidence to Resort of said insurance being in full force and effect.

Limitations On Campground Liability. The Campground desires to provide Campers with an enjoyable camping experience. However, camping and related activities occur in an outdoor recreational setting. There are aspects of any recreational experience that cannot entirely be controlled or made free of risk. The Campground is not liable for weather conditions, natural events, or damages caused by wrongful conduct or carelessness of others. By signing this Agreement, the Camper acknowledges that by participating in recreational activities, the Camper accepts the risks which are inherent in the recreational activity. The Camper is advised that Wisconsin law (Section 895.525, Wis. Stats.) limits the liability of the Campground and imposes duties on the Camper to take precautions for their own safety while engaged in recreational activities. The Camper and not the Campground is responsible for supervision and control of all Campers and Guests.

Reimbursement to Campground for Losses Caused by Camper. In the event that any action or omission of the Camper or Guests or the Camper cause the Campground to pay damages to any other person or party, to incur repair, cleaning, security or law enforcement expenses, the Camper shall reimburse the Campground for those damages, as well as any attorney's fees and expenses incurred by the Campground.

Expiration of Agreement.

- a) *Expiration:* This Agreement terminates on the Expiration Date at 4:00 p.m.
- b) *Non-Payment.* If a Camper fails to pay any Cost provided for in this Agreement, the Campground may terminate this Agreement. The Campground shall provide the Camper with Notice as provided in this Agreement. Termination of the Agreement does not relieve the Camper of liability for all remaining unpaid Cost.
- c) *Early Termination:* The Campground may determine, for any reason in the Campground's sole discretion, that it is necessary for the Camper to leave the premises of the Campground prior to the scheduled end of the Period. In such an event, the Campground will give Notice to the Camper to leave the Unit and the Campground. The Camper will be given one (1) day to cease to Occupy the Unit and Campground, and seven (7) days to remove the Unit from the Campground. In the event of a disturbance of the peace and order of the Campground, the Campground reserves the right to require the Camper to leave immediately. If the Agreement is terminated early, Camper has no right to a refund.

Winter Storage. The Campground may allow the Unit to remain on the Campsite during the period between the end of the season for which this Agreement was executed and the commencement of the next season. The Campground's Agreement to permit winter storage does not, in the absence of a Seasonal Agreement for the next year, obligate the Campground to agree to permit the Camper to Occupy the Campsite in the ensuing camping season. This means if you have not paid a deposit for the next year the camping unit must leave by November 1 of the current year. The Camper must properly prepare the Unit for winter storage according to the Campground Rules. During winter storage, no one may Occupy a Unit or a Campsite except as permitted by the Campground.

No Transfers or Assignments of Agreement. This Agreement is solely between the named Camper

and the Campground. The Camper may not transfer this Agreement to any other person or persons, or assign the Camper's obligations to any other person. The sale or repossession of a Unit shall result in Early Termination, and removal of the Unit unless the Campground agrees, at its sole discretion, to enter into a new agreement with a new owner.

General Terms and Conditions. The Campground shall not be deemed to have waived any requirement of this Agreement by failing to enforce terms of the Agreement. This Agreement, together with the Rules adopted by the Campground, are the entire agreement between the Campground and the Camper. The Camper agrees that no representations made to the Camper are binding unless those representations are included in this Agreement. No oral modifications of this Agreement are enforceable. If any provision in this Agreement is invalidated by any law or court order, the remaining portion of the Agreement shall continue to apply. This Agreement is controlled by Wisconsin law. All disputes involving the Agreement are to be resolved in the Circuit Court for the County in which the Campground is located. Any representations, discussions, questions or modifications of the terms and conditions of the Camper's admission to the Campground have been integrated into this Agreement. The Camper does not rely on anything other than the terms and conditions of this Agreement.

Sales on Site.

If Camper elects to sell on site Camper's unit and associated personal property, Camper must notify Resort prior to commencing any sale activities. To be entitled to sell the unit and associated personal property on-site, Camper agrees to give resort a set of keys, provide sale price and information and to pay Resort 10% of the selling price of the unit and personal property. Upon sale of unit, there shall be no refunds of any unused portion of the seasonal fee. Any unpaid portion of the seasonal fee shall be due immediately in full. Personal property sales can be waived upon written consent from the owners.

Upon written prior consent of Resort, Camper, at its own expense, may construct only one storage shed upon said campsite (depending on zoning approval) Tarp covered sheds are prohibited. You must submit your plans to resort management for both current and future storage sheds. Metal sheds are prohibited without written permission from resort management.

Any and all site improvements including decks and patios are property of the resort and are not included with the sale of your camping unit.

Fire Rings & Picnic Tables: These are not furnished by the campground.

Rules of the campground: Resort owner may make such reasonable "Rules" governing the Campground and use of the Campsite as Resort owner 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.

Minor children (under the age of 18) are prohibited from occupying said campsite without their parent or legal guardian present. Minor children shall be restricted to campsite at 11:00 p.m. and prohibited from being off campsite after that time without any occupying adult. Under age children should not be left unsupervised on the property. Parent or legal guardians are responsible for the whereabouts, actions and safety of their children

Golf Carts general rules- Proof of insurance is required prior to operation of golf carts on the property. Proof of insurance shall be furnished annually. No golf carts may be operated after dusk unless the same are equipped with adequate lights. Only **licensed drivers** shall operate

said golf cart. Operation of golf carts is limited to the developed roads upon said campground and they shall be operated at speeds not to exceed 5 mph. **During Quiet Hours, golf cart usage is limited to destination driving only, no ‘cruising or parading’ around the campground is allowed from 11:00 p.m. until 8 a.m. Speed limits must be obeyed.** Golf carts must be properly maintained at all times. Violations of these rules will result in fines up to and including removal from the park.

Golf Cart travel corridors – Golf carts are limited to existing gravel roads. They are prohibited from entering the volleyball courts, sandy beach areas, playground and pool area.

Golf cart registration- There is a fee of \$20 per year for golf cart registration. Registration stickers must be adhered to golf cart in a visible area on the front of cart. (windshield or hood area). Non registered carts are not allowed on the grounds.

General Rules

- 1) **Camping units-** need to be cleaned and washed so that there is not mold and mildew and other unsightly dirtiness. Failure to clean your unit can result in the removal of your unit.
- 2) **Safety** is the facilities #1 priority. Please recognize that recreation vehicles must be registered with your site number. You are responsible for your vehicles at all time
- 3) **Vehicles-** Only 2 vehicles are allowed per site. Camper shall park all vehicles used by Camper or its guests on Camper’s own campsite or in areas designated by Resort. If any vehicles are parked in areas off Camper’s site which are not designated by Resort, Resort’s daily camping fee is due and payable by Camper on a per vehicle basis. Any additional vehicles should be parked outside of the gates in the overflow parking. **2 car passes will be assigned per site.**
- 4) **Campfires-** To enable all to peacefully and quietly enjoy the Resort, all campfires must be out by 1:00 a.m. Quiet time commences at 11:00 p.m. and continues to 8:00 a.m. the next day.
- 5) **Fireworks-** are prohibited.
- 6) **Dogs-** All dogs shall be leashed at all times. Said dogs are neither to create a disturbance nor be allowed to be a threat to other persons using Resort. Camper shall not permit dogs to be left unattended at said campsite. Excessive barking, failure of the camper to keep their dog leashed when outside the camping unit, or leaving the dog unattended will give Resort Owner cause to require the dog to be removed from the property. Camper must clean-up after their pets. Restricted dogs: Rottweiler, or Pit Bull. Any mix of any of these breeds should be noted on the agreement. Dogs are not allowed in the pool area.
- 7) **Pool-** Camper specifically acknowledges that Resort does not maintain a lifeguard on duty at either Resort’s pool, ponds, or streams. On behalf of Camper and their children, guests and any other persons associated with Camper, Camper assumes full responsibility for their safety while using the pool.
- 8) **Campsite-** is designed for one unit only. With prior Resort management consent, an additional **tent** may be permitted for no longer than three consecutive nights at a rate of \$15 (plus tax) per night, to be paid in advance. If said additional unit is not registered prior to set-up, the full water and electric rate for up to three nights will be charged.
- 9) **Boats / trailers -** Camper may not store more than one boat or trailer on campsite during the camping season (Boat will count as a vehicle... 2 vehicle limit per site) . No additional boats, motors or additional campers may be left on the campsite from October 15 through April 15.
- 10) **Firewood-** May not be brought into the facility from outside La Crosse County per

(Department of Natural Resources and the State of Wisconsin) No nail embedded wood, pallets or construction debris is allowed per Wisconsin code.

- 11) Campers are not allowed to conduct business of any kind without written consent from Resort owners.
- 12) Vandalism, disturbances, etc will be grounds for immediate and permanent removal from the park.
- 13) All visitors should know the unit number and the name of the person they are visiting.
- 14) **Site Maintenance-** In the event the seasonal fails to keep the site properly maintained, Resort may give Seasonal Camper notice of the deficiency and reasonable time to fulfill Seasonal camper's obligations. If such maintenance is not performed within the time frame, a fine of \$25 to \$200 per incident can be established. This includes rubbish, trash removal and lawn maintenance.
- 15) **Pump out Services:** Honey wagon services are provided at posted rates per pump out, and shall be paid to the Resort in advance. All "honey wagon" requests must be received by 6pm on Sunday for posted service. If request is received late, it shall be deemed a special request and there will be a \$30 Emergency Pump fee. Prior to pump out, campers shall inspect and warrant that all valves, drains, hoses, transfer tanks, etc on the camping unit are in proper working order. If the same are not in proper order, the resort shall have the right to refuse to pump out the camping unit until all necessary repairs are made and camper notifies the resort of the same. The Resort assumes no responsibility for the condition of the transfer tank on any camping unit or for any damage caused by or arising due to said pumping.
- 16) **Garbage:** Campers shall place regular garbage (food containers, cans, papers, etc) in the designated receptacle provided. No electronics, bedding, mattresses, furniture, etc shall be placed in dumpsters.
- 17) **Recycling-** Please separate Aluminum cans and place in the designated area for cans.

General Terms and Conditions. This Agreement and the Campground Rules constitute the entire contract between the parties. No oral representations or modifications are enforceable. All disputes will be tried under Wisconsin law in the Circuit Court for La Crosse County.

If the Camper chooses to move out before the end of the agreement – no refunds will be given.
Camper is liable for any balance owed on agreement and must be paid in full before moving out.

Seasonal Fees for 2020: Water & Electric sites rates will be \$1900.00, Water/Electric/Sewer sites rates will be \$2100.00 additional sales tax is applicable. (electricity is not included with seasonal fees)

Electricity: There is an amenity fee for the electric usage. Electric bills will be read on July 1 and October 15. All bills must be paid by the due date mentioned on said invoices. If Camper's utility bill is delinquent, in addition to other remedies, Resort may disconnect the utilities to the campsite. Camper shall pay a reconnection charge to Resort of \$25.00. Any sale or early removal of the camping unit will immediately void the camper's agreement with no refunds or pro-rations. Each Camper may put a lock on their individual electricity if they wish. No generators of any kind are allowed.

Agreement can be terminated without a refund by the owner for violations of rules, such as but not limited to non-payment, unruly behavior, fighting & disorderly conduct. Trailers will have to be

removed from the park within 7 days of notification. After 7 days there will be a \$10.00 per day charge for storage of trailer or camping unit. . Payment of \$10.00 per day on storage charge will be paid before the trailer or camper unit leaves the resort grounds.

Camper shall reimburse resort for all personal property taxes levied against Camper's personal property which have been paid by the resort.

Relocation: Any relocation of your site is subject to a \$200.00 relocation.

Credit card payments: Credit card payments made for Seasonal sites are subject to a \$100 additional charge.

Signatures. The persons signing this agreement promise that they, their minor children and Guests will follow this Agreement and the Rules.

The undersigned Campers understand that our admission to the Campground may be terminated by the Campground, at any time in the sole discretion of the Campground. If terminated, we agree to leave without judicial process

Signatures. The persons signing the seasonal agreement as the Campers agree to the conditions and provisions of this Agreement, and agree to comply with them. We further agree that we will inform our minor children and guests of the requirements of this Agreement, and be responsible for their behavior and demeanor at the Campground. The campers understand that their admission to the Campground may be terminated by the Campground, at any time in the sole discretion of the Campground.

WE RESERVE THE RIGHT to interpret and enforce all the rules for the benefit and safety of all.

