

OBSERVATION KNOB PARK - SEASONAL CAMPING AGREEMENT

THIS AGREEMENT IS BETWEEN SULLIVAN COUNTY'S OBSERVATION KNOB AND THE FOLLOWING PERSONS:

ONLY THE PERSONS NAMED HERE ARE THE "CAMPERS" OF THIS CAMPSITE. THE CAMPERS' ADDRESS, EMAIL ADDRESS AND OTHER INFORMATION MUST BE KEPT CURRENT AND ON FILE WITH PARK MANAGEMENT.

Camping Agreement: When this Agreement is signed by the Campground and the Camper; the first month and last month's rent and all applicable fees have been Paid, the Camper is granted the right of admission to the Campground and the right to place a Unit on the identified Campsite, and to Occupy the Campsite until the end of the Period stated in this Agreement, subject to all Conditions in this Agreement.

Defined Terms: Some of the terms used in this Agreement have definitions. Those terms are listed in the Definitions portion of this Agreement. The definitions stated in that section apply in this Agreement.

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

Assigned Campsite: The Camper is assigned the Campsite known as: _____. The campground reserves the right to change this assignment at any time with a 5 day notice.

Period Of Use: The Camper may use the Campsite starting on April 1, 2023. The Camper may not Occupy the Campsite after October 31, 2023, or after an earlier date of Early Termination.

Winter Storage: The Campground may allow the Unit to remain on the premises of the Campground during the period of November through March. The unit will be required to be removed from the property for a planned and announced 14-day period in March 2024. The Campground is not required to agree to allow a Unit to be stored on the property. During winter storage, no one may Occupy a Unit or a Campsite.

Not a Residence: Under TVA's Length of Stay Requirements, the campground is not allowed to be a permanent residence. A camper may not claim the Campground as their permanent address, voting address or other place of residence. TVA's Length of Stay requirements may be referenced for more details.

SEASONAL CAMPER FEES

The Camper will Pay the Campground the following fees:

Total Fee for 2023-2024 Season: For the use of the Campsite during the Period, \$ 2550.

The Fee shall be payable as follows:

Camper shall Pay \$ 300 per month in all months April through October.

Camper shall Pay \$ 90 per month in all months November through March.

Camper shall Pay \$25 for a late fee on any monthly payment made after the 10th day of each month. The late fee also applies to any fees or charges that are not paid when due.

Camper is responsible for all additional fees including fees for watercraft, golf carts, visitors, etc, as described in the 2023 Seasonal Camping Rules and Regulations provided by the Campground.

All fees are non-refundable.

Campsite: The Campground will allow the Camper the quiet and unimpeded use of a Campsite for all lawful purposes consistent with the Campground's Rules. The campsite is approved for use for the camping unit listed on your application. A change in the Camper or camping unit requires Campground Management approval and is not guaranteed. The Camping Unit must comply with the length requirements for the Campsite.

Services: The Campground provides a 30 Amp electrical connection and a water connection to each seasonal campsite. Utilities cannot be always guaranteed and unplanned interruptions in service may occur. Two dump stations are located within the campground.

Camper's Obligations: The Camper will use the Campsite in a manner which is safe, orderly, lawful, sanitary, clean and respectful of the rights of other Campers and of the Campground's property and other Guests.

In addition to this General Obligation, Campers must do all of the following:

- a. The Camper will Pay all rental charges and fees when due.
- b. The Camper will assure that all obligations of this Agreement are understood by all of the Campers on this agreement and their Guests, including children. The adult Campers will monitor and supervise all minor Campers to assure that the minors abide by the requirements of this Agreement.
- c. The Camper shall maintain liability, fire, wind and other hazard insurance coverage on their personal property located on the Campsite. The insurance policy must provide coverage of the Camper's acts or omissions related to the Campground and Campsite. Camper must have liability insurance on all motor vehicles operated on the Campground, including golf carts and other vehicles which are not licensed for use on public roads. The Camper shall provide a copy of the policies' Declarations pages to the Campground.
- d. The Camper shall maintain the Camper Unit according to the manufacturer's recommendations. Camper understands that only RVIA-Approved Recreation Vehicles may be placed on the Campsite.
- e. The Camper and Guests shall abide by all directions of Campground staff, obey all signs and signals on the Campground.
- f. The Camper and Guests shall not enter closed areas or other Campsites without permission.

g. The Camper will not have Guests without giving the Campground rules, policies and procedures. Guests may not solely occupy a Unit unless the Agreement is amended to include them. The campground will impose a charge for guests as defined in the 2023 Seasonal Camping Rules and Regulations.

h. By signing this Agreement, the Camper acknowledges that the Camper has been given a copy (paper or electronic version) of the Campground Rules and Regulations. The Camper also agrees that the Camper has had the opportunity to inspect the Campsite and accepts it in its current condition. The information provided by the Camper is correct.

i. The Camper agrees to abide by and follow all applicable state laws, rules and ordinances.

Limitations On Campground Liability: The Campground desires to provide Campers with an enjoyable camping experience. However, camping takes place 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, 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 state law limits the liability of the Campground and imposes duties on the Camper to take precautions for their own safety while engaged in recreational activities.

Reimbursement of 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, the Camper shall reimburse the Campground for those damages, as well as the attorneys fees and expenses incurred by the Campground.

Renewal or Non-Renewal: The Camper shall notify the Campground if the Camper intends to renew this Agreement for the next camping year. If the Camper does not notify the Campground of intent to renew, the Campsite may be assigned to another Camper. Upon renewal, the Camper shall sign a new agreement for the next year.

Termination Of Agreement: This Agreement terminates on the expiration date. On or before that date, the Camper will remove the Unit from the Campground, quietly and peacefully. The Camper is responsible for removing the unit with appropriate care for the Campsite to restore the Campsite to its original condition. 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 direct 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 five (5) 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.

Government: Observation Knob Park is operated by Sullivan County, Tennessee. The terms and conditions of this agreement are subject to change based on the decisions of the County Mayor and/or the Sullivan County Commission.

Removal Of Units: If a Camper fails to remove a Unit as required by this Agreement, the Camper acknowledges that the Campground has the right to remove the Unit or have the unit removed by a qualified towing company. The Campground will attempt, before removing the Unit, to notify the Camper and provide the Camper with five (5) days to remove the Unit. If the Campground removes the Unit or has the unit removed, it will place the Unit in storage, but is not responsible for the condition of the Unit. The Camper acknowledges that the Campground is not responsible for damage to the Unit caused by its removal from the Campsite.

Charge For Non-Removal: There shall be a charge of \$25 per day for non-removal of a Unit on or before the date on which the Unit should be removed, which shall commence on the date of termination and continue until the Unit is removed from the Campsite.

Definitions: These are the Definitions of the following words as those words are used in this Agreement:

Agreement: This Seasonal Campground Agreement between the undersigned person and the Campground.

Camper: The person who signs this Agreement and the other persons who are named in the Agreement.

Camper Unit: The recreational vehicle placed on the Campsite.

Campground: Observation Knob Park.

Campsite: The area of land identified by the Campground which the Camper Occupies during the Period.

Early Termination: The revocation by the Campground of a Camper's permission to Occupy a Campsite.

Guest: A person who is authorized to Occupy the Campsite for the time permitted under this Agreement.

Notice: To inform a Camper or guest of a fact or condition related to this Agreement. Notice is given under this Agreement by informing any Campers of a fact or condition, except that Notice of Early Termination shall be given in writing. A written notice may be sent via electronic means (email) or postal mail. Notice to the Campground must be given to the Campground manager.

Pay: To satisfy the entire amount owed to the Campground, all obligations being due immediately; if a check or credit card is used, the obligation is not satisfied until the final credit has been given to the Campground.

Occupy: The physical presence of a Unit, a Camper or a Guest on the Campground or Campsite, whether or not staying overnight.

Rules: Standards of conduct and expectations that are established by the Campground to maintain the harmonious and orderly ambience of the Campground and maximize the enjoyment of the Campers and Guests, as well as the General Obligation to behave in an orderly, polite manner which is respectful of other Campers.

Unit: A recreational vehicle which is placed on a Campsite for use by a Camper and Guests.

No Transfers or Assignments of Agreement: This Agreement is solely between the 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, in its sole discretion, to enter into a new agreement.

General Terms and Conditions: The Campground may 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 contract between the Campground and the Camper. No oral modifications of this Agreement control. If any provision in this Agreement is invalidated by any law or court order, the remaining portion of the Agreement shall continue to apply. Any discussions, questions or modifications of the terms and conditions of the Camper's admission to the Campground have been integrated into this Agreement. We 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. We understand that our admission to the Campground may be terminated by the Campground, at any time in the sole discretion of the Campground.

CAMPERS:

I herby accept and agree to all terms and conditions in this agreement:

Printed Name _____

Signature _____ Date:

Printed Name _____

Signature _____ Date:

CAMPGROUND REPRESENTATIVE:

Printed Name _____

Signature _____ Date: