

LONG LAKE CAMPGROUND, INC
"STEINKE RESORT"

SEASONAL CAMPGROUND AGREEMENT

~~~~~  
THIS AGREEMENT IS BETWEEN THE CAMPGROUND AND THE  
FOLLOWING PERSONS:

ADULTS:

MINORS:

ONLY. THE PERSONS NAMED HERE ARE THE "CAMPERS" OF THIS CAMPSITE: THE CAMPERS' ADDRESS AND OTHER INFORMATION ARE ON THE LAST PAGE OF THIS AGREEMENT.

Camping Agreement. When this Agreement is signed by the Campground and the Camper; and the required monies 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, and the Park Rules & Regulations which are incorporated herein.

Defined Terms. Some of the terms used in this Agreement have definitions. Those terms are Capitalized and 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:

---

**1. Period Of Use.** The Camper may use the Campsite starting on Aug. 15, 2000. The Camper may not Occupy the Campsite more than six months, or after 12-20-00, or after an earlier date of Early Termination. Not a Residence. Campgrounds are not allowed to be a permanent residence. Camper may not claim the Campground as their permanent address, voting address or other place of residence

**2. Cost.** The Camper will Pay the Campground the following fees:

**a. Campsite Fee:** For the use of the Campsite during the Period a fee equal to the amount of your billing shall be due. The Fee shall be payable in full by May 15 of the current year. All fees are non-refundable.

**b. Deposit:** The amount of \$ \_\_\_\_\_.

**c. Late Payment Fee.** Any fees or charges which are not paid when due are subject to a \$50 late fee as provided in the Park Rules & Regulations.

#### The Park Rules & Regulations

**3. 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: The Steinke Resort Campground.

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 of the adult Campers of a fact or condition, except that Notice of Early Termination or Late Payment Fees shall be given in writing. If no adult Camper is present at the Unit, it is sufficient under this Agreement to place the Notice on the Unit. 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: Park Rules & Regulations 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. The Park Rules and Regulations may be amended annually.

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

**4. Campground's Obligations.** The Campground's goal is to see that all Campers and their Guests enjoy the recreational opportunities offered by the Campground. To do so, the Campground will provide its Campers and Guests with certain services and amenities and use its best efforts to assure that all Campers and Guests cooperate in maintenance of the Campground's desired ambience.

a. 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.

b. Campground Common Features and Attractions. The Campground will allow the Camper to use its common features and attractions, which are shared with all other Campers. Because of varying numbers of Campers, maintenance requirements and weather, there is no guaranty of availability of any common features or attractions.

c. Maintenance. The Campground will use its best efforts to clean, maintain and repair common areas, pathways, roads and facilities.

**5. Camper's Obligations.** General. Obligation. 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. The Camper shall be responsible for all lawn care and maintenance of all trees, shrubs, or plants on their Campsite. Trees may be trimmed but cannot be removed without campground permission.

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

a. The Camper will Pay all deposits, fees and charges when due.

b. The Camper will assure that all obligations of this Agreement are understood by all of the Campers and 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. It is recommended that the Camper maintain liability, fire, wind and other hazard insurance coverage on their personal property located on the Campsite. If Camper does not maintain insurance, they agree to be held financially liable for the costs of any damages and/or debris removal from their personal property.

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.

6. By signing this Agreement, the Camper acknowledges that the Camper has been given a copy of the park Rules & 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.

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

**8. 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.

**9. 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 attorney's fees and expenses incurred by the Campground.

**10. Renewal or Non-Renewal.** On or before October 15 of the current year, 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.

**11. 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 twenty-one (21) 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.

**12. Winter Storage.** The Campground may allow the Unit to remain on the premises of the Campground during the period between the end of the season for which this Agreement was executed and the commencement of an additional period. There is no fee for winter storage provided Camper renews agreement for the following year, otherwise the winter storage fee is \$300.00. Agreement to permit winter storage does not obligate the Campground to agree to permit the Camper to Occupy the Campsite in the ensuing camping season. 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.

**13. 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. The Campground will attempt, before removing the Unit, to notify the Camper and provide the Camper with twenty-one (21) days to remove the Unit. If the Campground removes a Unit, the unit will be disposed of at the current rate charged by the removal company with the removal costs being the responsibility of the camper.

**14. 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.

**15. 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.

**16. 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 park Rules & Regulations 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. This Agreement is controlled by Michigan law. All disputes involving the Agreement are to be resolved in the Courts for the County of St. Joseph, State of Michigan. Any discussions, questions or modifications of the terms and conditions of the Camper's admission to the Campground have been integrated into this Agreement.

**17.** We acknowledge that LONG LAKE CAMPGROUND, INC. has the absolute right to terminate this agreement and remove our property from the site if we breach any term of this agreement, including non-payment of the fees, violation of any of the rules & regulations, and any actions which are detrimental to the proper management and operation of the campground.

**18.** We understand and agree that, in consideration of our camping privileges, we hereby release the campground, management, and employees of all liability for the loss or damage to the property of ourselves, users of our site, and our guests and visitors, and for any injury to ourselves, users of our site, and our guests and visitors while on the campground premises; furthermore, we agree to indemnify and hold harmless the campground, management, and employees against claims resulting from the loss or damage to property or injury to the person of ourselves, users of our site, and our guests and visitors while on the campground premises, provided that the loss, damage or injury is not caused solely by the negligence or intentional acts of LONG LAKE CAMPGROUND, INC., management, and employees.

**19.** If the campground is required to start legal proceedings to enforce or recover from the breach of any term or condition of this seasonal agreement, we agree that we will be liable for all costs incurred by the campground including actual attorney fees.

**20.** We understand as a seasonal camper it is our responsibility to inform users of our site and our guests of the campground's policies, rules, and regulations, and that we will be held accountable and liable for any action arising from our camping party visitors.



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 for just cause.

Dated: \_\_\_\_\_

LONG LAKE CAMPGROUND, INC.

by: \_\_\_\_\_  
its

\_\_\_\_\_, Camper

\_\_\_\_\_, Camper

## CAMPER IDENTIFYING INFORMATION

NAMES AND ADDRESSES OF THE CAMPERS:

Adults:

\_\_\_\_\_

Address: \_\_\_\_\_ City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_

Minors [Specify how each is related to the Adults].

\_\_\_\_\_

\_\_\_\_\_ Contact Information:

Home Phone: \_\_\_\_\_

Cell Phones \_\_\_\_\_

Work Phone: \_\_\_\_\_ Person to Contact In Emergency:

\_\_\_\_\_

Name of Liability and Property Insurance Carrier: \_\_\_\_\_

## INFORMATION ABOUT THE UNIT

Manufacturer: \_\_\_\_\_ Year: \_\_\_\_\_

Model: \_\_\_\_\_

VIN / CHASSIS # \_\_\_\_\_