

Dells TimberLand Seasonal Agreement 2012

The undersigned (the Seasonal) and Dells TimberLand Camping Resort (Dells TimberLand) hereby agree as follows:

1. In consideration for fees paid, the Seasonal will be issued a camping permit at Dells TimberLand during the 2012 camping season. The Seasonal will have access to Dells TimberLand, its available facilities, and activities while open for the 2012 camping season, beginning April 15th 2012 and ending October 15th 2012, unless the Seasonal is not in good standing. The Seasonal understands and agrees that acts of nature, war, terrorism or civil unrest could cause some or all of Dells TimberLand and or its facilities to close. Availability of Dells TimberLand and use of its facilities is not guaranteed.
2. The Seasonal agrees and understands that this is not a lease but rather a permit to camp when the Campground is open during the 2012 camping season. The Seasonal understands and agrees that they cannot use or claim Dells TimberLand as a residence and that all facilities, land, and utilities are the sole property of Dells TimberLand. The Seasonal understands that they do not own in whole or part any share in Dells TimberLand.
3. The Seasonal acknowledges that they are receiving a significant reduction in fees as compared to nightly camping fees in exchange for committing to a 6 month period and agreeing to the terms of this agreement. The Seasonal further agrees that in the event that the Seasonal is not maintaining their responsibilities under this Agreement, they will be considered not in good standing and Dells TimberLand will have the option to terminate the Agreement and charge the nightly rate retroactively as of 4/15/2012.
4. The Seasonal agrees that any camping unit on the campsite will comply with any and all rules by regulating government agencies. It is also agreed and understood that no more than one main camping unit can occupy a campsite.
5. The Seasonal agrees to pay any and all liabilities that may be assessed by local, state and or federal regulating agencies as a result of their personal property located on Dells TimberLand property, as well as for any changes made to the assigned site that are outside the standard campsite. This is regardless of whether the personal property or change was previously or is presently located on the assigned site.
6. The Seasonal agrees that any changes to, or modifications of a campsite, must be approved in writing by Dells TimberLand. Furthermore, The Seasonal agrees that no personal property owned by the Seasonal has been, or will be, made permanent (as defined by state and or local government) to any campsite.
7. The Seasonal agrees to assume all liability, hold harmless, defend and indemnify Dells TimberLand for personal injury or damage claims that arise as a result of differences or changes made to the Seasonal's assigned campsite. Regardless if the change or difference was made by the Seasonal or by others who occupied the campsite before them. Only changes or differences made by Dells TimberLand are excluded. The Seasonal agrees that by accepting the assigned campsite they are accepting the liability for any and all changes outside the standard campsite. The standard campsite used to judge a change or difference in campsites is an average full hookup campsite that is used by overnight guests.
8. The Seasonal agrees that they will maintain the assigned site in good condition and that the site will be kept clean and free of debris. The landscaping and personal property located on the campsite will be maintained and in the event that the Seasonal fails to maintain the campsite. The Seasonal agrees that Dells TimberLand has the option of doing the maintenance on the campsite. The Seasonal also agrees that if Dells TimberLand exercises its right to do the maintenance on the site, the Seasonal will assume all liability for any and all damage or losses that may arise as a result, as well as pay Dells TimberLand the maintenance fee as defined in the fee schedule.

9. The Seasonal agrees to hold harmless, defend and indemnify Dells Timberland and its employees from any and all claims regarding the use of the Seasonals personal property located at Dells TimberLand. In addition the Seasonal agrees to maintain property and liability insurance all personal property located at Dells TimberLand, including golf carts and automobiles.
10. The Seasonal agrees to notify Dells TimberLand, in writing, of any unsafe conditions or hazards that they are aware of on or around the Seasonals assigned campsite.
11. The Seasonal acknowledges that they have received a Dells TimberLand Policy Book and that they will abide by all of the park rules and policies pertaining to them as defined by the Dells TimberLand Policy Book. The Seasonal further agrees and understands that from time to time Dells TimberLand may make changes to its policy and that Dells TimberLand will notify the Seasonal of these changes. The Seasonal agrees that it is their responsibility to maintain their copy of the policy book. The Seasonal agrees that Policy changes will become part of this Agreement within 30 days of notification of changes, unless the Seasonal refuses in writing to accept the policy changes. In the event that the Seasonal refuses to accept the changes to the policy, Dells TimberLand will have the option of terminating this Agreement.
12. The Seasonal agrees to, and assumes the sole responsibility of supervising and controlling their children, guests and pets to insure they also abide by the park rules and policies as set forth in the Dells TimberLand Policy Book. The Seasonal agrees that they will hold harmless, defend and indemnify Dells TimberLand and its employees, against all claims that are a result from violating park rules or policies.
13. Dells TimberLand may at Dells TimberLand's option give written notice of violations to park rules and or policies. In the event of continuing violations Dells TimberLand may at Dells TimberLand's option terminate this Agreement.
14. The Seasonal agrees to notify Dells TimberLand, electronically or in writing within 15 calendar days, of any changes in contact information for The Seasonal and or changes in ownership of any personal property located on Dells TimberLand property.
15. The Seasonal agrees to respond in a timely manner to communications sent to The Seasonal. The Seasonal further agrees that in the event that the Seasonal is delinquent in their payments for 90 or more days and has not replied to 3 or more communication attempts from Dells TimberLand, that Dells TimberLand may remove any and all of The Seasonals personal property from the campsite.
16. The Seasonal agrees to pay all applicable fees and charges incurred under the terms of this Agreement by cash or check. In the event that The Seasonal is delinquent in their payment to Dells TimberLand under this Agreement, or in payment of any other agreement, and/or obligation to Dells TimberLand, Dells TimberLand may at Dells TimberLand's option terminate this Agreement and remove The Seasonals personal property from the campsite.
17. In the event that it is necessary to remove The Seasonals personal property, regardless of the reason for removal from the campsite, The Seasonal agrees to be responsible for any and all expenses and or costs incurred by Dells TimberLand to remove and store the personal property, as well as for returning the campsite to a usable condition. This includes all personal property, structures, sheds, porches, fences, trailers and equipment owned by The Seasonal. The Seasonal also agrees to hold Dells TimberLand and it employees harmless for any and all damages that may have accidentally occurred to their personal property removed from the campsite.
18. In any action to enforce the terms of this Agreement which is brought by Dells TimberLand (including, without limitation, actions for payment of amounts due hereunder or for enforcement of policy and or the right of Dells TimberLand to control the use of the property), the Seasonal agrees to pay all of Dells TimberLand's costs, including reasonable attorney's fees and expenses.
19. The waiver by Dells TimberLand of any provision of this Agreement on any one occasion shall not be deemed to be a waiver of such provisions on any other occasion.

20. In the event this Agreement is terminated, the Seasonal will forfeit any and all payments made in accordance with this Agreement as well as any other payments made to Dells TimberLand.
21. This Seasonal acknowledges that this Agreement is not transferable and in the event that the Seasonal sells, transfers ownership, management or control of their personal property located at Dells TimberLand to a different party, the Seasonal understands and agrees that they are not relieved of their obligations under this Agreement, unless Dells TimberLand accepts a new Agreement with the new owner, manager, controller of the personal property.
22. This Agreement is subject to acceptance by Dells TimberLand and must be signed by the Seasonal and Dells TimberLand to be in full force.
23. The Seasonal agrees to the following fees schedule:

Storage Fees

Winter Storage Fee for Seasonals in good standing for the period beginning October 16th 2010 through April 14th 2012 is \$125.00 plus tax. $\$125.00 + \$6.88 = \$131.88$ Due by 10/15/11

Winter Storage Fee for all others for the same period is \$250.00 plus tax.

Off Site Storage Fee is \$5.00 plus tax, per night.

Campsite Fee

Campsite Fee for periodic camping (as defined in the Dells TimberLand Policy Book), paid in full prior to January 1st 2012 will be \$1300.00 plus tax.

Campsite Fee for periodic camping (as defined in the Dells TimberLand Policy Book), paid after January 1st 2012 will be \$1330.00 plus tax. Due by 4/15/12

The Campsite Fee for full time camping (occupancy from April 15th through October 15th), paid in full prior to January 1st 2012 will be \$1770.00 plus tax.

The Campsite Fee for full time camping (occupancy from April 15th through October 15th), paid after January 1st 2012 will be \$1830.00 plus tax. Due by 4/15/12

Registered Seasonal Fee

The Fee for each person registered to use the campsite, over the age of 6 on April 15th 2012 and registered prior to May 15th 2012 is \$45.00 plus tax. Due by 4/15/12

Any person registered after May 15th 2012 is \$55.00 plus tax.

The Registered Seasonal fee is not transferable, not refundable and no substitutions are allowed.

Seasonal Guest Fee

Seasonal Guest Fee is \$5.00 including tax, per day / night, per person when registered and paid on arrival. In the event that the Seasonal fails to register and pay on arrival for a guest, Dells TimberLand will bill the Seasonal at a rate of \$10.00 plus taxes, per day / night, per person.

Extra Camping Unit Fee

The Extra Camping Unit Fee is \$5.00 plus tax, per night when declared and paid prior to setup by the Seasonal. In the event that the Seasonal fails to declare and pay for the extra camping unit, Dells TimberLand will bill the Seasonal at a rate of \$30.00 plus tax, per night. The Fee will be charged for any additional camping unit in excess of 24 square feet on the

Seasonals assigned site. The charge will be assessed nightly for each night it is on the site, regardless if the tent is occupied or not.

Labor Fees

The Site Cleaning / Maintenance Fee is \$30.00 plus tax, per hour and rounded to the nearest half hour.

Balance Carrying Fee

A Balance Carrying Fee of \$15.00 or 1.5% per month (18% Annum) whichever is greater will be charged monthly on all past due balances.

Choose A. or B., and then initial

Initial

A. I will camp periodically, (occupancy no more than 3 weeks per month)

B. I will camp full time, (unrestricted occupancy April 15 through October 15)

Including yourself, list the people you want to be Registered Seasonals

Name and Birth date if under 18 yrs old

Name and Birth date if under 18 yrs old

1. _____

5. _____

2. _____

6. _____

3. _____

7. _____

4. _____

8. _____

I (the Seasonal) have read and agree to the terms and conditions of this Agreement.

Sign Name

Print Name

Date

Dells TimberLand Agreement accepted.

Dells Timberland Owner Signature

Date

100.00 Deposit