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**SEASONAL CAMPGROUND ADMISSION 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.**

1. **Camping Agreement.** When this Agreement is signed by the Campground and the Camper; and the required Deposit has been Paid, the Camper has the following contractual benefits:

- (a) admission to the Campground;
- (b) permission to place a Unit on the identified Campsite;
- (c) permission to Occupy the Campsite;

until the end of the Period stated in this Agreement, subject to all Conditions in this Agreement.

2. **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 throughout this Agreement.

3. **Not A Lease.** This Agreement is binding on both the Campground and the Camper. This Agreement is not a lease of real estate and does not convey any property right to the Camper. 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.

4. **Assigned Campsite.** The Camper is assigned the Campsite known as: \_\_\_\_\_.

30           5.     **Period Of Use.** The Period of this Contract starts on \_\_\_\_\_.  
31 The Camper may not Occupy the Campsite after the earliest of the following  
32 dates:

- 33 (a) six months from the first date of Occupancy; or
- 34 (b) \_\_\_\_\_ (date); or,
- 35 (c) an earlier date of Early Termination under the provisions of this Contract.

36           6.     **Not a Residence.** Under Colorado law, campgrounds may not be a  
37 permanent residence. Camper may not claim the Campground as their  
38 permanent address, voting address or other place of residence. A post office  
39 box is suggested should the Camper stay for a period of time, as they are not  
40 allowed to use the RV Park address.

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

42           (a) Campsite Fee: For the use of the Campsite during the Period, \$  
43 \_\_\_\_\_. The Fee shall be payable as follows:

44           Camper shall Pay \$ \_\_\_\_\_ on or before \_\_\_\_\_.

45           Camper shall Pay \$ \_\_\_\_\_ on or before \_\_\_\_\_.

46           Camper shall Pay \$ \_\_\_\_\_ on or before \_\_\_\_\_.

47           (b) All fees are non-refundable.

48           (c) Deposit: The amount of \$ \_\_\_\_\_ to assure payment of Campsite fees  
49 and charges, and repair of any damage caused to the Campsite or  
50 Campground. The Deposit will be refunded at the end of the Period if all  
51 charges have been paid and no damage is incurred.

52           (d) Electricity: The amenity fee for electricity to the Campsite.

53           (e) Late Payment Fee. Any fees or charges which are not paid when due  
54 are subject to a late payment fee, which shall be the greater of \$10 or five  
55 percent (5%) of the late payment. In addition to the late payment fee, the  
56 Campground will charge interest on unpaid fees in the amount of one and one-  
57 half percent (1.5%) per month for all fees not paid two weeks or more after due.

58           8.     **Definitions.** These are the Definitions of the following words as  
59 those words are used in this Agreement:

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

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

64           Camper Unit: The recreational vehicle placed on the Campsite.

65           Campground: The -\_\_\_\_\_ Campground.

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

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

70           Guest: A person other than a Camper who is authorized to Occupy a  
71 Campsite for the time permitted under this Agreement.

72           Notice: To inform a Camper or guest of a fact or condition related to this  
73 Agreement. Notice is given under this Agreement by informing any of the adult  
74 Campers of a fact or condition, except that Notice of Early Termination or Late  
75 Payment Fees shall be given in writing. If no adult Camper is present at the  
76 Unit, it is sufficient under this Agreement to place the Notice on the Unit.  
77 Notice to the Campground must be given to the Campground manager.

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

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

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

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

91 9. **Campground's Obligations.** The Campground's goal is to see  
 92 that all Campers and their Guests enjoy their stay. To do so, the Campground  
 93 will provide its Campers and Guests with certain services and amenities, and  
 94 use its best efforts to assure that all Campers and Guests cooperate in  
 95 maintenance of the Campground's desired ambience. Campground makes no  
 96 representations, warranties or guarantees other than those stated in this  
 97 Agreement.

98 (a) Campsite. The Campground will allow the Camper the quiet and  
 99 unimpeded use of a Campsite for all lawful purposes consistent with the  
 100 Campground's Rules.

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

106 (c) Services. The Campground provides the following services:

Service	Camper Pays	Included
Electricity		
Water supply		
Direct sewer connection		
Lawn mowing and ground maintenance		

107

108 (d) Maintenance. The Campground will use its best efforts clean,  
 109 maintain and repair common areas, pathways, roads and facilities.

110           **10. Camper's Obligations.**   General Obligation. The Camper will use  
111 the Campsite in a manner which is safe, orderly, lawful, sanitary, clean and  
112 respectful of the rights of other Campers, protective of the Campground's  
113 property and respectful of other Campers and Guests.

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

- 116           (a) The Camper will Pay all deposits, fees and charges when due.
- 117           (b) The Camper will assure that all obligations of this Agreement are  
118 understood by all of the Campers and Guests Occupying the Unit,  
119 including children. The adult Campers will monitor and supervise all  
120 minor Campers to assure that the minors abide by the requirements  
121 of this Agreement.
- 122           (c) The Camper shall maintain liability, fire, wind and other hazard  
123 insurance coverage on their personal property located on the  
124 Campsite. The insurance policy must provide coverage of the  
125 Camper's acts or omissions related to the Campground and Campsite.  
126 Camper must have liability insurance on all motor vehicles operated  
127 on the Campground, including golf carts and other vehicles which are  
128 not licensed for use on public roads. The Camper shall provide a copy  
129 of the policies' Declarations pages to the Campground.
- 130           (d) The Camper shall maintain the Camper Unit according to the  
131 manufacturer's recommendations. Camper understands that only  
132 RVIA-Approved Recreation Vehicles, which have been approved by the  
133 Campground and are less than 15 years old, may be placed on the  
134 Campsite for short-term stay, and less than 10 years for longer term  
135 stay.
- 136           (e) The Camper and Guests shall abide by all directions of Campground  
137 staff, obey all signs and signals on the Campground.
- 138           (f) The Camper and Guests shall not enter closed areas or other  
139 Campsites without permission.
- 140           (g) The Camper will not have Guests without giving the Campground  
141 notice. Guests may not Occupy a Unit more than two weeks in a

142 Period unless the Agreement is amended to include them. The  
143 Campground may impose a daily charge for each Guest.

144 (h) By signing this Agreement, the Camper acknowledges that the  
145 Camper has been given a copy of the Campground Rules. Camper  
146 agrees that the Campground may revise the Campground Rules at  
147 any time without notice. The Camper also agrees that the Camper has  
148 had the opportunity to inspect the Campsite and accepts it in its  
149 current condition as suitable for the Camper's Unit and intended use  
150 without modification. The information provided by the Camper is  
151 correct.

152 (i) The Camper agrees to abide by and follow all applicable state laws,  
153 Campground rules and ordinances.

154 (j) The Camper agrees not to install any porches, awnings, patios, gravel,  
155 or any other modification of the Campsite without prior written  
156 permission of the Campground. Any government permits or fees,  
157 compliance with all requirements and liability for any penalties shall  
158 be the responsibility of the Camper.

159 (k) Any personal property taxes levied on the Unit and other Camper  
160 property are the responsibility of the Camper and not the  
161 Campground. Camper shall provide the Campground with evidence of  
162 payment of any such personal property taxes.

163 **11. Limitations On Campground Liability.** The Campground desires  
164 to provide Campers with an enjoyable camping experience. However, camping  
165 takes place in an outdoor recreational setting. There are aspects of any  
166 recreational experience that cannot entirely be controlled or made free of risk.  
167 The Campground is not liable for weather conditions, natural events, damages  
168 caused by wrongful conduct or carelessness of others. By signing this  
169 Agreement, the Camper acknowledges that by participating in recreational  
170 activities, the Camper accepts the risks which are inherent in the recreational  
171 activity. The Camper is advised that Colorado law (Section 895.525, Co. Stats.)  
172 limits the liability of the Campground and imposes duties on the Camper to  
173 take precautions for their own safety while engaged in recreational activities.  
174 The Camper and not the Campground is responsible for supervision and  
175 control of all Campers and Guests.

176           **12. Reimbursement of Campground for Losses Caused by Camper.**

177 In the event that any action or omission of the Camper or Guests or the  
178 Camper cause the Campground to pay damages to any other person or party,  
179 the Camper shall reimburse the Campground for those damages, as well as the  
180 attorney's fees and expenses incurred by the Campground.

181           **13. Renewal or Non-Renewal.** Not less than 90 days before this

182 Agreement expires, the Camper shall notify the Campground in writing if the  
183 Camper intends to renew this Agreement for the next camping year. If the  
184 Camper does not notify the Campground of intent to renew, the Campsite may  
185 be assigned to another Camper. Upon renewal, the Camper shall sign a  
186 renewal form and place a deposit for the next year.

187           **14. Termination Of Agreement.** (a) On Expiration: This Agreement

188 terminates on the expiration date. (b) Non-Payment. If a Camper fails to pay  
189 any Cost provided for in section 7 of this Agreement, the Campground may  
190 terminate this Agreement. The Campground shall provide the Camper with  
191 written notice by regular mail to the address provided in this Agreement for  
192 notice.

193           (c) Early termination: The Campground may determine, for any reason  
194 in the Campground's sole discretion, that it is necessary for the Camper to  
195 leave the premises of the Campground prior to the scheduled end of the Period.  
196 In such an event, the Campground will direct the Camper to leave the Unit and  
197 the Campground. The Camper will be given one (1) day to cease to Occupy the  
198 Unit and Campground, and five (5) days to remove the Unit from the  
199 Campground. In the event of a disturbance of the peace and order of the  
200 Campground, the Campground reserves the right to require the Camper to  
201 leave immediately. If the Agreement is terminated early, Camper has no right  
202 to a refund.

203           (d) Removal. Upon Termination of the Agreement, under this section,  
204 the Camper will remove the Unit from the Campground, quietly and peacefully.  
205 The Camper is responsible for removing the unit with appropriate care for the  
206 Campsite and other Campers to restore the Campsite to its original condition.

207           (e) If a Unit is not removed as required by this Agreement, the Camper  
208 agrees that the Unit has been abandoned and is an abandoned vehicle under  
209 section 342.40 of the Wisconsin Statutes.

210           **15. Removal Of Units.** If a Camper fails to remove a Unit as required  
211 by this Agreement, the Camper acknowledges that the Campground has the  
212 right to remove the Unit. The Campground will attempt, before removing the  
213 Unit, to notify the Camper and provide the Camper with five (5) days to remove  
214 the Unit. If the Campground removes the Unit, it will place the Unit in storage,  
215 but is not responsible for the condition of the Unit. The Camper acknowledges  
216 that the Campground is not responsible for damage to the Unit or its contents  
217 caused by its removal from the Campsite. The Camper shall pay the  
218 Campground's expenses to remove the Unit, plus a flat fee of \$150 and  
219 monthly storage costs of \$ \_\_\_\_.

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

224           **17. No Transfers or Assignments of Agreement.** This Agreement is  
225 solely between the named Camper and the Campground. The Camper may not  
226 transfer this Agreement to any other person or persons, or assign the Camper's  
227 obligations to any other person. The sale or repossession of a Unit shall result  
228 in Early Termination, and removal of the Unit unless the Campground agrees,  
229 in its sole discretion, to enter into a new agreement with a new owner.

230           **18. General Terms and Conditions.** The Campground may not be  
231 deemed to have waived any requirement of this Agreement by failing to enforce  
232 terms of the Agreement. This Agreement, together with the Rules adopted by  
233 the Campground, are the entire contract between the Campground and the  
234 Camper. The Camper agrees that no representations made to the Camper are  
235 binding unless those representations are included in this Agreement. No oral  
236 modifications of this Agreement are enforceable. If any provision in this  
237 Agreement is invalidated by any law or court order, the remaining portion of  
238 the Agreement shall continue to apply. This Agreement is controlled by  
239 Wisconsin law. All disputes involving the Agreement are to be resolved in the  
240 Circuit Court for the County in which the Campground is located. Any  
241 discussions, questions or modifications of the terms and conditions of the  
242 Camper's admission to the Campground have been integrated into this  
243 Agreement.

244           **19. Notices.** For all purposes, notice shall be deemed provided to the  
245 parties by giving a written notice to the parties as follows:



246

247 To the Camper: In person at the Unit or by regular US Mail to:

248 Name: \_\_\_\_\_ Address \_\_\_\_\_

249 City: \_\_\_\_\_ State: \_\_\_\_\_ Zip Code \_\_\_\_\_

250 To the Campground: In person or by regular US Mail to:

251 \_\_\_\_\_

252

253 22. **Signatures.** The persons signing below as the Campers agree to  
254 the conditions and provisions of this Agreement, and agree to comply with  
255 them. We further agree that we will inform our minor children and guests of  
256 the requirements of this Agreement, and be responsible for their behavior and  
257 demeanor at the Campground.

258 The undersigned Campers understand that our admission to the  
259 Campground may be terminated by the Campground, at any time in the sole  
260 discretion of the Campground.

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

262 FOR THE CAMPERS:

263 \_\_\_\_\_

264 FOR THE CAMPGROUND:

265

266 \_\_\_\_\_

267 CAMPER IDENTIFYING INFORMATION

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268 NAMES AND ADDRESSES OF THE CAMPERS:

269 Adults:

270 \_\_\_\_\_

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

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

273 \_\_\_\_\_

274 \_\_\_\_\_

275 Contact Information:

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

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

278 Work Phone: \_\_\_\_\_

279 Person to Contact In Emergency:

280 \_\_\_\_\_ Phone: \_\_\_\_\_

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

282 Policy # \_\_\_\_\_

283 INFORMATION ABOUT THE UNIT

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

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

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

287 Lien holder (if any) \_\_\_\_\_

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