Silver Sage Guest Ranch Campground

15381 410th. Ave. Clitherall, Mn 56524

joan@silversagemn.com

Business Office: 218-864-8007

Cell: 651-707-5792(Joan) Cell: 218-343-1415(Mike)

Seasonal Campground Admission Agreement

This agreement is Between Silver Sage Guest Ranch Campground and the following persons:

(Unit is defined as up to two adults and their unmarried, under 21 yrs. old, dependent children.)

Adults; \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Adults: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Minor: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_Minor: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Minor: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_Minor: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

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 owners and the Camper: and the required Deposit has been Paid, the Camper shall have the following contractual benefits:

1. Admission to the campground and use of the Campsite and the common areas of the campground subject to the campground rules and on the same terms as others Campers;
2. Permission to place a Unit on the identified Campsite;
3. Permission to occupy the Campsite until the end of the Period stated in this Agreement, subject to all conditions in this agreement.

Defined Terms. Agreement is a contract which 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.

**Assigned Campsite**. The camper is assigned the Campsite Known as: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**Period of Use**. The period of this Contract starts on: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_. The camper may not Occupy the Campsite before this period. Camper may stay till end of agreed period of: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_.

Water will be turned on and off according to the discretion of the owners. Weather will be determining factor for this.

**Camper** is defined as up to two adults and their unmarried, under 21 years old, dependent children.

**Unit is defined as a RVIA approved recreational vehicle** including a travel trailer, camper, or fifth wheel. All camping units 10 yrs. or older must be pre-approved by resort owner, prior to moving onto campsite. Camper has the opportunity to inspect said campsite, prior to moving onto said campsite. A current registration/license is required.

**Terms of agreement**- May 15th-Oct 1st, WATER WILL BE TURNED ON AND OFF ACCORDING TO THE DISCRETION OF THE OWNERS

NOW THEREFORE, the parties hereto freely and voluntarily enter into the following agreement: Camper shall pay a seasonal fee in the Sum of$\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_. Plus, sales tax $\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_for the total of $\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_. Said seasonal fee is due and payable in full upon execution of this agreement.

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**At Camper’s election**, this fee may be paid as follows:

The Camper agrees to pay a nonrefundable Security deposit of $500.00 by November 1st, \_\_\_\_\_\_\_\_\_\_\_\_\_\_to secure your site. If camper elects to make payments, they are due as follows:

Jan, \_\_\_\_\_\_\_\_\_\_\_\_

Feb, \_\_\_\_\_\_\_\_\_\_\_\_

March, \_\_\_\_\_\_\_\_\_

Entire payment is due April 1st, 20\_\_\_\_\_\_\_\_

A late fee may apply. If paid in full, the year before, Nov, you will receive a $50.00 gift certificate to use at the ranch.

Credit Card payments will be assessed an additional Credit card Fees; Usually 3.5%

Any Relocation of your site for \_\_\_\_\_\_\_\_\_\_year. Is subject to a relocation charge of $200.00.

Any camper choosing to move out before end of the agreement, no refund will be given.

Agreement can be terminated without refund for violations of rules, such as but not limited to non-payment, fighting & disorderly conduct. Trailer will have to be removed from the campground within 7 days, or fee will apply each day it remains after the 7 days, at $10.00 per day.

**Electricity**: An additional meter deposit for each site of $100.00 is required for (New seasonals) which will be refunded upon the camper’s departure, minus monies owed. All bills must be paid by the due date of each month.

Each camper is to be plugged into its own electric box. Electric meter will be read on the first of each month. All bills must be paid by the due date mentioned on said invoices. Campground owners may disconnect the utilities to the campsite, in the event of non-payment. No Generators of any kind are allowed.

**Minnesota State Law** prohibits the dumping of any sewage tanks or grey water anywhere on the grounds except at the designated dump station or sewer hookup provided. Sewer connections are to be fitted tightly, to avoid leakage onto ground.

**Guests:** The Camper is responsible for the conduct of their day guest, or night guest, and shall be personally liable for any personal injuries or property damages arising from the actions of such guest. A guest is someone defined as visiting while you are here. Any guest of the camper must register at office or with camp host. If guest has not made arrangements before entering campground, they will ask to leave.

Guest must park only in Visitor parking area. They can not park in seasonal camping site, or seasonal parking area.

**Camper’s responsibilities**: 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 Leaf Mountain Township. State of Mn, the United States and any authorized agency of said governmental bodies.

Trailer, deck and or shed must be at least five feet from lot lines. Lot lines are determined by resort. Camper shall not use said campsite for any illegal activity, or activity which would injure the reputation or the business of resort. Camper shall not keep waste upon said campsite. Lawn furniture or portable cooking grill, table, may be left outside on said campsite. Campsite boundaries shall be maintained. Storage unit must be within 4feet height, 6 feet width. Fire rings will not be provided, Fire rings must be moveable to avoid smoke or heat damages to camper or other camper’s property.

**Camper** 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 and other persons to occupy the same. Any attempt to assign or rent the same without prior written consent of campground shall cause this agreement to be deemed null, void and of no further effect immediately. Acceptance of payment of seasonal fee, in whole or in part, from and 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 rental.

Camper shall maintain public liability, fire, wind and other hazard insurance upon their personal property situated upon said campsite and for their acts or omission occurring while occupying said campsite in the amounts acceptable to resort, Camper shall provide evidence to resort of said insurance being if full force and effect.

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**Camper’s Obligations:**

1. The camper will pay all deposits, fees and charges when due.
2. The camper will assure that all obligations of this Agreement are understood by all of the campers and guest occupying the unit, including children. The adult campers will monitor and supervise all minor campers to assure that the minors abide by the requirements of this agreement.
3. The camper shall maintain liability, fire wind and other hazard insurance coverage on their unit and personal property located on the campsite. The insurance policy must provide coverage of the camper’s accts or omissions related to the Campground and campsite. Campers must have liability insurance on all motor vehicles operated on the campground, including any handicap approved vehicle. Camper shall provide a copy of this to the campground owners.
4. Campers understand that only RVIA-Approved recreation Vehicles, which have been approved by the campground and are less that 10 years old, may be placed on the campsite.
5. Campers and guest will abide by all the direction of Campground Staff and signs of the campground.
6. Camper will not have Guest without giving the Campground notice and obtaining approval. Guest may not occupy a unit more than one week. There is daily charge to each Guest.
7. By signing this agreement, the camper acknowledges that the camper has been given a copy of the campground rules. Campers agree that the campground may revise the campground rules at any given time with out notice. The camper also agrees that the camper has had the opportunity to inspect the campsite and accepts it in its current conditions suitable for the Camper’s unit and intended use without modification. The camper agrees to abide by and follow all applicable state laws, campground rules and ordinances.
8. The camper agrees not to install or replace and porches, carpeting, awnings, patios, gravel or any object (other than lawn furniture) at the campsite without prior approval of the campground.

**Limitations on the Campground liability**:

The Campground desires to provide Campers with an enjoyable camping experience. However, 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 recreational activity.

**Reimbursement to Campground for losses caused by camper**:

**Camper and their Guest shall reimburse the campground for any damages, as well as any attorney’s fees and expenses incurred by the campground**.

**Notice of Renewal or Non-Renewal:**

Not less than 30 days before this Agreement expires, the Camper shall notify the campground in writing if the camper intends to renew this Agreement for the nest 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 and place a deposit for the next year.

**Expiration of Agreement:**

1. This agreement terminates on the Expiration date at 4pm.
2. Non-payment, the campground may terminate this agreement
3. Early Termination, Camper is given 5 days to remove the unit from the campground. Camper has no right to refund.

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**Winter Storage**: The campground may allow the unit to remain on the campsite during the winter period between the end of season for which this agreement was executed and the commencement of the next season. The fee for the winter shall be $0. 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 ensuring camping season. This means if you are not paid for the next year the camping unit must leave by Oct 15thst. Campers must remember to properly winterize their camper by Oct 1st, if remaining on the campsite. **During winter storage, no one may Occupy a unit or a campsite except as permitted by the campground.**

**Removal of unit:** At the termination of the agreement, the camper will remove the unit and all other personal property of the camper from the campground, quietly and peacefully. The camper is responsible for removing the unit with appropriate care for the campsite and other campers, and to restore the campsite to its original condition.

**Removal of abandoned unit**. The camper is liable for the Campground’s expenses to remove and dispose of the unit, plus a flat fee of $250.00 and storage cost of $10.00/day. If the campground sells unit, that had been abandoned. The Campground may pay any net proceeds to the camper at the discretion of the campground.

**No Transfer or Assignments of agreements**: 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 obligation to any other person. The sale or repossession of a unit shall result is 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. No oral modifications of this agreement are enforceable.

**Sales on Site**; If camper elects to sell on site camper’s unit and associated personal property, camper must notify Campground prior to commencing any sale activities. Upon sale of unit property, there shall be no refunds of any unused portion of the seasonal fee. Any unpaid portion of the seasonal fee shall be due immediately if full. Personal property sales can be waived upon written consent from the owners.

**Storage Shed:** At camper’s own expense, may construct only one storage shed upon said campsite. Size to be no taller than 4 feet by 6 wide. No trap covered sheds are allowed. Camper must submit to campground owners plans for storage sheds.

No fence is to be constructed around campsite area. Dog containment fence is allowed with in the guidelines of other campsite boundary lines.

**Fire Rings and Picnic tables**: These are not furnished by the campground. Fire rings must be moveable.

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**Signatures**. The person signing below 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 guest of the requirements of this agreement, and be responsible for their behavior and demeanor at the campground. The undersigned 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.**

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

**For the Campers (All Adults and a legal parent with legal custody of all minors must sign)**

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**For The Campground:** Micheal & Joan Otto (Owners) Contacts for agreement questions.

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Names And Addresses of The Campers:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

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Contact Information:

Home Phone #\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_Cell Phone\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

E-Mail: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Emergency Contact\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Name of Liability and Property Ins. Carrier\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

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

Information About the Unit

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

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Vin / Chassis # \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Title: State: \_\_\_\_\_\_\_\_\_\_\_\_\_\_ Lic # \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Title #\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Lien Holder: (if any) \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Disabled Registration ID. #\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_Golf cart/ Proof of Ins.\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Driver’s License Information: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_