

Deer Ridge Campground Seasonal Agreement and Liability Waiver 2023

The undersigned (the Seasonal) and Avenir Inc, DBA Deer Ridge Campground hereby agree as follows;

1. In consideration for fees paid, the Seasonal will be provided a campsite for the 2023 camping season. The Seasonal in good standing will have access to Deer Ridge Campground, its available facilities and activities while open for the 2022 camping season, beginning April 1, 2023 and ending October 31, 2023. The Seasonal understands and agrees that acts of nature, war, terrorism or civil unrest could cause some or all of Deer Ridge Campground and/or its facilities too close. Availability of Deer Ridge Campground 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 2023 camping season. The Seasonal understands and agrees that they can not use or claim Deer Ridge Campground as a residence and that all facilities, land, utilities are the sole property of Deer Ridge Campground. The Seasonal understands that they do not own in part or whole any share in Deer Ridge Campground.
3. The Seasonal agrees to the following fees schedule:

Campsite Fees

- Fee pays for the parking of one camping unit, occupied by 3 adults and up to four of their minor children (under 18 years of age), on an basic site, which consists of a graveled RV parking space, power, water, and sewer hookup.
 - Paid in full before March 15, 2023 will be \$1300.00 plus tax, and monthly electric.
 - Paid in full after March 15, 2023 will be \$1350.00 plus tax, and monthly electric.
- Effective for the 2023 Season, any site that has concrete poured, that was not paid for by the current resident, will incur additional fees. The fee for concrete will \$75.00 for a pad under the RV and \$25.00 for any patio/deck pad.
 - Any new resident to Deer Ridge, and any current resident that moves to a new site that includes concrete, will incur these additional fees effective for the 2023 Season.
 - Any current resident, that resides on a site that includes concrete, which they did not pay for, will not be assessed any additional fees until the 2024 season if they remain on that site for the 2023 Season. If any current resident resides on a site that includes both RV and Patio concrete, the \$75 fee will be assessed 2024 and the \$25 fee will be assessed 2025.
 - Any resident that resides on a pad that they paid for will not be assessed any fees beyond the basic Seasonal Fee.
- Each daily guest must be registered with Deer Ridge Campground. Overnight guests, may at the discretion of Deer Ridge Campground, incur a \$5 fee each.

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Winter Storage & 2023 Deposit

- Seasonal's whose accounts are in good standing at the end of the season and who have placed a deposit and signed this agreement for the 2023 season, may leave their RV's on their site throughout the winter.
- A deposit of \$50 for prior year Seasonal Campers, or \$100 for new campers, along with this signed agreement, reserves a site for the 2023 season.
- Should a customer who has paid a deposit decide they do not want to complete the purchase of a seasonal site for 2023, they will notify Deer Ridge Campground in writing before February 15, 2023. If they have left their RV parked for the winter on Deer Ridge Campground, they will remove it before March 1, 2023. Failure to comply with either of these requirements will result in the individual being charged a monthly camping fee of \$350 to cover winter storage and the inability of Deer Ridge Campground to advertise or release the site to another camper due to reservation by the seasonal deposit holder.

4. The Seasonal acknowledges that they are receiving a significant reduction in fees as compared to nightly camping fees in exchange for committing to the terms of this Agreement. Should the Seasonal terminate this agreement before the end of the Deer Ridge season, the only refund they are entitled to is the remaining balance of the Seasonal fee after subtracting the monthly camping fee, multiplied by the number of months the campsite was occupied. Currently (\$350 x (# of months)-\$1300). The Seasonal further agrees that in the event that the Seasonal is not maintaining their obligations as defined in this agreement, they will be considered not in good standing and Deer Ridge Campground will have the option to restrict access, discontinue services and/or terminate the Agreement and charge the nightly rate.

5. The Seasonal agrees that any changes too, or modifications of, a campsite, must be approved in writing by Deer Ridge Campground. Furthermore, the Seasonal agrees that no personal property owned by the Seasonal has been, or will be, made permanent to any campsite.

6. The Seasonal agrees to assume all liability, hold harmless, defend and indemnify Deer Ridge Campground 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 made by Deer Ridge Campground are excluded. The Seasonal agrees that by occupying the 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.

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7. The Seasonal agrees that they will maintain the assigned campsite in good condition and that the campsite will be kept trimmed, 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 Deer Ridge Campground has the option of doing the maintenance on the campsite. The Seasonal also agrees that if Deer Ridge Campground exercises its' right to do the maintenance on the, the Seasonal will assume all liability for any and all damage or losses that may arise as a result.

- Deer Ridge will mow all sites that are accessible on the 61" Zero Turn Mower, at least every two weeks, weather permitting. They will also apply weed killer under the units on all sites at least once during the season.

8. The Seasonal agrees to hold harmless, defend and indemnify Deer Ridge Campground from any and all claims regarding the use of the Seasonal personal property located at Deer Ridge Campground. In addition, the Seasonal agrees to maintain property and liability insurance on all personal property located at Deer Ridge Campground, including golf carts, ATV/UTV, and automobiles.

9. The Seasonal agrees to notify Deer Ridge Campground, electronically or in writing, of any unsafe conditions or hazards that they are aware of on or around the Seasonal's assigned campsite.

10. The Seasonal acknowledges they have received and read the Deer Ridge Campground Policies (Addendum A) and that they will abide by all the of the park rules and policies pertaining to them as defined by the Deer Ridge Campground Policies. The Seasonal further agrees that on occasion Deer Ridge Campground may make changes to its' policies and that Deer Ridge Campground will notify the Seasonal of these changes. The Seasonal agrees that they will hold harmless, defend and indemnify Deer Ridge Campground against all claims that are a result from violations of park rules and or policies.

11. 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 Deer Ridge Campground Policies and on rule signs throughout the campground.

12. The Seasonal agrees to provide a valid email address for billing and communication from Deer Ridge Campground. The Seasonal further agrees to notify Deer Ridge Campground, electronically or writing within 15 calendar days, of any changes in email address, physical address information, or changes in the ownership of their personal property located on Deer Ridge Campground property.

13. 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 60 or more days and/or has not replied to 3 or more communication attempts from Deer Ridge Campground, that Deer Ridge Campground may terminate this agreement, remove any and all of the Seasonal's personal property from the campsite and consider it abandoned.

14. In the event that this agreement is terminated, the Seasonal agrees to remove all personal property from the campground within 72 hours of termination. The Seasonal further agrees that any personal property remaining on Deer Ridge Campground property after 72 hours is considered abandoned and subject to removal from the campsite by Deer Ridge Campground.

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15. In the event it is necessary to remove the Seasonal's personal property, the Seasonal agrees to be responsible for any and all expenses and/or costs incurred by Deer Ridge Campground to remove and store the personal property, as well as for returning the campsite to a usable condition and storage fees. The Seasonal also agrees to hold Deer Ridge Campground and its' employees harmless for any and all damages that may have occurred to their personal property removed from the campsite.
16. In any action to enforce the terms of this Agreement which is brought by Deer Ridge Campground (including without limitation, actions for payment of amounts due hereunder for enforcement of policy and or the right of Deer Ridge Campground to control the use of the property), the Seasonal agrees to pay all of Deer Ridge Campground's costs, including reasonable attorney's fees and expenses.
17. The waiver by Deer Ridge Campground of any provision of this Agreement on any one occasion shall not be deemed to be a waiver of such provision on any other occasion.
18. This Seasonal acknowledges that this Agreement is not transferable and should the Seasonal sell, transfer ownership, management or control of their personal property, located at Deer Ridge Campground to a different party, the Seasonal understands and agrees that they are not relieved of their obligations under the Agreement, unless Deer Ridge Campground accepts a new Agreement with the new owner, manager, controller of the personal property.
19. The Seasonal understands and agrees that if they place their camping unit up for sale, all debts owed to Deer Ridge Campground become due immediately regardless of any other previous terms or due dates agreed to. Additionally, the Seasonal will be considered on a cash only basis and may be required to maintain a credit balance to cover ongoing fees such as electric.
20. Deer Ridge prepares a list of campers and their hometowns, by site, that is distributed on the campground. Please annotate below how you would like your name(s) and hometown to appear.

Name(s)

Hometown

21. This Agreement is subject to acceptance by Deer Ridge Campground and must be signed by the Seasonal and Deer Ridge Campground to be in full force.

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

Sign Name

Deer Ridge Campground Owner Signature

Date