

DUFOURS CAMPGROUND TERMS AND CONDITIONS

All Dufours campground seasonal sites are annual leases with a camping season approximately from April 15th through October 15th each year. This is approximate and contingent on weather. Water may not perfectly align to these dates.

Landlord: Dufours Campground LLC
PO Box 335
Webster, WI 54893
Info@dufourencampground.com

Tenant: All Campers Must Provide Current Camper Information
First Name, Last Name
Address
Email
Phone

1. **Rules.** Rules can be found at <https://www.dufourencampground.com/rates-rules>. Landlord reserves the right to make such reasonable rules governing Dufours Campground as Landlord deems necessary. Tenant agrees to observe and comply with all rules. Violations of the rules shall be deemed a breach of this Agreement. Landlord reserves the right to update rules as needed with appropriate communication to campers. All campers who are found to be out of compliance with rules are subject to a warning and fines per Landlord.

2. **Term.** The term of this Agreement runs from April 15 through October 15 of each calendar year. Deposits paid no later than October 1st permit tenant to store personal property on the seasonal site from October 15th through April 15th. The term of this Agreement shall automatically be extended, upon the same terms and conditions, on a year-to-year basis when seasonal fees and deposits are paid in full.

3. **Seasonal Deposit.** Tenant shall promptly deposit with Landlord a nonrefundable security deposit of \$500.00 due no later than October 1st of each year to secure a seasonal site for the following camping season.

4. **Rent.** Tenant shall pay in full to Landlord the seasonal rate less any deposit on an annual basis in advance no later than May 1st each year, Rent shall be paid to Landlord at the address designated by Landlord. If Tenant fails to pay rent or any other charges due under this Lease when the same is due, the unpaid amount shall, at Landlord's option and without waiving any other right of Landlord, be subject to a late fee of 10% of the annual rent amount.

5. **Surrender of Leased Premises.** At the expiration or any termination of this Lease, Tenant shall surrender the Leased Premises to Landlord in a clean and neat appearance and in the same condition as at the commencement of the term.

6. **Use.** Tenant shall use the premises solely for seasonal camping purposes, except with Landlord's prior approval. No use shall be permitted, or acts done, which will cause a

cancellation of any insurance policy covering the Leased Premises. Tenant shall not engage in any commercial business operation on the Leased Premises.

- Campers are liable for all personal property and should carry their own insurance policies.
- Quiet time is from 10:30 p.m. - 7:00 a.m.
- Parents must watch their children with appropriate supervision. No Lifeguard on duty on premise.
- Fire rings are not to be moved. Please keep all fires contained.
- Outside wood is allowed with permission from the owners and in compliance with state and local law.
- Fireworks are not allowed on the campground and anyone caught is subject to immediate termination of their seasonal campsite without refund.
- Speed in the campground shall not exceed 10 mph for the safety of children and all campers.
- Please use the fishing cleaning house to clean fish and appropriately dispose of the remains.
- ATVs or UTVs are allowed in campground to access county trails. Speed limit of 10 mph must be followed. Failure to abide may be subject to fines per the discretion of the campground owners.
- ATVs or UTVs are allowed to go from point A to point B on designated trails/roads. Speed limit of 10 mph, notice trespassing of any kind is not permitted.
- Golf carts are allowed but drivers must be 14 years of age or older and must honor our 10 mph speed limit, all state laws must be followed.
- Please respect all campers as you want to be treated.
- All new seasonal campsites must have a camper that is no more than 10 years old. Exceptions may be approved case by case.
- If you have a work request for trees, maintenance, or other please fill out the work order form online, owners will determine if and when the request is acted upon.
- An emergency phone is available in the campground office.
- Seasonal campers must help owners log the major coming and going of seasonal campers via online form.
- All change in property and site occupancy are subject to the approval of owners. Owners must be informed and talk to any new camper prior to them being allowed to take over from previous tenant.
- Pets are allowed but must be on a leash at ALL times and should not be left alone. Any disturbance and failure to clean up after a pet may terminate your ability to keep your pet on site.
- Large parties, loud music, severe intoxication, illegal substances, and any substantial disturbance are not welcome at Dufours Campground. Failure to abide by these will result in the termination of your stay.
- Docks are available, please contact Dufours owners for details. Temporary Boats/Trailer storage is acceptable over the weekend while in use. Long term storage must not be kept on your site. Please help us keep the campground clutter free as best we can.
- Second campers on sites. Any guest overnight campers and tents must be approved by owners and neighbors and will be charged \$20 per night payable to Dufours Campground. Beginning in 2021 fixed secondary campers must be approved and will be subject to an increased fee.
- When you have a problem, address it directly with the owners. Don't talk about it, gossip about it, or assume you have facts.
- As of October 1, 2020 all new sheds must be manufactured and painted in a neutral color. Sheds must be approved by owners.
- Campers and or visitors of seasonal campers caught trespassing, vandalizing, or stealing in any capacity on or off of Dufours property is subject to immediate termination of their seasonal site without refund.
- Any camper or guest of a camper misusing the pool or other facilities is subject to immediate termination of their seasonal site without refund.

9. **Utilities.** Tenant shall be responsible and pay for connecting and/or disconnecting all utilities from their camper to the utility connection points provided by Landlord, including the costs of any parts needed for the connections. All utility connections shall be done in accordance with all applicable codes and industry standards. Tenant shall maintain an adequate amount of protection in cold weather to prevent damage to the water supply lines and any valves metering equipment that it may contain. Tenant shall be responsible for any damage resulting from Tenant's failure to maintain a reasonable amount of protection.

Northwestern Wisconsin Electric Company
104 South Pine St, PO Box 9, Grantsburg, WI 54840
715-463-5371
1-800-261-1200

10. **Disposition of Personal Property Left by Tenant.** Tenant is responsible for all personal property stored on the seasonal campsite and or property of Dufours Campground. The landlord cannot be held liable for any personal property damaged, stolen, and or abandoned. Any personal property left behind without agreed upon terms and or paid deposits will be presumed as abandoned and will be disposed of in a manner deemed appropriate by Landlord. Tenant relinquishes all rights to the property or proceeds Landlord may obtain from selling the property.

11. **Sale of Camper.** If Tenant elects to sell Tenant's camper that is located on the Leased Premises, Tenant must first notify Landlord, and receive permission from Landlord, prior to commencing any sale activities. Tenant may not put up a "for sale" sign on Tenant's Leased Premises without Landlord's consent. Landlord will not refund any portion of the annual rent upon sale of Tenant's camper; however, if the new buyer submits an application to Landlord and the buyer is accepted as a new tenant, the remainder of the Lease Term may be completed by the buyer. You own your camper and personal property, not your site. Landlord is under no obligation to approve any buyer of your camper to continue to rent the Leased Premises.

12. **Maintenance.** Tenant shall at all times during the term of this Lease keep the Leased Premises and other improvements on the Leased Premises in good condition and repair. Without limiting the generality of the foregoing, Tenant shall keep their camper leveled and all exterior surfaces well maintained. Tenant must keep grass and weeds mowed and trimmed at all times. Any broken windows shall be immediately repaired. Tenant shall keep their camper and the Leased Premises in clean and tenantable condition and shall not permit any garbage, rubbish, refuse or dirt of any kind to accumulate in or about the Leased Premises. Failure to comply with maintenance obligations may result in Landlord assessing fines.

13. **Removal of Trees/Branches.** No Tenant may cut any trees or branches on or off your Leased Premises without the permission of Landlord. Please make Landlord aware of any dead limbs and/or trees that may harm you. Landlord does not intend to remove any living trees that do not present any known danger to Tenant or Tenant's property.

14. **Visitors/Guests.** The Leased Premises shall be used only for the placement of a camper and no more than one shed for Tenant and Tenant's immediate family. Any person other

than as registered as part of the seasonal site shall be considered a guest and is subject to guest fees for overnight stays.

15. **Common Areas.** Landlord may at any time upon posting at least 24 hours in advance, if practicable, close any of the private streets and walkways within Dufours Campground to make repairs or changes to prevent the acquisition of public rights in such area, to discourage non-resident parking, or for any other reason. Tenant acknowledges that the areas and facilities of Dufours Campground which are available from time to time for the common use of all of the tenants are being made available on a gratuitous basis and are not part of the Leased Premises hereunder and the right to use such areas and facilities may be discontinued at any time by Landlord at Landlord's sole discretion.

16. **No Liability of Landlord.** Landlord shall not be liable for the injury, loss or damage to any person(s) or property of tenant or of others by interruptions of electrical service, by theft or otherwise, or by trees, bushes, or other growing vegetation. Landlord shall not be liable for any damage caused by or arising as a result of acts or omissions by other occupants, other than landlord, of adjacent camper sites, seasonal sites or property, or the public, or caused by operation and construction of any private, public, or quasi-public work. Landlord also assumes no responsibility for injury, loss or damage to person(s) or property which results from severe weather, fires, floods, or any other acts of God during the term of this agreement.

17. **Insurance.** Tenant shall at all times during the term of this Agreement, at Tenant's expense, keep in full force and effect a policy of public liability and property damage insurance with respect to their camper and personal property situated on the Leased Premises and for their acts or omissions occurring while occupying the Leased Premises in amounts acceptable to Landlord.

20. **Indemnification.** Tenant agrees to indemnify Landlord and to save Landlord harmless from and against any and all claims, losses, actions, damages, liabilities and expenses in connection with loss of life, personal injury and/or damage to property arising from or out of any occurrence in, upon or at Tenant's Leased Premises or anywhere on Landlord's property as a result of any intentional or negligent act of Tenant, Tenant's guests or invitees. In case Landlord shall, without fault on its part, be made a party to any litigation commenced by or against Tenant, then Tenant shall protect and hold Landlord harmless and shall pay all costs, expenses and reasonable attorneys' fees incurred or paid by Landlord in connection with such claim or litigation.

21. **Assignment and Subletting.** Tenant shall not sublease all or any portion of the Leased Premises, except with advanced written permission and consent of Landlord. Any such assignment, transfer or subletting of the seasonal campsite by Tenant pursuant to this Agreement, even with the approval of Landlord, shall not relieve Tenant from its primary liability under this Agreement.

22. **Default.** In the event of any failure of Tenant to pay the rent due hereunder within five (5) days after the same is due and payable, or any failure to commence and diligently pursue the performance of any of the other terms, covenants and conditions of this Agreement to

be observed and performed by Tenant for more than fifteen (15) days after written notice of such default, or if Tenant removes a substantial portion of his/her personal property from the Leased Premises, or if Tenant shall abandon the Leased Premises, then Landlord, at its option, may terminate this Agreement without further notice to Tenant and upon such termination Tenant shall quit and surrender the Leased Premises to Landlord, but such termination shall not affect Landlord's right to recover damages or exercise any other right hereinafter provided. In the event of a termination of this Agreement, Landlord shall forthwith be entitled to recover from Tenant, as liquidated damages, the amount by which the sum of (a) rent and additional rent payable for the remainder of the term of this Agreement; and (b) all expenses of Landlord incurred in recovering possession of the premises and reletting the same including cost of repair and renovating the premises, court costs and reasonable attorneys' fees.

23. **Immediate Termination.** Landlord is entitled to terminate this Agreement, without notice, upon Landlord being notified of or witnessing any criminal activity being engaged in by Tenant or Tenant's family, guests or invitees on the Leased Premises or the grounds of Dufours Campground.

24. **Notices.** All Notices hereunder shall be in writing and may be served via regular U.S. Mail, email, fax or hand delivery. Notices shall be delivered to the address provided on the first page of this Agreement, or may be hand delivered to Tenant at Tenant's Leased Premises. Notices given by mail in accordance with these provisions shall be deemed served and received when mailed. Either party may, from time to time, change such address by notifying the other party at least ten (10) days prior to the effective date of such change.

25. **Governing law and Venue.** This Agreement, and the rights and obligations of the parties hereto, shall be governed by and construed in accordance with the laws and decisions of the State of Wisconsin. The exclusive forum for any lawsuit or legal action arising in whole or in part of this Lease shall be in the Circuit Court of Burnett County, Wisconsin.

26. **Entire Agreement.** This Agreement, including any signed amendments thereto, set forth all the covenants, promises, agreements, conditions and understandings between lessor and lessee concerning the seasonal campsite and there are not covenants, promises, agreements, conditions, or understandings, either oral or written, between them other than are herein set forth. No alteration, amendment, change or addition to this Agreement shall be binding upon Landlord and Tenant unless reduced to writing and signed by each party.

27. **Waiver.** The failure of Landlord to insist on a strict performance of any of the terms and conditions hereof shall be deemed a waiver of the rights or remedies that Landlord may have regarding that specific instance only, and shall not be deemed a waiver of any subsequent breach or default in any terms and conditions.

28. **Partial Invalidity.** If any provision of this Agreement or application thereof to any person or circumstance shall to any event be invalid, the remainder of the Agreement or the application of such provision to persons or circumstances other than those as to which it is held invalid shall not be affected thereby and each provision of this Agreement shall be valid and enforced to the fullest extent permitted by law.

29. **Authorization and Agreement.** All campers who pay annual deposit and seasonal fees affirm their compliance to all terms and conditions as stated above.