

Wild Wings Campground & Marina

8781 W. State Rt. 2, Oak Harbor, OH 43449

phone: 419-898-3454

2021 SEASONAL DOCK & CAMPSITE TERM OF AGREEMENT

Important Notices:

- Please confirm the information on the invoice, note any changes below, then please print, sign, date and keep a copy.
- ★ If you have questions please email those to Laura Anderson, General Manager, at wildwings.laura@gmail.com
Please try not call, the office is lightly staffed and cannot handle numerous phone calls/questions: Email is better, thanks.
- ★ Due to COVID-19, Wild Wings will NOT accept any cash payments or walk-in payments for Seasonal Contracts.
Please mail signed contract to the above address, or put in the Red Box, with your check/money order to Wild Wings, Inc.
- To receive the check pricing option on the agreement a check or money order must be sent with your completed contract.
- Credit and debit card transactions will be charged approximately 3% more than the check price. We will follow-up by phone for credit and debit card transactions. We encourage you to send a check or money order.

TERMS OF AGREEMENT

1. Term of this Contract runs from April 1 to November 1.
2. Wild Wings, Inc. ("Wild Wings") reserves the right to rent any site or dock not under contract by November 1 for the following season. All campsite and dock leases not paid in full by March 1 will be considered void. If a lease is voided for non-payment in full by the aforementioned date, and former lessee had contracted with Wild Wings to store his/her camper and/or boat on Wild Wings property over the winter months - November 2 to March 31- must have his/her camper and/or boat removed from Wild Wings property by March 31.
3. Lessee is responsible for maintaining insurance for his/her boat and/or camper.
4. Dock and/or Campsite Lessee must either: pay-in-full for 2021 season by November 1, 2020 or participate in the three-part payment plan presented in Rules & Regulations. A late fee of \$100.00 will be charged each time a payment date is missed.
5. A \$50.00 fee will be charged monthly on all delinquent utility accounts. If Lessee is more than 30-days delinquent on utility bill, management will have utility service disconnected, until Lessee has paid delinquent bill, and a \$50.00 reconnection fee.
6. Wild Wings reserves the right to move property of Lessees with delinquent Wild Wings lease accounts off site at Lessees' expense.
7. Wild Wings assumes no liability for any damage claimed by Lessees in connection with Wild Wings moving trailers, boats or campers of Lessees who are in violation of this Contract.
8. Wild Wings reserves the right, in its sole discretion, to assign an alternative campsite or dock location as maintenance or development necessitates.
9. Any violation of the Rules and Regulations will be cause for cancellation of Lessee's Agreement without refund and removal Lessee's personal property.
10. Any modification, amendment, or failure to enforce any of the Rules and Regulations by Wild Wings management, representatives, agents, employees and servants, shall not be deemed to be a waiver of the requirement of compliance with same by Lessee, Lessee's children and/or guests
11. Indemnification: By entering onto property owned and controlled by Wild Wings, Lessee agrees to indemnify, defend, and hold harmless Wild Wings from, against and in respect of (i) any and all causes of actions, suits, claims, demands, judgments, proceedings, and investigation, of any kind whatsoever arising out of, by reason of, as a result of, or in connection with the presence of Lessee's guest(s) on Wild Wings property; and (ii) any and all liabilities, damages, losses, costs, expenses (including attorney fees and the expenses and disbursements of legal counsel), assessments, financial penalties, and amounts paid in compromise of settlement, suffered, incurred, or sustained by Wild Wings as a result of, by reason of, or in connection with the actions of Lessee's guests.
12. Release of Liability: Lessee, for him/herself, and for any children and/or guests, agrees as follows: Lessee and guests enter Wild Wings property at their own risk, and specifically accept the property in its then-existing condition, on behalf of Lessee and anyone entitled to act on Lessee's behalf HOLD HARMLESS, WAIVE, AND RELEASE Wild Wings, its owners, officers, agents, employees, contractors, organizers, representatives, successors and assigns, affiliated or subsidiary companies, and their respective officers, directors, agents, contractors, employees, heirs, successors and assigns, from all liabilities, costs, expenses, claims, and damages for which Wild Wings might otherwise become liable by reason of any accidents, or injuries to, or death of any persons, including guests, or damage to personal property, or both, in any manner arising or resulting from, caused by, connected with, or related to the presence of any such person or property upon Wild Wings property, regardless of how, where, or when such injury, death, or damage occurs, even if caused by the negligence of other guests, or weather, acts of God, fire, flood, theft, vandalism, or relocation, or Wild Wings, or due to conditions or defects on Wild Wings property, or from the property of other Lessees or guests.
13. Payment is deemed earned in full when payment is made, or by March 1st when full payment must be received for Seasonal Contracts. No refunds will be granted, not even in the event of a natural disaster, pandemic, or act of God affecting the usability of the campground or marina, subject to very limited cases at management's discretion.
14. Entirety of Agreement: This Agreement, along with the incorporated Rules and Regulations, contains the entire Agreement between the parties. There are no oral waivers, alterations, or additions to this Agreement. This Agreement may only be amended in writing and signed by Lessee and Wild Wings.