

Wild Wings Campground & Marina

2023 SEASONAL CAMPSITE & DOCK TERMS OF AGREEMENT

TERMS OF AGREEMENT

1. Terms 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, 2022. ALL CAMPSITE AND DOCK LEASES NOT PAID IN FULL BY MARCH 1 WILL BE CONSIDERED VOID AND NO MONIES WILL BE REFUNDED.**
3. Lessee is required to maintain insurance for his/her boat and/or camper.
4. Campsite and/or Dock Lessee must either: pay-in-full for 2023 season by November 1, 2022, 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 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 of Lessee's personal property.
10. Any modification, amendment, or failure to enforce any of the Rules and Regulations by Wild Wings management, representatives, and employees, 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.