Liberty Township Sportsman's Association, Inc. 1140 Marsh Creek Road Howard, PA 16841

Yearly Seasonal Camp Site Agreement

Mailing Address:

Liberty Township Sportsmen's Association, Inc.

P.O. Box 488

Blanchard, PA 16826

YEARLY SEASONAL CAMP SITE AGREEMENT

(Owner) And (Agreement Holder)_____ Home Address: Telephone: **EFFECTIVE DATE AND DURATION** The agreement commences on ______, 20___ and terminates on December 31, 20XX. Seasonal camping season is from April 1st to October 31st. **DESCRIPTION OF SITE** This campsite is known as lot # ______. Owner makes no expressed warranties regarding the size, shape, or dimensions of the campsite. One steel fire ring is provided for each site. This campsite is for recreational use only. **Emergency Contacts:** Name: _______ Telephone:

Agreement made between Liberty Township Sportsmen's Association, Inc.

CONSIDERATION

- 1. Agreement Holder agrees to pay total consideration for the agreement of <u>Nine Hundred</u> <u>Fifty Dollars (\$950.00)</u> for the seasonal camping season of <u>2023.</u>
- 2. Agreement Holder agrees to pay fee in four payments.

a. January 1st. or upon signing of agreement in the amount of: \$237.50.

b. Second payment on or before April 1st. in the amount of: \$237.50.

c. Third payment on or before July 1st. in the amount of: \$237.50.

d. Fourth payment on or before October 1st. in the amount of: \$237.50.

3. Agreement Holder agrees to pay \$75.00 late charge for all payments overdue by 30 calendar days.

WAIVER OF LIABILITY

Agreement Holder agrees there are risks and dangers associated with the recreational use of this property. The Agreement Holder agrees to release, discharge hold harmless the Owner, his agents, or other related individuals from any and all claims, demand action, cause of actions, or lawsuits of any nature arising out of any occurrence on the premises, using any of the roads leading into or out of the premises, or any water injuries. Agreement Holder understanding this is a complete full release of any, and all legal suits against Owner. In the event of a damage award on favor of the Agreement Holder, the Agreement Holder agrees to limit damages to \$50.00. Agreement Holder agrees to comply with all Liberty Townships Sportsmen's Associations By-Laws, Campground Rules, State of Pennsylvania, and Federal laws.

If Agreement Holder fails to return campsite to Owner in usable condition upon departure, a fee will be assessed to clear campsite.

| Owner Representative Signature: | - | |
|---------------------------------|--------------|------|
| Date: | | |
| Agreement Holder Signature: | | |
| Date: | | |

| have | received a copy of the campground rules with this Agreement. |
|--------|--|
| Agreer | ment Holder Initials: |
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| | |
| | TERMS AND CONDITIONS OF LEASE |
| | |
| 1. | The word Owner in this agreement refers to Liberty Township Sportsmen's Association. |
| | |
| 2. | The word Agreement Holder in this agreement refers to the person signing to campsite |
| | number at the Liberty Township Sportsmen's Association campground. |
| | |
| 3. | The Agreement Holder in this agreement warrants that he/she has title/registration of camper and has provided proof of such ownership, and insurance. Agreement is void if |
| | Agreement Holder does not have proof of ownership of camper. |
| | |
| 4. | The Agreement Holder is not permitted to be an incorporated entity or a private |
| | business. If a corporation misrepresents themselves to secure an agreement, the monies paid will not be refunded and the corporation will be barred from the Owners |
| | property. |
| | |
| 5. | Agreement Holder is notified that to hold an agreement, agreement holder needs to be |
| | twenty-one years of age. |
| 6 | The terms and conditions of this agreement shall in no way be changed or altered, |
| 0. | except in writing and signed by all parties hereto. |
| | |
| 7. | Owner reserves the right to revoke agreement for violation of camping rules, club |
| | bylaws, state, or federal laws. |
| _ | (=) |
| 8. | Agreement Holder has seven (7) calendar days to remove personal property from Owner property if agreement is not renewed or revoked. |

- 9. Owner is not responsible for insuring Agreement Holder's property from damaged cause by rain, snow, winds, windfall damage, storm damage, flooding, other natural disaster, theft, fire, destruction by others, or public unrest.
- 10. The failure of either party to insist upon strict performance of any of the provisions to this agreement shall not be constructed as a waiver of any subsequent default of the same or similar nature.
- 11. The terms, provisions and conditions of this agreement shall be binding between Owner and camp site Agreement Holder only.
- 12. Without such Judgment for the amount due according to the terms of this agreement to appear for and to confess Judgment in an amicable action of ejectment against the said Agreement Holder, and in favor of the said Owner for the premises herein described, without stay of execution or appeal, or writ of error, or objection or exception, and to direct the issuance of a writ of possession in the form and manner directed in the Pennsylvania Rules of Civil Procedure, including maximum percentage to pay Attorney's Commission or fees, waving all irregularities, without notice and without asking Leave of Court.
- 13. If any term, condition, clause, or provision of this Agreement shall be determined or declared to be void or valid in law or otherwise, then only that term, condition, clause, or provision shall be stricken from this Agreement and in all other respects, this Agreement shall be valid and continue in full force and effect and operation.
- 14. Agreement Holders are required to purchase one club membership at signing of lease, if not already member. Membership cost is **§ 25.00** per membership. Family members and guest are required to purchase club memberships to use clay sporting fields, rifle range, pistol range, pond, and archery range.
- 15. Agreement Holders are notified that campground bathroom/shower room will be closed as determined by Owner.
- 16. Agreement Holder is notified, electrical is charged to the Agreement Holder separately from this agreement, and must be paid in full to secure campsite.

- 17. Agreement Holder is notified that after 90 days of non-payment of electric bill, their location is revoked.
- 18. Agreement Holder is notified, to secure current campsite over winter, agreement will need to be signed for the following camping season.
- 19. Agreement is not transferable from person to person, or site to site.
- 20. In case of passing of Agreement Holder, agreement can be assumed by immediate family member (Example: Wife, Son, and Daughter)
- 21. Payments can be mailed to owner at: Liberty Twps. Sportsmen Assoc.

PO Box 488

Blanchard, PA 16826

Paid at: club office by appointment