

**VIKING VALLEY ASSOCIATION  
CAMPGROUND LICENSE AGREEMENT**

Agreement made, effective as of **November 1, 2007** by and between Viking Valley Association, a not for profit corporation duly organized and existing under the laws of the State of Missouri, with its principal place of business located at 144 E. Main, City of Gallatin, County of Daviess, State of Missouri 64640, herein referred to as "Licensor", and \_\_\_\_\_, of \_\_\_\_\_, City of \_\_\_\_\_, State of \_\_\_\_\_, herein referred to as "Licensee".

**The parties agree as follows:**

**SECTION ONE: GRANT OF PERMISSION**

In consideration of Licensee's promises contained in the Agreement, Licensor gives permission, which is revocable and terminable as provided below, to Licensee to enter on the real property of Licensor described below for the purpose of using it for camping, parking of recreational vehicle or camper or other temporary living quarters, all on the terms and conditions set forth in this Agreement, all of which Licensee promises to comply and abide with. **The term of this license shall commence \_\_\_\_\_ and end on such other dates as specifically agreed to in writing by the parties. The parties may, by their mutual agreement, extend the term of this Agreement from year to year for one year extensions.**

**SECTION TWO: DESCRIPTION OF PROPERTY**

The real property of Licensor that Licensee is permitted to enter pursuant to this Agreement is located in the County of Daviess, State of Missouri, and more particularly described as follow: **CAMPGROUND \_\_\_\_\_ SPACE \_\_\_\_\_.**

**SECTION THREE: LICENSE FEE**

In consideration of the permission granted herein, Licensee shall pay to Licensor, **Three Hundred Dollars (\$300.00)**, ("the Fee"), such amount to be deemed to be fully earned and non-refundable upon payment thereof. In the event this Agreement is extended, then the Licensor reserves the right to increase or decrease the Fee. Fees will be billed from time to time by the Licensor and included upon such bills will be the due date and the default date. Failure by Licensee to pay fees and related costs and charges by the default date shall be deemed to be a default hereunder and, in addition to any and all other implications of such default, shall subject this Agreement to termination.

**SECTION FOUR: NO BUILDINGS OR STRUCTURES**

Licensee shall not erect any permanent buildings or other structures on the above-described property, or erect, or having erected or installed, permit to remain on the above-described property any temporary structures, fixtures, shelters, attachments or other things attached to or being on such property and placed thereon by licensee or the guests, invitees, or licensees of licensee, that a representative of Licensor shall direct Licensee to remove. RV Ports are approved for campsites: 1) RV Port must be kept on individual's campsite, 2) RV Ports must be white in color, 3) Not to exceed 20 ft wide, length can not exceed 2 ½ ft over hang on each end of the camper unit, 4) All 4 sides of RV Port must be left open, no enclosure, 5) Contact with dig rite prior to installation, 6) Must be installed with mobile home anchors, by professional installer, 7) Must contact campground manager or lake manger, prior to installation, with intention of size, location and installer, 8) if campground contract is broken due to delinquent fees or any breach of this contract the RV Port becomes property of the Viking Valley Association, 9) Viking Valley Association **WILL NOT** be responsible for any damages to or created by RV ports. In the event an RV Port is damaged or destroyed in any way, it is the sole responsibility of the property owner for any said damage.

**SECTION FIVE: PROTECTION OF TIMBER AND MOWING**

Licensee shall not cut, mutilate or injure, or permit any of licensee's guests, invitees, or licensees to cut, mutilate, or injure any growing trees or shrubbery on the above-described property of Licensor.. Grass and weeds must be kept trimmed and manicured at a reasonable length at all times. This will be monitored weekly by the Lake Manager and / or Campground Manager. The Association will mow and trim at their discretion and bill the property owner \$50 per mowing. **"NO EXCEPTIONS"** will be made after you have been billed. The Campground Committee shall report to the Lake Manager anyone who does not comply with these mowing regulations. The Association has the right to mow the campground space and bill the property owner accordingly.

**SECTION SIX: NO COMMERCIAL USE OR NUISANCE**

A Licensee shall not use the above-described property for commercial purposes, and shall not perform or permit any of Licensee's guests, invitees, or Licensees to perform any disorderly conduct or commit any nuisance on such property or to use such property in any way so as to interfere with the enjoyment of surrounding property and/or amenities by third parties and other licensees.

**SECTION SEVEN: FIRE PROTECTION; SANITATION**

Licensee shall comply with all rules and regulations, whether federal, state, county, or municipal, or arising out of the property owners' declaration, affecting or relating to the occupancy and use of the above-described property, and shall take all reasonable precautions to prevent or suppress fires and excessive noise on such property, and, so far as may be required, shall maintain at Licensee's sole expense suitable and adequate sanitary facilities acceptable to Licensor.

**SECTION EIGHT: PRIVILEGE NOT ASSIGNABLE**

Licensee's privileges under this Agreement shall not be assignable by Licensee in whole or in part.

**SECTION NINE: TERMINATION**

Licensor may, at its election, terminate this Agreement immediately without notice at any time if Licensee shall fail to comply with or abide by each and all of the provisions of this Agreement, specifically including the payment of all fees, charges, interest, enforcement and collection costs, including attorneys' fees, or to keep all and singular Licensee's promises contained in this Agreement.

**SECTION TEN: REMOVAL OF PROPERTY**

On revocation, surrender, or other termination of the permission granted by this Agreement, Licensee shall quietly and peaceably surrender the above-described property in as good condition as such property was at the time of Licensee's entry on such property under this Agreement and shall remove all vehicles, fixtures, equipment, and other things placed by Licensee on such property, and if Licensee shall fail to do so, Licensor shall have the right to make such removal at Licensee's expense, the amount of which expense Licensee shall pay to Licensor on demand, and, if Licensor shall so elect, it shall have the right to take possession of and appropriate to itself without payment therefore any property of Licensee, or anyone claiming under Licensee, then remaining on the above-described property.

**SECTION ELEVEN: JOINT LICENSEES**

In the event Licensee is two or more persons, than the obligations of Licensee shall be their joint and several obligations, and notice given to one of them shall be deemed notice to both or all.

**SECTION TWELVE: ENFORCEMENT**

In the event that Licensee fails to fully and successfully discharge its obligations hereunder, including Licensees obligations to terminate occupancy and remove any and all fixtures, equipment, vehicles, gear and other things upon termination of this license (irrespective of the cause or reason for such termination), then all costs of enforcement of this license, including collection of amounts due by Licensee shall be borne by and chargeable to Licensee, including reasonable attorneys' fees. All sums due by Licensee shall bear interest at the rate of One Percent (1%) per month. Upon Licensee's failure to vacate the above-described property and/or failure to remove any and all fixtures, equipment, vehicles, gear and other things, then Licensor shall be entitled to a daily rental rate of the fair daily rental value of the above-described property (which in no event will be less than Fifteen and No/100 Dollars (\$15.00) per day from the Licensee until the foregoing has been revoked and the property fully vacated.

**SECTION THIRTEEN: LIEN**

Licensee, either individually or with others, is owner of LOT # which is located within the Valkyrie Valley Subdivision located in Daviess County, Missouri (herein "Licensee's Property") and in the event any amount, fees, interest, penalties or costs become due and payable by Licensee to Licensor hereunder then, in addition to any and all other remedies which may be available to Licensor, such amount shall become a lien upon Licensee's Property and in order to evidence this lien, the officers of Licensor may file a certificate of such lien in the Daviess County, Missouri Recorder's office. In the event such a certificate is filed, then, in addition to all other amounts, an administrative fee of Two Hundred Fifty and No/100 (\$250.00) shall be due from Licensee.

**SECTION FOURTEEN: INDEMNIFICATION**

Licensee shall exercise the privilege granted in this Agreement at its own risk, and agrees that Licensee shall never claim any damages against Licensor for any injuries or damages suffered on account of the exercise of such privilege, regardless of the fault or negligence of Licensor, and Licensee shall indemnify Licensor against all liability for damages and expenses resulting from, arising out of, or in any way connected with, the exercise of the privilege by Licensee, and Licensee's assignees, permittees, or other persons entering the above-described property at the invitation of Licensee. This release and agreement of indemnity shall extend to both personal and bodily injury and loss or damage to property; further, such release and agreement of indemnity extends to and includes the above described property.

**SECTION FIFTEEN: ENTIRE AGREEMENT**

This Agreement is binding upon, inures to the benefit of and is enforceable by the parties hereto and their respective heirs, personal representatives, successors and permitted assigns. Neither this Agreement nor any right or interest herein may be assigned by Licensee without the prior written consent of Licensor. This Agreement has been negotiated, executed, accepted and entered into in the State of Missouri and shall be enforced, interpreted and governed by the laws of the State of Missouri. If any provisions of this Agreement or any application thereof is invalid, illegal or unenforceable in any respect, the validity, legality and enforceability of the remaining provisions of this Agreement or any other application thereof shall not be affected or impaired thereby. The application of any provisions of this Agreement may be waived by the party or parties entitled to the benefit thereof; provided no delay or failure on the part of any party hereto in exercising any right hereunder and no partial or single exercise thereof, shall constitute a waiver of any right hereunder. Paragraph headings herein have no legal significance. When the context hereof requires, the use of any gender includes all genders, and the singular includes the plural, and vice versa. This Agreement shall supersede all prior understandings or agreements, oral or written, among all or any of such parties pertaining to the subject matter hereof. This Agreement shall not be amended except by a written agreement signed by all of the parties hereto. In the event identical but separate copies hereto are signed by one or more, but not all, of the parties, then all such copies shall be deemed to be originals and when one or more are signed by all parties, then they shall constitute one agreement. All parties signing in a representative capacity warrant that they have all requisite corporate or partnership authority to enter into this Agreement and consummate the transaction herein contemplated. No inference in favor of or against any party shall be drawn from such party having been the party to drafting any portion hereof. Any notice may be personally delivered, delivered by certified U.S. Mail with postage prepaid or by telefax (with hard copy following) at the location or fax number provided nest to the party's name above. Notice by telefax shall be deemed received on the date of the telefax receipt and notice by certified mail on the third business day after mailing.

IN WITNESS WHEREOF, the parities hereto affix their seals and signatures to be in effect on the above given dates.

**"LICENSOR"**

**"LICENSEE"**

**VIKING VALLEY ASSOCIATION**

**Signed**

**Print**

By \_\_\_\_\_  
Duly Authorized Agent

**Signed**

**Print**