

VVA
CAMPGROUND LEASE AGREEMENT

Agreement made, effective as of _____ (enter today's date) by and between Viking Valley Association (VVA), 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 "Lessor/VVA" and _____, herein referred to as "Lessee/Renter".

The parties agree as follows:

SECTION 1: GRANT OF PERMISSION

In consideration of Renter's promises contained in the Agreement, VVA gives permission, which is revocable and terminable as provided below, to Renter to enter on the real property of VVA 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 Renter promises to comply and abide with. **The term of this lease is 12 months that shall commence on March 1, _____(enter year) & end on the last day of Feb. of the following year (12 months).**

SECTION 2: DESCRIPTION OF PROPERTY

The real property of VVA that Renter is permitted to enter pursuant to this Agreement is located in the County of Daviess, State of Missouri, and more particularly described as follows: **CAMPGROUND CAMPSITE # _____.**

SECTION 3: LEASE FEE (Note: If this is a 2nd spot, add the additional fee, as per Handbook.)

_____ 50Amp full @ \$554.	_____ 30Amp full @ \$539.
_____ 50Amp reg @ \$480.	_____ 30Amp reg @ \$465.

In consideration of the permission granted herein, Renter shall pay to VVA, **the above-circled amount** ("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 VVA reserves the right to increase or decrease the Fee. Fees will be billed from time to time by VVA and included upon such bills will be the due date and the default date. Failure by the Renter 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 4: NO BUILDINGS OR STRUCTURES

Renter 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 Renter or guests, invitees or licensees of Renter, that a representative of VVA shall direct Renter to remove.

RV Ports require approval by the Managing Director. 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 2½ ft overhang on each end of the camper unit, 4) All 4 sides of RV Port must be left open, no enclosure, 5) Contact 1-800-DIG-RITE prior to installation, 6) Must be installed with mobile home anchors, by professional installer, 7) Must contact the Managing Director 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 damage 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 RV Port owner for any said damage.

SECTION 5: PROTECTION OF TIMBER AND MOWING

Renter shall not cut, mutilate, or injure, or permit any of Renter's guests, invitees, or licensees to cut, mutilate, or injure any growing trees or shrubbery on the above-described property of VVA. Grass and weeds must be kept always trimmed and manicured at 6 inches or below. This will be monitored by the Campground Committee. 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 Managing Director anyone who does not comply with these mowing regulations. The Association has the right to mow the campsite and bill the property owner accordingly.

SECTION 6: NO COMMERCIAL USE OR NUISANCE

Renter shall not use the above-described property for commercial purposes, and shall not perform or permit any of Renter'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 Renters.

SECTION 7: FIRE PROTECTION; SANITATION

Renter shall comply with all rules and regulations, whether federal, state, county, or municipal, or arising out of the property owner's 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 Renter's sole expense suitable and adequate sanitary facilities acceptable to VVA.

SECTION 8: PRIVILEGE NOT ASSIGNABLE

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

SECTION 9: TERMINATION

VVA may, at its election, terminate this Agreement immediately without notice at any time if Renter 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 Renter's promises contained in this Agreement.

SECTION 10: REMOVAL OF PROPERTY

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

SECTION 11: JOINT LICENSEES

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

SECTION 12: ENFORCEMENT

In the event that Renter fails to fully and successfully discharge its obligations hereunder, including Renter's obligations to terminate occupancy and remove any and all fixtures, equipment, vehicles, gear and other things upon termination of this lease (irrespective of the cause or reason for such termination), then all costs of enforcement of this lease, including collection of amounts due by Renter shall be borne by and chargeable to Renter, including reasonable attorneys' fees. All sums due by Renter shall bear interest at the rate of One Percent (1%) per month. Upon Renter's failure to vacate the above-described property and/or failure to remove any and all fixtures, equipment, vehicles, gear and other things, then VVA 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 Renter, until the foregoing has been revoked and the property fully vacated.

SECTION 13: LIEN

Renter, either individually or with others, is owner of LOT # _____, which is located within the Valkyrie Valley Subdivision located in Daviess County, Missouri (herein "Renter's Property") and in the event any amount, fees, interest, penalties or costs become due and payable by Renter to VVA hereunder then, in addition to any and all other remedies which may be available to VVA, such amount shall become a lien upon Renter's Property and in order to evidence this lien, the officers of VVA 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 Renter.

SECTION 14: INDEMNIFICATION

Renter shall exercise the privilege granted in this Agreement at its own risk, and agrees that Renter shall never claim any damages against VVA for any injuries or damages suffered on account of the exercise of such privilege, regardless of the fault or negligence of VVA, and Renter shall indemnify VVA against all liability for damages and expenses resulting from, arising out of, or in any way connected with, the exercise of the privilege by Renter, and Renter's assignees, permittees, or other persons entering the above-described property at the invitation of Renter. 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 15: 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 Renter without the prior written consent of VVA. 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, e-mailed, or mailed to the party's name above.

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

"LESSOR (VVA)"

"LESSEE (RENTER)"

VIKING VALLEY ASSOCIATION

Signed

Print

by _____
Campground Manager

Signed

Print