

VVA
2023 CAMPGROUND USER 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 "Owner" and _____, of primary residential address: _____, City of _____, State of _____, herein referred to as "User".

The parties agree as follows:

SECTION 1: GRANT OF PERMISSION

In consideration of User's promises contained in this Agreement, Owner gives permission, which is revocable and terminable as provided below, to User to enter on the real property of VVA described below for the purpose of using it for camping, parking of recreational vehicle or camper, all on the terms and conditions set forth in this Agreement, all of which User promises to comply and abide with. **The term of this Agreement is 12 months that shall commence on January 1, 2023, and end on the last day of December of the following year (12 months).** In accordance with the VVA Handbook on the Camping Season: The Campgrounds are open the first day of March and close the last day in October.

SECTION 2: DESCRIPTION OF PROPERTY

The real property of Owner that User 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: USER FEE for the year 2023

___ 50//30 Amp with sewer @ \$1200. ___ 50//30 Amp without sewer @ \$1100.
Additional camp spots are charged at the current rate.

___ Part Time ___ Full Time (\$65 per month additional)

In consideration of the permission granted herein, User shall pay to Owner, **the above-marked amount** ("the Fee") such amount to be deemed to be fully earned and non-refundable upon payment thereof. Fees will be billed from time to time by Owner and included upon such bills will be the due date and the default date. User's failure 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

User 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 User or guests, invitees or licensees of User, that a representative of Owner shall direct User to remove.

RV Ports: Require approval by the Managing Director prior to installation. See VVA Handbook for further details. If the Campground contract is broken due to delinquent fees or any breach of this contract, the RV Port becomes property of VVA. VVA is **not** 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: MOWING & PROTECTION OF TIMBER

User shall not cut, mutilate or injure, or permit any of User's guests, invitees, or licensees to cut, mutilate, or injure any growing trees or shrubbery on the above-described property of Owner. Grass and weeds must be kept always trimmed and manicured at 6 inches or below. The Association has the right to mow and trim at their discretion, and bill the User \$50 per mowing, and an infraction will be issued. **NO EXCEPTIONS** will be made after you have been billed.

SECTION 6: NO COMMERCIAL USE OR NUISANCE

User shall not use the above-described property for commercial purposes and shall not perform or permit any of User'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 that interferes with the enjoyment of surrounding property and/or amenities by third parties and other Users.

SECTION 7: FIRE PROTECTION; SANITATION

User 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

User's privileges under this Agreement shall not be assignable by User in whole or in part. Sub-leasing is strictly prohibited.

SECTION 9: TERMINATION

Owner may, at its election, terminate this Agreement immediately without notice at any time if User 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 User's promises contained in this Agreement. Three infractions in a single camping season, or four infractions over any time-period shall result in expulsion from the Campground and termination of this Agreement.

SECTION 10: REMOVAL OF PROPERTY

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

SECTION 11: JOINT LICENSEES

In the event User is two or more persons, then the obligations of User shall be their joint and several obligations, and notice given to one of them shall be deemed notice to both or all. As set forth herein in singular User also refers to the plural Users, as it may apply.

SECTION 12: ENFORCEMENT

In the event that User fails to fully and successfully discharge its obligations hereunder, including User'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 User shall be borne by and chargeable to User, including reasonable attorneys' fees. All sums due by User shall bear interest at the rate of One Percent (1%) per month. Upon User's failure to vacate the above-described property and/or failure to remove any and all fixtures, equipment, vehicles, gear and other things, then Owner 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 User, until the foregoing has been revoked and the property fully vacated.

SECTION 13: LIEN

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

SECTION 14: INDEMNIFICATION

User shall exercise the privilege granted in this Agreement at its own risk and agree that User shall never claim any damages against Owner for any injuries or damages suffered on account of the exercise of such privilege, regardless of the fault or negligence of Owner. User shall defend and indemnify Owner against all liability for damages and expenses resulting from, arising out of, or in any way connected with, the exercise of the privilege by User and User's assignees, permittees, or other persons entering the above-described property at the invitation of User, including Owner's incurred attorney's fees and costs for defending any such claim and enforcement of this Indemnification clause. This release and agreement of indemnity shall extend to both personal and bodily injury & 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 User without the prior written consent of the Owner. 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.

“Owner (VVA)”

“User”

VIKING VALLEY ASSOCIATION

Print _____

by _____

Campground Manager

Signed _____

Signed _____

Email _____

Print _____