**2021 Seasonal Agreement**

**May 08th till Oct 08th**

**Houlton KOA**

This agreement entered into by and between Houlton KOA,

Hereinafter referred to as HK and\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Jointly and severally, hereinafter referred to as seasonal camper, agrees to the following:

HK agrees to rent campground site # \_\_\_\_\_\_\_ commencing on May 8th 2021 to and including Oct. 8th 2021. The price shall be $ \_\_\_\_\_\_\_\_\_. For the site with water, 30 or 50 amp and sewer. Electric is metered and charged at .16 per KWH (subject to change without notice). Electric meters will be read at the beginning of every month and are due in the office by the 5th to avoid a 10% late fee. If any bill is later than the 5 days you will be given another week at 20% and then asked to leave property.

HK will need to know by July 15th 2021 if you want to come back as a seasonal for the 2022 season so we can assign seasonal sites for said upcoming season.

**Paid In Full**:

Campsite must be paid in full by October 1st. Rate is $\_\_\_\_\_\_\_\_\_ plus 9% tax of $\_\_\_\_\_\_\_\_\_\_\_

**Cash or Check**

Every camper will be charged $500.00 for the right to hold site as well as keeping your camper on site for the upcoming seasonal year which is non-refundable. If you leave or are asked to leave before the season is over you will be charged the non-discounted Daily rate for your site retroactively to May 8th.

No tents or trailers (utility or otherwise) will be allowed on site. Any extra storage trailers or car trailers will be assessed a storage fee of $100.00 a month. Space is limited and we must be notified to make sure you secure a spot or you will have to make other arrangements.

No new seasonal camper may have or bring on to park a camper that is ten years or older. Existing campers are grandfathered. Any seasonal that sells a camper that is in the park the camper will need to be removed. You are selling your camper not the right to the lot. The reason for this is we have a waiting list for seasonal spots and are always evaluating these sites. Some will remain seasonal others will not. All campers must be kept in like new condition. All grounds must be kept neat and clean. No outside refrigerators (except those grandfathered). No clutter or junk cars. Also no tarps.

**Guests**:

Any guest of a seasonal camper must sign in at the office. GUESTS MUST BE MET AT FRONT OFFICE AND ESCORTED TO SITE BY SEASONAL CAMPER. ALL GUESTS MUST BE REGISTERED WITH THE OFFICE. No guest shall be left alone on property without the seasonal camper present. No guest may bring an animal on property to visit without prior consent from management. Each seasonal camper is allowed 4 guests on site at one time. Each additional guest will be charged $5.00. NO GUESTS OF SEASONALS SHALL BRING ANIMALS TO PARK. Make sure to notify your guests that they will have to make other arrangements for their pets when visiting. Please initial\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**Subletting**:

No subletting of seasonal site in any circumstance.

**Liability**:

This property is privately owned. The seasonal camper accepts camping privileges with the understanding that the seasonal camper does hereby release HK, its owners and employees of all liabilities for the loss or damage to property and/or person (s) arising from the use of its camping facilities, and the seasonal camper agrees to indemnify HK, its owners and employees against claims resulting from loss or damage to property or injury to person or anyone occupying the site arising from the use of its camping facilities. HK is not responsible to seasonal camper for the loss or damage to any property of the seasonal camper or of others by interruption of electrical service, by theft or otherwise. HK shall not be liable for any such damage by occupants on adjacent /other campsites, or damage caused by the operation and construction of any public works. Please initial: \_\_\_\_\_\_\_\_\_\_\_\_\_\_

**Site Maintenance**:

Seasonal camper agrees to keep the unit and site neat and tidy at all times. NO fences, lattice or other construction of any kind may be built without prior written consent of the management. If the seasonal camper fails to maintain said campsite after warning from HK, you will be evicted from the campground with no refund.

**Insurance**:

It is the obligation of the seasonal camper to maintain public liability, fire, wind and other hazard insurance on the personal property situated upon said campsite and for their acts or omissions occurring while occupying said campsite. HK does not carry any insurance that covers any belongings of seasonal campers or guests. Initial:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**Rules:**

The seasonal camper agrees to read and comply with all campground rules & regulations and furthermore, agrees to require their children and all guests to abide by the rules. Any breach of rules shall be deemed a breach of this agreement. HK may make changes to the rules as it deems in its sole discretion for the good of HK and guests. Written notice of changes will be posted in the rec. hall. Seasonal campers disregarding rules may be subject to dismissal without refund.

**Vacating Site**:

Seasonal camper shall quietly and peacefully return said campsite in as good a condition as was upon commencement of the agreement, ordinary wear and tear excepted. If seasonal shall fail to remove from campsite any and all of seasonal campers personal property upon termination of the agreement, HK shall have the right to remove said personal property from campsite, with lien upon same for actual and reasonable cost of removal and storage, not less than $50.00 then a storage fee will be charged daily.

**Attorneys Fees**:

Seasonal camper shall pay all costs, expenses and reasonable attorney’s fees that may be incurred or paid by BFK in enforcing the terms and conditions of this agreement.

**Minors**:

No minors may be on Park property without a responsible parent or guardian.

**Lifeguard**:

Seasonal campers assume full responsibility for the safety of the seasonal camper, their children, guests and anyone else associated with the seasonal camper while using the facility.

**No admittance to park during off season**: Our insurance company has informed us that we are not allowed to have seasonal campers on property during our off season. For insurance purposes this will be enforced.

Seasonal camper will be asked by July 15th if one plans on coming back as a seasonal for the next season.

**HOULTON KOA**

**General Information**

**Office hours**:

The actual hours change with the season and are posted. The general store includes rv parts, toiletries and other items.

**Clotheslines**:

Clotheslines are dangerous and are not permitted.

**Pets:**

Dogs and cats are welcome but must be on a leash at all times with the owner. You must pick up after them immediately. The owners of dogs who bark uncontrollable will be asked to leave with their pets. Pets are not allowed to be tied up outside AND NOT LEFT UNATTENDED AT ANY TIME. Pets are not allowed in any facilities, pool area or rentals (rentals with fee for pets) Anyone found not picking up after their pet would be asked to leave the park, with no refunds. No aggressive breeds. NO GUESTS OF SEASONALS ARE ALLOWED TO BRING PETS ON PROPERTY.

**Restrooms and showers**:

Facilities are exclusively for our guests. We clean them regularly and appreciate your helping us keep clean. If you have your own facilities please use your bathroom instead of the campground facilities. This helps to keep your seasonal costs lower. With covid and other restrictions being Imposed on campgrounds we are asking our seasonals to use their own facilities.

**Neighbors:**

Please respect the privacy of others and do not cut across occupied sites.

**Quiet time**:

Quiet time is from 10pm to 8am. Sound carries a long way at night so be courteous to your fellow campers. If you are asked by HK to quiet down more than two times you may be asked to leave.

**Open Fires**:

Open fires are allowed as long as it is in a designated fire ring. All fires must be extinguished before leaving the area. Firewood is for sale in the general store. Fire rings are not to be moved.

**Garbage and litter**:

Garbage and litter needs to be taken to the furnished dumpster. HK is not responsible for picking up garbage at your site. No garbage shall be left outside your camper for any reason. Only bagged garbage is permitted in the dumpster. Do not leave any items outside of the dumpster. We only pay to have household garbage taken care of, any other garbage will have to be disposed of at your expense. No coolers, weed wackers, rugs etc. Also, no boxes that have not been broken down are allowed in the dumpster. **ALL BOXES MUST BE BROKEN DOWN**. Please have all trash in the dumpster Sunday evening as it is dumped on Monday morning.

**FOUR WHEELERS/ATV:**

See management about four wheelers and ATV’s

**Golf Cart**:

Make,model and year\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**RV on Site**:

 License #, Make and model

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Seasonal campers names:

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Address and Telephone:

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**HOLD HARMLESS RELEASE FORM**

For and in consideration of participation in activities at DAPA LLC., DBA HOULTON KOA we, the undersigned, on our own behalf and on behalf of our child(ren), heirs, executors, administrator, successors and assigns, hereby irrevocably, unconditionally, and forever release, waive, and hold harmless DAPA LLC., DBA HOULTON KOA, it’s members, employees, agents, successors and assigns of and from any and all actions, claims, demands, damages, losses, injuries, including serious injuries, death, costs, charges, and/or liabilities of any nature whatsoever that the undersigned (and/or his/her/their child(ren), heirs, executors, administrators, successors and assigns) now has/have or which may hereafter accrue whether due to the negligence of DAPA LLC DBA HOULTON KOA members, employees agents and/or assigns, pertaining to or in any way arising out of the individual(s) named below, use of equipment or the participation in any activities anywhere upon the property of DAPA LLC , DBA HOULTON KOA.

Further, we, the undersigned, on our own behalf and on behalf of ourself(ves) our child(ren), heirs, executors, administrators, successors and assigns, covenant to:

1. Abide by all rules, regulations and conditions posted upon the premises;
2. Comply with all verbal instructions from staff members at all times while upon the premises;
3. Grant permission for DAPA LLC, DBA HOULTON KOA to photograph any or all of the below named individuals for use in promotional advertisements, flyers or website content;
4. Pay to DAPA LLC, DBA HOULTON KOA any and all damages cause by any participant named below; and,
5. If, at the discretion OF DAPA LLC, DBA HOULTON KOA any member or guest fails to comply with these rules, regulations or verbal instructions, they will be asked to leave DAPA LLC, DBA HOULTON KOA immediately and no refund of any fees will be made.

**THE UNDERSIGNED ACKNOWLEDGE(S) THAT:**

1. Their guest(s) are in good health and physically able to participate in the activities of DAPA LLC , DBA Bucksport/Fort Knox KOA
2. The below named and their guest(s) acknowledge that DAPA LLC , DBA HOULTON KOA is a “play at your own risk” facility, and,
3. By execution of this Release and Hold Harmless Agreement, I/We understand that DAPA LLC, DBA HOULTON KOA will enter the same into their database for future use and I/We acknowledge and understand that the initial Release and Hold Harmless Agreement will be valid for any and all future visits for participation of the activities at DAPA LLC , DBA HOULTON KOA until such time as I/We revoke the same in writing.

**Signature of Seasonal(s) \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Date: \_\_\_\_\_\_\_\_**