STATE OF MICHIGAN

IOSCO COUNTY

CHARTER TOWNSHIP OF OSCODA

OLD ORCHARD PARK
SEASONAL LICENSE AGREEMENT

Agreement made this_____day of _____, 20___, between the Charter Township of Oscoda (referred to herein as "Township", "we", "us", or "our") and _____, (herein referred to as "you' or "your").

RECITALS:

We operate the Old Orchard Park in Oscoda Township, Iosco County, State of Michigan (herein referred to as the "Park"). Campers use the Park for recreational outdoor activity. For the convenience of campers, we grant licenses to certain campers permitting them to use designated sites in the Park on a seasonal basis. Campers participating in the seasonal program may park motor homes, fifth wheels, travel trailers, tent trailers or tents (herein referred to as "recreational vehicle") on a specifically designated site pursuant to the terms of this Seasonal License Agreement. Other camping units not fitting the previously named recreational vehicle types may be allowed on a site with the written approval and at the sole discretion of our authorized representative.

You are one of the campers who desire to use the Park for recreational outdoor activity and to license from us, on the terms and conditions contained in this Seasonal License Agreement, a site as designated by us to park your recreational vehicle. You do not desire or intend to impose upon us any duty or obligation with respect to your recreational vehicle or the site beyond allowing you to park your recreational vehicle on such site.

NOW, THEREFORE, in consideration of the mutual covenants and promises contained in this Seasonal License Agreement, you and we agree as follows:

1. **License to Use Site.** We hereby grant a revocable Seasonal License to you permitting you to use a site at the Park for purposes of parking your recreational vehicle, subject to and in accordance with this Seasonal License Agreement ("Agreement"). The site to be assigned to you shall be determined by us in our sole discretion. We will make such designation at or before the time you begin your permitted use of a site under this Agreement. You shall park your vehicle only on your designated site. You shall not violate any of the Old Orchard Park Rules and Regulations, any Addendum thereto, any applicable ordinances of the Township or any other applicable laws and regulations. **You agree to immediately notify us in the event that you vacate your designated site. If you have paid a $100.00 deposit prior to signing this agreement and your designated site is a Waterfront Site, you must pay $600.00 no later than March 15, 2013. If you paid a $100.00 deposit prior to signing this agreement and your designated site is a Back Lot Site, you must pay $500.00 no later than March 15, 2013.** Your failure to comply with the payment deadline applicable to your designated site constitutes an event of a default and will result in your designated site being immediately reassigned by us to another individual, in addition to any of our other rights and remedies under this Agreement. If you are an individual licensing a seasonal site that becomes available after October 31, 2012, you shall pay the full Seasonal License Fee prior to placing your recreational vehicle on such site.

2. **Commencement Of Use.** You may begin using your designated site at 8:00 a.m. on May 1, 2013, as long as the Seasonal License Fee applicable to your designated site has been paid, in full, in accordance with Paragraph 1 above.

3. **Expiration Of License.** The License granted hereunder shall expire in the event of a default resulting in our revocation of the license, or at 12:00 noon on October 31, 2013, whichever first occurs. If expiration occurs as a result of revocation, notice of the revocation shall be provided by posting such notice at the camp site occupied by you. You agree that notice by such posting is a good method of informing you of the revocation and that it is reasonably calculated to provide you with actual notice. Upon any expiration you shall no longer be permitted or licensed to use or park a recreational vehicle on the designated site and you shall immediately upon such expiration, remove your recreational vehicle and other property from the designated site and Park and vacate the designated site and Park. In the event you fail to remove your recreational vehicle and/or other property from the designated site and Park immediately upon expiration of this License, we may, 24 hours after the time of such expiration, remove your recreational vehicle and other property from the designated site and/or Park at your sole cost and expense. Any recreational vehicle and other property removed from your site by us shall be placed in storage or impound within our sole discretion. Your recreational vehicle and other property shall only be returned to you at such time as you have paid all impound fees and our storage costs and other costs, if any, in connection with the removal, storage and impound of such items. In the event that accumulated storage and/or impound fees exceed the market value of any such vehicle or other property, you agree that such vehicle or other property shall be deemed forfeited by you to the Township 30 days following written notice to you by regular mail at your last known address.

4. **License Fee.** The Seasonal License Fee rates are as follows:

Waterfront Sites - **$900.00**
Back Sites - **$750.00**

5. **The Relationship Created.** The relationship created by this Agreement is solely that of Licensor and Licensee, wherein we grant to you a revocable license (i.e., permission) to use a site to be designated by us in the Park for the purpose of parking your recreational vehicle. This agreement is not, and shall not be considered or construed to create, a landlord / tenant, lessor / lessee, sublessor / sublessee, bail or / bailee or any other such relationship. This agreement does not convey or grant to you an interest of any kind in the real estate of the park or any duty to care for, preserve, insure, maintain, repair, supervise, or in any way attend to your recreational vehicle or personal property.

6. **Indemnification.** The Township and Consumers Energy Company (CEco) are not liable for any Injury to any person, or for any loss or damage to any property (including your property and the property of third persons) occurring on or about your designated site from any cause or activity whatsoever, with the exception of gross negligent or intentional wrongful acts of the Township and its formally hired agents. You agree to indemnify and hold harmless us, CEco, our officers, officials, representatives, agents and employees, against and from any loss, claim, cost, damage, expense, liability or charges resulting from occurrences or activities on or about designated site and from the action or inaction of you, your family members, your guests, and/or your visitors in the Park.

7. **Non-Assignable.** This Agreement and the license granted here under, are not assignable or transferable by you to any other person or entity. You may not allow any other person or entity to use sub-license all or any part of your designated site.

8. **Event Of A Default.** Any of the following events or occurrences may, in our sole discretion, be considered an "event of a default" and basis for revocation of your License for purposes of this Agreement and the License granted hereunder:

(a) Your failure to pay the Seasonal License Fee in accordance with Paragraph 1.

(b) Your vacating or abandoning your designated site for a period of more than thirty (30) consecutive days, including removal of your recreational vehicles, prior to October 31, 2013.

(c) Your providing us with a notice of vacating your designated site.

(d) The parking of your recreational vehicle on a site other than your designated site.

(e) The failure of you, your guests, visitors or any members of your family to abide by the Old Orchard Park Rules and Regulations or any Addendum thereto.

(f) The violation of any applicable Township Ordinance or other law within the Park by you, your guests, visitor or family member.

(g) Your breach of any term or condition of this Agreement.

9. **Remedy.** If there is an event of a default, we may, in our sole discretion, at any time thereafter, without prejudice to any other rights and remedies we may have, immediately revoke the License granted hereunder and consider this agreement terminated. If the license granted to you hereunder expires due to an event of a default, or otherwise, we shall not be required or obligated to refund to you the License Fee, or any portion thereof, or any attorney fees you expend in any manner relating to this Agreement or any of its provisions, regardless of whether any suit or action may be brought thereon.

10. **Entire agreement.** The provisions and requirements of the following documents and items are hereby incorporated into, and shall be considered and made part of, this Agreement and the License granted hereunder by reference:

(a) The Old Orchard Park Rules and Regulations;

(b) The 2013 Seasonal Park Permit; and

(C) The Oscoda Township Ordinances applicable to conduct within the Township and to use of and activities within the Park.

11. **Modification.** Any modification or amendment of the terms and conditions of this Agreement shall be effective only if such modification or amendment is in writing and signed by you and an authorized representative of the Charter Township of Oscoda.

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| Authorized Township Representative Signature | Your Signature |
| Printed Name | Printed Name |