



Charter Township of Oscoda
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STATE OF MICHIGAN

IOSCO COUNTY

CHARTER TOWNSHIP OF OSCODA

OLD ORCHARD PARK

SEASONAL LICENSE CONTRACT

Agreement made this _____ day of _____, 20____, between the Charter Township of Oscoda (referred to herein as "TOWNSHIP") and _____ (herein referred to as "LICENSEE").

LICENSEE agrees by his/her signature below, to accept in consideration of the mutual covenants and promises contained in this Seasonal License Agreement, you and we agree as follows:

- License to Use Site.** LICENSEE agrees by his/her signature below, to accept the granting of a non-refundable, revocable, license, permitting LICENSEE a site at Old Orchard Park, operated by Township, 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. **LICENSEE agrees to immediately notify TOWNSHIP in the event that LICENSEE vacates their designated site. If LICENSEE has paid a deposit prior to signing this agreement, LICENSEE's balance is due no later than the date indicated on LICENSEE's site award letter.** LICENSEE's failure to comply with the payment deadline applicable to LICENSEE's designated site constitutes an event of a default and will result in any fee's paid to be forfeited and LICENSEE'S designated site being immediately re-assigned by us to another individual, in addition to any of our other rights and remedies under this Agreement. If you did not participate in the seasonal lottery and wish to purchase a seasonal site that becomes available after the seasonal March trade in 2021, you shall pay the full Seasonal License Fee prior to placing your recreational vehicle on such site.
- Commencement of Use.** Barring any unforeseen circumstances beyond the campgrounds control, LICENSEE may begin using your designated site at 8:00 a.m. on May 1, 2021, as long as the Seasonal License Fee applicable to your designated site has been paid, in full, in accordance with Paragraph 1 above.
- Expiration Of License.** The license granted hereunder shall expire in the event of a default resulting in our revocation of the license, or at 1:00 p.m. on October 31st or September 30th, 2021 (ending date specific to LICENSEE's chosen area & lot number) whichever first occurs. If expiration occurs as a result of revocation, notice of the revocation shall be provided by posting

such notice at the campsite occupied by LICENSEE. LICENSEE agrees that notice by such posting is a good method of informing LICENSEE of the revocation and that it is reasonably calculated to provide you with actual notice. Upon any expiration LICENSEE shall no longer be permitted or licensed to use or park a recreational vehicle on the designated site and LICENSEE 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.

4. In the event LICENSEE fails to remove your recreational vehicle and/or other property from the designated site and Park immediately upon expiration of this License, TOWNSHIP may, 24 hours after the time of such expiration, remove LICENSEE's 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 LICENSEE's site by us shall be placed in storage or impound within our sole discretion. LICENSEE's recreational vehicle and other property shall only be returned to LICENSEE at such time as LICENSEE have paid all impound fees and TOWNSHIP 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, LICENSEE agrees that such vehicle or other property shall be deemed forfeited by LICENSEE to the Township 30 days following written notice to you by regular mail at LICENSEE's last known address.
5. **License Fee.** The seasonal License Fee rates are as follows:
 - Electric/Water - **\$2100.00**
 - Waterfront Sites - **\$1000.00**
 - Backlot Sites - **\$850.00**
6. **The Relationship Created.** The relationship created by this Agreement is solely that of Licensor and Licensee, wherein we grant LICENSEE a revocable license (i.e., permission) to use a site to be designated by TOWNSHIP in the Park for the purpose of parking LICENSEE's recreational vehicle. This agreement is not, and shall not be considered or construed to create, a landlord/tenant, lessor/lessee, sublessor/sublessee, bail/bailee or any other such relationship. This Agreement does not convey or grant LICENSEE 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 LICENSEE's recreational vehicle or personal property.
7. **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 LICENSEE's property and the property of third persons) occurring on or about LICENSEE's 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. LICENSEE agree to indemnify and hold harmless TOWNSHIP, CEco, TOWNSHIP 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 LICENSEE, LICENSEE'S family members, LICENSEE'S guests, and/or LICENSEE'S visitors in the Park.
8. **Non-Assignable.** This Agreement and the license granted hereunder, are not assignable or transferable by you to any other person or entity. LICENSEE may not allow any other person or entity to use sublicense all or any part of your designated site.

9. **Event Of A Default.** Any of the following events or occurrences may, in TOWNSHIP's sole discretion, be considered an "event of default" and basis for revocation of LICENSEE's License for purposes of the Agreement and the License granted hereunder:
 - a. LICENSEE's failure to pay the Seasonal License Fee in accordance with Paragraph 1.
 - b. LICENSEE's vacating or abandoning LICENSEE's designated site for a period of more than thirty (30) consecutive days, including removal of your recreational vehicles, prior to October 31st or September 30th 2021. (date specific to LICENSEE's chosen area & lot number)
 - c. LICENSEE not providing us with a notice of vacating LICENSEE's designated site.
 - d. The parking of your recreational vehicle on a site other than your designated site.
 - e. The failure of LICENSEE, LICENSEE's guests, visitors or any members of LICENSEE's 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 LICENSEE, LICENSEE's guests, visitors or family members.
 - g. Any event or public issue beyond TOWNSHIP's control.
 - h. LICENSEES breach of any term or condition of this Agreement.

10. **Remedy.** If there is an event of a default, we may, in TOWNSHIP's sole discretion, at any time thereafter, without prejudice to any other rights and remedies TOWNSHIP 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, TOWNSHIP shall not be required or obligated to refund to LICENSEE the License Fee, or any portion thereof, or any attorney fees LICENSEE expend in any manner relating to this Agreement or any of its provisions, regardless of whether any suit or action may be brought thereon.

11. **Entire Agreement.** The provisions and requirements of the following documents and items are hereby incorporated into, and shall be considered and made a part of, this Agreement and the License granted hereunder by reference:
 - . The Old Orchard Park Rules and Regulations;
 - a. The 2021 Seasonal Park Permit; and
 - b. The Oscoda Township Ordinances applicable to conduct within the Township and to use of and activities within the Park.

12. **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 LICENSEE and an authorized representative of the Charter Township of Oscoda.

Date

Your Signature

Your Printed Name

