

SEASONAL/MONTHLY AGREEMENT

Tall Sycamore Campground Norway Campground LLC Walnut Ridge RV Resort LLC Lake Freeman Campground & Marina LLC

This Agreement, is freely and voluntarily made and entered into by, between, and among Norway Campground (hereinafter referred to as “Owner”) and _____

(hereinafter referred individually and/or collectively referred to herein as the to as “Camper”) who shall be individually, and if multiple parties, also jointly and severally liable and responsible for all terms of this Agreement.

Camper includes not only up to the two adults named above who must live in the same permanent residence but also the dependent children aged 17 and younger that also live in the same permanent residence identified below:

Full Name: _____

DOB: _____ M ____ F ____

Full Name: _____

DOB: _____ M ____ F ____

Full Name: _____

DOB: _____ M ____ F ____

(use additional pages if necessary)

Camping Season: Generally, it is April –October (10/31/2026) depending on uncontrollable variables such as weather. Owner has the exclusive discretion to modify the dates of Camping Season.

Seasonal: Year-round camping sites licensed annually but allowed to be used only during Camping Season. Camper agrees to pay in full amount of \$2800.00 in advance for the licensing and use of site(s) **TBD UPON AVAILIBILITY** Campsite”). Seasonal site rent for 2026 is due in full prior to camping for the season and understanding a late fee of \$35.00 per day may be added until Agreement amount is paid in full thereafter of camping season. Term of Agreement is April –October for seasonal campers. The infrastructure bill and other fees associated with the licensing and use of Campsite are due by the 15th of each month. (If applicable to your site and property location)

Monthly: Year-round camping sites licensed month-to-month during Camping Season. Camper agrees to pay by the 1st of each month the amount of \$695.00 for RV/MH Sites along with the infrastructure bill and other fees associated with the licensing and use of site(s) _____ (“Campsite”). Monthly

licensing and use amount is subject to change upon end of season meeting with management and owners_ at which time new monthly rental amount will take effect immediately unless otherwise stated.

Daily: For any reason deemed necessary by Owner, a Campsite may be licensed day-to-day dependent upon availability.

1. NOT A LEASE.

This Agreement is legally binding on both Owner and Camper. This Agreement is not a lease of real estate. Camper is not a tenant and Owner is not a landlord under Federal, Indiana law or any other codes, regulations, and ordinances of any type. This Agreement is a license to use the property of Owner, being the Campsite, on the conditions which are stated in this Agreement. Camper may not claim Owner or Campsite as their permanent residence or address in any manner.

2. MAIL

Although the license to use the Campsite does not create a permanent residence for Camper, Camper may receive mail/packages at the Owner office if the mail/packages include the Campsite number. Owner may, but is not required to, call, email, or text Camper that mail/packages are at the Owner office but Camper has the responsibility of checking from time to time at the Owner office for such mail/packages. Owner is not responsible for lost, damaged, or stolen mail/packages delivered to Camper by any means to Owner. Owner may dispose of the mail/packages thirty (30) days after receipt at the Owner office.

3. TERM OF AGREEMENT.

If Camper moves out before end of Agreement, no refunds will be given for any reason. Camper is liable for any balance owed on Agreement and must be paid in full BEFORE moving out. Any sale or early removal of camping unit will immediately void Agreement with no refunds or pro-rations. Agreement can be terminated at the discretion of Owner without a refund for violations of rules of Owner by Camper or guests of Camper, such as but not limited to nonpayment, unruly behavior, physical or verbal fighting, or disorderly conduct. Camping units shall be removed from Owner immediately upon termination of Agreement unless other arrangements have been made in writing, with dates and signatures to such additional agreement.

Camper shall not, voluntarily, involuntarily, or by operation of the law, assign the whole or part of Campsite or any personal property located thereon or permit any other persons to occupy the same except for guests of Camper who may not stay at Campsite more than 7 consecutive days or a total of 21 days during Camping Season.

Any attempt to assign this Agreement or any rights to the Campsite without prior written consent of Owner shall cause this Agreement to be deemed null, void, and of no further effect immediately and Camping units shall be removed from Owner as described above.

Acceptance by Owner, in whole or in part, of the Seasonal/Monthly fee from a person other than Camper, shall not be deemed to be a waiver of any of the provisions of this Agreement or be a consent to the assignment of this Agreement.

4. CAMPING UNITS.

All camping units must be maintained in appearance and adhere to the expectations of Owner's sole discretionary opinion. Camper must provide Owner a photo of all camping units older than 10 years of

age prior to entering into this Agreement which camping unit must be approved by Owner. Failure to deliver such photo shall provide a right to Owner to terminate this Agreement.

If Camper sells the camping unit located at Campsite, the camping unit must be removed from the Campsite and campground upon sale unless Owner's written consent is obtained prior to such sale which consent is at Owner's sole discretion.

Camper may not list the camping unit or Campsite on a sharing site. Additional requirements may be sent to Camper via email or otherwise in writing at the beginning of the Camping Season or provided in writing at the time of Agreement's execution. Such additional requirements shall be part of this Agreement as if restated fully herein. Such additional requirements are subject to change during the term of this Agreement by notice to Camper via email or otherwise in writing.

5. GUESTS.

Camper's overnight guests must be registered with Owner. Owner reserves the right to accept or reject any registered guest at Owner's sole discretion.

Only Camper and Camper's guests may stay in the camping unit. Overnight guests of Camper may not stay overnight at Campsite more than 7 consecutive days or a total of more than 21 days during Camping Season unless approved by management. Guests' vehicles must be parked in designated guest/overflow parking areas. No subletting your site to your guests. Your site is registered solely to you for your camping. Example: you cannot rent a seasonal site and then rent the site out to a family member, friend, etc.

Camper is responsible for the conduct of Camper's daily and overnight guests. Camper and Camper's guests shall in every respect comply with the regulations and ordinances of the political subdivision in which the Campsite is located and with the rules and orders of the Indiana Department of Health, and shall obey all lawful orders, rules and regulations of all applicable governmental authorities.

If Camper's guests are, at Owner's sole discretion, deemed to be unruly, violators of campground guidelines, or show disregard of proper campground etiquette and respect toward Owner, other campers and their guests, or anyone else at campground, Camper's guests may be asked to leave campground and Owner may terminate the Agreement.

Camper shall be liable for any personal injuries or property damage arising from the actions of Camper's guests including all damages or injuries to Owner, campground property, or other campers and guests and their property caused by Camper or Camper's guests whether by intentional acts or negligence or due to any misuse of the facilities at the campground.

Owner reserves the right to eject Camper or any guest of Camper at Owner's sole discretion.

6. SWIMMING POOL/PLAYGROUND.

No lifeguard is on duty. Swim at your own risk. All children under the age of 14 must be accompanied by an adult in the pool area.

Camper has the right to use the inground swimming pool which right may be revoked at Owner's sole discretion.

For safety and security reasons and deemed by Indiana licensing, night swimming is NOT permitted. No smoking, no glass containers, no food, no alcohol, no pets, and no running or diving in pool area. Only

pool approved swimming diapers are allowed in the pool. No other swimming in diapers is allowed and there shall be no changing of diapers in pool area.

Children under the age of 8 must be accompanied and supervised by an adult at the playgrounds.

7. SITE APPEARANCE, RESTRICTIONS, AGREEMENT/TERMS.

Camper will, at its sole expense, keep and maintain the Campsite in good and sanitary condition and repair during the term of this Agreement which condition shall be judged at Owner's sole discretion.

Regular mowing, trimming and weeding is required. All decks are required to be maintained. No enclosures are allowed. Do not cut or chop any trees, seedlings, plants, or shrubs without approval of Owner. Any and all improvements made to a Campsite become the property of Owner including but not limited to landscaping, gravel, decks/patios at the time the agreement is expired or terminated unless you have sold the deck and have made arrangements for its removal. If Owner has to remove decks/patio, Owner we may charge you for said removal.

Vehicles are permitted at the Campsite but shall not be parked on vacant campsites if you are not present to move them in case the campsite needs to be used. Please be mindful of your neighbors and adjust your parking accordingly. Extra vehicles can be parked at the overflow parking area. If you are asked to move your vehicle it is because we need to use the area in which it is parked. If you bring a utility trailer or a boat you must park them at the top of the campground or designated parking area's dependent upon which property you are camping at.

Political signs may not be posted on Campsite or anywhere within the campground without approval of Owner.

8. ELECTRICITY.

Each camping unit is to be plugged into its own electric box on its Campsite. There is a fee for electric usage. Electric bills will be read the 1st of the month. Dates are subject to change due to weather conditions and/or Holiday weekends or any personal reasons. Please check with Owner office to stay up to date on bills. Past due bills will accrue a \$50.00 late fee. If Camper is going to be gone for an extended period, it is the Camper's responsibility to notify the Owner and plan for payment to avoid late fees.

Norway Campground: You are responsible to get the electricity in your name through Nipsco unless your site does not have a meter. If the site does not have a meter through Nipsco you will be billed for actual usage per the meter connected to that specific site.

9. PUMPING.

Owner provides a Honey Wagon service at Tall Sycamore Campground ONLY. This service is available for a \$10.00 fee. The sign-up sheet is outside the Owner office. It is Camper's responsibility to make sure you are on the list for the Honey Wagon. Camper will be billed on the monthly infrastructure bill for the Honey Wagon unless Camper arranges with Owner to pay for each dump at the Owner office. Pump-outs are on Monday and Thursday. This is subject to change on Holiday weekends or weather. This is a service which is provided and for which Camper is paying. Please treat those who are offering this service with kindness and respect.

10. GARBAGE.

Owner provides dumpsters at campground. Household and other large items are not allowed in the dumpsters. The garbage company will not take these items. A list of items they will not take includes, but is not limited to: Grills, awnings, tires, hoses. This area is monitored and item(s) which Waste Management will not take will be returned to Campsite and a \$50.00 violation fee will be assessed to Camper's infrastructure bill.

Tall Sycamore Campground: Any metal to be disposed of needs to be addressed with the Manager. This trailer is monitored and item(s) Owner must clean up such as bags of garbage, wood, and other items that were not metal will result in a \$75.00 violation fee assessed to Camper's infrastructure bill.

11. STORAGE.

Owner has storage units available for rent based upon availability. Camper must be camping at the campground to use storage units. The storage units require a separate use agreement.

12. GOLF CARTS.

All drivers of golf carts must be age 16 WITH a driver's license. NO children may drive golf carts without an adult on the golf cart with them at all times. You must obey the speed limit of 5 MPH. All golf carts must have operating headlights. Golf cart guidelines are subject to change at the sole discretion of Owner. Speeding and racing will not be permitted.

Electric and gas-powered golf carts are allowed. Quads, ATV's, side by sides, dirt bikes, 3 wheelers, mopeds, are NOT permitted in the campground.

13. GENERAL GUIDELINES & RESTRICTIONS:

With regard to any prohibition or requirement requiring an judgment or opinion, Owner shall have sole discretion in making such judgment or giving such opinion.

For the safety and enjoyment of all guests:

- **The speed limit for all vehicles including golf carts is 5 MPH in the campground during all hours. Please abide by this speed limit for everyone's safety. DRIVE SLOWLY AND WATCH FOR CHILDREN.**
- Campsites and camping units must be kept clean over the course of the Camping Season.
- Do not leave trash on the ground in front of or beside the dumpsters.
- State law prohibits draining of gray water onto the ground. Violators will be assessed a \$100.00 violation fee on Camper's infrastructure bill.
- Display or use of fireworks by anyone is not permitted in the campground.
- Tampering or adjusting campground property, playground equipment, utilities, or facilities is not permitted.
- State Law prohibits out-of-state firewood to be brought into the campground. We will deliver firewood upon request to your Campsite.
- Bike riding after dark is not allowed after dark without proper reflective stickers and lights. This is extremely dangerous.
- Radios and loud noises must be kept at a level that does not offend other campers.

- Children under the age of 8 years old must be accompanied by an adult when using the bathhouses. Parents are responsible for their children and their safety. Do not leave your children unattended.
- Quiet time is between 11:00-8:00 AM.
- Children under the age of 18 should be accompanied by an adult after 10PM.
- No smoking in any campground buildings.
- Campsite is for camping only and no business shall be run from such Campsite.

14., PARK RULES AND REGULATIONS.

Camper and guests, agents shall comply with all campground guidelines established by the Owner, which are currently in effect or which may later be publicly posted and distributed, **a current copy of which is has been delivered to you with this Agreement.**

The campground guidelines are incorporated herein as part of the Agreement as if written herein and failure to comply with any of the campground guidelines shall constitute a default under this Agreement.

The campground guidelines may be changed or additional ones may be added. Prior to the implementation of a new or amended guidelines, a 7-day written notice of the change will be forwarded to Camper at the Campsite and a copy thereof posted in a conspicuous location within the campground. New or amended guidelines will be effective 7-day days after posting whether or not delivery to Campsite was successful. Any new or amended guidelines will be considered part of the guidelines, and included herein as part of the Agreement, and will be enforced accordingly.

15. INSURANCE

Camper agrees to carry liability and comprehensive insurance and vehicle registration during the terms of this Agreement. Camper will provide the name of the agent and insurance company upon request by Owner.

16. RELEASE OF LIABILITY.

Camper does hereby release Owner, its respective officers, members, managers, directors, partners, co-venturers, shareholders, employees, agents, attorneys, and representatives (collectively referred to hereinafter as "Owner and Agents") and Owner and Agents shall not be responsible for any damage to Camper's camping unit or any personal property located in or about the Campsite or any personal injury to the Camper or others, including guests, resulting from or caused by other parties, fire, theft, the elements, acts of God, or any other causes by whatever or whomever source over which Owner and Agents has no control; Camper's or guests' neglect or improper use of the Campsite or campground including any of its facilities; any person on the Camp or in the campground whether or not by invitation or license of Camper; the bursting, stoppage or breakage of water, gas, sewer or other pipes; an act or omission of Owner; or from any cause whatsoever or whomever, except to the extent such damages or injuries are caused by the intentional acts or intentional omissions of Owner.

Anything in this Agreement to the contrary notwithstanding, the covenants and agreements of Owner herein are made and intended not as personal covenants, undertakings and agreements or for the purpose of binding Owner and Agents personally or the assets of Owner and Agents except Owner's interest in the Campsite and campground, as the same may from time to time be

encumbered. No personal liability or personal responsibility is assumed by, nor shall at any time be asserted or enforceable against, Owner and Agents or their respective heirs, legal representatives, successors and assigns, arising from this Agreement or Owner's obligations with respect to the Campsite or campground, or arising from any covenant or agreement of Owner contained in this Agreement.

17. ENFORCEMENT AND PENALTY.

Citations will be given if campground guidelines are not followed. Citations may result in immediate ejection from the Campsite and campground. We have the right to eject and no refunds will be issued. Owner will not tolerate disrespect towards nightly campers, other campers or staff/volunteers. Sample reasons for dismissal or termination: fighting, inciting to fight, misdemeanors, felonies, theft, destruction of property, blatant disregard of restrictions and guidelines outlined in Agreement or otherwise by Owner. Owner reserves the right to refuse campsite license to anyone. Prices and rules may change without notice.

18. LEGAL FEES, LATE FEES, AND NSF FEES

If Owner institutes legal proceedings against Camper for any default or breach hereunder or for ejection of the Camper, Owner shall be entitled to payment of all expenses of collection and those expenses associated with ejection, including all reasonable attorneys' fees.

If any amount under this agreement is not paid by 6pm on the 10th day of the month due, Camper agrees to pay a late fee of \$50.00.

Camper agrees to pay the charge of \$50.00 for each payment given by Camper to Owner that is returned for lack of sufficient funds. In addition to the NSF fee, Camper agrees to pay the late charges as set forth above. Such NSF fee shall be due and payable immediately. If Camper presents two (2) or more returned payments, all future payments due hereunder must be made exclusively by Cashier's Check or Money Order, and no personal checks will be accepted.

19. NOTICE

The name and address for the Owner to which any notice hereunder is to be given is:

Lake Freeman Campground & Marina LLC
Walnut Ridge RV Resort LLC
Norway Campground LLC
C/O Tall Sycamore Campground
355 S County Rd 600 E
Logansport IN 46947

or such other address as the Owner shall later direct in a written notification to Camper. Any notice by Owner to Camper shall be delivered to Campsite; mailing to Camper's permanent residence; by posting of the notice on the door of Camper's RV on the Campsite; or as otherwise allowed by law and shall be considered given and delivered as of the date of posting or upon the date of mailing if to Camper's permanent residence.

20. BINDING OF OTHER PARTIES

This Agreement shall be binding upon the parties hereto, their heirs, administrators, executors, successors, and assignees. This provision, however, shall not be construed to permit the assignment of this Agreement except as expressly permitted herein.

21. GOVERNING LAW

This Agreement shall be construed under and in accordance with the laws of the State of Indiana.

22. WAIVER

Waiver of one breach of a term, condition or covenant of this Agreement by either party shall be limited to the particular instance, and shall not be deemed to waive past or future breaches of the same or other terms, conditions or covenants.

23. SEVERABILITY

If any provision of this Agreement or of the campground guidelines shall be deemed unlawful, the same shall be severable from the remainder of this Agreement and the campground guidelines, which shall be enforceable in all respects without reference to such unlawful provision.

24. NO THIRD PARTY BENEFICIARIES

The parties acknowledge and agree that no third-party beneficiaries exist or are created by or in connection with the terms, conditions or operation of this Agreement or the actions of the Owner.

25. EXECUTION OF LEASE AND COUNTERPARTS

This Agreement may be executed in counterparts and, when all counterpart documents are executed, the counterparts shall constitute a single binding instrument. This Agreement shall not be binding upon any party until this Agreement has been fully executed by all parties.

26. ADDITIONAL TERMS. See attached.

27. ACKNOWLEDGMENT.

Camper/Lot Renter acknowledges that he and/or she has received a copy of this Agreement, together with the campground guidelines, and that he and/or she has read and understands each of these documents. Camper understands by executing this Agreement, he and/or she will be bound by the terms and conditions thereof as defined herein.

AGREED:

Camper's Signature

Camper's Signature

Camper Printed Name

Camper Printed Name

Date: _____

Date: _____

Lake Freeman Campground & Marina LLC or Norway Campground LLC

BY: Wendi A. Oaks

Wendi A. Oaks/Manager/Co-Owner
Printed Name and Title

Date: 09/06/2025

Description of RV that will be occupied on Campsite registered as:

Make _____ Model _____ Year _____
VIN _____ Size _____ S/O _____

Breed & Number of Pets: _____

Vehicles: _____

Your Contact Information:

Name: _____

Address: _____

City: _____ State: _____ Zip: _____

Phone: _____

Email: _____

***Please email copy of Drivers License to: wendioaks@comcast.net**

RV Rent: \$695.00 per month-you are responsible for all utilities.

Mobile Home Lot Rent: \$725.00 per month-you are responsible for all utilities.

Rental Due Date: 1st of each month-payment forms accepted-check and money order, or online payment portal.

Contact Information:

Wendi Oaks: 574-753-4898

Email: wendioaks@comcast.net