

Use and Occupancy Agreement For Calef Lake Campground Transient Camper Site

As part of a paid reservation, the named customer (hereinafter referred to as the "Camper") shall have the right to occupy the assigned site (being the specific site chosen by Camper during the reservation process) during those dates and subject to those terms as identified and described on the reservation specifically subject to agreement to the terms outlined within this Use and Occupancy Agreement which shall be incorporated within and made a part of the Camper's reservation agreement. Use of Calef Lake Campground shall be subject to the following terms and conditions:

1. Camper and Calef Lake Campground agree that this Agreement does not establish a relationship of Landlord and Tenant, but rather, constitutes a Use License by Calef Lake Campground to Camper which Calef Lake Campground may revoke if Camper does not comply with the terms of this Agreement.
2. Camper shall be allowed only one vehicle to be located at the Site. Should Camper request the right to have more than one vehicle at the Site, an additional fee of \$6.00 shall be required. No more than two vehicles shall ever be allowed at the Site.
3. Only one camping trailer shall be allowed on the Site. Camping trailers must be insured at all times while within the campground.
4. Camper may check in at or later than **2pm** on the first day of the reservation. Early check in is not allowed unless prior approval has been given, which approval is not guaranteed. Camper must **check out no later than 11am** on the last day of reservation. Upon Camper's vacating the Site, Camper shall surrender the Site in clean condition, free of personal effects. Should Camper fail to remove the camping trailer and/or any other equipment or personal effects, Calef Lake Campground reserves the right to remove the Camper's property from the Site and Camper shall be responsible for any and all expenses incurred by Calef Lake Campground in connection with so moving or relocating Camper's property.
5. Camper shall be responsible at all times for keeping the Site free from litter and shall deposit litter and other matter in the appropriate receptacles provided.
6. Camper shall be responsible for the prior check-in of additional children and guests not previously identified in the paid reservation at the camp office before entry into Calef Lake Campground facility. Additional fees apply as posted. Failure to register children or guests upon entry into the Calef Lake Campground facility, shall result in an additional fee of \$5.00 per unregistered person. At no time shall the occupancy of any Site exceed 10 people.

7. Camper shall be fully responsible for the behavior of his/her children, pets and guests.
8. Camper, together with Camper's children, pets and guests, shall abide by all rules and regulations of Calef Lake Campground, whether oral or in writing. Calef Lake Campground shall have the right to terminate this Agreement and require Camper (together with any children and guests) to vacate the Site upon 24 hours notice for failure to comply with any part of this Agreement or the Rules and Regulations of Calef Lake Campground whether oral or in writing. Should this Agreement be terminated and Camper be required to vacate the campground for a breach of any of the above mentioned conditions, then the amount paid by the Camper shall not be refunded, but may be applied to any damages incurred by Calef Lake Campground as a result of Camper's violation. Should the Camper (or Camper's children or guests) refuse to leave the campground premises after being given notice to do so, Calef Lake Campground reserves the right to remove the Camper's equipment from the Site and Camper shall be responsible for any and all expense incurred by Calef Lake Campground in doing so.
9. This Agreement is not transferrable without written permission of Calef Lake Campground.
10. This Agreement shall be governed by and construed in accordance with the laws of the State of New Hampshire.
11. In the event of any breach, the terms of this Agreement, the breaching party agrees to pay all reasonable attorney's fees and costs of the non-breaching party.
12. In addition to the terms and conditions contained herein, Camper recognizes that Use and Occupancy of the Calef Lake Campground is also subject to all Rules and Regulations of the Calef Lake Campground and those terms and conditions contained in the Waiver of Liability and Indemnification Agreement executed herewith.

Upon site reservation and payment of the associated fee, Camper acknowledges their understanding of and agreement to this Use and Occupancy Agreement.