

APPLE CANYON LAKE PROPERTY OWNERS ASSOCIATION

2023 ANNUAL CAMPSITE LICENSE

Licensor: Apple Canyon Lake Property Owners Association (“ACL”)

Licensee: Name: _____ Lot #: _____

Mailing Address: _____

Daytime Phone: _____ Email: _____

This agreement effective as of January 1, 2023 through December 31, 2023, between Apple Canyon Lake Property Owners Association (hereinafter referred to as “ACL”) and _____ (hereinafter referred to as “Camper Owner” or “Licensee”). This Campsite License supersedes all prior agreements between ACL and Licensee.

ACL grants to Camper Owner, and Camper Owner accepts from ACL, a revocable Campsite license for the Campsite space known as Association Campsite # _____ subject to the following terms and conditions.

1. **DEFINITIONS:**

A. **Non-Transferable Site (NT).** All Campsites are subject to all Governing Documents of ACL including Rules and Regulations and Operational Programs and Procedures, violation of which may lead to revocation of this License and forfeiture of any rights granted hereunder. All Seasonal Campsites are transferable only to another ACL property concurrently owned by the same Property Owner. Campsite Licenses may not be transferred to another property owner or with the sale of a lot. Upon the sale of the lot, the Campsite License agreement will automatically and immediately terminate.

2. **ANNUAL LICENSE FEES:**

Camper Owners shall pay ACL for the use of the site space the sum of \$840 for the Camping season which shall commence on January 1, 2023 and end on December 31, 2023. This License Fee of \$840 shall be payable on or before the first day of March of each year. The License Fee of \$840 shall be payable on or before the first day of March, 2023. The License fee is non-refundable.

3. **REVOCAION OF SITE LICENSE, LOSS OF PRIVILEGES AND CONSEQUENCES FOR NON-PAYMENT/NON-COMPLIANCE:**

Campsite Licenses are subject to revocation for violations of Governing Documents of ACL including Rules and Regulations and Operational Programs and Procedures, for failure to pay dues and fees owed the Association, failure to pay annual Site license fee and failure to submit a fully completed annual Campsite License Agreement by the due date each and every year. All Campsite license fees and completed Licenses are due each and every year on **March 1**. All Campsite license fees and completed Licenses shall be payable on or before the first day of March, 2023. Campsite License holders who pay their license fee and submit their annual Campsite License Agreement between **March 2 and March 15** shall be assessed a \$100 late fee. Campsite License holders who have not paid and/or submitted their completed License by **March 1** shall be mailed a Priority Mail letter containing a warning that use of their Campsite shall be forfeited and any previously granted license will be revoked if the annual fee

plus late fees and/or completed License are not received by March 15. **ALL CAMPSITE LICENSE HOLDERS NOT PAYING THEIR ANNUAL FEE AND ANY APPLICABLE LATE FEES AND/OR NOT RETURNING THEIR COMPLETED ANNUAL CAMPSITE LICENSE ON, OR BEFORE, MARCH 15 SHALL FORFEIT THEIR CAMPSITE(S) TO ACL, ANY PREVIOUSLY GRANTED LICENSE WILL BE REVOKED, AND THE SITE SHALL BE ASSIGNED TO ANOTHER ACL LOT OWNER.** See #7 below for requirements to complete the License.

4. **LIMITATION OF ACL LIABILITY:**

Licensee acknowledges that he or she has inspected the Campsite and is satisfied that the campsite space is adequate for safe parking of his or her Camper. This agreement is not a bailment of the Camper Owner's Camper but a license to occupy a site and ACL's liability is limited to supervision and maintenance of the sites. ACL assumes no additional responsibility.

5. **DAMAGE TO ACL PROPERTY:**

If any damage to ACL property is caused by the act or neglect of the Camper Owner, his or her agents, guests or employees, or anyone operating the Camper described herein, ACL may, at its option, repair such damage and Camper Owner shall thereupon reimburse ACL for the total cost of such damage.

6. **TRANSFER, ASSIGNMENT AND SUBLETTING:**

Campsite License rights hereunder may not be transferred or assigned except as provided for herein and in accordance with ACL Governing Documents including Operational Programs and Procedures and Rules and Regulations.

7. **RULES AND REGULATIONS:**

Lot Owner/Campsite Licensee acknowledges that he/she has received and read the Association's Governing Documents including ACL Rules and Regulations and Operational Programs and Procedures. These Documents, Rules and Regulations, and Operational Programs and Procedures may be changed or amended from time-to-time. Lot Owner/Site Licensee agrees to abide by said Documents, Rules and Regulations, and Operational Programs and Procedures and understands that violations of same could lead to forfeiture of the Campsite and revocation of any license previously granted.

Lot Owner/Campsite Licensee agrees that any dues and fees owing ACL (including but not limited to annual dues, OARF(s), trash fees, outstanding fines or special assessments) must be paid on all lots owned by all owners, designated members or occupants associated with all their properties as a condition to ACL accepting Lot Owner's Campsite License and the failure to pay such amounts may lead to forfeiture of a Campsite and revocation of any previously granted license.

Lot Owner must register a Camper to the licensed Campsite each year, except that an Owner newly assigned an ACLPOA Campsite will have until March 1 of the following year to register a Camper to the Campsite. All camping units registered to a seasonal site must be owned by a property owner.

Lot Owner must provide the ACL office with proof of current State Registration or Title and proof of liability insurance with a minimum of \$500,000 in liability coverage per occurrence. A current State Recreational Vehicle Registration must be provided if the camper is transported to/from the Campground. A current State Recreational Vehicle Registration or Title will be accepted if Camper Storage fee is paid. The Camper Storage fee must be paid by March 1 if only a Title is provided. If the owner chooses not to store the camper at the Campground over winter, the camper must be removed prior to the Campground closing date and the Camper Storage fee will be refunded after a current State Recreational Vehicle Registration is provided. Acceptable proof of liability insurance documents must meet the following the requirements: the policyholder/named insured is the property owner of record; the insured camping unit must be described, and the policy term expiration date and liability coverage amounts must be listed. Continuous until cancelled policies will not be accepted. **ALL CAMPSITE LICENSE HOLDERS FAILING TO SUPPLY PROOF OF CAMPER INSURANCE AND**

PROOF OF CURRENT STATE RECREATIONAL VEHICLE REGISTRATION OR TITLE, AS DEFINED IN THE ACL RULES & REGULATIONS, ON, OR BEFORE, MARCH 1 SHALL NOT BE IN COMPLIANCE WITH THE ANNUAL CAMPSITE LICENSE AND THE LICENSE SHALL BE DEEMED INCOMPLETE AND SHALL BE SUBJECT TO REVOCATION.

8. **TERMINATION:**

On the sale of an ACL lot with accompanying Non-Transferable Campsite rights, this agreement shall automatically and immediately terminate. The Campsite License shall forthwith be reassigned to another ACL lot owner at ACL's sole discretion and in accordance with applicable rules and regulations. (In accordance with ACLPOA's Operational Programs and Procedures, Long-Term Campsite Transfers, a Non-Transferable Site can be transferred to another lot concurrently owned by the same owner.)

9. **REMOVAL OF CAMPER ON TERMINATION:**

On termination of this agreement, Camper Owner shall immediately remove the Camper from the campsite and shall remove all other of his/her personal property. Should ACL deem it necessary to move the Camper and personal property, it will be at Camper Owner's expense. If Camper Owner fails to remove the Camper within three (3) days after termination of this agreement and/or revocation of the license, Camper Owner agrees that ACL may cause (but is not required) the Camper to be removed, together with any personal property located on or about the Camper to a storage location of ACL's choice, and Camper Owner shall pay or reimburse to ACL all costs incurred or charged by ACL and any third party by reason of such removal. Camper Owner agrees that ACL, its officers, directors, agents and employees shall have no liability to Camper Owner or to any other person for any loss or damage resulting from any such removal of Camper or failure to remove such Camper, whether occurring by negligence or otherwise, and Camper Owner waives any rights against all such persons and entities by reason of such removal.

LICENSOR:

LICENSEE(S)/CAMPER OWNER(S):

APPLE CANYON LAKE PROPERTY OWNERS ASSOCIATION

By: _____
Jen Callaghan, General Manager

By: _____

By: _____