

SMOKEY HOLLOW CAMPGROUND

AGREEMENT FOR SELLING A CAMPING UNIT ON SITE FOR 2023 SEASON

Parties

This Agreement is made by and between the Smokey Hollow Campground (called "Campground" in this Agreement) and _____ (called the "Campers" in this Agreement).

Agreement

The Campground agrees to assist the Camper in selling the Camping Unit described in this Agreement, subject to the terms and conditions stated in this agreement. Camper acknowledges that the Campground will not permit the Camping Unit to remain on the Campground premises unless the sale complies fully with the conditions of this Agreement. The Camping Unit may not be advertised or offered for sale, if it is located on the premises of the Campground, until the Campground has authorized the Camper to sell the Camping Unit under the terms of this Agreement.

Property Involved

This agreement concerns a camping unit which is described as follows:

Brand: _____ Model: _____ Year: _____

VIN: _____ Site # _____ Price: _____

Other personal property (decks, porches, sheds, etc.) located on the property which is included:

Conditions On Sale

Campground approval. No agreement for selling a camping unit and site may be made unless the proposed buyer has applied for approval from the Campground. The Campground will work with the buyer to approve the sale. Campground is under no obligation to approve a prospective buyer.

Unit must be inspected by campground. Prior to the unit being advertised, the Camper shall permit the Campground to inspect the Camping Unit. The purpose of the inspection is to determine that the Camping Unit is in adequate condition to remain on the Campground after it is sold. Campground may require the Camper to clean and or repair the Camping Unit to conform to the Campground's standards of suitability, prior to the Camping Unit being marketed. (See Season Agreement for Conditions)

Site must conform to campground standards. No Camping Unit will be authorized for marketing until the site fully complies with Campground rules and local codes and all bills paid in full.

The Campground will show a Camping Unit to a prospective buyer but not represent the Camper, or in any way act as an intermediary in the sale transaction. The Campground will make no representations as to the Camping Unit.

Final transactions of sale will take place at the campground office with campground, seller and buyer at a predetermined time.

The Campground has first right of refusal.

Campground To Be Informed

All persons who come to the Campground to view the Camping Unit shall registered as visitors to the Campground through the Campground’s ordinary registration process. All visitors are responsible for complying with Campground rules.

Fee For Services Provided by Campground

The Campground will devote substantial staff time to assisting campers in the sale of a camping unit. To compensate the Campground, the Camper agrees to show the Campground a copy of the title transfer application filed with the State of Wisconsin. Camper shall pay the Campground two percent (2.0 %) of the gross sale price. The Campground can have a lien against the Camping Unit equal to ten percent (10.0 %) of the actual sales price of the Camping Unit. The fee charged under this section is a reimbursement for costs incurred which cannot easily be calculated and is not a brokerage fee.

Breach Of Agreement

In the event that Camper breaches this Agreement, Campground has all rights and remedies against Camper under the Seasonal Camping Agreement. Further, any purchaser who participates in breach of this Agreement shall forfeit the privilege of placing the Camping Unit on the Campground premises and remove the Camping Unit within 10 days of notice by the Campground. Should it be necessary to enforce the provisions of this Agreement, the Campground shall recover its attorney’s fees and costs.

General Contract Terms

This Agreement is the only agreement between the parties. No oral statements or representations by either party are enforceable. This Agreement integrates and includes all terms and conditions discussed and negotiated by the parties. This agreement may be waived, amended or modified only by a written modification signed by both parties. This Agreement is to be interpreted under the Laws of Wisconsin. If there are judicial proceedings under this Agreement, they shall be conducted in the County in which the Campground is located. This Agreement is effective as of the date it is signed below.

SELLER:

BUYER:

Date: _____

Date: _____

Print Name: _____

Print Name: _____

CAMPGROUND:

Date: _____

Print Name: _____