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**OVERNIGHT CAMPING AGREEMENT**

CHECK-IN DATE : \_\_\_\_\_ SPACE # : \_\_\_\_\_  
CHECK-OUT DATE : \_\_\_\_\_ RATE : \_\_\_\_\_  
# OF NIGHTS : \_\_\_\_\_ CHARGE : \_\_\_\_\_

GUESTS : \_\_\_\_\_  
Name \_\_\_\_\_ Name \_\_\_\_\_  
Address \_\_\_\_\_ Address \_\_\_\_\_  
Telephone No. \_\_\_\_\_ Telephone No. \_\_\_\_\_  
Email Address \_\_\_\_\_ Email Address \_\_\_\_\_

**RECITALS:**

A. Lazy Acres Motel and RV Park (the “**Park**”) is the owner of the real property located at 1550 2<sup>nd</sup> Avenue Space # \_\_\_\_, Gold Hill, Jackson County, Oregon (the “**Premises**”). The Park desires to allow Guests to stay at the Premises on the terms and conditions stated in this Overnight Camping Agreement (this “**Agreement**”).

B. Guests would like to reserve the Premises for camping in their recreational vehicle for the period of time described above on the terms and conditions stated in this Agreement.

**SECTION 1. RESERVATIONS**

- 1.1 Payment. Guests must pay in full the charge for their reservation at or prior to the Check-In Date described above. Guests must pay with a credit card. A non-refundable \$8 reservation fee is charged for each site reserved.
- 1.2 Cancellations. Cancellations made prior to 72 hours of arrival date will receive a full refund minus the \$8 reservation fee. Reservations canceled with less than 72-hours notice will forfeit the first nights stay as well as the reservation fee. Cancellations for a one-night reservation with less than 72 hours notice will forfeit the entire amount paid.
- 1.3 Check-In. Guests may not check-in prior to 1 p.m. on the Check-In Date.
- 1.4 Check-Out. Guests must check out at or before 11 a.m. on the Check-Out Date.
- 1.5 Late Checkout. Guests shall pay an additional charge of five dollars (\$5.00) per hour for checking out after 11 a.m. on the Check-Out Date.

## SECTION 2. RULES AND REGULATIONS

The Park's Rules and Regulations are attached hereto as an exhibit and are made part of this Agreement by reference as if fully set forth herein. Guests agree to abide by all of the Park's Rules and Regulations. The Park may immediately terminate this Agreement and require that Guests immediately vacate the Premises if Guests fail to follow the Rules and Regulations.

## SECTION 3. LIABILITY TO THIRD PERSONS

Guests shall indemnify, defend, and hold the Park harmless for any claim, injury, loss, or liability arising out of or related to any of Guests' activities on the Premises and any person who comes on the Premises at the invitation or with the acquiescence of Guests. Guests' duty to indemnify shall not apply to or prevent any claim by Guests against the Park for injury or damage to Guests or Guests' property for which the Park may be liable.

## SECTION 4. DAMAGE, INJURY, AND DESTRUCTION

The Park is in the Rogue Valley, which is known for wildfires, and next to the Rogue River. Guests shall be responsible for moving their property in the event of a flood, wildfire, or other natural disaster. The Park shall not be responsible for any damage, injury, loss by accident, or destruction to Guests, Guests' guests, or Guests' property for theft, criminal activity, fire, flood, earthquake, power surge, gas leakage, or other casualty unless such loss is the result of The Park's willful misconduct or negligence.

## SECTION 5. MISCELLANEOUS

5.1 Not Tenants. Guests agree that they are not "tenants" for purposes of Chapter 90 of the Oregon Revised Statutes and are not entitled to any of the protections or remedies provided to tenants by that chapter.

5.2 Severability. If any provision of this Agreement is deemed to be invalid or unenforceable in any respect for any reason, the validity and enforceability of such provision in any other respect and of the remaining provisions of this Agreement will not be impaired in any way.

5.3 Interpretation. In this Agreement, the singular includes the plural and the plural the singular; words importing any gender include other genders; and references to statutes are to be construed as including all statutory provisions consolidating, amending or replacing the statute referred. Section headings in this Agreement are included for convenience of reference only and shall not constitute a part of this Agreement for any other purpose.

5.4 Nonwaiver. Waiver by either party of strict performance of any provision of this agreement, including acceptance by The Park of late payment of Rent, shall not be a waiver of or prejudice the party's right to require strict performance of the same provision in the future or of any other provisions.

5.5 Attorney Fees. If suit or action is instituted, or an appeal taken therefrom, in connection with any controversy arising out of this agreement, the prevailing party shall be entitled to recover in addition to costs such sum as the court may adjudge reasonable as attorney fees.

5.6 Prior Agreements. This document is the entire, final, and complete agreement of the

parties pertaining to this agreement and supersedes and replaces all written and oral agreements heretofore made or existing by and between the parties or their representatives insofar as this Agreement or the Premises are concerned.

5.7 Modification. Except as otherwise provided by applicable law, no modification of this Agreement shall be valid unless in writing and signed by the parties hereto.

5.8 Joint and Several Liability. Each Guest is jointly and severally liable for Guests' duties and obligations under this Agreement.

5.9 Guests' Acknowledgment. Guests hereby acknowledge that Guests have read and received a copy of this Agreement and the Park's Rules and Regulations.

The parties have executed this Agreement as of the date first written above.

THE PARK :

\_\_\_\_\_  
Manager

\_\_\_\_\_  
Date

GUESTS:

\_\_\_\_\_

\_\_\_\_\_  
Date

\_\_\_\_\_

\_\_\_\_\_  
Date

\_\_\_\_\_

\_\_\_\_\_  
Date