



**SEASONAL CAMPSITE PERMIT
PERCH LAKE CAMPGROUND
2025**

THIS AGREEMENT, made and entered into on the date indicated below by and between Langlade County, State of Wisconsin, a municipal corporation existing by and under the authority of the laws of the State of Wisconsin, hereinafter referred to as “County”, and _____, hereinafter referred to as “SEASONAL CAMPER”.

Not A Lease. This Agreement is a contract which is binding on both the County and the Camper. **This Agreement is not a lease of real estate. The Camper is not a tenant.** This Agreement is, for legal purposes, a license to use the property of the County on the conditions which are stated in this Agreement.

1) **Permitted Premises.** Campsite # _____ and the area within 20 feet of parking pad of that campsite at Perch Lake Campground, N10571 Clear Lake Rd, Elcho, WI 54428

2) **Permit Term.** The term of this Permit shall be from **May 15th**, _____ **through October 1th** _____.

- Upon expiration or termination of this Agreement, Camper shall quietly and peacefully return the site to as good a condition as it was upon commencement of this Agreement, ordinary wear and tear excepted.
- On or before the expiration or termination of this Agreement, Camper shall remove any and all of its personal property from the Campsite including the Camping Unit. If Camper shall fail to timely remove from the Campsite any and all of its personal property, Campground shall have the right to remove said personal property from the Campsite, with a lien upon said personal property for the actual and reasonable costs of removal and costs of storage which shall be not less than \$50.00 per day. Campground shall not be liable for any damage incurred in moving said personal property and camping unit, nor for the safekeeping of same. If Camper remains in possession of the Campsite after the expiration or termination of this Agreement, all items shall be removed from the campsite as per the conditions and fees in this clause.

3) **Permit fees.** Permit fees shall be \$2,500 plus sales tax, credit card fee and reservation fee as paid through the online reservation system. The Permittee agrees to execute this campsite permit within 15 days of making on-line reservations for the seasonal site. Permittee further agrees that once paid on-line, no cash refunds will be made. Cancellations made more than 7 days prior to occupancy will result in a credit code for use within one year, **no cash refunds will be made. Any occupancy will result in County retention of full payment, no partial reservations shall be made for any reason.**

4) **Campsite Deposit.**

- Campers shall pay, in full upon execution of this Agreement, **a campsite deposit of \$500.00**, which such “Campsite Deposit” shall be subject to the following terms and conditions:
- Said campsite deposit shall be held as security for the prompt, full and faithful



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- performance by Camper of each and every provision of this Agreement.
- The County is not required to hold the Campsite Deposit in any special or trust account, but may commingle the Campsite Deposit with other funds of the County. No interest shall be paid to the Camper on the Campsite Deposit.
 - If the Camper fails to perform any of its obligations under this Agreement, County may (but shall not be obligated to) apply part or all of the Campsite Deposit to cover:
 - Any sum expended by the County on Camper’s behalf in accordance with the provisions of this Agreement
 - The Campground’s application of the Campsite Deposit shall not prevent the Campground from exercising any or all of its rights and remedies provided in this Agreement, at law or inequity.
 - If the County applies the Campsite Deposit for any of the above purposes, Camper shall pay additional funds to the County to restore the Campsite Deposit to its original amount within ten (10) days of the County’s written demand.
 - Provided that the Camper meets all its obligations under this Agreement, the County shall return the Campsite Deposit upon the later of:
 - the expiration or termination of this Agreement,
 - Camper’s surrender of the Campsite in accordance with this Agreement, or
 - Camper’s timely payment of all amounts due under this Agreement

5) **Termination.** This Permit shall expire at the end of each Permit term and future reservations of each site will be open to other users on a first-come-first-served basis. Upon termination of this Permit, Permittee will be required to surrender the premises in its original condition and remove any and all personal property.

6) **Conditions of Site**

- Camper has had an opportunity to inspect the Site. Camper has determined that the Site is suitable for the Camper’s Camping Unit and accepts the Site in an **“AS-IS”, “WHERE-IS” condition** with all faults.
- Camper acknowledges and agrees that the County has made no representations or warranties, written or oral, express or implied, concerning the Campsite.
- Camper shall keep the Campsite and any and all personal property located thereon in a state of cleanliness and healthy sanitation and shall, at all times, comply with all governmental laws, statutes, ordinances, rules, regulations or requirements now or hereafter in force relating to or affecting the condition, use or occupancy of the Campsite including but not limited to, the ordinances and regulations of the Township of Elcho, Langlade County, Langlade County Forestry, Parks and Recreation Ordinance, the State of Wisconsin, the United States and any authorized agency of said governmental bodies.
- Camper shall be responsible for the maintenance and repair of any and all personal property (including the Camping Unit) located upon the Campsite and for the maintenance of the Campsite.
- In the event Camper fails to keep the site properly maintained (mow, weed eat, trash, clutter) County may give Camper notice of the deficiency (mail, email, phone) and 10



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days to fulfill Camper's obligations. If such maintenance is not performed within such time, then County may, but shall have no obligation to, perform such maintenance and the Camper shall pay the following maintenance fees: Rubbish and Trash Removal: \$80 per incident; Lawn Care: \$80 per incident; Boat/trailer/ vehicle removal/storage: \$20 per incident, or terminate this permit and require permittee to vacate the premises with no refund of permit fees.

7) **Permitted Use of Premises.** Permittee is permitted, during the term of this permit, to use the above described property only for the purpose of recreational camping unit and storage one camping unit when the Permittee is not present.

8) **Restricted Use of Premises.**

- Except for a portable cooking grill, no outdoor storage of items is allowed when permittee is not present on site.
- When permittee is not present, storage of any items not being used directly must be contained within camping unit.
- No construction material, household appliances or any type, or uncut firewood shall be left outside on the premises. All firewood shall be neatly stacked and out of view to the greatest extent possible.
- No construction or positioning of decks, storage buildings or external structures shall be completed on the premises.
- Other than grill and griddle use, no external propane tanks shall on the premises for heating supplies.
- Permittee shall not store hazardous material on the premises.

9) **Electricity (if Available)**

- Each Camping Unit is to be plugged only into the campground electric box that is located on Camper's Campsite.
- The electric meters will be read on a Bi-Annual basis and Camper will have a credit card on file in which to pay the electric usage fee along with the meter fee. County shall provide an invoice to Camper at the above email address setting forth the amount owed. If fee is not timely paid by the date provided on the invoice, electricity to the Camping Unit will be disconnected by the County. Electricity will be paid 48 hours of invoice. When electricity is disconnected due to non-payment or in arrears, it will result in a voided agreement and require permittee to vacate the premises with no refund of permit fees. County will seek any and all legal remedies to recover electrical costs not paid by permittee.
- All electrical fees must be paid up to date, prior to the removal of the Camping Unit from the premises.
- No generators may be used except during utility power outages.



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10) **Sublease/Assignment/Vacation of Campsite**

- Any sale or early removal of Camping Unit from the Site, without prior written notice to the County, will immediately VOID this Agreement, no refund or proration of the Permit Fee will be made and Camper shall have no further rights or interests with regard to the Site after the date of such unauthorized removal. Camper and County agree and acknowledge that the County may immediately attempt to fill the Site following the voiding of this Agreement.
- Any attempt by Camper to assign this Agreement or substitute another person as camper of the Campsite shall be null, void and of no effect, unless Camper first obtains the written consent of the County (which must be obtained each time Camper seeks to assign or substitute another user of the Campsite), which such consent shall be in the Campground's sole discretion.
- In the event that Camper removes the Camping Unit from the Site without intent to return to Site (provided in writing to the County) with another comparable Camping Unit without prior authorization from the County, this Agreement will terminate on the date that the Camping Unit is removed, no refund or proration of the Permit Fee will be made and Camper shall have no further rights or interests with regard to the Site after the date of such unauthorized removal. Camper and County agree and acknowledge that the County may immediately attempt to fill the Site following the voiding of this Agreement

11) **Campground Rules.** Permittee and permittee guest are bound to all rules as published or posted for any campground use with no special considerations under this permit.

12) **Access to Permitted Premises.** The permitted premises may be accessed by the Permittee only at times approved by the County. Permittee understands and agrees that any property stored on the permitted premises may be accessible to the general public during times that the Permittee is not present and that the County retains no liability for damage or theft caused by others.

13) **Laws and Regulations.** The Permittee agrees to observe and obey during the term of this Permit all laws, ordinances, rules and regulations promulgated and enforced by the County, and by other proper authority having jurisdiction over the activities described in this Permit.

14) **Risk of Loss.** Permittee agrees that while Permittee's personal property is located on the Premises the County shall not be liable for any damage to the personal property. Permittee acknowledges that the personal property is not covered by the County's insurance and all risks relating to the presence of Permittee's property on the Fairgrounds shall be borne by the Permittee.

15) **Indemnification and Hold Harmless.** The Permittee agrees to indemnify and hold the County harmless from loss from each and every claim and demand of whatever nature made upon the behalf of or by any person or persons for any wrongful act or omission on the part of the



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Permittee, their agents or employees, and from all loss or damages by reason of such acts or omissions. Permittee agrees that County shall not be responsible or liable for any restrictions to the use and enjoyment of the permitted premises due to forces outside the control of the County (such as: acts of war, declared state of emergencies, federal or state regulations, natural disasters, etc.). Permittee further covenants and agrees to pay and discharge all reasonable costs, attorney's fees and expenses that shall be made and incurred by County in enforcing the covenants and agreements of this Permit.

16) **Limitation of Liability.** IN NO EVENT SHALL COUNTY, LANGLADE COUNTY, ITS OFFICERS, EMPLOYEES AND AGENTS BE LIABLE FOR PERSONAL INJURY OR PROPERTY DAMAGE OR ANY OTHER SPECIAL, INDIRECT OR CONSEQUENTIAL DAMAGES, OF ANY KIND IN THE EVENT OF A BREACH OR FAILURE TO PERFORM ANY OBLIGATION UNDE THIS AGREEMENT AND THE LESSES'S EXCLUSIVE REMEDY SHALL BE LIMITED TO A RETURN OF FEES PAID UNDER THIS AGREEMENT.

17) **Permittee Insurance and Liability.** It is the responsibility of Permittee to maintain insurance coverage for all personal property stored within the premises subject to this Permit. **Permittee shall file proof of insurance with County.** Permittee shall be responsible for any damage to the permitted premises attributed to the acts and/or omission of Permittee or its guests, invitees or agents. Permittee shall not alter the permitted premises in any way.

18) **Maintenance of Permitted Premises.** County will maintain the Livestock Pavilion which houses the permitted premises in a good and safe condition for the purposes described in this Permit.

19) **County's Right of Entry.** The County reserves the right to enter upon the permitted premises at any time. Permittee grants County the right to relocate the stored equipment to another area of the Fairgrounds in case of emergency or as may be necessary in order to assist Permittee in reclaiming stored equipment.

20) **Permit Transfer Prohibited.** The Permittee may not, at any time during the time of this Permit, assign or transfer this Permit or any interest contained, without the consent of the County.

21) **Abandonment of Property.** By entering into this Agreement, Permittee waives any statutory procedures that may apply to the disposal of Permittee's property including but not limited to Sec. 704.90, Wis. Stats. If Permittee fails to remove property thirty (30) days after the effective date of expiration or termination of this Permit, then Permittee understands and agrees that such property will be deemed abandoned with full and complete title to said property vesting in County. Permittee further agrees that County may dispose of any property deemed abandoned by Permittee in any manner as may be determined solely by the County.

22) **Entire Agreement.** This Agreement represents all the promises and covenants by and between the parties and any revisions to this Agreement require the separate written



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acknowledge of both parties.

THIS AGREEMENT shall take effect upon this _____ day of _____, 2025

PERMITEE: _____

Address: _____

Phone: _____

EMAIL: _____

Type of Unit: _____ (ONE UNIT per Contract)

Brand Name of Unit: _____

Color: _____

License Plate/Serial Number: _____

Insurance Policy #: _____

Signed: _____

Signed: _____

Forestry, Parks and Recreation Administrator