

Camper License Agreement

This Camper License Agreement (this “**Agreement**”) is entered into on the Signing Date (defined below) by and between Licensee (defined below) and PM RV RENTALS LLC, a Michigan limited liability company (“**Licensor**”). Licensee and Licensor may be referred to herein, individually or collectively as a “**Party**” or the “**Parties**.”

Recitals

- A. Licensor is the owner of recreational vehicles and campers which are located at 82 Maple Street, Manistee, MI 49660 (the “**Property**”).
- B. Licensee has selected the Unit (defined below) and wishes to purchase a license to stay in the Unit from the Start Date (defined below) until the End Date (defined below) according to the terms set forth herein.

Agreement

Therefore, for consideration given and received, the sufficiency of which is acknowledged, the Parties agree as follows:

1. **Terms & Definitions.** All capitalized terms not otherwise explicitly defined herein shall have the meanings given to them by the terms sheet and application completed by Licensee on the following website, which are incorporated herein: <https://www.puremichiganrvrentals.com/rental-agreement>.
2. **License.** From the Start Date until the End Date (the “**Term**”), subject to any termination right explicitly given hereunder, Licensor hereby grants Licensee an exclusive license for use of the Unit and the Camp Site and reasonable use all personal property in the Unit and on the Camp Site (the “**License**”). Licensor shall retain all title and ownership in the Unit and Camp Site and no real estate interest is being conveyed by this Agreement. Notwithstanding that Licensee is obligated to leave the Unit and Camp Site and turn over possession to Licensor on the End Date, if Licensee fails to do so, Licensee shall owe to Licensor an amount equal to two times the daily rate applicable during the Term for each day after the End Date until Licensee delivers possession to Licensor.
3. **Deposit.** Licensee shall submit to Licensor on the Signing Date a Five Hundred and 00/100 Dollar (\$500.00) (the “**Deposit**”). The Deposit shall be held by Licensor until the earlier of the date this Agreement is terminated or two (2) days after the End Date. If this Agreement is not terminated, the Deposit may be used to repay and reimburse Licensor for any harm or damage to the Unit or the Camp Site which is above ordinary wear and tear and which was caused by Licensee or its invitees, agents, family, or guests. If Licensor incurs any damages, costs, losses, or harm as a result of Licensees presence on the Property, Licensor may use the Deposit to remedy such harm, damage or loss. If this Agreement is terminated as a result of a breach by Licensee, Licensor shall keep the entire Deposit. The balance of the Deposit which is not remitted to Licensor hereunder shall be returned to Licensee by mail to the address provided by Licensee or through other means as agreed by the Parties.

4. **Payment.** Licensee shall pay the License Fee for the License. One-half (50%) of the License Fee shall be paid on the Signing Date together with execution of this Agreement, with the balance due at least fourteen (14) days prior to the Start Date. If Licensee fails to make payments as required by this Agreement, subject to the cancellation rights in Section 5, the License shall not be given to Licensee, but Licensee shall remain liable for payment of the full License Fee.

5. **Cancellation.** If Licensee provides written notice to Licensors more than thirty (30) days prior to the Start Date that Licensee wishes to terminate and cancel this Agreement, Licensors shall retain the Deposit, all additional amounts shall be refunded to Licensee, and this Agreement shall terminate with no further liability to either Party based on this Agreement. If Licensee provides written notice to Licensors on or after the date which is thirty (30) days prior to the Start Date, but prior to the date which is fourteen (14) days prior to the Start Date, that Licensee wishes to terminate and cancel this Agreement, Licensors shall retain the Deposit and the fifty percent (50%) of the License Fee submitted by Licensee, and this Agreement shall terminate with no further liability to either Party based on this Agreement. At any point after the date which is fourteen (14) days prior to the Start Date, this Agreement may not be terminated and Licensee shall be liable for full payment of the License Fee.

6. **Unit Condition & Maintenance.** Licensee shall immediately inspect the Unit and the Camp Site on the Start Date. If Licensee takes possession of the Unit and Camp Site without objecting in writing to any defect or adverse condition thereon, Licensee shall be deemed to have inspected the Unit and Camp Site and to have elected to accept the Unit and Camp Site in their condition, AS IS and with all faults. Unless Licensee objects in writing on the Start Date, no discount or refund shall be given based on the condition of the Unit or Camp Site. Except for ordinary wear and tear, Licensee shall maintain the Unit in good repair, condition, and working order, and shall notify Licensors of any condition that constitutes or threatens damage to the Unit or Camp Site.

7. **No Warranties; Consequential Damages Excluded.**

a. **Disclaimer of Warranties.** Licensee acknowledges that: Licensors is not the manufacturer of the Unit nor the manufacturer's agent nor dealer therein; the Unit is of the size, design, capacity, description, and manufacturer selected by the Licensee; Licensee is satisfied that the Unit is suitable and fit for its purposes; and **LICENSORS HAS NOT MADE AND DOES NOT MAKE ANY WARRANTY OR REPRESENTATION WHATSOEVER, EITHER EXPRESS OR IMPLIED, AS TO THE FITNESS, CONDITION, CAPABILITY, DESIGN, OR OPERATION OF THE UNIT, ITS FITNESS FOR ANY PARTICULAR PURPOSE, THE QUALITY OR CAPACITY OF THE MATERIALS IN THE UNIT OR EQUIPMENT IN THE UNIT, LICENSORS'S TITLE TO THE UNIT, NOR ANY OTHER REPRESENTATION OR WARRANTY WHATSOEVER;** Licensors shall not be liable to Licensee for any loss, damage, or expense of any kind or nature caused, directly or indirectly, by the use of the Unit or the use or maintenance thereof, or the failure or operation thereof, or the repair, service or adjustments thereto, or by any delay or failure to provide any such maintenance, repairs, service or adjustment, or by any interruption of service or loss of use thereof, or for any loss of business however caused. Licensors shall not be liable for any consequential damages.

b. **Exclusion of Consequential Damages.** NOTWITHSTANDING ANYTHING TO THE CONTRARY CONTAINED IN THIS AGREEMENT, LICENSOR SHALL NOT, UNDER ANY CIRCUMSTANCES, BE LIABLE TO LICENSEE OR ANY THIRD PARTY, FOR CONSEQUENTIAL, INCIDENTAL, SPECIAL OR EXEMPLARY DAMAGES ARISING OUT OF OR RELATED TO THE TRANSACTION CONTEMPLATED HEREUNDER (WHETHER IN AN ACTION BASED ON CONTRACT, TORT, INCLUDING NEGLIGENCE OR STRICT LIABILITY) OR ANY OTHER LEGAL THEORY, INCLUDING, BUT NOT LIMITED TO, LOSS OF ANTICIPATED PROFITS, OR BENEFITS OR USE OR LOSS OF BUSINESS, EVEN IF LICENSOR IS APPRISED OF THE LIKELIHOOD OF SUCH DAMAGE OCCURRING. IT IS EXPRESSLY UNDERSTOOD AND AGREED THAT EACH AND EVERY PROVISION OF THIS AGREEMENT WHICH PROVIDES FOR A LIMITATION OF LIABILITY, DISCLAIMER OF WARRANTIES OR EXCLUSION OF DAMAGES, IS INTENDED BY THE PARTIES TO BE SEVERABLE FROM ANY OTHER PROVISION AND IS A SEPARABLE AND INDEPENDENT ELEMENT OF RISK, ALLOCATION AND IS INTENDED TO BE ENFORCED AS SUCH.

c. Any claim by any Party under this Agreement or related to the License shall be waived and barred if not brought within six (6) months after the End Date.

8. **No Agency.** Licensee acknowledges and agrees that neither the manufacturer, the supplier, nor any salesman, representative or other agent of the manufacturer or supplier is an agent of Licensor. No salesman, representative or agent of the manufacturer or supplier is authorized to waive or alter any term or condition of this Agreement, and no representation as to the Unit or Camp Site.

9. **Damage & Risk of Loss.** From the Start Date until the End Date, Licensee hereby assumes and shall bear the entire risk of loss for theft, damage, destruction or other injury to the Unit, from any and every cause whatsoever. **NO SUCH LOSS OR DAMAGE SHALL IMPAIR ANY OBLIGATION OF LICENSEE UNDER THIS LEASE WHICH SHALL CONTINUE IN FULL FORCE AND EFFECT.** To the highest extent allowed by law, Licensee releases Licensor, and its owners, agents, and employees from (a) all claims for loss of, or damage to, Licensee's personal property or that of any other person that was left or carried in or on the Unit, and (b) all claims for injury, including, without limitation, personal, bodily, or mental injury, economic loss or damage to Licensee and its, guest, unborn children, or relatives, whether or not the injury was caused by or related to the Unit, the Property, the Camp Site, Licensor, or other licensees or invitees.

10. **Licensor's Access to Unit.** Upon reasonable notice by Licensor, Licensee shall at any time and all times during business hours, grant Licensor free access to enter the Camp Site and/or the Unit and permit Licensor to inspect the Unit.

11. **Indemnification.** Licensee shall indemnify and hold harmless Licensor, and its owners, agents, employees, and officers, from and against any and all harms, damages, costs, liabilities, and diminutions in value (together "**Losses**") incurred by such parties which result from a breach of this Agreement, any negligence or intention misconduct by Licensee and/or its agents, invitees, or family, and/or illegal activity by Licensee, and/or its agents, invitees, or family. This provision shall survive termination of this Agreement.

12. **Termination by Licensor.** In the event of any breach by Licensee of this Agreement that causes or reasonably threatens substantial harm to the Unit, the Camp Site, or to any other persons or property on the Property, Licensee may elect to terminate this Agreement, at which time, Licensee shall leave the Property and forfeit the Deposit and the License Fee.

13. **Prohibited Uses.** Licensee shall be subject to the following prohibitions and obligations, any failure of which would be a material breach of this Agreement:

- a. Licensee shall not move or relocate the Unit.
- b. Licensee shall not access or walk on the roof of the Unit.
- c. Licensee shall not access or alter the internal mechanics or electrical systems on and in the Unit.
- d. Licensee shall not make any changes or alterations in or to the Unit except as permitted in writing by Licensor.
- e. Licensee shall not smoke any form of substance in the Unit.
- f. Licensee shall not allow pets in the Unit.
- g. Licensee shall be responsible for the awning and shall retract such awning in winds or other weather conditions that may damage it.
- h. Licensee shall be responsible for ensuring that no alcohol or other substances are consumed on the Camp Site or in the Unit in an excessive, illegal, or dangerous manner and that no person staying in the Unit or at the Camp Site operates a vehicle while under the influence.

14. **Miscellaneous Terms.**

a. In any action at law or in equity to enforce any of the provisions or rights under this Agreement, the unsuccessful Party of such litigation, as determined by the court in a final judgment or decree, shall pay the successful Party or Parties costs, expenses, and reasonable attorneys' fees incurred by such successful Party or Parties (including, without limitation, such costs, expenses, and fees on any appeals), and if such successful Party or Parties shall recover a judgment in any such action and proceeding, such costs, expenses, and attorneys' fees shall be included as part of such judgment. EACH PARTY WAIVES THE RIGHT TO A JURY TRIAL IN ANY ACTION ON OR CONCERNING THIS AGREEMENT. EACH PARTY ACKNOWLEDGES THAT SUCH WAIVER IS VOLUNTARY AND WITH FULL KNOWLEDGE OF THE RIGHT BEING RELINQUISHED. This provision shall survive termination of this Agreement.

b. This Agreement shall be governed by, and construed and enforced in accordance with, the laws of the State of Michigan.

c. No delay or failure by either Party to exercise any right or remedy against the other shall be construed as a waiver of that right or remedy. The waiver by either Party of a breach of any provision of this Agreement by the other Party shall not operate or be construed as a waiver of any subsequent breach by that Party. No waiver shall be valid unless in writing and signed by the Party giving the waiver.

d. Neither Party shall assign this Agreement or any of its rights or obligations hereunder, without the prior written consent of the other Party. Except as otherwise provided herein, all provisions of this Agreement shall be binding upon, inure to the benefit of, and be

enforceable by and against the respective heirs, executors, administrators, personal representatives, successors, and assigns of each of the Parties.

e. If performance of the Parties' respective obligations under this Agreement shall be prevented or interrupted due to causes outside of their reasonable control, the time for performance by the Party who is prohibited from performing its obligations hereunder shall be extended during the period of such interference for a commercially reasonable period of time.

f. This Agreement contains the entire agreement among the Parties and supersedes any prior understandings or agreements among them respecting the subject matter hereof. There are no representations, arrangements, understandings, or agreements, oral or written, between the Parties relating to the subject matter of this Agreement, except those fully expressed in this document or other documents executed contemporaneously with this Agreement. This agreement may be executed in any number of counterparts, all of which, when taken together, shall constitute one and the same agreement and each of which can stand alone as the original agreement. The terms of this Agreement may be amended or modified, but only if such amendment or modification is made in writing and signed by all Parties to this Agreement.

g. If any provision of this Agreement is adjudicated invalid or unenforceable, it shall be judicially amended to render the provision valid and enforceable, and to reflect, to the extent possible, the original intent of the Parties. If any provision of this Agreement is amended or stricken as a result of its invalidity or unenforceability, such amendment or deletion shall not affect the remaining provisions of this Agreement. The Parties have had the opportunity to obtain legal counsel with respect to their rights and obligations under this Agreement and have negotiated the terms of this Agreement. Therefore, the fact that the Agreement has been drafted by the legal counsel of one of the Parties shall not cause the Agreement to be construed more favorably for the other Party.