

1898 Airport Road Summersville, WV 26651 Phone: 1-877-686-6222 | 304-872-6222 Fax: 304-872-7907

## **STORAGE/CAMPER TRANSPORT AGREEMENT**

Mountain Lake Campground and Cabins (MLC), a West Virginia LLC, agrees to store the camper/boat described herein as a service to the Renter (you) named below, on the following conditions (please initial):

\_\_\_\_\_ A \$25 Late Storage Tow Reservation Fee will apply to storage requests for same day service after 3:00PM. Fee applies to reservation line calls and walk-in storage tows. MLC requires 24 hours' notice for storage requests.

\_\_\_\_\_ If you allow someone else to use or access your storage unit their name must be on your storage form. All storage fees due in addition to the regular camping fee must be paid before reservations accepted or check ins. No one is authorized to request your camper to be placed on site except you. MLC reserves the right to refuse use to any persons authorized by you for any reason (including but not limited to, if they do not meet the customary requirements of a camping customer of MLC). MLC is a family campground and single persons or children not accompanied by their parents or an acceptable chaperone will not be admitted to the Park without approval of the campground manager.

\_\_\_\_\_ You agree and authorize MLC to have any necessary tire repairs made and charged to your account and you agree to pay for such necessary repairs when checking in or upon receipt of a statement for tire repairs, whichever occurs first.

\_\_\_\_\_ During the peak season, it may be necessary to decline to accept storage requests if your storage reservations cannot be processed. Therefore, your calling early will be beneficial to you and will enable us to better plan for a more pleasant vacation for you and your family.

\_\_\_\_\_ While the unit is in storage, MLC shall have no liability for any loss or damage to the camper for any cause whatsoever; including, but not limited to: theft, fire, hail, windstorm, flood, the malicious or

negligent acts of third persons. It is an express condition of this agreement that you shall bear all risk of loss or damage to the unit from any cause. MLC urges you to carry adequate insurance on your unit for property damage (including, but not limited to: theft, fire, hail, windstorm, flood, the malicious or negligent acts of third persons). Failure to carry adequate insurance imposes no liability or obligation upon MLC.

\_\_\_\_\_ You (or your authorized guests) shall lock your camper and prepare it for return to storage so that it is locked and secure at the time that it is returned to storage. Camper must be completely unhooked and broken down (please check T.V. antenna) and ready to be returned to storage. Failure to do so will result in an additional charge of 1 night camping.

\_\_\_\_\_ In the event of legal action to enforce the rights of either MLC or renter under the terms of this agreement, the parties agree that the prevailing party in said legal proceeding shall be entitled to receive as additional damages any and all litigation expenses including, but not limited to, reasonable attorney's fees.

\_\_\_\_\_ You agree to notify MLC immediately of any changes of personal information including, but not limited to, change of address, phone number, or ownership of camper.

\_\_\_\_\_ In off-season, you understand you will have to schedule to get into storage due to varied store hours and weather.

\_\_\_\_\_ CHECK-OUT time is 12:00 PM and CHECK-IN time is 2:00 PM. If you have called scheduled and paid for a tow-on, every effort will be made to have your storage camper on site as soon as possible. However, MLC cannot guarantee that a storage camper will be on-site when you arrive. Storage campers cannot be placed on occupied sites until the camper checks out or until after the 12:00 PM check-out time. At this time, MLC is not equipped to tow 5th wheels.

\_\_\_\_\_ You understand your storage payments are due before the following dates: March 1, June 1, Sept 1, and Dec. 1 to avoid a late fee of \$25. You also understand you will not be able to access your unit or make reservations until your account is paid in full, and if you exceed 2 quarters owed, court proceedings will be started against you with additional expenses charged.

\_\_\_\_\_ You understand it is your responsibility to pay by above dates without being billed or notified by MLC.

\_\_\_\_\_ If you are due a refund, it will be mailed to you as soon as possible after you check out of storage. If you do not come in, sign the appropriate form, check out and remove old # sticker, you will lose any refund due.

You understand that you may request that MLC move your unit to/from storage to/from campsites. While MLC may provide this service when available, you understand that MLC is not responsible for any damage claims to person or property resulting from MLC moving your unit. You understand that you must have your own insurance for any such damage claims and you hereby agree to hold MLC harmless from any claims or causes of action in any way related to my requesting MLC to move your unit/camper/boat.

All late charges and storage fees must be paid in full when you check-in.

Date