

Property:  
Tract:  
County:  
State:  
Camp #:  
RLU #:

## CAMP SITE LICENSE AGREEMENT

This Camp Site License Agreement (this "Agreement") is made and entered into as of the Effective Date, as set forth below, by and between Licensor and the Licensee set forth below.

### ARTICLE 1 BASIC TERMS

Capitalized terms not otherwise defined in this Agreement shall have the following meanings:

**1.1. Effective Date:**

**1.2. Licensor:**

**1.3. Licensor's:** Orbis, Inc.

**Agent:** 8809 Lenox Pointe Drive, Suite B  
Charlotte, NC 28273  
Email: aurorarecreation@orbishuntlease.com  
Phone: (980) 430-6151

**1.4. Licensor's  
Consultant:**

**1.5. Licensee:**

Licensee is comprised of and organized by individuals listed in the membership directory designated in *Exhibit B*, and said term includes its agents, employees, invitees, guests, family, contractors of others making or claiming entitlement to use the Property pursuant to this Agreement.

**1.6. Property:** the property depicted on the map attached hereto as *Exhibit A*.

"Adjoining Land" includes all land whether owned by Licensor or not that adjoins the Property, which is within reasonable proximity to the Property and that Licensee either uses for recreational purposes or traverses in gaining access to the Property from public roads.

**1.7. License Fee:** XXX per year, payable to Licensor on or before XXX

**1.8. Term:** this Agreement shall commence on the Effective Date and expire on XXX.

## ARTICLE 2 GRANT AND RESERVATION OF RIGHTS

**2.1 Grant.** Licensor hereby grants Licensee the right to enter upon the Property, solely to occupy seasonal buildings and other improvements (the "Limited Purpose"), but for no other purpose. The rights that Licensor grants to Licensee hereunder shall constitute a mere license and shall not be construed as a sale, transfer, lease, profit, or other disposition of any interest in the Property. Licensee's exercise of any rights hereunder is permissive only and in no sense adverse to the title, ownership and possession of Licensor. Licensee shall not engage in any commercial activities on the Property, including receipt of compensation for guests staying there, and shall not engage in any use of the Property not specified herein without the prior written consent of Licensor, which may be withheld in Licensor's sole discretion.

**2.2 Access.** Licensor hereby licenses Licensee to enter upon other land owned by the Licensor for the purpose of gaining access to the Property by use of the access road as designated on Exhibit A (the "Access Road"). Licensee shall have the right to use Access Road while traveling to and from the Property, subject to the restrictions in Article 3. In addition, where applicable, Licensor hereby licenses Licensee to enter upon land of the State shown on Exhibit A for the purpose of gaining access to the Property. Any license payment received by Licensor is for the use of the Property only and is not to be construed as providing Licensee with any greater rights of access over the Adjoining Land or property of the State than is provided to the general public. Licensee agrees that it travels over the roads and land of Licensor and the roads and land of the State at Licensee's own risk. Licensee shall indemnify, hold harmless, defend and reimburse Licensor and the State from and against any and all claims, actions, suits, damages, liabilities, costs or expenses, including reasonable attorneys' fees, or any kind of nature whatsoever on account of injuries to or death of any person or damage to property arising out of travel of Licensee over the land of Licensor and the land of the State.

**2.3 Reservations.** Licensor reserves the right to enter and to otherwise use the Property at any time for any purpose, including, but not limited, to inventorying and harvesting trees, timber, pulpwood and other natural resources; carbon inventories; site tours; planting and caring for trees; site preparation and weed tree control; intermediate timber stand improvement; pest control; development and removal of infrastructure, oil, gas, mineral, gravel, renewables, carbon sequestration and storage, solar, wind and other resources; cutting fire lanes; road, stream, water body and trail maintenance; wildlife and ecological research; apiary and bird watching; bee keeping; protection of wildlife, historical and cultural resources; other silvicultural and fire prevention practices and any other commercial or non-commercial activities. In furtherance of the foregoing and notwithstanding anything to the contrary herein, Licensor and its affiliates' employees, personnel, lessees, licensees, agents, contractors, contract counterparties and other invitees, reserve and shall have the unrestricted right of ingress to and egress from the Property during the Term at any time and for any reason it may deem necessary or desirable, without violation of any of the rights granted herein. Licensor and guests designated by Licensor shall have the same privileges and rights to hunt, fish and trap on the Property as granted herein to the Licensee. Licensor reserves the absolute right to convey, sell or otherwise dispose of the Property, or any portion thereof or rights or interests therein, at any time during the term of this Agreement without the consent of Licensee or prior notice to Licensee, whereupon the rights granted Licensee hereunder shall be governed by the terms of Article 8 hereof. This Agreement does not confer upon Licensee the right to conduct any other activities on the Property, including

but not limited to, commercial recreational developments or facilities, commercial camping activities, commercial fishing rights, non-hunting and fishing related vehicular activities, grazing rights, agricultural rights, or any rights to timber, carbon, or minerals in or under said lands. Licensor grants to Licensee only such rights to the Property as Licensor may have, and it is specifically agreed and understood that this Agreement is without any warranty or representation whatsoever on the part of Licensor or any of its affiliates, as to the title or suitability to the purpose for which the same is granted, or otherwise. Notwithstanding anything in this Agreement to the contrary, Licensor shall have the right to inform and enlist the help of law enforcement with respect to any trespassing or other illegal activity on or around the Property.

**2.4 Working Forest.** Without limiting the generality of the foregoing, Licensee hereby acknowledges that: (a) Licensor is engaged in land management for a variety of commercial and recreational purposes including, but not limited to, the commercial growing and harvesting of wood fiber from its timberlands, including those timberlands adjacent to the Property; (b) the commercial growing and harvesting of wood fiber involves activities such as road and trail building, surveying, inventorying, precommercial thinning, spraying of both herbicides and insecticides, fertilization and commercial harvesting operations; (c) the above mentioned commercial forestry operations may involve the use of equipment including, without limitation, skidders, graders, trucks, bulldozers, airplanes, helicopters, delimiters and chainsaws; (d) the removal of wood fiber may involve the use of the road and/or trail network serving the Property; and, (e) the State is permitted to allow access by the public to and across Licensor's lands, except on the Property. Licensee, in recognition such, hereby consents to such activities and in particular any visual, noise, aesthetic impacts, and/or easement related limitations or requirements, and hereby covenants that Licensee will not, in any matter, interfere with Licensor or the public's activities on other lands owned by Licensor.

### **ARTICLE 3 OPERATION UNDER THE LICENSE**

Licensee shall be fully responsible for ensuring that its members, guests and any other persons on the Property under the authority of Licensee abide by the following requirements imposed on Licensee:

**3.1 Compliance with Laws.** In all its operations on the Property and the Limited Purpose, Licensee shall comply with all applicable federal, state and local laws and regulations and any other legal requirements now in effect or subsequently adopted during the term of this Agreement, including but not limited to those governing fishing, wildlife, recreational use of public and private property, and the use of motorized vehicles. Licensee's compliance with all applicable federal, state, and local laws and related requirements is of the essence of this Agreement. Licensee will report all violations of laws and regulations as soon as practicable (and in any event no later than 48 hours after such occurrence) and will assist law enforcement officers when possible. Upon notification of a guilty plea or conviction of any law or ordinance by Licensee, Licensor may, at its sole discretion, charge the Licensee a violation assessment and shall be permitted to terminate this Agreement. The decision to charge a violation assessment lies solely with Licensor and shall in no way diminish the right of Licensor to exercise any remedies for Licensee's default.

**3.2 Communication with Licensor.** For purposes of communication with Licensor, Licensor's Agent, and Licensor's Consultant, Licensee shall designate a Club Contact from within

its members. The designated Club Contact shall provide Licensor and Licensor's Agent and Licensor's Consultant with their names, addresses, telephone number(s), email addresses. The current designations and information are set forth on Exhibit B attached hereto, and Licensee will provide Licensor with any changes thereto during the Term of this Agreement. Any communications from Licensor to the Club Contact shall be deemed to be a communication to all of the members of Licensee. In addition to the reporting requirements set forth in Section 3.1, Licensee will report to Licensor's Consultant all impermissible and/or illegal activities identified or observed on the Property by Licensee (and in any event no later than 48 hours after any such occurrence), including but not limited to dumping of trash, cutting of trees, trespass, property damage, game law violations and any other violations of applicable federal, state or local laws or regulations.

**3.3 Waivers.** Licensee covenants that each of its members are listed in *Exhibit B* and that each member shall sign a copy of the waiver in the form attached hereto as *Exhibit D*. Licensee shall maintain at least one copy of each signed waiver during the Term. Notwithstanding the execution of such waiver, Licensee expressly acknowledges and that it is joint and severally liable for the acts and omissions of its members and their guests, and that Licensor shall not be precluded in any way from any action to enforce the provisions of this Agreement with respect to Licensee due to the fact that such member or guest has signed such waiver.

**3.4 Guests.** Licensee may invite guests onto the Property solely in connection with the Limited Purpose, provided that (a) guests are accompanied by a member designated in *Exhibit B* attached hereto, and (b) guests are subject to the same liability and indemnification provisions as Licensee and the members (see Article 5 below). It is the responsibility of the Licensee to ensure all members and guests are aware of all rules, regulations, and requirements contained in this Agreement.

**3.5 Improvements.** Where the conditions here differ from the requirements of a governmental jurisdiction, the more restrictive shall apply. Licensee shall not construct or establish on the Property any building or other improvements without the prior written consent of Licensor. Licensee has sole responsibility to obtain all necessary permits at its own cost and expense from any governmental authority to place, construct, or maintain any buildings or other improvements on the Property. Licensor shall, at any time and in its sole discretion, have the right to make reasonable changes in or additions to these conditions, and any such changes or additions shall, upon written notice to Licensee, become a part of this Agreement.

a. New Improvements: Any new building, accessory structure, or other improvement constructed or placed upon the Property shall conform to all applicable laws and regulations and are subject to the approval process described in subparagraph c below. No new improvement shall be located within 100 feet of the normal high water line of any lake, pond, or stream, or within 50 feet from the centerline of any roads. Unless prior written approval by Licensor is obtained, the construction of any buildings or other improvements on the Property shall be semi-permanent in nature, i.e., without a dug foundation. All buildings shall be of substantial construction and shall not be permanently faced with tar or roofing paper.

b. Existing Improvements: Any renovation, reconstruction, or expansion of an existing improvement shall conform to all applicable laws and regulations, and be subject to approval process described in subparagraph c below.

c. Improvement Approval: Licensee shall obtain written consent of Licensor prior to any construction, reconstruction, or placement of permanent buildings or other improvements of any kind on the Property. Licensor shall not consider for approval until Licensee has supplied detailed improvement plans including a statement of the intended use and dimensioned sketches showing plan and vertical views of the proposed improvements respect to lot lines, shoreline, wetlands, gray water and waste disposal features, water source, driveway and parking area, and existing improvements. Approval of proposed improvements shall be at the sole discretion of Licensor. Once approval has been granted, any federal, state, local, or Licensor-required notifications and/or permits must be obtained and a copy forwarded to Licensor for its records. Failure to undertake the proposed activities in accordance with the approvals under this paragraph and all applicable laws and regulations shall constitute a default under this Agreement.

d. Tent Use: Tent platforms are viewed as permanent structures by regulatory authorities, and must meet setback and permit requirements, where applicable.

e. Use of Mobile Accommodations: Where use is permissible, only road worthy, licensed and insured mobile homes, campers, or fifth-wheel trailers may be utilized on the Property. Where applicable, specifically the states of New York and New Hampshire, mobile accommodation use on the Property is only permitted with prior written approval from the Licensor or Licensor's Consultant.

f. Sanitary Waste and Gray Water Disposal: The construction, expansion, use and maintenance of any sanitary waste facilities or gray water system on the Property must comply with applicable laws and regulations, including any State Plumbing Codes and regulations. Any construction, reconstruction or placement of these must meet the approval and other requirements of subparagraph c above. No drains, sewers, or wastewater outlets shall empty on the surface of the ground or empty into any lake, pond, bog or stream.

g. Water Supply: Water wells of any kind and spring-fed water supplies shall all constitute improvements to the Property. Any construction, reconstruction or placement of these must meet the Licensor approval provisions and other requirements of subparagraph c above. If approval is granted by Licensor, any such water source improvement shall be undertaken at Licensee's sole expense. Any such well shall be drilled only after Licensee has obtained all applicable permits from State, County or local authorities, and any such well shall be located, constructed and operated in strict compliance with all applicable statutes and ordinances.

h. Utilities: The expansion of public utilities systems into areas not currently serviced, or additional connections to existing systems, is prohibited without written consent from Licensor and will be at Licensee's sole cost and expense.

i. Housekeeping: Licensee shall maintain all buildings and other improvements located on the Property during the term of this Agreement in sound, safe and proper order. Failure to maintain the Property to acceptable standards of neatness and cleanliness, in the sole judgment of Licensor, shall constitute a default under the Agreement. Licensee shall dispose of all garbage, trash and other solid waste by removing all such materials from the Property and depositing same at an approved facility maintained for such purpose at sole cost to Licensee. Notwithstanding any prior practice, positively no disposal shall take place on or in any land or waters of Licensor, the State or neighboring owners. Any building materials shall be stored in an orderly fashion. Only those materials needed for work in progress shall be stored on the Property.

When work is completed, materials and construction debris shall be removed in a timely manner. The Licensee shall inspect the Property periodically to monitor Licensee's compliance with the provision of this subparagraph.

j. Ownership of Improvements. Any buildings or improvements presently located on the Property or subsequently established thereon by Licensee during the term of this Agreement shall at the sole option of Licensor become the property of the Licensor upon expiration or earlier termination of this Agreement unless removed by Licensee not later than thirty (30) days following such expiration or termination. If Licensee removes any buildings or improvements on the Property, Licensee shall restore the Property to a condition satisfactory to Licensor, or Licensor may restore the Property to a satisfactory condition, and Licensee shall reimburse Licensor for any costs associated with such restoration, including without limitation the dismantling or removal of any building or improvement that Licensor elects not to acquire.

### **3.6 Roads.**

a. Road Construction/Maintenance: Licensee shall not build any road, driveway or associated parking area without the prior written consent of Licensor. Construction shall be at Licensee's expense.

b. Parking: If the Property is accessible by automobile, Licensee must provide an on-lot or off-lot parking area in a manner to avoid obstruction of any road open to travel.

c. Road maintenance: Road maintenance (including snow plowing) on Licensor's land or on nearby land of the State will be performed only as necessary for Licensor's business operations and the State's operations. Maintenance of any road is not implied and should not under any circumstances be expected. However, when Licensor ceases to maintain a road it owns necessary for Licensee's access to the Property, Licensee may maintain said road with permission of Licensor.

d. Road Use: Licensor and the State retain the right to close, lock, or otherwise restrict access along, through, or over roads, gates or rights of way under their control at any time during periods of saturated road conditions or high fire danger, or when business operations make traveling hazardous in the opinion of Licensor or the State, or for other purposes deemed necessary by Licensor or the State. Licensee acknowledges that the operation of uninsured or unlicensed automobiles on the Property or Adjoining Lands is not permitted. The operation of any motorized vehicle away from roadways or approved trails is strictly prohibited. It is incumbent upon Licensee to request information regarding any such restrictions governing the movement and travel through Property and to only travel upon such trails, roads or paths as are necessary for hunting and other permitted activities. Licensor does not guarantee, warrant, or imply that any of its roads or trails are safe, suitable or shall ever be maintained for any form of vehicular use, and thus all vehicular travel is at Licensee's own risk. It is incumbent on Licensee to avoid driving on roads when conditions are present which will damage Licensor roads and/or lead to permanent rutting on the roads.

e. Gates: No gate shall be installed without prior written consent of Licensor and the State, and under no circumstances shall cables or chains be used to restrict access. Any permitted gate will be erected at Licensee's expense, and both gate design and locks and keys must conform to the Licensor's and the State's standards. Except as provided in this subparagraph, Licensee shall not restrict passage over existing roads or rights of way by any

means, including locking, closing, or erecting barriers.

f. Vehicles: No unregistered vehicles shall be stored on the Property or any other land of Licensor. Any unauthorized vehicle shall be removed at the expense of the Licensee.

### **3.7 Fire and Vandalism.**

a. Prevention and Control: All chimneys shall be equipped with adequate spark arrestors. The opening of any chimney shall be at least 3 feet horizontally and 10 feet vertically from any overhanging tree. Outdoor fires are prohibited unless written Licensor permission and (where required by law) a fire warden permit is obtained. No incinerators shall be permitted on the Property. Licensee shall ensure that no fires shall be set upon the Property or any Adjoining Lands except at the locations of camps as established with the consent of Licensor and shall use every precaution to prevent damage to the timber, trees, wood, and other forest products on the Property, Adjoining Land, and improvements thereon from fire, vandalism, or malicious mischief. All campfires shall be contained. All locations shall maintain at campfire site, a shovel, rake, and sufficient water supply to fully extinguish fire. No fire shall, at any time, be left unattended by an adult. Bonfires are not permitted at any time. Licensee shall not set fires in any unauthorized location and shall take all reasonable precautions to prevent forest fires on the Property. Furthermore, if Licensee discovers or learns of any fire on the Property or in the vicinity thereof, Licensor shall immediately notify the local fire department, the governing State Forestry Commission or Department, and Licensor's Consultant, and take all reasonable measures to control and extinguish the fire and to prevent or minimize damage to persons and personal property. Licensor retains the right to close the Property and Adjoining Lands to use by Licensee when fire hazard conditions exist. Licensor shall have sole discretion to determine when fire hazard conditions are deemed to exist.

b. Firewood: Licensee may utilize dead and down timber on the Property solely for use as fuel wood on the Property. Where applicable, salvage firewood permits dealing with dead and down trees or logging yard waste may be obtained at the office of Licensor's Consultant. No firewood may be brought to the Property from out-of-state sources. No firewood shall be removed from any active harvesting operation. Licensor reserves the right to restrict and/or revoke this privilege at any time, at its sole discretion.

**3.8 Interference with Licensor Activities.** Licensee recognizes the primary right of Licensor to the Property. Licensee shall not interfere with any of the rights of Licensor reserved under Article 2 hereof or with the rights of any other person, firm or corporation holding any interest in the Property under Licensor. Without limiting the generality of the foregoing, Licensee shall not hunt on any part of the Property or Adjoining Land where logging or other forestry operations are in progress. Licensee shall not use all-terrain vehicles (ATV's) or snowmobiles on roads, the Property or Adjoining Land, unless specifically permitted by the special conditions set forth on Exhibit C attached hereto. Licensee shall not interfere with logging or other forestry operations on the Property or Adjoining adverse climatic conditions. Licensee shall not interfere or meddle with any of Licensor's property, including, but not limited to, any cut wood fiber, logging equipment, dams, boats, tools, signs, notices, utility lines, communication towers, or other property of Licensor, Licensor's Consultant, or their respective agents, employees, lessees or licensees, whether on the Property or Adjoining Land, and Licensee shall prevent such interference by any invitees, quests, employees or agents of Licensee. Licensee shall be liable for all damage caused by Licensee to the Property, the Adjoining Land, the State's property, Licensor's property and its

operations, and any damage caused by Licensee shall be an event of default under this Agreement. Licensee shall reimburse Licensor for the costs and losses associated with any such damage or interference.

**3.9 Hazardous Materials.** No combustible or hazardous materials or substances shall be kept on the Property, except that Licensee may keep reasonable quantities of those materials commonly used for ordinary household purposes or recreation activities, provided they are stored, used and ultimately disposed of in a lawful manner. Commercially produced and/or over the counter chemical herbicide and pesticide use on the Property is prohibited.

**3.10 Landscaping.** Licensee shall not cut or otherwise damage, use or remove any timber, trees, wood or other forest products on the Property and Adjoining Land for any purpose including firewood, except for clearing activity done in accordance with an approved building permit, without prior written permission. Licensee shall take all reasonable precautions to prevent unauthorized persons from doing any cutting or destruction of live trees or other plant growth on the Property or Adjoining Land. Debris from authorized cutting shall not be piled off lot or within 100 feet of any water body. Removal of dead or hazardous problem trees from the Property shall be coordinated with Licensor's Consultant and accomplished at Licensee's expense. Licensee shall not plant, cultivate, seed, or fertilize any area on the Property or Adjoining Land for any purpose without prior written permission from Licensor. Licensee shall not introduce any non-native plant or animal species, except for domestic pets that will be properly restrained, or any invasive plant or animal species on the Property or Adjoining Land. "Non-native" means species that do not naturally occur on the Adjoining Land or in representative region of the United States. This prohibition applies to all plant species including grasses, herbs, ornamental plants, shrubs, trees and vegetables. Any earth or soil removal or relocation by any means is prohibited without permission of Licensor. State laws strictly regulate any shoreline alteration or improvements such as docks, piers, beaches, dredging or filling that could affect water quality or wildlife habitat. Licensee shall not make such alterations or improvements without obtaining Licensor's permission and complying with said laws. No fences are allowed without approval of Licensor.

**3.11 Encumbrances.** The Agreement is made subject to any existing or future easements, servitudes, surface leases, mortgages and other types of occupancy agreements that may affect the Property and is also subject to any existing or future, gravel, mineral, carbon, renewables and other leases that may affect the Property. Licensor reserves the right to construct or to grant to others the right to construct roads, pipelines, power lines, ditches, canals, wells, infrastructure, facilities or any other improvements which Licensor deems advisable or necessary, and may execute all such instruments, including without limitation, rights of way and easements which it may deem necessary. Licensee shall not at any time mortgage or otherwise encumber the Property. However, nothing contained herein shall prevent Licensee from giving a mortgage on buildings and improvements erected by Licensee; provided however, that under no circumstances will the existence of such mortgage or encumbrance diminish or alter any of the rights of the Licensor hereunder, particularly with reference to termination of this Agreement and regaining possession of the Property upon termination. Any mortgagee or creditor of Licensee shall be limited to the same rights of Licensee, which shall not be in any way enlarged or altered by the existence of the mortgage or encumbrance.

**3.12 Boundaries.** Licensee shall exercise its best efforts to ensure that its members and

guests have strict knowledge of, and adhere to the boundaries of the Property where adjoining lands of other owners are not a part of the area in which Licensee has the right to hunt. Licensee acknowledges that neither Licensor nor its agents bear responsibility for Licensee's trespass or other illegal activities on adjoining ownerships. Monumentation indicating boundaries of the Property shall not be disturbed in any way. Licensee is expressly prohibited from constructing any exterior or interior fences whatsoever on the Property. IT IS SPECIFICALLY UNDERSTOOD AND AGREED THAT LICENSOR SHALL HAVE NO OBLIGATION TO PREVENT TRESPASSING, INCLUDING POACHING, ON THE PROPERTY, AND ANYONE ENTERING THE PROPERTY WITHOUT PERMISSION FROM LICENSOR OR THE LICENSEE WILL BE CONSIDERED TRESPASSING. LICENSOR ASSUMES NO RESPONSIBILITY FOR THE ACTS OF ANY THIRD PARTIES ON OR AROUND THE PROPERTY.

**3.13 Prohibitions on Chemical Application.** Commercially produced and/or over the counter chemical herbicide and pesticide use on the Property is prohibited.

**3.14 Additional Rules and Regulations.** Licensor fully expects all Licensees to conduct themselves in a respectful manner when dealing with adjoining landowners and the general public. Licensee and its guests are expected to respect adjoining landowners and neighbor's rights to enjoy their property. Licensee understands that it and its guests are expected to allow neighbors and adjoining landowners to enjoy their property, safely and free from harassment. Rude, aggressive, threatening, or unsafe behavior will not be tolerated. Licensee shall not engage in any noxious, dangerous, or offensive activity or any activity that may be or result in a nuisance to other persons lawfully present on Licensor's land, or any activity that may result in a diminution in the value of Licensor's land. Licensee shall show special consideration for the privacy and quiet enjoyment desired by Licensor's landowners. Licensee agrees to comply with Licensor's conditions required by Forest Steward Counsel (FSC) and when requested by Licensor, to receive training with regard to FSC requirements.

**3.15 Other Conduct.** Licensee agrees that it, and its guests, shall not conduct any activities in the vicinity of any of Licensor operations, including but not limited to Licensor's inventorying and harvesting trees or other natural resources, research facilities, carbon capture and storage facilities or other natural resources or renewable energy facilities (collectively, "Licensor's Operations"), in any way that could endanger the people or property involved in such operations. Further, Licensee may not disturb or otherwise disrupt Licensor's Operations.

#### **ARTICLE 4 NO WARRANTY**

Licensor makes no warranty that it has good title to the above-granted rights and shall not be liable to Licensee for failure of its title or right to possession of any part of the Property or the Adjoining Land. Licensor further makes no warranty of any type as to the condition of the Property or its suitability for the Limited Purpose. Licensee accepts the Property in its AS-IS/WHERE-IS condition and at its sole risk. Licensor shall not be liable to Licensee or its guests for the condition of the Property.

#### **ARTICLE 5**

## LIABILITY AND INDEMNIFICATION

Licensee, its members, guests and others on the Property under authority of Licensee, shall conduct all their activities on the Property strictly at their own risk and solely in furtherance of the Limited Purpose. Licensee hereby assumes all liability for any and all injuries or damages to persons or property or arising in any way from the exercise of rights granted under this Agreement.

Licensor, Licensor's Agent, Licensor's Consultant and its and their directors, officers, personnel, employees, agents, representatives, contractors and vendors (the "Licensor Representatives," and each a "Licensor Representative") shall not be liable for any damage or destruction of property, or injury or death of persons, or any violation of law, which may arise in any manner as a result of Licensee's exercise of its rights and duties under this Agreement, regardless of the sole or contributory fault, negligence, or strict liability of Licensor and/or any Licensor Representatives including, but not limited to, the conditions of any private roads, bridges, drainage structures, gas or other infrastructure installed or maintained at the Property. Licensee hereby covenants and agrees to indemnify, defend, and hold harmless Licensor and the Licensor Representatives from and against any and all fines, penalties, damages, forfeitures, judgments, claims, causes of action, suits, attorney's fees, costs or other expenses related to damage or destruction of property, injury or death of persons or violation of laws that may arise out of or in any way related to the activities of Licensee, or any other person on the Property or on the Adjoining Land under the authority of Licensee. If Licensee sustains a loss by reason of a claim, cause, loss or damage which is a type of risk covered by required insurance, Licensee agrees that it shall seek relief from its insurance provider and it shall have no right of recovery against Licensor or any Licensor Representative, and no third party shall have any right of recovery against Licensor or any Licensor Representative by way of subrogation or assignment. Licensee acknowledges that it does not, in executing this Agreement, rely on any representation as to coverage or amount of any insurance that may be secured by Licensor.

All minors permitted on the Property for the Limited Purpose shall be under the direct supervision of one of their parents (or guardian) and when children are present on the Property, the parents (or guardian) shall be fully responsible for their acts and safety.

The provisions of this Article 5 shall survive the expiration or termination of this Agreement.

## ARTICLE 6 LICENSE FEE

**6.1 Payment.** Licensee shall pay an Annual License Fee as set forth in Section 1.7 above, to the address of Licensor's Agent as set forth in Section 1.3 above.

**6.2 Late Fees.** Payment for all amounts owed shall be paid on or before the due date. Failure to pay by the due date will result in an additional reprocessing fee of 5% of the license fee or a minimum of \$100.00. Upon non-payment after fourteen days and any day thereafter, Licensor may, at its sole discretion, terminate this Agreement in its entirety.

**6.3 Taxes.** In addition to the payments required above, Licensee shall reimburse Licensor for any increase in taxes or levies applicable to the Property resulting from any buildings or other improvements established on the Property by Licensee during the term of this Agreement. Such sums shall be due within thirty (30) days of receipt of an invoice from Licensor setting forth

the increase applicable to the Property. Licensee shall also pay and discharge when due and payable, any and all taxes, charges, assessments, and other impositions levied upon the buildings, improvements, and fixtures on the Property. Failure of Licensee to pay such taxes and/or the imposition of a lien on the Property, or such buildings, structures, or improvements by any governmental authority or creditor as a result of such failure shall constitute a default of this Agreement.

## **ARTICLE 7 TERM**

This Agreement shall remain in force for the Term set forth in Section 1.8 above. At the expiration of the Term, this Agreement shall terminate without notice to Licensee. At the sole election of Licensor, sixty days prior to termination of this Agreement, Licensor may elect to deliver a new Agreement to Licensee for a successive Term. If Licensee does not execute and return such new Agreement at least thirty (30) days prior to the expiration of the Term, this Agreement shall terminate automatically on the expiration date, and Licensee agrees to vacate the Property and remove all personal property as more fully set forth in Section 8.3..

## **ARTICLE 8 TERMINATION**

**8.1 Termination.** This Agreement may be terminated by either party with or without cause at any time upon thirty (30) days' prior written notice to the other.

**8.2 Obligation of Licensor Upon Termination.** Upon termination of this Agreement by Licensor without cause, or as a result of any disposition of the Property under Section 2.3 hereof, Licensor shall reimburse Licensee a pro rata share of the annual payment for the year of termination by a fraction whose denominator is 12 and whose numerator is the number of months remaining in said year after the date of termination.

**8.3 Obligation of Licensee Upon Termination.** Upon the expiration or termination of this Agreement by lapse of time, default, or otherwise, Licensee shall remove all personal property constructed or placed by Licensee on the Property, and shall remove any improvements located thereon if elected by Licensor under Section 3.4(h). Should Licensee fail to comply with such written demand of Licensor within thirty (30) days from the date of demand, title to all of such property and improvements shall at, Licensor's sole election, automatically revert to Licensor. Licensor may thereafter, at Licensor's sole election, sell, remove, burn or otherwise demolish any such property and improvements, without any liability to Licensee or any accounting to Licensee as to the proceeds of any such sale. Any and all costs associated with such removal, burning or other demolition shall be billed to and reimbursed by the Licensee within ten (10) days of receipt. The obligations in this Section shall survive the expiration or termination of this Agreement.

## **ARTICLE 9 DEFAULT AND REMEDIES**

**9.1 Default.** If Licensee (a) fails to make any payment due to Licensor under this Agreement within five (5) days of notice thereof from Licensor; (b) fails to maintain the insurance

required in Article 10 hereof; or (c) violates any other term of this Agreement (including a violation by any guest of Licensee) and fails to cure such violation within ten (10) days of notice thereof from Licensor, Licensor shall be in default of this Agreement.

**9.2 Remedies.** Upon an uncured default by Licensee, Licensor may (a) terminate this Agreement, without any refund due to Licensee under Section 8.2 above; (b) cure the default at Licensee's cost, whereupon Licensee will reimburse Licensor for such costs within ten (10) days of receipt of an invoice therefor; and (c) exercise any other rights or remedies available at law or in equity. All sums not paid when due hereunder shall bear interest at the rate of 18% per annum or the greatest rate allowable by law, whichever is less.

**9.3 Cross Default.** A default by Licensee under this Agreement shall constitute a default under any other camp site, hunting, or recreational license agreement entered into between Licensee or any of its affiliates and Licensor or any of its affiliates, entitling Licensor (or its applicable affiliate(s)) to exercise all remedies for Licensee's (or its applicable affiliate(s)) to exercise all remedies for Licensee's (or its applicable affiliate(s))' default thereunder.

## **ARTICLE 10 INSURANCE**

**10.1 Insurance.** Licensor shall procure a liability insurance policy identifying Licensee as the insured and Licensor as additional insureds. Coverage limits of said policy are as follows:

General Aggregate Limit	\$2,000,000
Products/Completed Operations Aggregate Limit	\$1,000,000
Personal and Advertising Injury Limit	\$1,000,000
Each Occurrence Limit	\$1,000,000
Damage to Rented Premises - Each Occurrence	\$300,000
Total Aggregate for all Claims	\$300,000
Per Claim Deductible	\$1,000
Medical Expense Limit - Any One Person	\$5,000

Licensor makes no representation or warranty as to the adequacy of the insurance coverages for the purposes of Licensee or its members. Licensee shall independently evaluate its insurance requirements and shall procure at its sole cost and expense such additional or supplemental coverages as Licensee determines, in its sole judgment, to be necessary or appropriate to protect its interests and those of its members.

## **ARTICLE 11 GENERAL PROVISIONS**

**11.1 Assignment/Sublease.** Licensor may transfer or assign this Agreement and/or any of its rights or interests at any time without consent of the Licensee. Licensee shall not assign or sublease any of its rights or interests under this Agreement without the prior written consent of

Licensor, which may be withheld in Licensor's sole discretion. Licensor, in its sole discretion, may charge Licensee with an administrative fee of \$500.00 for any transfers or assignments of this Agreement.

**11.2 Non-waiver.** No failure of either party to exercise any power given hereunder or to insist upon strict performance of any provision of this Agreement and not custom or practice at variance with the terms hereof shall waive, effect, or diminish any right of such party thereafter to demand strict compliance with the terms hereof.

**11.3 Attorney's Fees.** Licensee agrees to pay all reasonable costs, attorney's fees and expenses that shall be incurred by Licensor in enforcing the terms of this agreement, including but not limited to the collection of the annual license fee payments required hereunder.

**11.4 Governing Law.** This Agreement shall be governed by and interpreted under the laws of the state or commonwealth in which the Property is located.

**11.5 Dispute Resolution and Arbitration.** Each party shall use its reasonable efforts to resolve any dispute arising under or in relation to this Agreement through joint cooperation and consultation. Any dispute arising under or in relation to this Agreement that is unable to be settled within sixty (60) days as set forth in the preceding sentence shall be resolved by final and binding arbitration before a single arbitrator selected by Licensor and serving under the American Arbitration Association. Any such arbitration shall be held in Chappel Hill, North Carolina, unless another location is mutually agreed upon by the parties to such arbitration. Such arbitration shall be the exclusive remedy hereunder with respect to the subject matter of such arbitration, provided however, that nothing contained in this paragraph shall limit any party's right to bring a (a) post arbitration action seeking to enforce an arbitration award or (b) action seeking injunctive or similar relief in the event of a breach or threatened breach of the provisions of this Agreement. The party whom the arbitrator determines is the prevailing party in such arbitration shall receive, in addition to any other award pursuant to such arbitration or associated judgment, reimbursement from the other party of all reasonable legal fees incurred with respect to such arbitration. EACH PARTY HEREBY KNOWINGLY AND VOLUNTARILY WAIVES TRIAL BY JURY IN ANY LITIGATION IN ANY COURT WITH RESPECT TO, IN CONNECTION WITH, OR ARISING OUT OF THIS AGREEMENT OR ANY ANCILLARY AGREEMENT OR THE VALIDITY, PROTECTION, INTERPRETATION, COLLECTION OR ENFORCEMENT THEREOF.

**11.6 Notices.** All notices under this Agreement shall be in writing and sent to the parties at their respective addresses set forth in Article 1. Notices delivered in person (including via overnight courier) shall be effective as of the date of actual delivery. Notices to be mailed shall be sent by certified or registered mail, postage prepaid, and shall be effective as of the date of receipt by addressee. Notices sent via email shall be effective upon confirmation of receipt. Licensee shall direct all inquiries and other notices regarding payment, the website, license administration, and similar matters to Licensor's Agent. Licensee shall direct all notices regarding the condition of the Property, fires and related hazards, accidents and injuries on the Property, and related matters to Licensor's Consultant.

**11.7 Headings.** Headings herein are inserted for the convenience of reference only and shall have no application in the interpretation or construction of this Agreement. The language of each article and section shall be fully controlling.

**11.8 Partial Invalidity.** If any of the provisions of this Agreement shall be held void or unenforceable, the other provisions shall survive and remain in full force and effect.

**11.9 Integration.** This Agreement, together with its Exhibits, which are made an integral part hereof, represents the entire understanding of the parties hereto with respect to the subject matter hereof, supersedes all prior written or oral agreements, and shall not be modified except by a subsequent written agreement duly executed by or on behalf of the parties.

**11.10 Time of the Essence.** Time is of the essence of this Agreement.

**11.11 Condemnation.** If at any time during the term of this Agreement, the Property shall be taken or condemned by any authority having the power of eminent domain, this Agreement shall terminate, and neither party shall have any further rights or obligations hereunder, except for those specifically stated to survive the termination hereof. If a material part, but not all of the Property, shall be so taken or condemned, Licensee shall have the option to surrender this Agreement and be relieved of further performance hereunder, or Licensee may elect to remain in possession of the remaining portion of the Property, in which event the fixed rent herein provided shall continue to be paid by Licensee in an undiminished amount. Licensee shall have the right to assert a claim against said condemning authority for loss of any of Licensee's improvements caused by said taking, but Licensee shall have no claim for damages for loss of Licensee's interest in the Property, and Licensee shall have no claim against any award to Licensor made as a result of any such taking.

[BALANCE OF PAGE INTENTIONALLY LEFT BLANK]  
[SIGNATURES FOLLOW]

IN WITNESS WHEREOF, the parties have executed this Agreement on the dates set forth below their respective signatures, but so as to be effective on the Effective date, in two counterparts, each of which shall be deemed an original agreement.

Licensor:

Licensee:

\_\_\_\_\_

By:

Name:

Its:

Date:

\_\_\_\_\_

By:

Date:

## **EXHIBIT A - LOCATION MAP**

**Disclaimer:** This map is for reference use only. The data contained herein was generated from a Geographic Information System (GIS) and is intended for recreational use only. It is not intended to be survey quality and is not suitable for use as a legal survey.

Licensors make no warranty expressed or implied and assume no legal liability or responsibility for the accuracy or completeness represented herein.

**EXHIBIT B - CAMP MEMBER LIST**

**NAME (printed)**

**MAILING ADDRESS**

**PHONE #**

**EXHIBIT C**  
***SPECIAL CONDITIONS/ADDITIONAL TERMS/COMMENTS***

**Special Conditions:**

**Additional Terms:**

**Comments:**

## HUNTING PERMIT AND WAIVER

**To obtain permission to access and use the Property described in the Camp Site License Agreement RLU# [ (the “Agreement”), the undersigned,**

[Name of Guest or Club Member]

I am visiting the Property (as defined in the Agreement) solely for the purpose of visiting the campsite (the “Limited Purpose”). In consideration of being permitted to enter the Property for the Limited Purpose:

1. I understand that such activity involves inherent risks and dangers, including but not limited to bodily injury and death, and I assume all liability for any and all injuries or damages to persons or property arising in any way from entering the Property. I voluntarily agree to assume all risks associated with entry on the Property and I accept the Property in its existing condition, with all faults, hazards and dangers, whether patent or latent.
2. I acknowledge that has executed the Agreement with Licensor (as defined in the Agreement) and by execution of this waiver, I hereby agree to be bound by the terms, conditions and rules of access contained in that Agreement.
3. I agree that I will follow all instructions of any representative of Licensor or Licensee while on the Property.
4. I agree that minors permitted on the Property for the Limited Purpose shall be under the direct supervision of one of their parents (or guardian) and when children are present on the Property, the parents (or guardian) shall be fully responsible for their acts and safety.
5. I agree that Licensor, Licensor’s Agents, Licensor’s Consultants and its and their directors, officers, personnel, employees, agents, representatives, contractors and vendors (the “Licensor Representatives,” and each a “Licensor Representative”) shall not be liable for any damage or destruction of property, or injury or death of persons, or any violation of law, which may arise in any manner as a result of my entering the Property, regardless of the sole or contributory fault, negligence, or strict liability of Licensor and/or any Licensor Representatives including, but not limited to, the condition of any private roads, bridges, drainage structures, gas or other infrastructure installed or maintained at the Property. I hereby covenant and agree to indemnify, defend, and hold harmless Licensor and the Licensor Representatives from and against any and all fines, penalties, damages, forfeitures, judgments, claims, causes of action, suits, attorney’s fees, costs or other expenses related to damage or destruction of property, injury or death of persons or violation of laws that may arise out of or in any way related to my activities, or any other person on the Property under my authority.
6. I agree that if any term or provision of this waiver is invalid, illegal, or enforceable in any jurisdiction, such invalidity, illegality or unenforceability shall not affect any other term or provision of this Hunting Permit and Waiver or invalidate or unenforceable such term or provision in any other jurisdiction.

*Signature Page Follows*

WITNESS: \_\_\_\_\_

NAME: \_\_\_\_\_

SIGNATURE: \_\_\_\_\_

Date: \_\_\_\_\_, 202\_\_\_\_\_

This waiver is to be reproduced by the hunt club and a copy signed by each guest or member, as applicable. It is the hunt club's responsibility to ensure all guests and members have signed the waiver and to retain copies throughout the Term of the Agreement.