



Texas Conference of Clubs

Long Term Site Agreement Instructions

The Long Term Site Agreement is attached to the instruction sheet.

Please fill out two (2) copies of the Long Term Site Agreement.

The Agreement, as approved, did not contain a place for your e-mail address. Please add your e-mail on the second line in the section that asks for your address.

Mail both copies of the Long Term Site Agreement and your check covering the current quarter to:

Texas Conference of Clubs
Post Office Box 792561
San Antonio, Texas 78279-2561

We will return an approved copy of your Long Term Site Agreement, along with your Long Term Site Certificate.

Texas Conference of Clubs Long Term Site Agreement

This Long Term Site Agreement is made and executed on _____,
20____ between the Texas Conference of clubs (TCC) and TCC member
_____whose address for purposes
of record and receipt of all notices, payments, and correspondence is

Who by satisfying the terms and conditions set forth hereinafter is allowed
use of a long term site and agrees to follow the rules, policies, and
procedures of TCC.

TERM

The terms and provisions of this agreement shall run continuously from the
date of signing until:

- A. Document is changed through a membership vote
- B. Terminated in writing by either party

OWNERSHIP OF PERSONAL PROPERTY

Contracting Member represents that they have actual and legal ownership of
all personal property on the contracted site.

FEES

The TCC Landsite is private property and qualifying members granted the
privilege of an individual site on the Landsite are assessed fees in
accordance with the provisions of this Long Term Site Agreement and the
TCC policies, procedures, and rules that the Member receives with this Long
Term Site Agreement. A member may approach any board member to
request consideration of financial hardship by the entire board.

MONTHLY SITE FEES AND PAYMENTS

Permanent site members will pay a fee of \$10.00 [ten dollars] per month,
payable on a quarterly basis. Payments are considered delinquent after
ninety (90) days.

ELECTRICITY USE FEE

Permanent site requiring electric service will be assessed a fee determined by:

- A. Meter usage
- B. Flat fee (to be decided by membership) before meter is installed

ELECTRICAL SERVICE CONNECTION FEE

Signing member will be responsible for all fees involved in establishing electrical service to permanent site. Electric service and all materials used will be TCC property even in the event of signer vacating the site.

ABANDONMENT

Signing members are required to attend at least four work weekends (one of which must be a meeting weekend) unless the member notifies the TCC Secretary in writing as to the reason(s) for not meeting this requirement. TCC membership will determine whether the reason(s) are valid and will be accepted. If signer does not meet this requirement the site may be considered abandoned.

In the event of a site being abandoned TCC will make every effort to contact the signer to resolve the issue and after ninety (90) days may take legal action to have personal property removed from the site.

TCC membership will decide what actions to take to have the personal property removed.

GENERAL

As sole owner of the Landsite, TCC through a membership vote has the right to terminate this agreement for reason(s) which the membership deems necessary for the continued quiet use and enjoyment of the other members.

TERMINATION OF NON-PAYMENT

TCC membership shall, after ninety (90) days non-payment of all fees due, consider the signer in default and may request signer thru written notice to vacate site. If the member fails to completely cure non-payment within one

hundred eighty (180) days TCC membership may take legal action to have the personal property removed from the site.

TCC must make every attempt to contact signer to resolve the non-payment issue.

Signer is still responsible for monthly fees incurred during the delinquent period until matter is resolved.

ATTORNEY FEES

Should either the member or TCC be required to employ legal counsel to enforce the terms and conditions of this Agreement, the prevailing party shall recover all responsible attorneys' fees incurred.

SALE OR TRANSFER OF PROPERTY UNDER THIS AGREEMENT

This agreement is not transferable. If signer sells property connected with this agreement new owner will be required to sign a new Long Term Site Agreement only after TCC membership decides the new owner may occupy the site.

AMMENDMENTS TO THE LAND USE AGREEMENT

Any modification or changes (which must be made by TCC membership) will make this agreement null and void and will require signer to sign the new agreement within ninety (90) days of the passing of new agreement. Changes made by the membership to the land use policy and (or) long term site policy will not invalidate this agreement.

INDEMNIFICATION

Signer hereby agrees to indemnify and hold TCC harmless for any injury or death to any person or damage to any property arising out of the use of the Landsite by members or their guests.

Signer is to keep his (her) property and surrounding area in a good and safe condition and notify TCC immediately (preferably in writing) of any unsafe or unsanitary conditions on or near property.

TCC shall not be liable to signer for any damages arising out of any actions or negligence of any other TCC member or guest.

Signer agrees to pay TCC for damages to TCC property caused by signer or his (her) guest.

ATTACHMENTS

This Long Term Site Agreement and the accompanying copy(s) of the TCC Long Term Site Policy constitute the entire agreement between the parties. Signer certifies that no other agreements, either written or oral, were made by the TCC or relied on by the Signer as an inducement for the execution, or as consideration for, this Long Term Use Agreement. Signer acknowledges receipt of these documents and agrees that such shall not be modified or amended except by TCC membership.

READ THIS AGREEMENT THOROUGHLY BEFORE SIGNING.

EMERGENCY CONTACT

Name _____ Phone No. _____

The parties hereto have agreed to the terms and conditions of this Long Term Site Agreement, and have read, understand and agree to the land use and long term use policies attached to this document.

Member's Signature Date

TCC Chairman's Signature Date

Facilities Coordinator's Signature Date

The following members are considered as additional occupants this site:

LONG TERM SITE POLICY

EXPECTATION TO ESTABLISH LONG TERM SITES

The following are expected from individuals requesting a long term site on TCC property:

- Must be either an Independent Member or a member through a member club, in good standing, and has demonstrated a willingness to further the development of TCC and the Landsite for at least 1 year before making such a request.
- Agree to follow all TCC policy and procedures as outlined in the TCC LAND USE POLICIES document.
- Members are expected to attend 4 activity weekends per year to show their interest in Landsite maintenance, activities and policies

REQUESTING USE OF A SITE

TCC is private property and Members are given the privilege to establish a site on the TCC Landsite.

Members requesting a site for long-term use must submit a Land Management Proposal-Request-Donation (LMR) form giving a reason for request, the approximate area the structures will cover, not to exceed 1,000 square feet, the type of enclosures (trailer, tent, building, deck, canopy, etc.), and the desired location on the land site, submitting it to a Land Management Committee or a Board member for consideration.¹

TCC APPROVAL OF SITE REQUEST

The Land Management Committee and TCC Board will consider the request and if approved, will be submitted to the TCC membership for final approval.

PROPERTY INSTALLATION

Any property set-up/installed, constructed or erected on the site(Canopies, cabins, decks, sheds, porches, etc.) will be installed in accordance with the manufacturer's instructions using generally accepted safety practices, and other applicable governmental statutes, ordinances, building codes, policies and procedures, or regulations.

Such shall be the Member's responsibility and TCC shall in no way be liable or responsible for any improper installation or construction.

TCC shall in no way be responsible for providing road access to remote sites and the Members are solely responsible for and liable for damages to other Member's property incurred during transport to and set-up of their site.

OTHERS OCCUPYING SITE IN ABSENCE OF PRIMARY MEMBER(S)

If the Members wish to allow another person(s) to occupy their site in their absence, TCC should be notified in writing prior to person(s) occupancy.

¹ The wording of this paragraph changed at the January 17, 2009 quarterly meeting.

SITE MAINTENANCE

Members will be responsible to keep their site and an area up to a distance of 10 feet around their site cleared of debris and trash.

Members or guests shall not use or operate any equipment or machinery that is harmful to the site or which is disturbing to other Members or guests of the Landsite. Members shall not employ any person or persons in or about the site whose employment may, by law, constitute or create a liability on the part of the TCC.

CONDITION OF SITE

Members agree that no representation as to the condition or repair of the site, or promise to alter, repair or improve the site has been made.

IMPROVEMENTS & ALTERATIONS

No alterations, set-up/install, construct or erection of canopies, cabins, decks, sheds, porches, buildings, etc. will be done without submitting a Land Management Proposal-Request-Donation(LMR) form. Any landscaping improvements shall become part of the Landsite.

Permanent electric service, if currently none available, will be coordinated and run from the closest breaker box with sufficient power to the Member's site at the Member's expense.

RESERVED RIGHT TO ENTER THE SITE AND PROPERTY

TCC shall have the right to enter onto the site to inspect, repair, or make alterations to the site or the utilities situated on the site, or for the purpose of protecting the Landsite. TCC may enter the site at all reasonable times, but not in such a manner or at such a time as to interfere unreasonably with the Member's or their guest's quiet enjoyment of the site. TCC shall have no right to enter the Property on a site unless the Member's prior written consent is obtained or, if such written consent is not obtained, then TCC can only enter the Member's property to prevent imminent danger to the property, Members, their guests or to the TCC Landsite. TCC may enter property if said property is considered abandoned as described in the section titled Abandonment.

ABANDONMENT

TCC shall have the right to remove property considered as abandoned for the following reasons:

- The existence and location of the owner of the property is unknown to TCC.
- According to the knowledge and records of TCC, a claim to the property has not been asserted or an act of ownership of the property has not been exercised.

REMOVAL OF PROPERTY BY TCC

If TCC is required to remove Member's property from the site for any reason, Members shall be responsible for any and all expenses incurred in removing the property from the site. Members are expected to make periodic visits to their property or keep in communication with TCC to express the continued interest of the site in which they currently occupy.

TCC POLICIES AND PROCEDURES, REGULATIONS, & AMENDMENTS

Members agree to abide by, and insure that their guests abide by all TCC Policies and Procedures and any amendments to it. Members acknowledge that any amendments are incorporated into and made a part of this document. Members agree that TCC shall have the right to modify, amend, change, or replace TCC Policies and Procedures, in TCC's sole and exclusive discretion, and at such time or times as TCC may desire with the approval of the TCC Board and Delegates. TCC agrees to give Members written notice at least thirty (30) days prior to any modification, change, amendment, or replacement unless such will require the expenditure of funds in excess of \$25.00 by the Members having long term structures to comply. If such modification, change, amendment, or replacement, requires the expenditure of funds in excess of \$25.00 by Members to comply, TCC shall provide the Members with ninety(90) days prior notice and a written copy of the added or amended TCC Policy or Procedure change.

END