

STANDARD TERMS

1. Utilization by Other ATA Members: The ATA Member (hereafter Member) may allow other ATA members participating in ATA conducted events to use the Site for a reservation period, provided the Member must notify the ATA a minimum of sixty (60) days prior to the reservation period. The notification must be entered on the Notification of Use form (that is mailed annually) attached to this Agreement. Please understand that the contract can be effective for 14 days, including two days prior and two days after the Grand American for each existing year on contract.

If the Member does not promptly respond to the required notice of usage or assignment, the ATA at its sole discretion shall release the Site and retain all monies derived from such usage by a replacement Member. There will be no exceptions to this provision – if no notice is received, your site will be released. Also, if upon routine audit, the Member who is leasing the Site is found not to be the rightful possessor or assignor, sanctions may be levied by the Executive Committee.

2. Reassignment: For five year lease holders only - this Agreement is considered proprietary to the Member. The Member will have the right to reassign this Agreement to any other current ATA member, for the unexpired term upon providing written notice to the ATA with the payment of the reassignment fee of \$75. The ATA will then provide a reassignment form that must be used in order to complete the reassignment. The reassignment will be contingent upon verification of current membership status.

3. Member Responsibilities: The Member agrees:

- A. To not sublet the Site in whole or in part, except as expressly permitted by this Agreement;
- B. To keep the area around the Site clean and neat and to comply (and require its guests to comply) with all applicable laws and regulations while using the Site;
- C. Rental Campers are to be removed from the Site on the last day of your reservation by 12:00 pm (noon);
- D. Not to commit any unlawful act of any nature whatsoever while on the grounds of the Complex;
- E. Not to allow vehicles or equipment to block avenues of ingress and egress in the area surrounding the space;
- F. Not to unreasonably interfere with other persons use and enjoyment of the campsite areas and the Complex;
- G. Member may use his or her own personal golf/utility cart within the Complex, provided that Member must register with the ATA prior to use and **provide the ATA evidence of liability insurance with minimum combined single limits of Five Hundred Thousand Dollars (\$500,000);**
- H. To comply with all administrative rules Illinois Department of Natural Resources may enact relating to the Complex and use of the Site.

4. No Brokering: The Member represents and warrants to the ATA that it has entered into this Agreement with the intention to use the Site for his or her own personal use. While the Member may allow other ATA members to use the Site and may reassign this Agreement in accordance with these Standard Terms, the Member may not charge or receive more than the original fee(s) paid either on an annual basis or pro-rata for the annual portion of the Agreement. Violation of this paragraph may subject the Member(s) to suspension or other sanctions as may be imposed by the ATA Executive Committee.

5. Termination and Remedies: If Member fails to make any payment to the ATA as required by this Agreement; this Agreement will automatically terminate ten (10) days after the due date for the delinquent payment. The ATA will be entitled to retain all payments received from Member prior to the date of termination, as liquidated damages and not as a penalty. ATA may terminate this Agreement if the Member violates any other term or condition and such violation continues for 72 hours after receipt of written notice from ATA. ATA may suspend Member's right to use the site during any period of violation of this Agreement by Member.

6. Indemnity and Insurance: The Member will indemnify and save harmless the ATA, its officers, and its employees against all loss, damage or expense that they may sustain as the result of any suits, actions or claims of any character brought on account of injury to any person or property or death of any person or persons which may arise in any way in connection with the Member's use of the Site under this Agreement. The Member agrees to purchase and maintain all appropriate insurance on his/her Recreational unit and any and all personal use vehicles or boats including bicycles, golf carts, utility vehicles and mopeds as further referenced and as may be required by law. ATA assumes no responsibility for death, injuries or accident or damage or loss of personal property or vehicles except to the extent caused by the gross negligence or willful misconduct of ATA, its employees and agents.

7. Renewal Clause: The Member will have the right (but not the obligation) to renew this Agreement for an additional five (5) year term by providing notice and payment in accordance with a schedule to be provided by ATA during the final calendar year covered by this agreement.

8. Miscellaneous: This Agreement, including the Standard Terms, constitutes the entirety of the agreement between the parties and supersedes any other agreement or communication, whether written or oral. This Agreement may not be amended or modified except by a written agreement signed by both parties. In case any provision is held to be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions shall not be affected. No course of dealing or failure of ATA to enforce strictly any term, right or condition of this Agreement shall be construed as a waiver of such term, right or condition. This Agreement shall be governed by and construed in accordance with the laws of the State of Illinois. This Agreement may be executed in counterparts.

9. Refund Policy: All reservations are subject to a nonrefundable \$25 fee. All reservations cancelled or made after July 14, 2017 are non-refundable. The ATA is released of its obligation to provide the Site under this agreement if the Grand American event is not held at the World Shooting and Recreational Complex in Sparta, Illinois or if for any other reason the ATA is prevented from providing the campsite under the terms of this agreement. For any year in which the Site is not made available to the lease holder, a refund of the annualized rental Site fee will be made.