

Texas Conference of Clubs Long Term Personal Site Agreement

This Long Term Personal Site Agreement is made and executed on _____,
_____ 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
personal site and agrees to follow the rules, policies, and procedures of TCC.

DEFINITION

Long Term refers only to the length of the agreement.

TERM

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

- A. The TCC membership votes to change the document
- B. Terminated in writing by either party

OWNERSHIP OF PERSONAL PROPERTY

The member represents that they have actual and legal ownership of all personal property on the personal site.

MONTHLY SITE FEES AND PAYMENTS

The TCC Landsite is private property, and qualifying members granted the privilege of a personal site on the land site as outlined in the Long Term Personal Site Policy and the TCC policies, procedures, and rules that the member receives with this Long Term Personal Site Agreement. A member may approach any board member to request consideration of financial hardship by the entire board.

Personal site holders will pay the fee as set during TCC business meetings, payable on a quarterly basis. Payments are considered delinquent after ninety (90) days.

ELECTRICITY USE FEE

The electric fee for a personal site requiring electric service is determined by:

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

ELECTRICAL SERVICE CONNECTION FEE

The signing member will be responsible for all fees involved in establishing electrical service to personal 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 TCC events as outlined in the Long Term Site Policy 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. TCC may consider the site abandoned if the signer does not meet this requirement.

In the event of a site is 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 any personal property removed from the site.

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

GENERAL

As the sole owner of the land site, TCC through a $\frac{3}{4}$ membership vote has the right to terminate this agreement for any 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 the 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.

The signer is still responsible for monthly fees incurred during the delinquent period until resolution of the matter.

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 Personal Site Agreement only after TCC membership decides the new owner may occupy the site.

AMENDMENTS 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 the 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 personal 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.

The 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 the 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 Personal Site Agreement and the accompanying copy(s) of the TCC Long Term Personal 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 Personal Site 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 Personal 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:

