

## **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

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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:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_