

LAKE FOREST RESORT AND CLUB CONDOMINIUM ASSOCIATION



Lake Forest Resort

Shared Ownership & Condo Rentals

Eagle River, WI

AGREEMENTS AND CONTRACTS

TO: LAKE FOREST RESORT AND CLUB
SUBJECT: Amenities contract with Treehouse Village Resort Association amendment

Lake Forest Resort and Condominium Association will provide, will provide to Treehouse village with its amenities program including the use of the beach facilities for the calendar year 2017. There will not be any monetary fee paid to Lake Forest in lieu of use of the tower located on Treehouse property now being used to support Lake Forest WiFi system. Treehouse Village will also allow Lake forests owners and guest to use Treehouse Village WiFi while using the Health and Fitness Center.


Treehouse village will provide a copy of the insurance certificate which verifies that Lake Forest is listed as an additional insured on the Treehouse primary and umbrella policies for comprehensive liability. Treehouse shall also add a \$1,000,000 umbrella policy to their primary business liability policy with proof of insurance coverage for both the primary and umbrella policy supplied to Lake Forest by January 31, 2017.

Treehouse shall indemnify and hold Lake Forest harmless for any liabilities resulting from Treehouse owner and guest's uses of Lake Forest property or programs. This indemnification and hold harmless apply to Lake Forest shall specifically apply to indemnify Lake Forest, the owners and guest of Lake Forest.

Lake Forest Resort and Condominium Association, Inc.

By  Date: 12/2/2016
Tim Mikel, President

Treehouse Village Resort Association, Inc.

By  Date: 16 Nov 2016
George Hunter, President

RECREATION MEMBERSHIP AGREEMENT

THIS AGREEMENT is made as of 12/11/2018, by and between OSO, LLC d/b/a Lake Forest Recreation Area, 3801 Eagle Waters Road, Eagle River, Wisconsin, a Wisconsin limited liability company, herein referred to as "LFRA," and Lake Forest Resort and Club Condominium Owners Association, Inc., a Wisconsin non-profit corporation, located at 1531 Golf View Road, Eagle River, Wisconsin, herein referred to as "Association."

WITNESSETH:

WHEREAS, the Association is desirous of entering into an agreement with LFRA for purposes of providing certain benefits and privileges to the members of the Association; and

WHEREAS, LFRA owns a golf course, fitness center, docks, clubhouse and land that includes cross country ski trails, woods, trails, and shoreline, herein referred to as Recreation Property; and

WHEREAS, the parties to this Agreement understand that the sum paid by the Association is an integral part of the LFRA budget and is committed to defraying operational costs that pertain to the Recreation Property.

NOW THEN, in consideration of the mutual promises and covenants herein contained, it is agreed as follows:

1. Member Definition. The term "Member" as used herein describes and includes an Association unit week owner ("Owner"), that Owner's immediate family members, guests, sublets, renters or trade-ins, up to a maximum of eight (8) persons, while occupying an Association unit.

2. Member Benefits. During the term of the Agreement, LFRA shall provide to each Member the following benefits, subject to described terms, availability, and adherence to established regulations, rules and service charges unless charges are discounted in this Agreement:

- Access to and use of the developed, privately-owned, well-maintained, and operated Recreation Property;
- Golf course, at established fees, with a 10% discount on greens fees. LFRA shall provide two sets of rental golf clubs to Members free of charge, while supplies last;
- Use of the Lake Forest Health and Fitness Center. Hours of operation will be from 9 am to 9 pm daily; except Thanksgiving Day, Christmas Day, and spring shutdown maintenance period.

- Use of boat docks located by the Clubhouse; and use of boat launch subject to the terms and conditions of the Lake Forest Landing Property Owners Association.
- Use of groomed cross-country ski trails.

3. Owner Benefits. During the term of this Agreement, LFRA shall provide to each Association unit week Owner and their dependent family members, who are in their company, the right to year-round use of the Lake Forest Health and Fitness Center, 10% discount on greens fees at any time and use of cross-country ski trails at any time, not just during their week of occupancy at the Association.

4. Use at Member Risk. Each member of the Association while using the Recreation Area property, shall use the same at his or her own risk.

5. Term. The term of this agreement is for three years, from January 1, 2019 through December 31, 2021. In consideration for the use of Recreation Property and services outlined in this Agreement, the Association shall pay LFRA the annual sum of \$73,521.60. Said amount is to be prorated and paid on a monthly basis in the amount of \$6,126.80 no later than the 5th day of each month. At the end of said three year term, this agreement shall automatically renew on an annual basis with a 3% increase per year unless modifications are requested in writing by either party prior to October 15, 2021, and agreed upon no later than December 15, 2021, or in any calendar year thereafter.

6. ADA Compliance. The Association acknowledges that if LFRA is required to install ADA compliant lifts to provide access to the swimming pool and hot tub located in the Lake Forest Health and Fitness Center, the association shall pay a one-time assessment equal to one third of the cost of said lifts. Competitive bids for purchase and installation of lifts will be obtained and provided to the Association before any work is done.

7. Membership Participation. The Lake Forest Health and Fitness Center exists exclusively for the benefit of Lake Forest Resort and Club and Treehouse Village. Participation by both entities in their respective Recreation Membership Agreements is necessary. If both entities are not willing to partner with LFRA to keep the doors open, then the Lake Forest Health and Fitness Center will close.

8. Signage and Landscaping. LFRA agrees to maintain signage in a manner that is aesthetically pleasing which will include trimming shrubbery and weeding the beds in which the signage is installed.

9. Compliance with Laws. LFRA agrees to compliance with any and all applicable laws, rules, and regulations adopted or promulgated by any governmental agency or regulatory body, and state, federal and local laws.

10. Indemnification. LFRA shall defend, indemnify and hold harmless Association and Association Owners and Members from and against all losses arising out of or resulting from (a) bodily injury, death of any person or damage to real or tangible, personal property resulting

from the willful, fraudulent or grossly negligent acts or omissions of LFRA or LFRA personnel; and (b) LFRA's material breach of any obligation of LFRA set forth in this Agreement. In no event shall LFRA indemnify Association and Association Owners and Members from acts committed by Association and Association Owners and Members in their use of the Recreation Property.

11. Termination of Agreement. Either party may terminate this Agreement, effective upon written notice to the other party (the "Defaulting Party"), if the Defaulting Party: (a) materially breaches this Agreement, and such breach is incapable of cure, or with respect to a material breach capable of cure, the Defaulting Party does not cure such breach within thirty (30) days after receipt of written notice of such breach.

12. Insurance. At all times during the term of this Agreement, LFRA shall procure and maintain, at its sole cost and expense, Commercial General Liability with limits no less than \$1,000,000.00 per occurrence and \$4,000,000.00 in the aggregate, including bodily injury and property damage, which policy will include contractual liability coverage insuring the activities of LFRA under this Agreement;

13. Miscellaneous.

a. Assignment. This Agreement binds LFRA and its successors and assigns. This Agreement inures to the benefit of the Association and its successors and assigns.

b. Severability. The invalidity or unenforceability of any provision of this Agreement shall not affect the validity or enforceability of any other provision of this Agreement. If any provision of this Agreement shall be held invalid or unenforceable in part, the remaining portion of such provision, together with all other provisions of this Agreement, shall remain valid and enforceable and continue in full force and effect to the fullest extent consistent with law.

c. Waiver. The failure of any party hereto to insist, in any one or more instances, upon performance of any of the terms and conditions of this agreement, shall not be construed as a waiver or relinquishment of any right granted hereunder or of the future performance of any such term, covenant or condition.

d. Governing Laws. This Agreement was entered into by the parties in the State of Wisconsin and the Agreement shall be construed in accordance with and governed by the laws of the State of Wisconsin and the parties hereby submit themselves to the jurisdiction of the courts located in the State of Wisconsin.

e. Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original but all of which together will constitute one and the same instrument.

f. Headings. The section headings contained in this Agreement are inserted for convenience only and shall not affect in any way the meaning or interpretation of this Agreement.

g. Beneficiaries. The Association and each of its parent, subsidiary or affiliate entities, successors and assigns of any level shall each be beneficiaries of this Agreement.

h. Entire Agreement. LFRA and Association acknowledge that this document supersedes any other agreement, whether written or oral, between them concerning the subject matter of this Agreement and that this Agreement can only be amended in a writing signed by both parties.

OSO, LLC d/b/a Lake Forest Recreation Area

By: Glenn Schiffmann (MC) 12/12/18
G.P.S.II Inc., Managing Member Date
Glenn Schiffmann, President

LAKE FOREST RESORT AND CLUB
CONDOMINIUM OWNERS
ASSOCIATION, INC.

By: Dan Krueger 12/14/2018
Name: Dan Krueger Date
Title: President