

## **Camping Resort Non-Disturbance Agreement**

This agreement is entered into this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_,  
between \_\_\_\_\_, a camping resort operator hereafter referred to  
as "the Operator", and \_\_\_\_\_ hereafter referred to as "the Bank".

The Operator owns and operates a Resort located in \_\_\_\_\_ County, Washington,  
described in Exhibit A, which is attached and incorporated into this agreement by reference. The Operator  
as borrower and the Bank as lender have entered into a credit agreement dated \_\_\_\_\_,  
20\_\_\_\_ to secure the Operator's obligations to the Bank. The Operator granted the Bank a lien on the  
Resort by issuing a \_\_\_\_\_ described in Exhibit B which is attached and  
incorporated into this agreement by reference.

The Operator sells Camping Resort Contracts which entitle the Purchasers to use the Resort and the  
facilities located thereon as provided in the Camping Resort Contracts. **Purchaser** shall mean a person  
who enters into a Camping Resort Contract with The Operator and thereby obtains title to, an estate or  
estate in, license, or the right to use the Resort. **Camping Resort Contract** shall mean an agreement  
between The Operator and a Purchaser evidencing the Purchaser's title to, estate or right of license to  
use the Resort for more than 30 days.

The Bank and The Operator desire to enter into this agreement for the benefit of Purchasers who are in  
good standing under their Camping Resort Contracts with The Operator in order to provide continuing  
use in compliance with the Camping Resort Act, 19.105 Revised Code of Washington.

In consideration of the mutual promises and covenants herein contained, and other good and valuable  
consideration, the parties hereto hereby agree as follows:

The Bank hereby covenants and agrees that The Bank's rights in the Resort shall be subordinate to the  
rights of Purchasers from and after the recording of this instrument.

In the event The Bank or their successors and assigns acquires the Resort through foreclosure or by  
deed in lieu of foreclosure of the credit agreement, they shall take the Resort subject to the use of the  
Purchasers.

In the event The Bank or their successors and assigns acquires the Resort through foreclosure or by  
deed in lieu of foreclosure of the credit agreement, they shall not discontinue use of the Resort or cause  
the Resort to be used in any manner which materially prevents Purchasers from using or occupying the  
Resort in the manner contemplated by the Purchasers Camping Resort Contracts. However, The Bank  
and their successor and assigns, shall have no obligation or liability to assume the responsibilities or  
obligations of the Operator under the Camping Resort Contract.

In the event The Bank obtains title to or possession of, or causes a change in the title to or possession of, the Resort by foreclosure or otherwise, and do not continue to operate the Resort upon conditions no less favorable to Purchasers than existed prior to the change of title or possession, the Bank hereby agrees to either:

- A. Offer the title to or possession of the Resort to an association of Purchasers to operate the Resort; or
- B. Obtain a commitment from another entity (*which obtains title or possession to the Resort*) to undertake the responsibility of operating the Resort.

The covenants contained herein may be enforced by each Purchaser of a Camping Resort Contract from the Operator provided that the Purchaser is not in default under the terms of the Purchasers Camping Resort Contract. If the Operator is not in default under its obligation to the Bank under the Credit Agreement the covenants contained herein may be enforced by the Operator.

The covenants contained herein shall be effective as between each Purchaser and the Bank despite any rejection of cancellation of the Purchasers Camping Resort Contract during any bankruptcy proceedings of the Operator.

This agreement shall inure to the benefit of and be binding upon the successors and assigns of the Operator, and the Bank, including any person who acquires the Resort through foreclosure or by deed in lieu of foreclosure of the Credit Agreement.

The covenant of non-disturbance contained herein is made for the benefit of the parties hereto and each purchaser and shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns. The covenant of non-disturbance contained herein shall be deemed to be a covenant which runs with the land described in Exhibit A.

The parties hereto have executed this agreement by their duly authorized officer as of the date first written above.

\_\_\_\_\_  
CAMPING RESORT NAME AND ADDRESS

\_\_\_\_\_  
NAME AND TITLE

\_\_\_\_\_  
DATE

\_\_\_\_\_  
BANK NAME AND ADDRESS

\_\_\_\_\_  
NAME AND TITLE

\_\_\_\_\_  
DATE