

RV Campground Resort LLC

Seasonal Lease Agreement & Rules

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SEASONAL CAMPING LEASE AGREEMENT W4676 30th Street Necedah, WI 54646 (608

(608) 565-3825

Seasonal Contract

| Campers' Names | | |
|--|---|--|
| Address | | |
| City/State/Zip | | |
| Telephone Number | | |
| Email List Children's and Grandchildren' ——————————————————————————————————— | 's First Names (include adults and minors) – if applicable | |
| Seasonal (Permanent) Campers \$200 deposit is due with application Deposit is not refundable | Site No Fee per season (cash or check)\$2,100 Fee per season (credit card)\$2,200 Deposit of \$200 Due by November 30 Balance due by March 31 | |
| | ommencing April 15, 20 and ending April 14, 20 | |
| Or Pro-rated from for | r theseason in the amount of | |
| Camper shall pay a seasonal fee in | the sum of \$2,100 or \$2, 200 if paying by credit card. | |
| Season fee shall be paid as follows: A down payment of \$200 shall be paid by November 30 to hold Camper's site for the next season. Remainder shall be paid in full by the following April 1. Any payment due, which is more than ten (10) days late, shall be deemed delinquent. A delinquent account means that your unit will be removed from its site and stored at a rate of | Fill out the following if paying by credit card (\$2,200 total): 1. Credit Card Type (Visa, MasterCard, etc.) 2. Credit Card Number 3. Security Number (3-digit number on back of card) 4. Name on Card | |
| \$10 a day. Camper has 10 days to remove unit, at which time, it will be removed by Resort. | 5. Expiration Date of Card | |
| This agreement is made between Summer Hide, and by sign | eaway RV Campground Resort LLC anding this contract, said camper agrees to the attached rules. | |
| Camper's Printed Name | Camper's Signature Date | |

Campers and Resort freely and voluntarily abide by the rules and enter in to the following agreement:



- 1. Resort may make such reasonable rules governing Resort's campground and use of said campsite as Resort deems necessary. Camper agrees to observe and comply with all rules. Violations of the rules shall be deemed a breach of this Agreement. Resort may make changes in the rules, giving 14 days prior written notice of changes to Camper before the new rules become effective.
- 2. Any notices necessary under the provisions of this Agreement may be served personally upon the parties or by the United States mail, properly addressed to the respective parties as follows:

Resort

Summer Hideaway RV Campground Resort ^{LLC} Attn: Laurie or Jim Lewis OR Erin or Tim Voll W4676 30th Street East Necedah, WI 54646

Camper

Name of Camper Address of Camper City, State and Zip of Camper

- 3. A Camper is defined as the trailer owner or owners that are 21 years of age or older. In addition, the camper/s adult children (18 or older), minor children, and grandchildren are also welcome at the Resort.
- 4. This contract is by and between Resort and Signers of this Agreement. It shall not be transferred without the explicit permission of Resort. Camper shall not, voluntarily, involuntarily or by operation of the law, rent the whole or any part of said campsite or any personal property located thereon to any other persons to occupy the same. Any attempt to assign or rent the same shall cause this Agreement to be deemed null and void effective immediately. Acceptance of payment of seasonal fee, in whole or in part, from any other person by Resort shall not be deemed to be a waiver of any of the provisions of this agreement or to be consent to the assignment or rental.
- 5. Guns or weapons of any sort are strictly prohibited in any public area of Resort.
- 6. All terms, conditions and covenants contained herein are severable. If any of the same shall be held to be invalid by any competent Court, this Agreement shall be interpreted as if the same was not contained therein.
- 7. Upon termination of this Agreement, if Camper shall fail to remove from said campsite all of Camper's personal property, including without limitation the unit, deck, porch, shed, gazebo, etc. Resort shall have the right to remove the same from said campsite. Camper grants Resort a lien upon said personal property for the actual and reasonable costs of removal and storage. The storage fee shall be \$10.00 (plus tax) per day or portion thereof.
- 8. If Camper elects to sell on-site Camper's unit and associated personal property, Camper must notify Resort prior to commencing any sale activities. Camper may not put up a (for sale) sign on Camper's leased property. Camper may put a (for sale) sign in the Resort office in the designated area.
- 9. Resort will not refund any portion of the seasonal fee upon sale of Camper's unit or associated property; however, if the new buyer/s submits an application to Resort and the buyer is accepted, the remainder of the season may be completed by the buyer.
- 10. Camper shall pay all costs, expenses and reasonable attorneys' fees that may be incurred or paid by Resort in enforcing the terms of this Agreement, unless otherwise prohibited by law.
- 11. Photos taken during stay may be used in promotional pieces.



- 12. A Unit is defined as a Recreation Vehicle Industry Association (RVIA) approved recreational vehicle including Class A, B, or C RV Motorhomes, Travel Trailers, Fifth Wheels, or Pop-up Campers.
- 13. All trailers must be inspected and be in excellent condition prior to locating it on a seasonal campsite. All types of trailers and park model trailers must be 10 years or younger unless approved by Resort.
- 14. The water pressure in the park is a constant 60 psi and there is very little pressure drop due to friction loss. Therefore, it is highly recommended that the campers have an RV water pressure regulator on their trailer.
- 15. Placement of Camper's trailer on site is determined by the gravel pad and utility access.
- 16. If Camper stores anything under said trailer, the trailer must be skirted.



CAMPSITE

17. DO NOT DIG ON CAMPSITE WITHOUT RESORT LOCATING UNDERGROUND UTILITIES!!!

- 18. Camper has an opportunity to inspect said campsite. Camper has determined that said site is suitable for Camper's unit, and accepts the same. Resort has made no representations or warranties, written or oral, expressed or implied, concerning said campsite.
- 19. Campsite is designed for one unit only. With prior Resort management consent, an additional unit may be permitted for not longer than three consecutive nights.
- 20. Camper states that the unit to be parked on said campsite shall be used exclusively for camping or recreational purposes and will not be used as Camper's principal residence.
- 21. Seasonal Camper will transfer their site meter to an account that Camper creates with Alliant Energy. Camper will pay electric bill directly to Alliant Energy.
- 22. Camper shall maintain public liability, fire, wind and other hazard insurances upon their personal property situated upon said campsite and for their acts or omissions occurring while occupying said campsite in amounts acceptable to Resort, said acceptance not to be unreasonably withheld. Within ten (10) days of written demand by Resort, Camper shall provide evidence to Resort of said insurance being in full force and effect.
- 23. Resort shall not be liable for the loss or damage to any property of Camper or of others by interruption of electrical service, by theft or otherwise, or by trees, bushes or other growing vegetation. Resort shall not be liable for any damage caused by or arising as a result of acts or omissions by occupants, other than Resort, of adjacent campsites or property or the public, or caused by operation and construction of any private, public or quasi-public work.
- 24. All landscaping improvements made to Camper's campsite, such as trees or bushes, become the property of Resort.
- 25. Camper shall quietly and peacefully return said campsite in as good a condition as the same was upon commencement (including improvements made by Resort) of this Agreement, ordinary wear and tear excused.
- 26. Camper shall keep said campsite and all personal property located thereon in a state of cleanliness and healthy sanitation and shall comply with all ordinances and regulations of the Township of Germantown, the State of Wisconsin, the United States, and any authorized agency of said governmental bodies.

- 27. Camper is responsible for keeping said site maintained in a clean, neat, and safe condition at all times, which includes regular lawn cutting and policing of the site. If Camper is unable to come to the park for an extended period of time, campsite lawn will be cut, if necessary, for a reasonable fee. Lawn-cutting service is available—Camper can schedule it at the park office. If Camper fails to maintain said campsite, Resort will give Camper a 10-day notice. If campsite is not maintained, Resort shall charge the Camper a \$20 maintenance charge for each occurrence.
- 28. All permanent structures that are erected on your campsite (including but not limited to storage sheds, skirting, decks, room additions, three-season rooms, screen tent/room, or car ports) must be approved prior to installation by Resort no exceptions. Upon prior written consent of Resort, the following requirements are applicable to any deck so constructed:
 - a. Must not encroach on any other site.
 - b. Plans must be submitted to management and be pre-approved.
 - c. Camper may be asked to remove structure if not properly maintained.
 - d. All construction (new and remodel) shall have applicable permits from township and county, if necessary.
- 29. Upon written prior consent of Resort, Camper (at its own expense) may construct a fence upon or around said campsite. The following requirements are applicable to said fence so constructed:
 - a. The boundary lines of said campsite are marked by Resort prior to commencement of construction.
 - b. Said fence must be approved in writing by Resort management.
- 30. No trees may be moved or removed without park management approval, and Resort will do the moving or removing.
- 31. Any garbage cans on Camper's site must have a lid. All garbage must be disposed of in the park dumpster (located on the west end of the property) when leaving the park at the end of Camper's stay. A fee will be charged if Resort has to clean up Camper's site.
- 32. Clothes lines are permitted and must be placed high enough so as not to create a hazard.
- 33. Cleaning fish is permitted only on your campsite. All waste must be disposed of immediately and appropriately. **Camper will NOT clean fish in either bathhouse.**
- 34. For the safety of everyone at Resort, please put out your fire before you go to bed, and **NEVER LEAVE YOUR FIRE UNATTENDED.**
- 35. Camper shall not use said campsite for any illegal activity or activity which would injure the reputation of Resort or Resort's business.



PETS

- 36. Pets are permitted and dogs must be on a leash when not on Camper's site. Never leave pets unattended. Dog runs or pens in Camper's campsite are prohibited.
- 37. No pets are allowed in the pool area.
- 38. All animal waste must be picked up immediately and placed in a closed garbage bag and disposed of in the park's main dumpster or any of the receptacles located throughout the park.
- 39. In order for your pet to use the dog play area with other dogs present, your pet must get along with other dogs; and your pet's shot's must be current.



- 40. There is no fee for guests, but all guests and guest vehicles must be registered at the park office. Campers are responsible for this registration. Please do not abuse it by bringing in too many people.
- 41. If said guests fail to register with Resort, there shall be charged to Camper of \$5.00 for each guest. Said fee shall be due and payable upon demand.
- 42. None of Camper's guests may stay or visit the campground unless one adult (21 years old or older) family member on the original registration form is present.



GOOD NEIGHBOR POLICIES

- 43. Resort's property lines are clearly marked. There will be no trespassing on any of the surrounding neighboring properties. This rule is strictly enforced up to and including expulsion from Resort. All roadways and cutthrough paths are clearly marked. There is no trespassing on other seasonal sites.
- 44. No littering. You have your own garbage cans, and trash receptacles are available throughout the park.
- 45. All recyclables must be recycled. A clearly marked recycle bin is in the dumpster area.
- 46. Quiet time is set from 11 p.m. to 8 a.m. Adults must supervise their minor children. Minor children (under the age of 21) are prohibited from occupying said campsite without their parent or legal guardian present. Minor children shall be restricted to campsite at 11 p.m. and prohibited off campsite after that time without the accompaniment of an adult 21 years or older.
- 47. Due to the forest-fire threat, fireworks are prohibited at Resort.



VEHICLES AND PARKING

- 48. Prior to Camper operating a golf cart on Resort property, Camper must show Resort proof of Homeowners, Car, or Renter's liability insurance. Proof of insurance shall be furnished annually. No golf carts may be operated after dusk unless the same are equipped with adequate lights. Only licensed drivers shall operate said golf cart. Golf carts must be properly maintained at all times. No two-cycle golf carts are allowed.
- 49. Speed limit at Resort is strictly enforced at 5 mph for all motorized vehicles. No vehicles are allowed on the easements. All vehicles and guest vehicles must be parked on Camper's campsite.
- 50. Due to emergency vehicle access, there is no parking on any of the park roads. Limited parking for golf carts is provided at the center park.
- 51. Your boat must be parked on your campsite. For winter, you may store your boat on your campsite.
- 52. Resort will provide overflow parking on an as needed, temporary basis at Resort's discretion.



- 53. There are **NO LIFEGUARDS** at Resort. Swim at your own risk. Camper specifically acknowledges that Resort does not maintain a lifeguard on duty. On behalf of Camper and their children, guests and any other persons associated with Camper, Camper assumes full responsibility for their safety while using the three pools and any of the park equipment children or adults.
- 54. In the fenced swimming area, children under 14 must be accompanied by a parent or adult guardian. Diving, running, pushing, rough housing, or foul language will not be tolerated. Violators could be banned from the center park for the remainder of their stay at the campground.
- 55. The playground is closed after dark.
- 56. The park provides coin-operated laundry facilities and a Men's and Women's bathhouse that includes sinks, toilets, free showers and baby-changing station in each.
- 57. The park provides a pavilion for camp activities, or can be rented (for a nominal fee) for individual parties.
- 58. Rules are clearly posted in all recreational areas.