Seasonal Admission Agreement 2018

Commencing/Ending on: 05/01/18 to 10/15/18

***Limited Admission/Storage: 10/16/17 to 05/01/18**

***Limited Admission with Managements Approval**

Name(s)_____Campsite No._____

Address_____

City/State/Zip_____

Home Telephone_____Cell/Work Telephone_____

Email Address(es)_____

Emergency Contact_____ Emergency Number_____

Insurance Company_____Policy Number_____

Trailer Type/Year_____

Family Members_____

_____

By signing this Agreement, I (we) am (are) hereby acknowledging that all Campers, Occupants, and family members, guests and invitees have read and understand the Campground 2018 Rules & Regulations, WI Sate Statue 895.525, Photo/Video Usage Release, as well as the Seasonal Admission Agreement for 2017, and that all Such individuals agree to be bound by and comply with the terms of this Agreement and such Rules & Regulations.

CAMPER:
By: _____ Date: _____

By: _____ Date: _____

Campground: River's Edge Incorporated

By: _____ Date: _____
Sarah Krause, Manager

Agent for maintenance and collection of Seasonal Admission Fee:
Sarah Krause, Manager
Rivers Edge Inc • 3266 Campsite Drive • Stevens Point, WI 54482 • 715-344-8058
Email: riversedgewisconsin@yahoo.com • Website: www.riversedgewisconsin.com

Seasonal Admission Fee:_____

Security Deposit:_____

1st Payment Due 11/01/17

2nd Payment Due 03/01/17

3rd Payment Due 05/01/17

Total Paid :_____

Credit Card payments are subject to a 3% service fee.

THIS SEASONAL ADMISSON AGREEMENT FOR 2018 (the "Agreement"), made and entered into by and between Rivers Edge Campground, Inc (hereinafter referred to as the "Campground") and the individuals identified on Page 1, jointly and severally, hereinafter referred to as "Camper" (subject to the further requirements below);

The parties hereto freely and voluntarily enter into the following agreement:

1. Notwithstanding anything to the contrary set forth herein, the term "Camper" shall be further defined and interpreted to mean **no more than two adults and their unmarried under 18-year-old dependent children**.

2. A "Camping Unit" is defined as a **RVIA Approved Recreational Vehicle**.

a. All Camping Units which are 5 years old or older must be pre-approved by Campground Management prior to moving same onto Campsite.
b. It is strictly prohibited that any Camping Unit 15 years or older be situated upon the Campsite without Managements approval. Any Camping Unit which becomes 15 years old during the term of this Agreement may not be sold while situated at the Campsite but must be removed from the Campsite and the Campground (defined below) at the end of the term of this Agreement unless Camper has written consent from campground management.

3. "Site" or "Campsite", as used herein, specifically refers to the Site Number referenced on page 1.

4. "Campground" shall mean Rivers Edge Campground, Inc, located at the Property Address on page

5. THIS IS Not A Lease. This Agreement is a contract which is binding on both the Campground and the Camper. This Agreement is not a lease of real estate. The Camper is not a tenant. This Agreement is, for legal purposes, a license to use the property of the Campground on the conditions which are stated in this Agreement.

6. Term

a. Campground does hereby allow Camper Admission to Site during the term referenced on Page 1 for no more than a continuous time period between May 1st and October 15.

b. Camper must notify Campground 30 days prior to Agreement expiration if they have no intention of renewing Agreement. Failure to notify campground within 30 days, results in camper forfeit of the $500.00 deposit.

c. Upon expiration or termination of this Agreement, Camper shall quietly and peacefully return the site to as good a condition as it was upon commencement of this Agreement, ordinary wear and tear excepted.

d. On or before the expiration or termination of this Agreement, Camper shall remove any and all of its personal property from the Campsite including the Camping Unit. If Camper shall fail to timely remove from the Campsite any and all of its personal property, Campground shall have the right to remove said personal property from the Campsite, with a lien upon said personal property for the actual and reasonable costs of removal and costs of storage which shall be not

less than $20.00 per day. Campground shall not be liable for any damage incurred in moving said personal property and camping unit, nor for the safekeeping of same.

e. Holdover. If Camper remains in possession of the Campsite after the expiration or termination of this Agreement with the written consent of Campground but without executing a new agreement, Camper shall be deemed a month–to-month camper. The Camper is responsible for and agrees to pay the then existing Monthly Admission Fee (defined below) per month, in advance, during such month-to month admission. Such month-to-month admission may be terminated by either party, effective as of the end of any calendar month, by twenty-eight (28) days' written notice to the other. If Camper remains in possession of the Campsite without the written consent of the campground, Camper shall pay Campground's damages arising from Camper's failure to vacate the Campsite, and in the absence of proof of greater damages, Campground's damages shall be deemed to be twice the amount of the Monthly Fee, apportioned on a daily basis or management can remove the camping unit and personal property. This provision does not waive any other right of the campground under this Agreement, at law or in equity.

f. If Camper requires the assistance of the Campground in moving Camper's Camping Unit and/or other personal property (ie: decks, sheds, etc), such service will be provided at the convenience of the Campground, without assuming any responsibility for any damage to the Camping Unit and/or other personal property, at a rate of $55.00 per hour (one hour minimum). Such rate shall include an operator and necessary equipment normal to such moves. Campground's equipment shall not be loaned.

7. Seasonal Admission Fee

a. Campers shall pay, in full, a non-refundable "Seasonal Admission Fee" in the amount stated on Page 1 of this agreement on the date of execution of this Agreement ("Due Date").

c. In addition to any and all remedies available to the Campground under this Agreement and/or pursuant to the applicable law, the campground shall have the right to take the following actions and collect or recover damages as follows:

i. Assess the Camper a late fee of $50.00 on the 5th day from the Due Date if any portion of the Seasonal Admission Fee remains unpaid ("Late Fee"); and
ii. On the 10th day from the Due Date, if any portion of the Seasonal Admission Fee remains unpaid, this Agreement will automatically terminate and camper shall forfeit the $500.00 deposit.
iii. Collect from Camper any and all costs or fees incurred by campground associated with collecting any or all costs, Additional Late Fee and Termination Fee due under this Agreement; and
iv. Collect from Camper any and all attorney's fees incurred by the campground associated with collecting any or all of the Late Fee, Additional Late Fee and Termination Fee due under this Agreement.

8. Campsite Deposit

Campers shall pay, in full upon execution of this Agreement, a campsite deposit of $500.00, which such "Campsite Deposit" shall be subject to the following terms and conditions:

a. Said campsite deposit shall be held as security for the prompt, full and faithful performance by Camper of each and every provision of this Agreement.

b. The Campground is not required to hold the Campsite Deposit in any special or trust account, but may commingle the Campsite Deposit with other funds of the Campground. No interest shall be paid to the Camper on the Campsite Deposit.

c. If the Camper fails to perform any of its obligations under this Agreement, Campground may (but shall not be obligated to) apply part or all of the Campsite Deposit to cover:

(i) the Seasonal Admission Fee,

(ii) any sum expended by the campground on Camper's behalf in accordance with the provisions of this Agreement, or

(iii) failure to notify management 90 days prior to departure,

(iv) seasonal admission fee outstanding for more than 10 days, or

(v) campground's costs or expenses resulting from Camper's default. The Campground's application of the Campsite Deposit shall not prevent the Campground from exercising any or all of its rights and remedies provided in this Agreement, at law or in equity.

d. If the campground applies the Campsite Deposit for any of the above purposes, Camper shall pay additional funds to the campground to restore the Campsite Deposit to its original amount within ten (10) days of the Campground's written demand.

d. Provided that the Camper meets all its obligations under this Agreement, the Campground shall return the Campsite Deposit upon the later of:

(a) the expiration or termination of this Agreement,

(b)Camper's surrender of the Campsite in accordance with this Agreement, or

(c) Camper's timely payment of all amounts due under this Agreement.

9. Sale of Camping Unit; Sublease/Assignment of Campsite

a. Any sale or early removal of Camping Unit from the Site, without prior consent of the Campground will immediately VOID this Agreement, no refund or proration of the Seasonal Fee will be made and Camper shall have no further rights or interests with regard to the Site after the date of such unauthorized removal. Camper and Campground agree and acknowledge that the Campground may immediately attempt to fill the Site following the voiding of this Agreement.

b. Any attempt by Camper to assign this Agreement or substitute another person as camper of the Campsite shall be null, void and of no effect, unless Camper first obtains the written consent of the Campground (which must be obtained each time Camper seeks to assign or substitute another user of the Campsite), which such consent shall be in the Campground's sole discretion.

c. In the event that Camper removes the Camping Unit from the Site without intent to return to Site (provided in writing to the Campground) with another comparable Camping Unit without prior authorization from the Campground, this Agreement will terminate on the date that the Camping Unit is removed, no refund or proration of the Seasonal Fee will be made and Camper shall have no further rights or interests with regard to the Site after the date of such unauthorized removal. Camper and Campground agree and acknowledge that the Campground may immediately attempt to fill the Site following the voiding of this Agreement

d. Only upon prior written consent of the Campground, and subject to the below requirements, May Camper advertise the Camping Unit "For Sale" at the Campsite. The following requirements are applicable to said sale: (i) said Camping Unit shall be listed "For Sale" at the Campground store/office and on the campground website and (ii) "For Sale" signs shall not be posted at the Campsite or in or on said Camping Unit.

10. Electricity

a. Each Camping Unit is to be plugged into the campground electric box that is located on Camper's Campsite.

b. The electric meters will be read on a quarterly basis and Camper will have 15 days with which to pay the electric usage fee along with the $5.00 monthly meter fee. Campground shall provide a written invoice to Camper at the above address or email address setting forth the amount owed. If fee is not timely paid by the date provided on the written invoice, electricity to the Camping Unit may be disconnected by the Campground. If electricity is not paid by the due date a late fee of $15.00 will be assessed on the 1st day past due. When electricity is disconnected due to non-payment or in arrears 30 days, an additional reconnection fee or late fee will be assessed of $50.00 per every 30 days past due and all unpaid electric fees must be paid prior to the electrical service being restored.

c. All electrical fees must be paid up to date, prior to the removal of the Camping Unit from the Campground.

d. No generators may be used except during utility power outages.

11. Pump-Out Services

a. Sewage pump-out services are provided at the rates posted from time to time in the office/store, and shall be paid at the Campground office in advance of services rendered.

b. All pump-out services shall be as posted. All pump-out requests must be received by 6:00 pm on the day prior to pump-out for posted service. If request is received late, it shall be deemed a special request and subject to special request fees which shall be posted from time to time in the store/office.

c. Prior to pump-out, Camper shall inspect and warrant that all valves, drains, hoses, holding tanks and related equipment on the Camping Unit are in proper working order. If the same are not in proper order, Campground shall have the right to refuse to pump out Camping Unit until Camper notifies the Campground that all necessary repairs are made.

d. Campground assumes no responsibility for the condition of the holding tank on any Camping Unit or for any damage caused by or arising from said pump-out services. ***ALL CAMPING***

UNITS WILL HAVE EXTERIOR TRANSFER TANKS OF EITHER 125 OR 300 GALLONS TO BE PUMPED ON SITE.(See Management for applicable details.) Camper may haul their own waste in an acceptable waste transfer device with permission of the Campground.

12. Guests

a. The Camper is responsible for the conduct of their day and overnight guests, and shall be personally liable for any injuries or property damage arising from the actions of such guests.

b. All Day guests must register at the office upon arrival and are subject to a daily fee of $5.00, as well as, a parking fee of $5.00 (see Rules & Regulations), and must leave campground prior to 10:00 pm. Any day guests failing to leave the Campground prior to such time will be deemed overnight guests and subject to the applicable fees below or will be subject to Trespassing Laws.

c. All overnight guests must register at the office upon arrival and the following additional fees shall apply:

i. If the overnight guests are staying with the Camper in the Camping Unit, there is a $10.00 overnight fee, per overnight guest, chargeable to Camper and payable upon registration of said overnight guests.

13. Condition of Site

a. Camper has had an opportunity to inspect the Site. Camper has determined that the Site is suitable for the Camper's Camping Unit and accepts the Site in an **"AS-IS"**, **"WHERE-IS"** condition with all faults.

b. Camper acknowledges and agrees that the Campground has made no representations or warranties, written or oral, express or implied, concerning the Campsite.

c. Camper shall keep the Campsite and any and all personal property located thereon in a state of cleanliness and healthy sanitation and shall, at all times, comply with all governmental laws, statutes, ordinances, rules, regulations or requirements now or hereafter in force relating to or affecting the condition, use or occupancy of the Campsite including but not limited to, the ordinances and regulations of the Township of Dewey, Portage County, the State of Wisconsin, the United States and any authorized agency of said governmental bodies.

d. Camper shall be responsible for the maintenance and repair of any and all personal property (including the Camping Unit) located upon the Campsite and for the maintenance of the Campsite.

e. In the event Camper fails to keep the site properly maintained (mow, weed eat, trash) Campground may give Camper notice of the deficiency (mail, email, phone) and 10 days to fulfill Camper's obligations. If such maintenance is not performed within such time, then Campground may, but shall have no obligation to, perform such maintenance and the Camper shall pay the following maintenance: Rubbish and Trash Removal: $25-$100 per incident; Lawn Care: $20-$50 per incident; Boat/trailer removal/storage: $20 per incident/$45 per 6 months (See Office for details), or terminate seasonal admission agreement.

14. Use of Site

a. Camper shall not use the Campsite for any illegal activity or activity which would injure the reputation or the business of Owner or the Campground. Camper shall, at its sole cost, comply with all governmental laws, statutes, ordinances, rules, regulations or requirements now or hereafter in force relating to or affecting the condition, use or occupancy of the Campsite. No camper can stay at campsite beyond 180 days or beyond October 15th, 2017. **Camper may not claim the campground as camper's residence.**

b. Camper shall not commit nor suffer any waste to be committed upon the Campsite. All waste water (gray or black) must be safely contained within the camping unit tank or transfer tank. Camper may not dump waste water on the ground.

c. There shall not be left outside on the Campsite any household appliances of any type except a portable cooking grill.

d. All pets must be kept inside the Camping Unit or on a leash or in a kennel whether on or off the Campsite. Excessive barking or failure of the Camper to keep their pet leashed when outside the Camping Unit, or leaving the pet unattended will give campground cause to require the pet to be removed from the Campground. Camper must clean-up after their pets. No pets are allowed around the Pond and Beach areas, in or around Rental Units, Bathhouses, Laundry Room, Store/Office, Playgrounds, Activity Areas and Pavilion.

e. No trespassing on properties surrounding River's Edge Campground.

f. ***No fireworks*** (includes sparklers and caps) may be possessed or used on the Campsite or Anywhere else in the Campground!!

g. No washing of any vehicles, other than Camping Units.

h. Camper shall check with campground before any type of digging is done. This is to eliminate any problems with utility lines. If digging occurs without permission from campground, the Camper shall be responsible for the costs of any and all necessary repairs or replacements. The Campground is not responsible for personal injury or property damage that may result due to digging by Camper whether or not authorized.

i. Only upon prior written consent of the Campground may Camper, at its own expense, construct a deck upon the Campsite. The requirements applicable to any deck so constructed are pursuant to campground's specifications. The deck cannot exceed 300 square feet and cannot be made of sections larger than 144 square feet. (See Management for applicable details)

j. Only upon prior written consent of the Campground, may Camper, at its own expense, construct only one storage shed upon the Campsite. The requirements applicable to said storage shed so constructed are pursuant to the Campground's specifications. (See Management for applicable details.) No cutting or transplanting of trees by Camper without prior written approval of the Campground. Any and all landscaping improvements made to the Campsite by Camper, including without limitation, pavers, patio blocks, stepping stones, retaining walls, blocks, tiles, trees, flowers or bushes, become the property of the Campground.

15. Insurance

a. Camper shall maintain public liability, and fire, wind and other hazard insurances upon their personal property (including the Camping Unit and **Golf Carts**) situated upon the Campsite and for their acts or omissions occurring while occupying the Campsite, which such insurance policy shall indemnify Campground as an additional insured, in amounts acceptable to Campground, said acceptance shall not be unreasonably withheld.

b. Within ten (10) days of written demand by Campground, Camper shall provide evidence to the Campground, said insurance is in full force and effect.

c. No insurance policy required of Camper under this Agreement shall be cancelable or subject to reduction of coverage or modification except after thirty (30) days' prior written notice to Campground.

d. If Camper fails to comply with the requirements of this section, Campground may terminate Seasonal Admission Agreement.

16. Indemnification

Camper shall indemnify Campground and shall hold Campground harmless from and against any and all claims, actions, damages, liabilities and expenses, including attorneys' fees, in connection with any occupant, invitee or guest in, upon or at the Campsite arising out of or caused by the occupancy or use of the Campsite or any part thereof when the same is occasioned, wholly or in part, by an act or omission of Camper, its occupant, invitee or guest including, without limitation, any accident, injury, or damage to any person or property, or by reason of Camper's breach or default in the performance of Camper's obligations under this Agreement. If the Campground shall, without fault on its part, be made a party to any litigation commenced by or against Camper, the Camper shall protect and hold the Campground harmless and pay all costs, expenses and attorneys' fees incurred or paid by Campground in connection with such litigation. Camper's indemnification of Campground under this section shall survive the expiration or termination of this Agreement. Camper shall read and is familiar with Wis. State Statute 895.525 (3) & (4).

17. Damage and Campground Liability

Campground shall not be liable to Camper, and Camper hereby waives all claims against Campground, for: any injury or damage to any person or property in or about the Campsite, or any equipment becoming out of repair or for the interruption of electrical service or any other utility service to the Campsite; any act or neglect of Campground or of other campers or occupants or employees in the Campground; or any other thing or circumstance whatsoever. All property in or about the Campsite belonging to Camper, its guests or invitees shall be there solely at the risk of Camper. If Campground fails to perform any of Campground's obligation under this Agreement and, as a consequence, Camper recovers a money judgment against Campground, the judgment shall be satisfied only out of the proceeds of sale (received upon execution of the judgment) of Campground's title in the Campground, and no officer or member of Campground shall be personally liable for any deficiency.

18. Notices

Any notices necessary under the provisions of this Agreement may be served personally upon the parties or by United States mail to the addresses written above.

19. Rules of the Campground

Campground may make such reasonable “Rules” governing the Campground and use of the Campsite, as Campground deems necessary from time to time. A copy of the Rules shall be available in the office of the campground. Camper agrees to observe and comply with all such rules. Any violations of the Rules shall be deemed a breach of this Agreement. Campground may make changes to the Rules, giving written notice of changes to Camper at least fourteen (14) days before the new Rules become effective. Camper acknowledges receipt of said existing Rules annexed to this Agreement.

20. Failure of Campground to Act

Failure of Campground to insist upon compliance with the terms of this Agreement shall not constitute a waiver of any violation. No waiver by Campground of any provision of this Agreement shall be deemed a waiver of any other provision hereof or of any subsequent breach by Camper of the same or any other provision.

21. Defaults

a. The occurrence of any one or more of the following events shall constitute a default and breach of this Agreement by Camper:

b. The failure of Camper to make any payment of Seasonal Admission Fee or any other payment required to be made by Camper under this Agreement, when due, and such failure shall continue for a period of Five (5) days after the due date.

c. The failure by Camper to repair any waste or to observe or perform any of the terms, covenants or conditions of this Agreement to be observed or performed by Camper where such failure shall continue for a period of ten (10) days after notice (mail, email or phone) thereof from Campground to Camper.

d. This Agreement passes to any other person or entity by act of Camper, by operation of law or otherwise.

e. Camper becomes insolvent or bankrupt or makes an assignment for the benefit of creditors or a receiver or trustee of Camper’s property is appointed and is not discharged within thirty (30) days, or

(i) The making by Camper of any general assignment or general arrangement for the benefit of creditors; (ii) the filing by or against Camper of a petition to have Camper adjudged bankrupt or a petition for reorganization or arrangement under any law relating to bankruptcy (unless, in the case of a petition filed against Camper, the same is dismissed within sixty (60) days); (iii) the appointment of a trustee or receiver to take possession of substantially all of Camper’s assets located at the Campsite or of Camper’s interest in this Agreement, where possession is not restored to Camper within sixty (60) days; or (iv) the attachment, execution or other judicial

seizure of substantially all of Camper's assets located at the Campsite or of Camper's interest in this Agreement, where such seizure is not discharged within sixty (60) days.]

f. Camper abandons or vacates the Campsite.

g. **Irreconcilable Differences with Management: Admission and use of a campsite, is at the sole discretion of Rivers Edge Management. The Campground may determine, for any reason in its sole discretion, that it is necessary for the Camper to leave the premises of the Campground prior to the scheduled end of the Period. In such an event, the Campground will direct the Camper to leave the Unit and the Campground. The Camper will be given one (1) day to cease to occupy the Unit and Campground, and five (5) days to remove the unit from the campground. In the event of a disturbance of the peace and order of the Campground, the Campground reserves the right to require the Camper to leave immediately.**

22. Campground's Remedies

If any default by Camper shall continue uncured for the applicable period stated above, Campground shall have all rights and remedies provided by law or equity, to which Campground may resort cumulatively or in the alternative. Additionally, Campground shall be entitled to recover from Camper, in addition to the Seasonal Admission Fee and any other charges due under this Agreement or related in any way to the Seasonal Admission Fee, all other damages sustained by Campground on account of the breach of this Agreement, including, but not limited to, the costs, expenses and attorneys' fees incurred by Campground in enforcing the terms and provisions hereof and in reentering and recovering possession of the Campsite and, if applicable, for the cost of repairs, alterations and attorneys' fees connected with the refilling of the Campsite. Further, Campground has the following remedies, in addition to all other rights and remedies provided by law or equity, to which Campground may resort cumulatively or in the alternative:

a. Termination of Seasonal Admission Fee Agreement: **Campground may at Campground's election terminate this Agreement at any time immediately upon giving Camper a notice of termination. On the giving of the notice, all further obligations of Campground under this Agreement shall terminate (see g above)**, Camper shall surrender and vacate the Campsite in a clean and orderly condition, and Campground may reenter and take possession of the Campsite and eject all parties in possession or eject some and not others or eject none, and remove any and all personal property (including the Camping Unit) from the Campsite. Termination under this paragraph shall not relieve Camper from the payment of any sum then due to Campground or from any claim for damages previously accrued or then accruing against Camper. Should Camper abandon the Campsite and Campground elect to reenter as herein provided, or if Camper's right to possession is terminated by Campground because of a breach of the Agreement by Camper, this Agreement shall, at Campground's written election, terminate and Campground shall be entitled to recover from the Camper

(i) unpaid Seasonal Admission Fee's which has been earned at the time of termination, (ii) as liquidated damages, and not as a penalty, a sum of money equal to the total Seasonal Admission Fee's and any additional loss of Seasonal Admission Fee's to be paid by Camper to Campground for the remainder of the term of this Agreement.

b. Storage: Campground may at Campground's election remove the Camper's personal property (including the Camping Unit) from the Campsite and store same at the cost of Camper. After 30 days, the unit will be considered abandoned.

c. Re-letting Upon termination of this Agreement, Campground shall have the right, but not the obligation, to immediately fill the Site with a third party.

23. Severability

The invalidity or unenforceability of any provision of this Agreement shall not affect or impair any other provision, and such invalid or unenforceable provision shall be severable from the remaining provisions which shall continue in full force and effect.

24. Governing Law

This Seasonal Admission Agreement shall be governed by and construed in accordance with the laws of the State of Wisconsin.

25. Binding Effect

This Agreement shall be binding on all persons using the Camper's Campsite.

26. Camper shall pay all costs, expenses and reasonable attorneys' fees that may be incurred or paid by Campground in enforcing the terms and conditions of this Agreement as permitted by law.

27. By signing this Agreement (page 1), I (we) am (are) hereby acknowledging that all Campers, occupants, and family members, guests and invitees have read and understand the Campground Rules, as well as this Agreement, and that all such individuals agree to be bound by and comply with the terms of this Agreement and Campground Rules and Regulations.

River's Edge Campground, INC 2017 Rules and Regulations

Rivers Edge Campground Rules

"Please forgive us this day for all of the rules that follow, just as we forgive those few campers who made them necessary!"

Seasonals/Campers/Visitor/Guests

1. The site shall be used only for the placement of a travel trailer or park model for the exclusive use as a private seasonal for Camper and Camper's immediate dependent family, as set forth on Seasonal Admission Agreement. Any guest's stay shall not exceed two weeks without campground's consent. Camper shall be responsible for the acts of camper's children and guests, even if they are not present.

2. Noise: Noise at any time of day must not be a bother to your neighbors. Radios, TV's etc. noise must be contained to your campsite. (approximately 20-30 ft radius).

3. Seasonal or Camper Quiet Time: 11:00 pm to 8:00 am (enforced). Quiet time includes, but is not limited to, low TV/radio; no loud talking or laughing; and no amplified sound.

4. Alcohol use by underage campers in the park is not tolerated. Violators will be asked to leave the park.

5. Persons 18 years or older are permitted to smoke outside the common areas of the facility. Underage smokers will not be tolerated and will be asked to return to their site.

6. All campers must place household garbage in the dumpsters. Do not set beside road for individual pickup.

7. Security personnel conduct periodic patrols, day and night. Decisions of security personnel are absolutely final pertaining to noise, campfires and other infringements of the rules. Camper shall be liable for all damage to the site and the Park caused by Camper, Camper's children, guests and/or invitees and shall pay for all repairs thereto necessitated by the acts or omissions of Camper, Camper's children, guests and/or invitees.

8. All guests and visitors must register at the campstore to obtain a vehicle pass **before** entering the facility. Everyone entering the facility, except registered campers, are expected to register at the office and are subject to a Visitor Fee of $5 per person per day and a Vehicle Fee of $5 per vehicle per day upon entering this facility. Fee's double if this rule not followed.

9. Boats/Boat trailers are NOT to be parked on campsites from May 1 to September 30 without **prior** permission from management.

10. No one under the age of 16 may be left unsupervised on the property. Parent or legal guardians are responsible for the whereabouts, actions, and safety of their child(ren) while at Rivers Edge. **Any child under the age of 13 must be accompanied by an adult while in the pond/beach area.**

11. When at the pond, any Rivers Edge employee have the ability and authority to remove an individual(s) who are not following the **posted Rules** and are causing harm or potential harm to themselves or another person.

Grounds/Unit

1. Camper shall not cause or permit any flammable or explosive material, oil, radioactive material or hazardous or toxic waste substance to be brought upon, used, stored or dumped on the site or within the Park. Camper shall be responsible for any required repair, clean-up or detoxification of the site caused by Camper and shall indemnify Campground from any liability, claim or expense relating thereto. The foregoing covenant and indemnification shall survive the termination of this lease.

2. Upon termination of this agreement or the removal of a unit, all trees, shrubs and plants, placed upon the site by Camper shall remain upon the site. This shall be the property of the Campground unless a separate written agreement regarding ownership has been entered to the contrary, and the same shall not be removed or damaged by Camper. This covenant shall survive the termination of this lease.

3. All campers must have their site number clearly posted on their unit (6' off the ground, 3" reflective letters, and contrasting colors) and golf carts if applicable (3" reflective).

4. Fires may be built in designated areas only. Fires must be completely extinguished before leaving site.

5. Management must approve skirting and shed size and location around your trailer prior to installation.

6. **NO additions to units**.

7. Appliances must be kept inside a shed or in the trailer. No appliances will be allowed outside.

8. Camper shall at all times keep their RV's and any improvements on the site maintained and in good condition. Camper shall keep RV leveled and all exterior surfaces well-maintained. Any broken windows shall be immediately repaired. Camper shall keep RV and site in clean and good condition (lawn mowed, weeds eaten, driveway sprayed, etc) and shall not permit any garbage, rubbish, refuse or dirt of any kind to accumulate in or about the site or Park. Animal droppings shall be routinely cleaned up on your lot. Landscape waste should be properly disposed of. Management has the right to enter onto a site without prior consent to maintain site.

This is private property belonging to Rivers Edge Campground, INC.

9. Items other than unbroken lawn furniture, grills, or planters shall be stored in a shed and not on the side of a shed, on the deck, or under the trailer.

10. In the event Camper fails to keep the site properly maintained, Campground may give Camper notice of the deficiency (mail, email, phone) and 10 days to fulfill Camper's obligations. If such maintenance is not performed within such time, then Campground may, but shall have no obligation to, perform such maintenance and the Camper shall pay the following maintenance: Rubbish and Trash Removal: $25-$100 per incident;
Lawn Care: $20-$50 per incident; Boat/trailer removal/storage: $20 per incident/$45 per 6 months or (See Office for details), or terminate seasonal admission agreement.

11. Upon posting at least 24 hours notice, if practical, Management may at any time close any of the private streets or walkways of the Park for the following reasons: to make repairs/changes, to prevent the acquisition of public rights to such area, to discourage non-resident parking, to shut off water/sewer for repair, or for any other reason. The common areas/facilities of the Park used by the Campers of the Park, are being made available on a
Gratuitous basis and are not part of the premises leased. The right to use such areas and facilities may be discontinued at any time in Management's sole discretion. Such discontinuation shall not be a default by Campground under this agreement and shall have no effect on the seasonal admission fee to be paid by Camper or any other agreements to be performed by Camper hereunder. Camper, in making use of such facilities and
Areas, does so at his own risk.

12. Twice a year, the facility performs a test and cleansing on the private well system. Management will try to give a 24-hour notice but if not possible, the bulletin board at the entrance will display postings. Individual delivery to residents may also be a method of distribution. We apologized in advance if you feel that we have not provided enough notice. It is estimated that this may occur in October and April. Schedule is solely based on contracting service and their schedule.

13. By order of the Public Health Sanitation Division and the Department of Health and Family Services, all gray or discharge water coming out of a Camper's unit must go into a transfer tank.

Violators will be subject to heavy fines and penalties by the State of Wisconsin, Division of Public Health.

14. For persons wishing to sell their camping unit, Rivers Edge Campground maintains a complimentary resale sheet in the office/store in which sellers may advertise.

15. When selling a unit, the balance of the Lot Rental Agreement is **not** assumable by the purchaser, nor is it refundable to camper if prepayment was made. A potential buyer must be pre-approved by management before the final sale transpires.

16. The management must approve any replacement or additions of sheds on lots. Sheds or storage units must be made out of wood or a Rubbermaid product and not bigger than 8x10. All metal sheds, once removed, should be replaced with the above.

17. The maximum number of cars per site is 2, provided there are 2 parking stalls available on lot. All cars are to be in working order and currently licensed and used DAILY. All others are to be stored elsewhere and NOT in our park. Once notice is given, and if not removed or operable, vehicle will be towed at owner's expense. If notice is given and it continues to be a problem, Rivers Edge Campground INC may not renew your Seasonal Admission Agreement.

18. All seasonal campers must carry year-round insurance and liability for their units, contents, and golf cart if applicable.

Vehicles

1. You must be a licensed driver to drive a licensed vehicle anywhere on Park property**. You must have a license to drive a golf cart.**

2. You must have proof of insurance on any vehicle or golf cart driven on this property. Insurance must be presented if stopped or the vehicle will have to be parked until proof is provided. The speed limit in the Park is 5 miles per hour and MUST be observed. All golf carts must be Park-certified in order to be operated in the park. Drivers must be at least 16 years old with valid driver's license. Each person on the golf cart must have their own seat. NO VISITORS without a driver's license can drive the golf cart at any time in the Park. If an incident arises, management MUST give permission or the golf cart will be PARKED for a timeframe determined by Management.

3. All golf carts, motorcycles, etc. are **NOT** to be operated after 11pm nor before 8 am. Absolutely no vehicles should be driven after dusk unless they have headlights.

4. All vehicles are to be parked on the campsites (2 vehicle maximum), not around the store or office or on your neighbor's site. **Vehicles must have a visible car pass on the rear view mirror** and be parked on the corresponding lot only. No vehicles shall be parked in the road at any time. Additional vehicles can be parked in the concessions stand parking area with a valid pass.

Safety

1. Safety is the Park's #1 priority. Do not sit or stand on fences or railings and observe all signs that are posted around the facility and pond. Lack of common sense is not an excuse for not following safety precautions.

2. Swim at your own risk. Please watch your children on the beach & in the pond.

3. Fireworks and firearms are prohibited at all times.

4. Any person whose conduct is offensive or disorderly to other campers, residents, park personnel or Management, will be required to leave the premise or be restricted to their campsite. Management will determine "offensive conduct" as each instance arises, and Management's decision will be final. If Management's decision is not followed, local authorities will be contacted and will have the right to issue a ticket/warning to the person(s) not cooperating. The person(s) may also be banned from the Park, which is private property.

5. Management has the right to terminate admission in order to protect other campers and Management from unruly campers and their visitors/invitees. Campers are ultimately responsible for their actions as well as those of their child(ren), visitors and/or invitees.

6. We reserve the right to restrict children to their site if their behavior or actions are unacceptable.

7. You will follow all state, county and federal laws. Authorities will be contacted to investigate any suspected drugs or illegal acts. If law enforcement is called to a site more than 2 times for domestic disturbance or unruly behavior, the Park has the ability to not renew the Seasonal Admission Fee Agreement, depending on the severity of reports.

8. All residents and guests must follow the rules and regulations listed in the contract as well as those posted around the facility.

9. Vandalism, disturbances, etc. will be grounds for immediate and permanent Admission Termination from the Campground. The laundry room and bathhouses are not places for congregating or hanging out for golf cart drivers or for children—see #6 above.

10. All visitors should know the unit number and the name of the person they are visiting. Every visitor must register at the office and pay a Visitor Fee of $5 per person per day and a Vehicle Fee of $5 per vehicle per day before entering the park or fee's double..

11. **Water rules: Adult supervision of children is a must while at the water – swim at your own risk. Absolutely no diving, no flipping, no somersaults, no horseplay, no physical contact on or off the water inflatable's or on decks. No jumping from the slide – slide down feet first only! Consequence: Immediate removal from swim area.**

Pets

1. Pets are allowed on the grounds but must be kept on a leash. Pets must be quiet and Camper must pick up after their pet. No pets are allowed on the beach, in any rental unit, or in common areas, e.g. store, patio decks, game room or any other building.

2. Domestic animals, birds, or pets of any kind are limited to no more than 2 of any kind, e.g. 1 cat, 1 dog, or 1 bird and 1 dog, unless prior written approval of Management has been obtained and noted in your file. All animals should have current vet and county tags, and be properly neutered or spayed. Absolutely NO FARM animals are allowed on individual lots or in RV units, including, but not limited to, rabbits, sheep, pigs or chickens. No exotic animal are allowed (lions, monkeys, etc.). No animals may be boarded at any time.

Usage Release Including Photo/Video/Testimonial

I hereby grant to Rivers Edge Campground INC and Camping For The Fun Of It, its agents and their respective licensees, successors and assigns (herein collectively called "the licensed parties") the right to use, publish and copyright my name, picture, portrait or likeness, testimonial, voice, video, photographic images, artwork in advertising, promoting and publicizing Rivers Edge Campground (product or service) in any media known or unknown, in any manner or form throughout the world in perpetuity.

I agree that any picture taken of me by the licensed parties is owned by them. If I should receive any print, negative or other copy thereof, I shall not authorize its use by anyone else.

I agree that no advertisement or other material need be submitted to me for any further approval and the licensed parties shall be without liability to me for any distortion or illusionary effect resulting from the publication of my picture, portrait, likeness, photographic images, or artwork.

I am the (father) (mother) (guardian) of the minor(s) listed on page one (1) of the Seasonal Admission Agreement. I consent to the foregoing on behalf of such minor(s) and personally join in the warranties and representations set forth above.

I also agree to indemnify and hold harmless the licensed parties with respect to any claims which the minor(s) may make as a result of the exercise by the licensed parties of their rights hereunder.

By signing page one (1) of the Seasonal Admission Agreement, I agree to the above terms and conditions for myself, my immediate family and my property.

NOTICE OF WISCONSIN LAW

Wisconsin Statutes 895.525 (3) & (4) States:

. . . A participant in a recreational activity . . . accepts the risks inherent in the recreational activity of which the ordinary prudent person is or should be aware.

A participant in recreational activity . . . is responsible to do all of the following:

1. Act within the limits of his or her ability.
2. Heed all warnings regarding participation in the recreational activity.
3. Maintain control of his or her person and the equipment devices or animals the person is using while participating in the recreational activity.
4. Refrain from acting in any manner that may cause or contribute to injury to himself or herself or to other persons while participating in the recreational activity.

A violation of this law constitutes negligence. Wisconsin State Statutes 895.525 (3) & (4).