W6560 County Rd. G Pardeeville, WI 53954 Call or Text: (608)429-2425

Email: camp@duckcreekcampground.com

## **2024 SEASONAL TERMS & AGREEMENT CONTRACT**

The 2024 contract is valid from October 16th, 2023 through October 16th, 2024. If you are considering not coming back for next season, please let us know as soon as possible. See the payment schedule below.

- 1. Not a Lease: This agreement is a contract that is binding on both Duck Creek Campground (DCC) and the Seasonal. This agreement is NOT a lease of real estate and the Seasonal is NOT a tenant. This agreement is, for legal purposes, a license to use the property of DCC on the conditions which are stated in this agreement. Any disputes concerning this contract are subject to arbitration.
- 2. Not a Residence: Under Wisconsin law, campgrounds are not allowed to be permanent residents.
  - Seasonals may not claim DCC as their permanent address, voting address or other place of residence.
  - No mail may be sent to DCC.
- Site Usage: All seasonal fees cover only your immediate family and they must be listed on this
  contract. If there is only one adult, an additional adult may be included and must be indicated on the
  signed contract.
  - All seasonals are subject to a background check at their cost.
  - No one may stay in your camper unless you are present.
  - o No one under the age of 21 is allowed to stay in your camper without an adult.
  - Respect all other campers by not walking through their site.
- 4. **Off-Season Usage:** You may use your trailer in the off-season at no charge.
  - o The Water will be turned off in October and back on in the spring as weather permits.
  - Electricity is available year-round.
  - The roads to the campsites are not plowed. Park your vehicle in the plowed parking areas only.
     If the roads to the campsites are wet and soggy please keep your vehicle parked on the blacktop areas only. Help us avoid tearing up the property.
- 5. **Children:** Children must be at their campsite during the quiet hours (11 pm 8 am).
  - Parents will be responsible for their children and must watch them at the playground or when swimming at the pond.
  - All children at the pond 16 years & younger must be accompanied by an adult.

- 6. Guests: Anyone visiting your site, who is NOT listed on the contract, is considered a Guest.
  - You are personally responsible for your Guests. All of the campground rules apply to them.
  - Guests must register at the office and obtain a car pass. For adult Guests staying more than 1 hour, there is a \$5 day pass or a \$10 overnight pass; children are free. The fee will be doubled or guests may be asked to leave if they are caught without a pass.
  - If an extra unit is set up, there is a \$25 charge per night. If additional parking is needed, please consult the office.
- 7. **Camper Specifications:** Campers that are over 35 feet in length will require a variance fee. There is an additional charge of \$100 per foot over 35 feet.
  - Except with permission of the Campground, only campers, which are less than 15 years old and have been certified by the Recreational Vehicle Industry of America (RVIA Certification) may be placed on a site. All campers must be currently registered with the state in which they are titled and bear a current registration sticker.
- 8. **Vehicles:** 2 vehicles maximum per site. Please park on your own campsite, not another site or area in the campground. If you need additional parking, consult management.
  - The posted speed limit in the campground is 5 M.P.H.
  - You must be a licensed driver to operate a motorized vehicle.
- 9. **Extra Trailers:** Example: boat or utility trailer, etc. Trailers may be temporarily parked on the extra lot on the east end of the campground.
  - An additional camping unit is not considered an extra trailer.
  - We have long term (a week or more) parking available on a monthly basis. Contact us for approval.
- 10. Insurance: DCC shall not be liable for acts of theft, burglary or vandalism, or for damage caused by natural elements. You are solely responsible for safeguarding your possessions, it being understood that we do not provide security guards or similar services.
  - You must maintain full property insurance coverage and submit a Certificate of Insurance to DCC. This is obtained by calling your insurance agent and requesting a copy be sent to us.
- 11. **Utilities:** Electric meters are installed at all seasonal campsites.
  - A one-time \$50.00 deposit is required. The deposit is 100% refundable, provided your service is paid in full.
  - Do NOT plug into an area other than your own. Doing so will result in immediate removal from the campground!
  - DCC will read the meters and you will be billed at the end of each summer. Payment will be charged to the card on file the week it is posted, unless Seasonal requests for a different payment form.

- The gas service is provided by <u>Lakes Gas</u>. If you need a contract, we have a copy in our General Store. Contact them to set up service and get refills. (Lakes Gas W6215 State Road 33, Pardeeville, WI, 53954 608-429-3216)
- 12. **Personal Property Tax:** Effective 2013, Wyocena Township assessed all seasonal campsites for personal property tax. This tax is assessed by the county. In assessing this tax the appraiser has measured all wooden outside structures on your site. Your camper itself is exempt.
  - Each site assessment will be noted on your January invoice and is payable with the January
     15th payment.
- 13. **Decks/Porches/Sheds/Fire Pits, Etc.** You must have approval from the campground owners to build any decks, porches or sheds or to move a fire pit. Please provide a drawing or written plan.
  - Metal sheds are not permitted.
  - Sheds cannot be larger than 8' x 8'.
  - o Decks, steps, and any wooden sheds may not exceed 400 sq. feet as a combined total.
  - Anyone hiring others to do work at their site must have proof of insurance.
  - o DCC reserves the right to remove any construction done without prior approval.
- 14. **Site Maintenance:** Seasonals must maintain their own site. Sites are to be mowed and raked on a regular basis. If you cannot do it, please arrange to have someone do it for you.
  - o Lawnmowers and rakes are provided in the small shed by the entrance for your convenience.
  - Notice will be given if your site is being neglected and a \$50 fee will be charged to your account per occasion. Repeated abuse of this may result in eviction.
  - Leaves may be burned in your fire pit ONLY AFTER 6:00 PM. If you do not want to burn your leaves, put them in the compost pile at the far east end of the campground.
  - Cold ashes from your fire pit can be put in the compost pile. NEVER dump ashes in the woods or dumpster!
- 15. **Camper Maintenance:** We encourage you to wash your camper yearly as well as caulk the windows and seams and check the roof condition.
  - Recommendation- Call Thom with <u>Everyday Living Solutions LLC</u>, (608)219-5442
  - Power washing of your camper or deck CANNOT be done from noon on Fridays through 1:00
     PM on Sundays (Monday on a holiday weekend). The use of power washers greatly diminishes the capacity of water coming from our well and the noise disrupts the camping atmosphere.
  - Interstate RV comes to DCC to Winterize each fall. Watch for the sign-up email.

- 16. **Landscaping:** Any paving stones installed, trees, shrubs or plantings placed by the Seasonal will become the property of DCC upon termination of the site rental.
  - No existing trees, shrubs, plantings, or paving stones will be cut or dug out without the expressed consent of DCC.
- 17. **Honeywagon Service:** Service is provided on Mondays while the water to the campground is turned on.
  - The fee for the Honeywagon service is \$36 per pump for a 110-gallon tank. Tickets are to be purchased from the store in advance. Tanks larger than 110 gallons are subject to additional fees.
  - The \$36 fee only includes what is in your transfer tank at the time of pumping. There is an additional \$36 fee if the tank levers need to be pulled at the time of pumping.
  - Seasonal tickets are available to have your tank pumped on a regular basis. You are responsible for letting us know when to start your service. The fees are as follows for a 110-gallon tank: Biweekly: \$429/year; Weekly: \$858/year.
- 18. **Waste Water:** It is a violation of state law to let any gray/black water run on the ground. Drain hoses or pipes must be securely connected to your trailer and transfer tank at all times. Do not allow the wastewater in your tank to run over onto the ground. Any leaks must be repaired immediately. Direct ground drainage will result in immediate removal from the park.
- 19. Quiet Hours: Quiet hours are from 11:00 p.m. to 8:00 a.m.
  - All noise must be kept at a level that can be heard only on your campsite, not your neighbor's.
  - Please cover or extinguish your fire and turn off all outside lights when you retire.
  - Respect your neighbors. If you encounter a problem, let us know at that time, not at a later date.
- 20. **Swimming:** Swim at your own risk. There is no lifeguard on duty. You are responsible for the safety of yourself and others in your party.
  - o All children at the pond 16 years & younger must be accompanied by an adult.
  - No swimming after dark.
- 21. **Fireworks/Firearms:** Fireworks that shoot in the air or make noise are not allowed in the campground at any time. Firearms are prohibited.
- 22. **Pets:** Pets are welcome and must be kept on a leash at all times (unless in the dog park). Leashes can not be tied to trees and must not reach past your site line.
  - Do not leave your pets unattended. Pets are not allowed on the beach, in the pond, nor in any public buildings.
  - Pets must be listed on the contract and be up to date on vaccinations.

- There are dog stations throughout the park with disposals. If we have to clean up after your pet, notice will be given and a \$50 fee will be charged to your account on each occasion.
- Any unauthorized animal or animal causing damage or injury will be ejected immediately.
- 23. **Garbage:** Please put your garbage in sealed plastic bags and place it in the dumpster.
  - Do not leave full garbage cans outside for longer than a week.
  - We no longer have a dumpster for recycling.
  - o Construction materials are NOT allowed in the dumpster.
  - o Dumpsters are for trash accumulated at DCC only and are closed in the off season.
- 24. **Early Termination:** If a Seasonal chooses to leave during the camping season or the contract has been voided, no refunds will be given. At this time you will receive your final electric bill, pay for a final septic pump and be given credit for your electric meter deposit.
- 25. **No transfers or assignments of agreement:** This agreement is solely between the persons signing this document and DCC. The seasonal may not transfer this agreement to any other person or persons, or assign the camper's obligations to any other person. The sale or repossession of a unit shall result in early termination and removal of the unit, unless DCC agrees, in its sole discretion, to enter into a new agreement.
- 26. Sale of Camper: Notify us immediately of your intent to vacate your site or to sell your camper. If you wish to try and sell your camper to have it remain on-site, the sale must be handled by DCC. We have a waitlist for seasonals. Failure to notify us will make your contract null and void and will result in the removal of your camper at your cost.
  - Anyone selling their camper on-site will be assessed a maximum fee of 5% of the sale to DCC.
     The fee includes an inspection by management (to determine if your camper can be sold on site), a for sale post, and management showing the camper to potential buyers.
  - FOR SALE signs are not allowed on your site.
  - We will attempt to sell your camper on-site for a maximum of 30 days. After that, you are responsible for the removal of your camper.
- 27. **Removal of Units:** If a seasonal fails to remove a unit as required by this agreement, the seasonal acknowledges that DCC has the right to remove it. DCC will attempt, before removing the unit, to notify the Owner and provide them with five (5) days to remove the unit.
  - There will be a charge of \$25 per day for non-removal of a unit on or before the date on which the unit should be removed.
  - The seasonal shall pay DCC a fee of \$300 to remove the unit plus any additional expenses.
  - The seasonal acknowledges that DCC is not responsible for damage to the unit caused by removal.

- 28. **Charge to Site:** You may charge items to your site throughout the week and have us process the payment at the end of each weekend. We are trying to avoid running cards with purchases less than \$10. You may only Charge to Site if your reservation balance has been paid in full.
- 29. **Events & Important Weekends**: Each year we host many activities and charity events that support Multiple Sclerosis and Pancreatic Cancer. Our seasonals play an important role in the success of these events. Please consider helping for our Fundraiser Activities. We also have a wood-cutting weekend at the end of each season. The wood is sold to campers and the proceeds go to our Fundraisers. Please consider joining us for these events.
- 30. **Payment Schedule:** Payment plans are available. Inquire to get started. There is a processing fee of \$5 per transaction.
  - Oct. 16th, 2023 \$500 payment
  - o Jan. 15th, 2024 Half of the remaining balance + property tax
  - April 1st, 2024 Remaining balance due. After April 1st, a \$5 per day FEE will be accessed until the balance is paid in full

It is YOUR choice to camp as a Seasonal at Duck Creek Campground, and OUR choice to have you! You need to be proud of your place, you call it home!

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## **2024 SEASONAL CAMPGROUND AGREEMENT**

Your signature indicates that you have received a copy of the contract, and agree to the terms therein. You are also obligated to take full responsibility for informing your guests of the terms contained herein. It is understood that should you violate any term of this contract, the owners of Duck Creek Campground reserve the right to terminate the contract.

| DATE:                                      | SITE #                              |
|--|-------------------------------------|
| Printed name of person(s) renting site     | Signature of person(s) renting site |
| Printed name of person(s) renting site     | Signature of person(s) renting site |
| Printed name of person(s) renting site     | Signature of person(s) renting site |
| Printed name of person(s) renting site     | Signature of person(s) renting site |
| ***********                                | ****************                    |
| Please fill out the following information: |                                     |
| Date you came to Duck Creek:               |                                     |
| Address:                                   |                                     |
| City/State/Zip:                            |                                     |
| Home Phone Number: ()                      |                                     |
| Work Phone Number(s): ()                   | ()                                  |
| Cell Phone Number (s): ()                  | ()                                  |
| E-Mail Address:                            |                                     |
| E-Mail Address:                            |                                     |
| Car license/make/model:                    |                                     |
| Name & Ages of Immediate Family:           |                                     |
| Pets:                                      |                                     |
| Model, length & year of your trailer:      |                                     |
| In case of emergency call:                 | (name/relationship & phone no.)     |