RETURN TO OFFICE

CONTACT			
YEAR:	_ SITE TYPE:	SITE #	
This AGREEMENT ("AGREEME	NT") is made effective as of _	BETWEEN (COMPANY)) <u>PA. Dutch Campground</u> and (Guest) Customer.
PRIMARY GUEST:		Year you first Camped with us?	<u> </u>
ADDRESS:			
PHONE:	EMAIL: _		
SECOND GUEST:		(Included with base site Fee)	
CAMPSITE FEES		deposit towards site f	EE DUE AT SIGNING \$
BASE SITE FEE:	\$	SECURITY DEPOSIT	\$
EXTRA PEOPLE:	\$	MONTHLY PAYMENT	\$
VISITOR PACK:	\$	TOTAL NUMBER OF PAYME	NTS ———
OTHER FEES:	\$	FIRST PAYMENT DUE	
TOTAL DUE:	\$	FINAL PAYMENT DUE	
CANCELLATION/ EARLY TERM		I CHOOSE TO I FAVIE DDIOD TO THE END DATE OF	THIS CONTRACT, SITES LEFT VACANT FOR MORE THAN
		RE-RENTED AND THIS CONTRACT WILL BE CANCE	
	SIGN HERE T	O ACCEPT THE CANCELLATION/ EARLY TERMINATION	ON TERMS:
PRINT	/	SIGN	/ DATE

MASTER CONTRACT

PA Dutch

TERM:	This Lease will begin on		and will terminate		
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ANNUAL CAMPSITES

SEASONAL CAMPSITES

RENEWAL FEE/DOWNPAYMENT: Current Seasonal GUEST(S) who are renewing their contract for the following season, shall make their renewal payment at the time of contract renewal. You must provide office of your decision to renew or vacate your site by September 15, 2023. New incoming Seasonal GUEST(S) will owe the amount of renewal payment, plus the sum of any missed monthly payments which begin October 1st. The amount of renewal fee is \$_____

<u>POSSESSION</u>: GUEST(S) shall be entitled to possession and use of SITE on the first day of the term of this AGREEMENT and shall yield possession to COMPANY on the last day of the term of this AGREEMENT except for an AGREEMENT extension and/or AGREEMENT renewal THIRTY DAYS (30) days prior to the termination of this AGREEMENT, a site RENEWAL AGREEMENT will be written for agreement and signature. Should GUEST(S) decide not to renew current AGREEMENT, the COMPANY shall be allowed to show the SITE THIRTY – SIXTY (30-60) days prior to the termination date of the AGREEMENT.

<u>UTILITIES & SERVICES</u>: The COMPANY is responsible for providing year--round water to ANNUAL SITES only for the term of this AGREEMENT. For electric usage COMPANY will conduct monthly readings for kilowatt usage on SITE. GUEST(S) are responsible to pay the COMPANY on or before the 5th of each month for the electric services provided. If the electric bill is not paid by the (5th) of each month, a THIRTY-FIVE DOLLAR (\$35.00) Late Fee will be charged. Electric services will be discontinued without notice if an outstanding electric bill exceeds THIRTY (30) days after the monthly reading and until the balance is paid in full. A ONE HUNDRED DOLLAR (\$100.00) reconnect fee will be charged to restore service plus a TWO HUNDRED (\$200.00) dollar Security Deposit. Service will be restored at the availability of our Maintenance Staff. Invoices are emailed to customer directly by the 1st of each month.

BILLING FOR ELECTRIC SERVICES: Mandatory Minimum Electric charge for ALL SITES April 1st - October 31st is \$25.00+tax. From November 1st - March 31sth, seasonal site occupants may leave their RV unplugged to avoid a minimum use charge. Your meter box will be locked at the end of the season if you choose to unplug and avoid the minimum charge. Notify the office of your decision. Any site that does not have their meter box locked, will be charged the off season minimum \$10 / month November-March.

WINTER WATER - SEPTIC: (Annual sites)

GUEST(S) connected to the "Winter Water" service off-season and MUST keep their heat tape plugged in at ALL times during the extreme cold weather/Winter conditions to avoid the freezing of their own pipes and damage to the Campground "Winter Water" receptacles. If the heat tape is not plugged in and damage is incurred to the campground receptacles, a (\$500.00) fee will be charged to replace the frost-free receptacles.

The RV gate valves should be kept in a CLOSED position until the holding tank(s) are approximately ¾ full. The tank's gate valve should be released to empty the tank's contents and then closed again. This maintains the sewer system's efficiency and the pressure of the released water flow is necessary for the system. Written Guidelines are available in the Office for reference if GUEST(S) need further information on the proper use of both systems.

PROPANE TANKS: Requests to install and maintain propane tanks over 30# MUST be approved and billed through the Office. **NO** propane deliveries will be provided unless there is a credit card # on file. Large propane tanks cannot be moved between sites, authorized Gas Company must provide this service. NO hazardous items such as pellet stoves, fireplaces, wood stoves may be installed in RVs without PRIOR discussion and approval from the Office. Approved items that require propane usage MUST be installed by **PA DUTCH CAMPGROUND** authorized Gas Company.

INFORMATION REGARDING DOCUMENTAION AND PROOF OF PRIMARY RESIDENCE

PRIMARY RESIDENCE: GUEST(S) ARE RESPONSIBLE FOR USING THE SITE ONLY AS A GETAWAY AND MUST MAINTAIN ANOTHER PRIMARY RESIDENTIAL ADDRESS ELSEWHERE. THERE ARE NO EXCEPTIONS TO THIS REQUIREMENT. COMPANY ASSUMES NO RESPONSIBILITY IF GUESTS DO NOT PROVIDE THIS INFORMATION AND FILE IS AUDITED BY THE STATE. GUEST(S) ACKNOWLEDGE AND ARE FULLY AWARE THAT THE AGREEMENT OF THE ASSIGNED SITE MAY THEN BE IN JEOPARDY OF NON-RENEWAL AND/OR (30) THIRTY- DAY TERMINATION OF THIS AGREEMENT.

REQUIRED DOCUMENTS

THE FOLLOWING MUST ALWAYS BE ON FILE AND CURRENT WITH THE OFFICE

FOR SEASONAL and ANNUAL: Four(4) Documents

1.DRIVER'S LICENSE 2.RV REGISTRATION 3.VEHICLE REGISTRATION CARD 4.VEHICLE INSURANCE CARD

FOR ANNUAL ONLY: Two(2) Documents

- 1. FINANCIAL DOCUMENT FOR ADDRESS PROOF: copy of current financial statement: bank, credit union, loan
- 2. <u>UTILITY DOCUMENT FOR ADDRESS PROOF:</u> utility bill such as electric, trash, water, cell phone, internet etc.

IF <u>PROOF OF ADDRESS ITEMS</u> ARE NOT SUBMITTED UPON EXECUTION OF THIS AGREEMENT, THIS AGREEMENT WILL NOT BE ACCEPTED AND WILL BE VOIDED. It is your responsibility to ensure the above documents be kept current throughout the term of the AGREEMENT. Expired/Invalid documents will result in Monthly site Fees (\$750) instead of the Annual Rate. These 2 proofs must also be updated yearly if (SITE) is renewed.

PA Dutch Campground may NOT be used as a permanent residence. Children MAY NOT attend school from this campground, and GUESTS may not use PA Dutch Campgrounds to receive USPS mail.

USE & MAINTENANCE: GUEST(S) shall occupy SITE and be responsible for maintaining a clean and litter-free site according to the **PA DUTCH CAMPGROUND REGULATIONS and GUIDELINES.**

<u>INSURANCE</u>: GUEST(S) shall be responsible for maintaining their own Property insurance for their respective interests and on their personal properties located on SITE. THE COMPANY IS NOT RESPONSIBLE FOR DAMAGES INCURRED TO GUEST(S) PERSONAL PROPERTY AS A RESULT OF WIND, RAIN, TREES, SNOW, LIGHTNING OR ANY OTHER "ACTS" OF

GOD OR OUT-OF-THE-ORDINARY OCCURRENCES.

<u>DESTRUCTION OR CONDEMNATION</u>: If SITE is damaged or destroyed by fire or other casualty to the extent that enjoyment is substantially impaired, COMPANY, in its sole discretion may elect to offer the GUEST(S) another Site choice to move to or repair or terminate this AGREEMENT upon THIRTY (30) days written notice to the GUEST(S). If the SITE cannot be repaired and the GUEST(S) choose not to elect to move to another Site, this AGREEMENT will terminate upon THIRTY (30) days written notice by either party.

<u>DEFAULTS</u>: GUEST(S) shall be in default of this AGREEMENT if GUEST(S) fail to fulfill any AGREEMENT obligation or terms by which GUEST(S) are bound. Subject to any governing provisions of law to the contrary, if GUESTS fail to cure any financial obligations after written notice of such default is provided by COMPANY to GUEST(S), COMPANY may elect to cure such default and the cost of such action shall be added to GUEST(S) financial obligations under this AGREEMENT. All sums of money or charges required to be paid by GUEST(S) under this AGREEMENT shall be additional payment, whether such sums or charges are designated as "additional payment". The rights provided by this paragraph are cumulative in nature and are in addition to any rights afforded by law.

<u>CUMULATIVE RIGHTS</u>: The rights of the parties under this Agreement are cumulative and shall not be construed as exclusive unless otherwise required by law.

INSUFFICIENT FUNDS: GUEST(S) shall be charged the maximum amount allowable under applicable law for each check that is returned to COMPANY for lack of sufficient funds.

REMODELING OR STRUCTURAL IMPROVEMENTS: Any fixtures, repairs or construction needed to GUEST(S) Recreational Vehicle and/or personal possessions, can ONLY be undertaken with PRIOR written requests submitted to Office for approval by the COMPANY. Upon approval, the appropriate Permit application/Fees must also be completed and submitted to the Office. COMPANY will then submit information to Upper Tulpehocken Township if acceptable.

AGREEMENT TERMINATION: At the end of this AGREEMENT term, GUEST(S) shall be entitled to remove (or at the request of COMPANY shall remove) such fixtures and restore the SITE to substantially the same condition of the SITE as at the commencement of this AGREEMENT. GUESTS cannot leave debris (other than food waste) in the campground dumpsters to be hauled away at the COMPANY expense. COMPANY will also check to see if there is any property damage done to the SITE. If there is damage, debris or any other type of expenses that would need to be incurred by the COMPANY, the cost of these expenses will be itemized, and the GUEST(S) shall accept full responsibility to reimburse the COMPANY before this AGREEMENT is terminated.

<u>DANGEROUS MATERIALS</u>: GUEST(S) shall not keep or have on the SITE any articles or things of a dangerous, flammable, or explosive character that might substantially increase the danger of fire or might be considered hazardous by a responsible insurance company.

ASSIGNABILITY/SUBLETTING: GUEST(S) MAY NOT assign or sublease any interest in the SITE, nor assign or pledge this AGREEMENT, without prior, written request and authorized consent from the COMPANY, which shall not be withheld.

NOTICE: Notices under this AGREEMENT shall not be deemed valid unless hand-delivered or served in writing and forwarded by mail, postage prepaid, addressed to the party at the appropriate address set forth below. Such address may be changed from time to time by either party by providing notice as set forth below. Notices mailed in accordance with these provisions shall be deemed received on the third day after posting.

<u>VISITORS(S)</u>: GUEST(S) are responsible for the actions of their visitors. Maximum number of visitors at GUEST(S) Site at one time is Six (6) persons unless prior arrangements have been made with the Office. During the off-season, Security Gate procedures are posted outside on the gate for guest admittance. The standard visiting hours and fees are in effect throughout the year. Any SPECIAL arrangements must be made with the Office. The COMPANY has the right to refuse the admittance of guests on the COMPANY'S premises.

ENTIRE AGREEMENT/AMENDMENT: This 2024 SITE AGREEMENT combined with the 2024 PA. DUTCH CAMPGROUND REGULATIONS AND GUIDELINES, contain the entire AGREEMENT of the parties and there are no other promises, conditions, understandings, or other Agreements, whether oral or written, relating to the subject matter of this AGREEMENT. This AGREEMENT may be modified or amended in writing, if the writing is signed by the parties obligated

under the Amendment.

INDEMNIFICATION: The COMPANY is not liable for injury to any person, or for loss or damage to any property (including GUEST(S) property) occurring in or about the Site from any cause whatsoever. GUEST(S) agree to jointly and severally indemnify the COMPANY against and hold the COMPANY harmless from any and all loss, damage, liability and expense (including reasonable attorney's fees and other costs incurred in connection with defending any claim) resulting from any actual or alleged injury to any persons or from any actual or alleged loss of or damage to any property of any third party (including criminal acts) or any act or omission of the COMPANY in or about the SITE, unless due to the COMPANY gross negligence or willful misconduct. The indemnification provided for in this Section shall survive the expiration or sooner termination of this Agreement.

ATTORNEY FEE: In the event either party commences arbitration or litigation to enforce or declare the meaning of any provisions of this AGREEMENT, the prevailing party in such action shall be entitled to an award of its reasonable attorneys' fees and costs.

GOVERNING LAW: VENUE This AGREEMENT shall be governed by and construed in accordance with the laws of the State in which the Property is located. In the event of any action brought to enforce or declare the meaning of this AGREEMENT, the venue shall be in the County and State which the property is located.

WAIVER: The failure of either party to enforce any provision of this AGREEMENT shall not be construed as a waiver or limitation of that party's right to subsequently enforce and compel strict compliance with every provision of this AGREEMENT.

BINDING EFFECT: The provision of this AGREEMENT shall be binding upon and insure to the benefit of both parties and their respective legal representatives, successors, and assigns.

SUMMARY: Company (PA DUTCH CAMPGROUND) has all rights granted by the Pennsylvania Innkeepers Rights Act. Management reserves the right to terminate SITE usage to anyone NOT conforming to this AGREEMENT.

ACCEPTANCE and AGREEMENT OF TERMS.

In addition to this site agreement, I have read, received, and understand the 2024 PA DUTCH CAMPGROUND

REGULATIONS o	and GUIDELINES. My signature b	pelow confirms that I agree documents.	to abide by the rules set forth	in these
/ Date /	Signature		Print Name	
PAYMENT TERMS. I agree to make payments of \$ My payments are on or before the each month. Payments received after the will result in a \$35 fee which I agree to pay. I understand that declined card fee for propane delivery as well as the autopay for invoices will result in a \$50 declined card fee which I agree to pay.				
I would like to	oe billed with autopay using: uld like to be sent my invoices v	ACH DEBIT CARD	CREDIT CARD (circle one)	
Date /	Signature		Print Name	

Extra _l	persons / visitor list				
	<u>2.</u>				
3	<u>4.</u>				
	DOCUMENTATION RECEIVED:				
	DRIVER'S LICENSE VEHICLE REGISTRATION VEHICLE INSURANCE CARD [MUST BE THE ID CARD NOT THE DEC PAGE] RV REGISTRATION [INSURANCE REQUIRED FOR MOTORHOMES]				
<u>Annu</u>	al Sites only require the additional 2 documents:				
	UTILITY PROOF OF ADDRESS [internet/cell phone/electric/gas/trash/water] FINANCIAL PROOF OF ADDRESS [1st page of checking acct statement/credit card statement/auto loan bill/ mortgage bill]				
	OCUMENTS MUST HAVE MATCHING NAME AND ADDRESS. NO PO BOXES WILL BE TED. THERE ARE NO EXCEPTIONS. NO DOCUMENTS – NO PARK ADMITTANCE.				
	ALL PAPERWORK REVIEWED AND ACCEPTED BY :				
	Staff Initials: Date:				

DOCUMENT VERIFICATION

DRIVERS LICENSE (Include for everyone on contract who will be driving in the campground)
Name Expiration Date
Name Expiration Date
NameExpiration Date
VEHICLE REGISTRATION AND INSURANCE
Year
Last 4 of VIN Registration Expiration Insurance Expiration
Last 4 of VIN Registration Expiration Insurance Expiration
Year Mrg Color Plate #
Last 4 of VIN Registration Expiration Insurance Expiration
GOLF CART
Do you have a golf cart? Golf Cart # Insurance Expiration:
Year Make Color Golf Cart # (From office)
CAMPING UNIT REGISTRATION and INFORMATION
Fifth Wheel Travel TrailerMotor Home Park Model
Year Mrg/ Model Length AMPS # of AC's
Last 4 of VIN Registration Expiration Insurance Expiration (motorhome only)
<u>PETS</u>
Yes No How many?
Pet's Name + Breed Pet's Name + Breed
Are you planning on having your pet use the Pet Park? Yes No If yes, a copy of their Rabies inoculation is required to use the Pet Park.
Rabies Tag Expiration(s):

PA DUTCH CAMPGROUND

GOLF CART WAIVER

SITE#		OU HAVE A GOLF CART IN THE CAMPGROUND DATE:	
Driver(s):			MFG:
MODEL:	YEAR: _	INSURANCE COMPANY:	EXPIRATION DATE:
Note: If Go	olf Cart is not currentl	y insured, owner must obtain in	surance to drive on campground premises
 Co All Ow Des Learne Vis Dr The 1-2 I/WE have not hold th the above I/We, ag premises. 	ntact Office PRIOR to golf carts MUST be Garner must provide Officignated drivers MUST ers Permit must provide itors are not permitted ive your cart in the same capacity of passenge persons + 1 small child read and agree to abine Campground responsed for art. (INITIALS):	purchase to review Golf Cart regals powered, ce with a copy of Liability Insuration and be on the Campground de copy of Licensed Permit. The defendence of the Campground at the One-Way the control of the Cart o	ance. Update when expires. d Contract. Authorized driver with a ompanied by the AUTHORIZED Owner(s). raffic flow required of other Motor Vehicles red to: attached back seat). Do not overload OLF CART Regulations listed above. We will lily injuries that may occur While operating the golf cart when in use on the Campground
Print	 	/	/
Print		/ Sign	/

PARK INFO ITEMS

PA Dutch

ACKNOWLEGEMENT OF SCHOOL POLICY

, J.J.	/OIE
PRINT / SIGN / D	DATE
If at any time I am found to be in violation of this policy I acknowled contract will be immediately terminated and I will forfeit any paid more fees, security deposits and related fees.	
There will be no exceptions to this policy and zero tolerance for any indi- attempt to enroll a child in the local school system during the duration at PA Dutch Campground.	` '
PA Dutch Campground is NOT to be the primary residence or domicile o	f any person.
In keeping with regulations set upon us from the township, no child sha Hamburg area school district from PA Dutch Campground, specifically 136 of Bernville PA. Additionally, no child may get on a school bus at Pa Dutch Card	campsite road,
I, have been informed of the following regarding children attending the Hamburg School System while camping Campground.	,

GUEST COPY

2024 PA DUTCH CAMPGROUND REGULATIONS & GUIDELINES

<u>AGREEMENTS:</u> As the campground continues to grow and develop and camping families change, our obligations also change. There are necessary changes each year to our Policies and Procedures. **OUR MAIN GOAL IS TO MAINTAIN A CLEAN, SAFE AND FAMILY-ORIENTED CAMPGROUND THAT CAN BE ENJOYED DURING THEIR STAY.** There will be <u>NO</u> refunds of fees for voluntary departure, acts of nature or removal by eviction. If you rent a site mid-season, payments must be made within a (30) day minimum cycle or by other specific arrangements with the Office.

Winter camping (dry camping) is permitted for Seasonal customers. Main bathrooms are open year-round. Annual campers have winter water. We are not obligated to maintain plowed roads during inclement weather

For your protection, you should notify the Office when you are planning to vacate your site for a short period of time, i.e. vacation, inspections, etc. Electric Meters are read around the 1st of the month. Electric bills are due ON OR BEFORE THE 5TH of the month. Late fees are applied on the 6th.Propane customers must have a credit card on file to be run upon delivery; OR \$300. on account.

No persons under (21) years old can rent a campsite and/or stay overnight on a site without Applicant of site present. All **Seasonal/Annual sites** are rented on a calendar year basis, with each party having first choice to renew the same site for the following year. YOU MUST NOTIFY US 3 weeks prior to contract expiration OR A \$50.00 LATE FEE WILL BE CHARGED. WE ARE NOT OBLIGATED TO MAKE FOLLOW-UP CALLS TO VERIFY YOUR RENEWAL. PLEASE EXTEND US THE COURTESY OF INFORMING US OF YOUR DECISION.

IF NOT RENEWING YOUR SITE: You must notify the office no later than 30 days prior to the end of your contract, otherwise we will assume that you will be vacating your site and it is available for interested campers. If you are not renewing for the following year, your RV must be removed and your site must be completely cleared by december 31, 2023. If you decide to vacate your site mid-season, you have (14) days to clear your site from the date of your notice to the office. Your site must be left in the same clean condition in which you initially rented it. A fee of \$50.00 per day will be charged for trailers and/or personal properties that remain on the site after your contract expires. Any large amounts of debris, furniture, etc. CANNOT BE PUT IN THE DUMPSTERS. IT MUST BE REMOVED FROM THE CAMPGROUND PREMISES. If we must clean any debris from the vacated site, a cleanup fee of \$35.00 per hour will be charged to the vacating party. At the time of your RV removal and/or RV sale is finalized, all rights to your site are forfeited for the Season. Any special arrangements, i.e., visiting at the campground, must be made through the Office.

<u>SUB-LEASING</u>: THE RENTAL OF ALL SITES AND RELATED PROPERTIES ARE NOT TRANSFERABLE AMONG OWNERS. Any change of occupancy MUST be done through the Office.

SECURITY GATE ACCESS CARD: As additional security for our business, as well as for our customers, a security gate has been installed at our Main entrance. Our Seasonal and Annual customers may purchase an access card for a \$20.00 Fee. This is a one-time fee and is refundable should you end your stay with us, and the card is returned. Vehicle registration & insurance information must be provided prior to obtaining the key card. Use the INCOMING LANE when entering...WARNING! DO NOT ENTER ON THE OUTGOING LANE There are spikes installed which can cause major damage to your tires. There are signs posted and red/green lights to help guide you. The spikes lower and are not a problem when exiting. There are surveillance cameras installed in various areas around the gate system for everyone's protection.

OCCUPANCY: THE CAMPGROUND CANNOT BE USED AS A PERMANENT RESIDENCE.

SITE CLEANUP: Site inspections are performed 3 times per season. YOU ARE RESPONSIBLE FOR MAINTAINING AN ACCEPTABLE SITE APPEARANCE THROUGHOUT THE SEASON EVEN IF YOU ARE NOT HERE. \$500 site surcharges are given to those not cleaned up by MEMORIAL DAY – LABOR DAY – and - NOV.1. IF YOU CANNOT ALWAYS MEET THIS RESPONSIBILITY, YOU MUST MAKE ARRANGEMENTS FOR THE MAINTENANCE OF YOUR SITE i.e., leaves, weeds, debris It is not acceptable to just weed whack your

weeds when they overrun your site. There are products on the market that can be recommended to eliminate this problem. If you are unable, or do not fulfill this site maintenance responsibility throughout the Season, we will arrange for a cleanup service and bill you accordingly for work performed. DO NOT JUST KEEP THE "FRONT OF YOUR CAMPSITE CLEAN". Storage of stuff behind and alongside of your RV should be neat and kept to a minimum. Routine inspections will be made throughout the Season because we want everyone to be proud of this Campground. Your campsite MUST ONLY CONTAIN CAMPING ITEMS that are directly related to your camping pleasure. Your site is not a storage place to bring non-related camping items from other locations. We take pride in maintaining a clean campground. Taking care of the "no-man" areas near your site is appreciated...it also improves the appearance of your site

SELLING OF RV'S & PERSONAL PROPERTIES: If you are privately selling your RV and related properties, NO "FOR SALE" signs are to be posted on your site. THERE IS A (20-YEAR) AGE RESTRICTION ON RV'S BEING SOLD INTERNALLY. Only the Office can make a discretionary decision on allowing older RVs to remain. YOU MUST CONTACT OFFICE IF YOU WISH TO SELL YOUR RV WHILE IT IS IN THE PARK NO BUILDINGS, SHEDS AND DECKS CAN BE SOLD PRIVATELY WITHIN THE CAMPGROUND COMMUNITY WITHOUT FIRST NOTIFYING THE OFFICE FOR APPROVAL AND/OR TO DISCUSS ARRANGEMENTS (IF THE INTENT IS TO HAVE THESE ITEMS REMAIN ON OUR PREMISES). The Office will assist you in selling your RV. The Office must be provided with specific RV info and a key. We will post your RV and show it to prospective buyers. A 5% fee (minimum of \$500) of your selling price will be charged for ALL RV sales transactions that remain on campground property. There are NO exceptions.

THE CAMPGROUND RESERVES THE RIGHT TO SELECT ITS CLIENTELE. IF PRIOR NOTICE/APPROVAL HAS NOT BEEN DISCUSSED WITH THE OFFICE BY THE SELLER, THE CAMPGROUND RESERVES THE RIGHT TO REFUSE THE RENTING OF A SITE TO A NON-APPROVED PARTY.

EVICTIONS/STORAGE: If a camper or other occupants of the campsite are evicted, PA DUTCH CAMPGROUND reserves the right to move any property remaining on the site to a storage area provided and additional fees will be incurred. PA. DUTCH CAMPGROUND shall not be responsible for any damage occurring by reason of the camper's abandonment of the property associated with its removal or storage. If any unit is placed into storage and is not reclaimed by the camper from storage, it shall be deemed abandoned after ninety (90) days and may be disposed of or sold at the discretion of PA. DUTCH CAMPGROUND without any liability from the camper(s). If PA DUTCH CAMPGROUND can sell the unit, any proceeds resulting from such sale shall be applied to the unpaid balance of the camper.

<u>UTILITIES & SERVICES</u>: The COMPANY is responsible for providing year--round water to ANNUAL SITES only for the term of this AGREEMENT. For electric usage COMPANY will conduct monthly readings for kilowatt usage on SITE. GUEST(S) are responsible to pay the COMPANY on or before the 5th of each month for the electric services provided. If the electric bill is not paid by the (5th) of each month, a THIRTY-FIVE DOLLAR (\$35.00) Late Fee will be charged. Electric services will be discontinued without notice if an outstanding electric bill exceeds THIRTY (30) days after the monthly reading and until the balance is paid in full. A ONE HUNDRED DOLLAR (\$100.00) reconnect fee will be charged to restore service plus a TWO HUNDRED (\$200.00) dollar Security Deposit. Service will be restored at the availability of our Maintenance Staff. Invoices are emailed to customer directly by the 1st of each month.

MINIMUM BILLING: Mandatory Minimum Electric charge for <u>ALL SITES</u> April 1st - October 31st is \$25.00+tax. From November 1st - March 31st^h, seasonal site occupants may leave their RV unplugged to avoid a minimum use charge. Your meter box will be locked at the end of the season if you choose to unplug and avoid the minimum charge. Notify the office of your decision. Any site that does not have their meter box locked, will be charged the off season minimum \$5 / month November-March.

ELECTRIC SERVICE: Each site has a minimum service of electric/water/sewer. Unauthorized re-wiring of electric lines on sites is prohibited. PLUGGING INTO ANOTHER SITE IS PROHIBITED UNLESS AUTHORIZED BY THE OFFICE AND IS SUBJECT TO A SURCHARGE OF UP TO \$100. It is YOUR RESPONSIBILITY to protect your RV unit and personal appliances. It is highly recommended that every RV unity have a "RV" Surge Protector installed as an added safety feature. All electrical appliances should have adequate surge protection equipment installed. WE ARE NOT RESPONSIBLE for electric mishaps. If you need more information on these devices – contact the Office. During heavy heat waves and/or other heavy usage times PLEASE USE THE ELECTRIC CONSERVATIVELY so as to

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not overload the system . Secondary REFRIGERATORS, FREEZERS, ELECTRIC SMOKERS AND/OR ANY HEAVY NON-CAMPING ELECTRIC EQUIPMENT/APPLIANCES ARE PROHIBITED AND cannot be stored or used outside.

Electric meters will be read at the end of each month throughout the year. Payment is due on or before the 5th of each month. PAYMENTS RECEIVED AFTER THE 5TH WILL AUTOMATICALLY INCUR A \$35.00 LATE FEE. ELECTRIC SERVICES WILL BE DISCONTINUED WITHOUT ANY NOTICE IF AN OUTSTANDING ELECTRIC BILL EXCEEDS (30) DAYS AFTER THE MONTHLY READING AND UNTIL THE BALANCE IS PAID IN FULL. A \$50.00 RECONNECT FEE and a \$200.00 SECURITY DEPOSIT will be charged to restore service at the availability of our Maintenance staff. A monthly minimum of \$25.00 + tax will be charged for all metered sites April thru October.

A HEATED HOSE IS REQUIRED FOR ALL ANNUAL CAMPERS DURING THE OFF-SEASON!!! IT MUST stay plugged in at all times. If you do not and our piping system freezes, you will be responsible for the necessary repair costs.

PROPANE TANKS: Requests to install and maintain large propane tanks MUST be approved through the Office. ONLY propane tanks provided by the authorized Gas Company are allowed on the premises. All other large propane tanks are a violation and must be removed. After the initial safety inspection and setup is completed by the authorized Gas Company, the gas tanks will be filled on an as-needed basis and billed through the Office as per the LP Fuel Agreement. The Office must have a credit card # on account or ADVANCE monies paid on account before a delivery can be authorized. Should you run out of gas because of a delinquent account, the gas company will not make a special trip to fill your tank. You will have to wait until the next scheduled delivery. When a GUEST vacates the site and propane service is cancelled guest may be credited back for remaining propane when the current propane company issues the refund which can take several weeks. There is also a <u>pickup charge</u> issued by the propane company which they will deduct from any refund owed on the remaining propane.

INDIVIDUALS CANNOT MOVE LARGE PROPANE TANKS TO ANOTHER SITE FOR SAFETY REASONS. THE GAS COMPANY MUST PROCESS THESE REINSTALL MOVES

<u>PARKING</u>: Each site is allowed 1-2 automobiles. ABSOLUTELY NO PARKING ON OTHER CAMPSITES UNLESS SPECIFIC AUTHORIZATION IS GIVEN BY THE OFFICE - this applies to currently rented and unrented sites. . Use designated overflow parking areas when necessary.

<u>CAMPSITE</u>: A site is limited to contain (1) RV. Permission from the Office is required to set up any type of additional tent. No additional pop-ups or utility trailers are to be stored on your site. Only (1) canopy or canvas screen house per site. Secondary REFRIGERATORS, FREEZERS AND/OR ANY HEAVY NON-CAMPING ELECTRIC EQUIPMENT/APPLIANCES ARE PROHIBITED AND **cannot** be stored outside or kept in an "open" visible area.

GUEST/VISITOR FEE: \$10.00 THIS IS FOR 0-24hours (All entries no matter how short must pay) UNDER 5 – no charge QUICK VISITS STILL COUNT AS ENTRY TO THE PARK. TELL OFFICE IF YOU PLAN TO RETURN QUICKLY AND YOUR ENTRY WILL BE TIME STAMPED. IF LESS THAN 15 MINUTES, YOU WILL BE REFUNDED. ALL VISITORS MUST REGISTER AT THE OFFICE . NO EXCEPTIONS. DO NOT OPEN GATE FOR GUESTS WITH YOUR KEY CARD!!! THIS WILL RESULT IN YOUR CARD BEING DEACTIVATED and YOU WILL BE CHARGED \$20 FOR YOUR GUESTS INSTEAD OF \$10. YOU MUST INFORM OFFICE VIA EMAIL OR VM OF YOUR GUEST BEFORE LETTING THEM IN AFTER HOURS. NO EXCEPTIONS! If you prefer to pay for your Visitor, notify the Office in advance. REGISTERED CUSTOMERS ARE RESPONSIBLE FOR ENSURING THAT THEIR GUESTS ABIDE BY THE CAMPGROUND REGULATIONS...YOU ARE ULTIMATELY RESPONSIBLE FOR ALL ACTIONS OF YOUR GUESTS.

<u>FIREWOOD – CAMPFIRES</u>: A MAXIMUM OF (1) CORD OF FIREWOOD CAN BE STORED ON A SITE. (4x4x8) It is preferred that firewood be stored toward the rear of your RV. Stacked wood is not used as a fence divider between campsites. Wood pallets used for firewood are not permissible.NO PINE IS TO BE BURNED ON YOUR SITE!! DO NOT STACK YOUR FIREWOOD CLOSE TO YOUR ELECTRIC METER. It is preferred that your firewood is precut before bringing it into the campground. **Campfires are a PRIVILEGE –**MAKE THEM 'SAFE' AT ALL TIMES. Always keep water nearby or access to water supply. NEVER LEAVE A CAMPFIRE UNATTENDED. Keep campfires LOW. Do NOT pour a flammable liquid on wood as a "quick" fire starter. Commercially manufactured fire starters are sold in the store. NO leaf burning in your fire rim. DON'T BE A VIOLATOR & lose this amenity "privilege".

TOWNSHIP PERMITS: Upper Tulpehocken Township requires a permit (\$75 fee) for use of utility sheds and decks. The Office has the Township Permit forms for decks and sheds. You must get approval from the office before obtaining the shed/deck.

<u>CURRENT LICENSE TAGS</u>: Upper Tulpehocken Township also requires that ALL trailers display a current license plate. Please make sure your current tag is clearly visible either inside/outside your RV. Routine checks will be performed.

SHEDS/DECKS: Only manufactured wooden or vinyl sheds are authorized. No metal sheds are allowed. Any existing metal sheds are currently grandfathered. Where there is a customer change in a Site Agreement, the metal shed must be removed from the premises. A shed/deck cannot be sold/given to another *Seasonal/Annual* camper without PRIOR Office approval. Requests for new, incoming, wooden sheds MUST be first discussed and approved the Office PRIOR TO PURCHASE/DELIVERY on site. The maximum size shed allowed in the original section of the campground is 10x12. The campground is also a distributor of wooden sheds and offers competitive pricing for the convenience of our campers.

ROOF EXTENSIONS / ADD-A-ROOM/ SKIRTING: No add-on-wooden roof extensions are allowed. Add-on roof extensions, carports and Sunroom enclosures MUST be authorized by the Office PRIOR to installation. Extended roofs and Sunrooms must be made of manufactured metal or vinyl materials designed for RV's. The Sunroom awnings MUST be constructed/installed by a professional installer. NO HOUSEHOLD FIXTURES, i.e., sinks flush toilets may be installed in your RV or Sunroom areas. All fixtures should be designed for recreational use only. Existing wooden structures/fixtures are now grandfathered. If you choose not to renew your site, the wooden structures currently being used must be removed and the site cleared prior to your final departure. Any shed/dock/structures CANNOT be given to another camper without PRIOR Office approval. Skirting/installation installed around your RV must be finished products only, i.e. vinyl, corrugated aluminum, plastic resin, vinyl lattice. Painted wooden products are NOT acceptable due to deterioration when not maintained.

REPAIRS: Major repairs on existing structure, i.e. new roofs may also require a Township permit. A fee is optional based on the nature of the repairs. BEFORE ANY TYPE OF RENOVATIONS/REPAIRS ARE PERFORMED, IT IS RECOMMENDED THAT YOU COMMUNICATE YOUR INTENT WITH THE OFFICE FIRST FOR APPROVAL BEFORE PROCEEDING. If you are having RV repair work done on your RV, you must notify the Office in ADVANCE of the Vendor's arrival and advise the type of repair work being performed. Tell your repair service that all vendors MUST stop at the Office prior to proceeding to your site.

<u>GRAY WATER</u>: DO NOT DEPOSIT YOUR "GRAY" WATER ON THE GROUND. It is against the *Pa State Environment Law*. NO washing of cars. Upon PRIOR Office approval only, RV's may be washed Monday thru Friday until 2:00pm. Gray matter MUST BE contained in approved, manufactured receptacles and then emptied into our sewage collection area.

SEWER CONNECTIONS: 3" schedule 40 PVC PIPE HOOKUPS are required on all Seasonal/Annual sites. . NO FLEXIBLE HOSES.

ABSOLUTELY NO FERNCO's (rubber couplers) ARE PERMITTED ON SEWER HOOKUPS (cause leakage problems). IF YOU CURRENTLY HAVE FERNCO HOOKUPS ON YOUR SEWER CONNECTION...THEY MUST BE REMOVED & REPLACED WITH PROPER CONNECTIONS AT ONCE. NEW SEWER HOOKUPS WILL BE INSPECTED & APPROVED BY THE OFFICE. HOWEVER, CAMPERS ARE STILL REQUIRED TO CONSERVE THEIR OVERALL WATER USAGE. TO MAXIMIZE EFFICIENCY OF THE SEPTIC SYSTEM, IT IS REQUIRED THAT YOU KEEP YOUR SEWER GATE VALVE CLOSED DURING THE DAY TO ALLOW WATER TO BUILD UP IN YOUR TANK. RELEASE THE VALVE DAILY OR WHEN NECESSARY TO FLUSH THE SYSTEM. THIS AVOIDS BUILDUP AND BLOCKAGE IN YOUR RV AND ALLOWS OUR SEWER SYSTEM TO FLOW ADEQUATELY.

LEAVES/TRASH: ABSOLUTELY NO BURNING OF LEAVES. If you want to assist by depositing your leaves at our compost site, check with the Office to ensure that you will be dumping your leaves at the PROPER location. DO NOT PUT YOUR RAKED LEAVES IN THE WOODS ALONG THE PROPERTY LINES...IN DRAINAGE DITCHES BEHIND YOUR RV...IN "NO-MAN" AREAS, ON NEIGHBORING OR EMPTY SITES, OR BLOW LEAVES INTO THE ROAD. Doing the above affects the runoff of storm water on the property and the washout of sites. TRASH MUST BAGGED and put in the dumpster or designated receptacles located throughout the campground. Littering is prohibited. ABSOLUTELY NO DUMPING OF "OTHER" TRASH such as lawn chairs, tables, carpeting, etc. The Office is charged an extra fee by the Sanitation Service for the disposal of these non-garbage items. If an individual(s) who is performing this violation is identified, they will be required to pay the additional costs involved. WE TRY TO KEEP OUR RATES AFFORDABLE...ONLY YOU CAN HELP US KEEP OUR GROUND CLEAN.

QUIET HOURS/IMPROPER BEHAVIOR: Quiet hour is enforced between 11:00 pm and 8:00am. **PLEASE RESPECT YOUR NEIGHBORS!** For the protection and benefit of all campers and guests, anyone who willfully or negligently destroys, steals, or defaces the property

MASTER CONTRACT

PA Dutch

of *PA. DUTCH CAMPGROUND*, another camper or campsite will be held liable for the full value of replacement cost and can be subject to eviction. Harassment, public nuisance, extreme drunkenness, creating conflict or other disruptive and disrespectful behavior that creates a situation not in keeping with the family environment will not be tolerated. Police assistance will be called if needed.

<u>FOOD / ALCOHOLIC BEVERAGES:</u> NO food or contained beverages can be brought into the Recreation Hall and/or swimming pool area. Alcoholic beverages are allowed ONLY on the site in which you are registered. **ALCOHOLIC BEVERAGES ARE NOT TO BE**CARRIED THROUGHOUT THE CAMPGROUND OR ON GOLF CARTS. LOUD PARTIES AND OR ROWDINESS ARE PROHIBITED.
VIOLATORS MAY BE ASKED TO LEAVE THE PREMISES WITH NO REFUND OR LOSS OF SPECIAL PRIVILEGES, i.e., GOLF CART USAGE. IT IS YOUR RESPONSIBILITY TO CONTROL THE ACTIONS OF VISITORS ON YOUR SITE.

GOLF CARTS: Golf carts are permitted only if waiver is completed and given to Office. GOLF CARTS MUST BE GAS POWERED. NO ELECTRIC GAS CARTS. Golf carts MUST BE INSURED, and a CURRENT Proof of Liability Insurance must be submitted to the Office identifying approved drivers. Designated drivers must also be licensed drivers. Visitors are NOT permitted to drive golf carts unless insured and identified on Authorized Owner's policy. Non-registered golf carts are not permitted on campground premises. NO DRINKING OR TRANSPORTING OF ALCOHOLIC BEVERAGES WHILE GOLF CART IS IN USE. A MAXIMUM OF 4 PEOPLE ARE ALLOWED IN A CART...PROVIDED THERE IS PROPER SEATING. CHILDREN UNDER THE AGE OF (6) YEARS ARE NOT PERMITTED TO RIDE ON THE BACK OF A CART WITHOUT AN ADULT FOR SAFETY PURPOSES IF SEATS ARE NOT INSTALLED. GOLF CARTS ARE TO BE DRIVEN IN THE SAME DIRECTION AS THE ONE-WAY TRAFFIC FLOW. VIOLATORS CAN HAVE THEIR GOLF CART PRIVILEGES REVOKED IF ABOVE SAFETY RULES ARE NOT ADHERED TO AND COMMON SENSE IS NOT USED.

<u>RESTROOMS</u>: We take pride in maintaining CLEAN restrooms. The restroom buildings are ENTIRELY SMOKE FREE. It is expected that the smokers will use the smoking receptacles located outside the building. The restrooms are supplied with soap and paper towels for YOUR CONVENIENCE. NO FOOD IS ALLOWED IN THE BATHROOM/SHOWER AREAS. Please take all articles such as soap, clothing with you when you leave. KEEP SHOWERS CLEAN FOR THE NEXT PERSON TO USE. CONSERVE WATER USAGE. ABUSE OF OUR FACILITIES WILL NOT BE TOLERATED. The main restroom/bathhouse is kept open in season but remains closed during the winter months. Guests must use their own facilities during this time. The building will be re-opened as early as the weather allows.

SURVEILLANCE CAMERAS: Rules are in place for everyone to follow and to protect our property from vandalism. Surveillance cameras are strategically located throughout the campground for everyone's safety and to protect our property.

CHILDREN: PARENTS AND GRANDPARENTS ARE RESPONSIBLE FOR THE SAFETY AND ACTIONS OF THEIR CHILDREN, GRANDCHILDREN AND VISITORS. WE ARE NOT BABYSITTERS. DO NOT LEAVE YOUR UNDERAGE CHILDREN AT THE CAMPGROUND unsupervised. PARENTS SHOULD NOT PERMIT CHILDREN UNDER (10 yrs) TO USE THE SHOWERS UNSUPERVISED. BICYCLE SAFETY IS OF A PARTICULAR IMPORTANCE. Campground Management assumes NO responsibility for loss by fire, theft, accidents done by fallen trees, limbs, etc. as a result of storms and/or Acts of God. Each Customer shall maintain their own Health Insurance which will be the primary provider for any accidents which will occur in or on the property of PA. DUTCH CAMPGROUND. We also reserve the right to inspect your facilities. COMPANY reserves the right to charge the GUEST for any damage caused by unsupervised children to our facilities.

NATURE TRAIL / POND AREA: This area is particularly designed for our "Nature Lovers". Our camping families have put forth a lot of hard work and efforts to develop this area on the campground premises. It is a serene and relaxing location that everyone can enjoy. IT MUST BE KEPT LITTER FREE. Pet walking is encouraged...but cleaning up pet deposits is a MUST. There is a Pet Sanitary Station provided. ALL CHILDREN UNDER (10 yrs.) MUST BE SUPERVISED. FISHING IS ALLOWED BUT CATCH AND RELEASE ONLY AT THIS TIME. NO ADMITTANCE IN THIS AREA AFTER DUSK UNLESS THERE IS A SPECIAL EVENT SCHEDULED.

<u>WINTER CAMPING</u>: Winter camping is permitted during the Winter months. We are NOT obligated to plow the roads. We will try to keep the roadways with limited amounts of snow and ice open. We will NOT be responsible for vehicles getting stuck. The Main restroom is closed during the winter months.

MISCELLANEOUS

- -Only **EMERGENCY** messages will be delivered. We reserve the right to ask the nature of the "emergency" prior to delivering. Use **ONLY** the campsite that is allocated to you. Do not walk, park, or trespass on other campsites. For safety purposes, if you are walking at night, **CARRY AND USE A FLASHLIGHT.**
- -Playground equipment and campground facilities are to be used AT YOUR OWN RISK.
- -The swimming pool has scheduled hours and rules. There is **NO LIFEGUARD ON DUTY.** If you use this facility you **WILL SWIM AT YOUR OWN RISK.**
- -SPRINKLERS: The use of sprinklers or timed watering systems of any kind is prohibited.
- <u>-PETS and THE PET PARK</u>: Copies of current rabies inoculation must be in your file before you can bring your pet to the Pet Park. As with all the documents, it must be kept current. Pets are permitted at the campground IF ALWAYS kept QUIET and UNDER CONTROL. WHEN PETS ARE OUTSIDE, THEY CANNOT RUN FREE. ALL PETS MUST BE LEASHED AT ALL TIMES UNLESS THEY ARE INSIDE THE PET PARK. The chain/rope cannot allow the pet to extend off the site in any direction. If your pet is not used to a leash, requests to install a wireless fence or install a special, fenced-in-area must be approved by the Office. Pets should not be left unattended for hours. The pickup of all pet droppings shall be the responsibility of the Pet Owner. When walking your pet, you MUST carry the necessary articles to clean up any waste deposits left by your pet. If you wish to report to Office a pet that is creating a disturbance or not being kept on a leash, a FORMAL COMPLAINT FORM must be completed and/or a picture submitted properly addressing the matter. Management will then contact the owner of the dog. Management can request removal of your pet from the campground premises.
- <u>SPEED LIMIT WITHIN THE PARK IS (5) MILES PER HOUR:</u> Everyone should observe the one-way traffic flow directional signs. This includes bicycles and golf cart traffic. This rule will be enforced for everyone's safety. **YOUR COOPERATION IS EXPECTED. IF YOU ARE WARNED FOR SPEEDING AND CAUGHT A SECOND TIME, YOU WILL BE REQUIRED TO PARK IN ENTRY LOT AND WALK TO YOUR SITE FOR A PERIOD OF 1 WEEK. A THIRD VIOLATION WILL RESULT IN 30 DAYS OF WALK-IN ACCESS ONLY AND A FOURTH WILL SUSPEND DRIVING PRIVELEGES IN PARK FOR REMAINDER OF THE SEASON.** NO SPEEDING/RACING PERMITTED. This also applies to skates, rollerblades, skateboards, and pedal carts. ALL Children (12 yrs.) and under MUST wear bicycle helmets. <u>CURFEW FOR ALL CHILDREN TO BE BACK ON THEIR SITES IS</u> 10:00 pm. Any child involved with inappropriate behavior may be restricted to their site by manager.
- <u>-INSURANCE</u>: PA. DUTCH CAMPGROUND DOES NOT ASSUME ANY RESPONSIBILITY FOR INSURANCE COVERAGE. RV owners are responsible for insuring, protecting, and winterizing their own RV's and/or other personal properties. This also includes maintaining insurance covering electrical