POTAWATOMIE CAMPGROUND & RECREATION AREA, INC.

2022 SEASONAL CONTRACT

- 1. All sewers must be hard-piped from the camper to the sewer inlet. Absolutely no flex-hose is to be used per State of Michigan guidelines.
- 2. Rates are based on two adults and your children or grandchildren under 6 years of age. Each child age 6-17 years is an additional \$15 per season. Each additional adult family member is \$50 per season. Single adults can include another person at no additional cost. A maximum of 8 registered persons are allowed per lot. Anyone else staying at your site is considered a guest [this includes your parents, siblings, friends of your children (over the age of six), extended family and friends] and are subject to the guest fee.
- 3. All season campers are responsible for their guests to know the rules and be registered at the office. All guests ages six and over will be charged \$3 per person per day. ALL GUESTS MUST REGISTER AT THE OFFICE UPON ARRIVAL. Day guests must leave the park by 10:30 p.m. and all visitors are to park in the designated areas.
- 4. Each lot is guaranteed one parking space on or near that lot. For smaller lots, you may park a second vehicle in one of the three designated parking areas. Those with larger lots must park on your own lot. NO PARKING ON NEIGHBORING LOTS WHEN THEY AREN'T THERE. Park on your own lot or in the extra parking areas.
- 5. Only one camping unit per site, except a pup-tent may be used occasionally, but not left up longer than 3 consecutive days, with 7 days between uses. No subletting of trailer unless agreed upon by the management.
- 6. Names must be on all private boats, canoes, kayaks, paddle boats, paddle boards, etc., brought into the campground. All boat trailers need to be taken home for storage after bringing your boat in the spring. They may not be left on the grounds (unless prior arrangements have been made with management). NO BOATS ARE TO BE STORED ON YOUR LOT (with the exception of kayaks, canoes or paddle boards which may be stored under your camper). The boat/canoe/kayak, etc., fees are payable no matter where your items are stored on our racks or under your camper. If it is used inside the park, fees are due and payable per item.
- 7. Quiet time is 11:00 p.m. (Michigan time) and is strictly enforced. All minor children under the age of 18 must be with their parents or guardians by 11:00 p.m. Children are not allowed to ride bikes or be in the playground after dark.
- 8. Campfire gatherings are to be kept at a respectful noise level. Campers exhibiting disrespectful or disruptive behavior will be warned first, then asked to leave the park if it continues.
- 9. Absolutely NO fireworks of any kind are permitted in the campgrounds.

- 10. Speed limit is not to exceed 5mph. THIS IS TO BE OBSERVED AT ALL TIMES AND WILL BE ENFORCED!
- 11. Dumpsters are for general campground garbage only. Please do not bring household garbage to the campground to dispose of. All large items (grills, mattresses, furniture, appliances, etc.) must be taken with you and disposed of. All garbage must be put in plastic bags and sealed, then put into the garbage hopper. Please place cardboard boxes on the burn pile off M-trail. DO NOT put ashes in the garbage hopper.
- 12. Please keep your lot mowed, trimmed, and neat in appearance weekly. In the event you have not mowed your lot for a significant period of time and we feel it necessary, we will mow your lot for you and bill you accordingly. Please do not cut your grass on weekend mornings before noon. If you are here during the week, we would appreciate your grass being cut and trimmed by Thursday night. When using a bag mower, please empty bag in designated areas.
- 13. Washers and dryers and large household appliances are not permitted.
- 14. Children under the age of 13 must be supervised by an adult at all times while using the beach and swimming area. NO GLASS CONTAINERS ON OR BY THE BEACH. Please do not discard cigarette butts or garbage of any kind on the ground. Toys and personal items left on the beach and unclaimed will be discarded.
- 15. Pets must be cleaned up after, kept on a leash no longer than 6 feet in length, and they MUST be kept QUIET. **No pets on the beach (sand) or in the swimming area at any time.** Dogs are not to roam onto others' lots while walking; retractable leashes are to be kept 6' or shorter in length.
- 16. Clean all fish at the fish cleaning table. Remains must be wrapped and put in the freezer by the cleaning station. Please clean the table after use.
- 17. Decks may be constructed on your lot at your own expense, but are to be a MAXIMUM of 8' wide and 40' long. Only outdoor patio furniture is to be used on decks. Outdoor grill covers and gazebos must be built on your existing deck footprint and can not exceed 8' x 8' x 8'. All decking is to be maintained (stained, cleaned, old boards replaced, etc.) and must first be approved by management.
- 18. Seasonal campers shall be no more than 10 years old at the date of entry into the campground unless other arrangements are made in advance with management. Campers are to be cleaned in the spring and fall.
- 19. New campers shall be no longer than 40' in length. This is the maximum length for any lot; some lots require shorter campers. Before purchasing a new camper, you must first check with management to confirm the maximum length allowed for your lot. Any over-length camper will be refused entry. Seasonal RV units are to be licensed and road towable. Absolutely no park models of any kind are allowed.
- 20. In the event you would like to move to a different lot in the future, you must fill out a "New Lot Request Form" which can be obtained from the store/office.

- 21. In the event you decide to leave the campgrounds anytime after April 15th and not fulfill your seasonal commitment, or if your contract is terminated by management for failure to abide by the rules as stated in this contract, you will not be considered a seasonal camper and therefore not entitled to the benefit of the lower prorated seasonal rate. Your deposit is not refundable or transferrable, and your lot rent will revert to our transient rates for the duration of your stay beginning April 15th through the date of your departure, up to a maximum of your seasonal lot rent. Any credit shall be refunded to you. You will not be charged for your electricity as this is included in the higher transient rate and any payment made will be credited towards your rent. All fees must be paid before removing your camper from the park. Any decks, sheds or personal property not sold or removed prior to vacating your lot will be considered abandoned and will be forfeited back to the park.
- 22. In the event you are indebted to the campground for any reason, by signing this Contract you are authorizing the campground to remove your camper from your lot to another location on campground property and reclaim your lot. We will hold your personal property until payment is made in full, including, but not limited to, camper, deck, shed, etc. Should you remove your camper and vacate your lot without management's knowledge prior to paying any debts owed to the campground, any personal property remaining will immediately be sold to satisfy that indebtedness.
- 23. If you vacate your lot and remove your camper prior to the end of the season without paying your deposit to return the following season on your departure date (or advising management of your intention to do so), your lot will be considered forfeited back to the park for the remainder of the current season.
- 24. Everything except grills and patio furniture must be stored in your sheds during the summer months. Absolutely no storage under campers (with the exception of kayaks).
- 25. By the close of the season <u>everything</u> must be cleaned out from under and around campers (tables, chairs, bikes, grills, wood, boards, planters, etc.). The only thing allowed on your deck or under your camper when you leave for the season is your kayak(s) and steps. Any other items are to be put inside your camper or shed, put into storage, or taken home. They are NOT to be stored outside of the trailer or on your lot. If you pull your camper off your lot at the end the season and store it elsewhere, your lot is expected to be completely CLEAN. Any blocks, brick, boards or sewer pipe should be stored neatly next to your deck. Your lot should be raked and free of garbage and debris. Anything left under and around campers (other than steps and dock) will be removed and discarded by management.
- 26. ABSOLUTELY NO GOLF CARTS, ATVs OR MOPEDS ALLOWED IN THE PARK FOR ANY REASON. Personal mobility scooters are allowed.
- 27. No one is permitted to drive or camp on the drain field at any time.
- 28. Storage sheds are to be no larger than 6'x8' and no higher than 8', must be either wooden or Rubbermaid style, and placed at the back of your campsite. Metal sheds are no longer allowed as of the 2021 camping season. Existing metal sheds are not to be resold inside the park. Oversized, old/worn, and most self-built sheds are not to be resold. Sheds should be kept in good repair and clean.
- 29. Pursuant to State law, no solid awnings/screen houses attached to campers are permitted, only canvas screen houses which fit under existing awnings are allowed.

- 30. During summer months, owners may advertise their camper for sale by posting a notice on the bulletin board by the store and placing ONE "For Sale" sign on their camper, but must FIRST speak to management. Camper, deck and shed sales are separate from lots and lot rent. Lots and lot rent are NEVER to be negotiated in camper sales.
- 31. Electric meters will be read July 31 and the last day of the season (or your last day for the season). Payments are due August 30 and October 15, respectively. If full payment is not received by the due date, a late fee of \$25 shall be assessed and \$5 per week shall accrue thereafter until paid in full.
- 32. Rental payments are due by March 1 and June 1. In the event payment is not received by the respective due date, a \$50 late fee will be assessed for each late installment and \$2 per day shall accrue thereafter until paid in full.
- 33. A storage fee of \$100 will be charged for any camper left on the grounds after the contract end date of October 15th. If you are leaving your camper with us during the winter months, this fee will need to be paid with your deposit for the following season and your ending electric payment.
- 34. Deposits for the following season are due October 15 of the current season and all outstanding debts must be paid at this time as well. This includes store tabs, storage, electric bills, etc. In the event full payment is not received by October 15, your lot will be considered available. A \$50 late fee will be assessed on October 16 and \$2 per day shall accrue thereafter until paid in full or your lot is sold, whichever comes first. Deposits are non-refundable and non-transferrable.
- 35. No refunds will be given due to weather, acts of God, viruses, bacteria, pandemics, or states of emergency.
- 36. Waiver of Liability. The undersigned hereby EXPRESSLY WAIVES all claims, causes of action, costs, damages, expenses, losses, liabilities and suits (including, without limitation, any claim, cause of action, demand or assertion of liability under any municipal, state or federal law) against Potawatomie Campground & Recreation Area, Inc., all affiliates, agents, associates, employees, officers, representatives, and volunteers (the "Indemnified Persons"), on account of any personal injury, property loss, damage, accident, death, injury or illness suffered by the undersigned that arises from or in connection with the undersigned's use of, or presence on, the campground property or any services, structures or equipment located in, on or about the campground property (a "Loss").

Indemnification. The undersigned hereby AGREES TO indemnify and hold harmless the Indemnified Persons, and will assume liability for and reimburse the Indemnified Persons for any such Loss, claim, cause of action, demand or assertion of liability under any municipal, state or federal law (a "Claim"); and any loss, liability, claim, damage and expense (including reasonable attorneys' fees and expenses) suffered or incurred by the Indemnified Persons arising from or in connection with any such Loss or Claim.

37. Seasonal camping is from April 15 - October 15. No camping before or after those dates.

This property is privately owned and management reserves the right to refuse service to anyone.

I have read in full, understand, agree to and shall abide by the 2022 Seasonal Contract. I have also read, understand, and agree to the terms outlined in the attached Seasonal Rate Sheet which is incorporated into this contract by reference.

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Dated:	Sign:		
	Print name:	Print name:	
	Address:		
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ADULTS:	CHILD	REN:	
Names:	Name/A	Age:	
EXTRAS BEING PAID FOR:	Lawn Mowing Service	·	
	Kayak:	If yes, how many?	
	<i>Canoe:</i>	If yes, how many?	
	Paddle Board:	If yes, how many?	
	Fishing Boat:		
	Paddle Boat:		