



10/20/2023

## RIVER POINTE RV PARK TERMS AND CONDITIONS

### Welcome to River Pointe RV Park!

These Terms & Conditions are intended to keep us all happy campers. Basically, we ask that our customers use common sense and courtesy, be considerate of their fellow campers, and respect and protect our property. All policies, rules, and rates are subject to change at any time. We understand this list might be long, but it has been inspired by campground experiences, some funny and some disastrous.

### Thank you and enjoy your stay!

#### General Park Rules: All customers and visitors use the park facilities at their own risk.

**1. Speed limit is 5 mph** or less throughout the park. **Bicycles, golf carts, or scooters** are allowed only on park roadways. All must have lights to be used after dusk. Do not park or ride on grass or landscaping. For all vehicle accidents in the park, please call the police. **North Carolina law requires you to stop and call police if you are involved in a car accident that causes personal injury, death or property damage (includes a car).** Using a mobile phone, dial \*HP for the Highway Patrol or (828) 438-6291. Also, please notify Pat at **(864) 216-3301**.

**2.** Our park roadways are generally one way, especially for guests coming and going with their RVs. It generally applies to vehicle travel, too. However, if you're going to the Shop to see staff, returning from the bathhouse/laundry, or going to put something in the lockbox, you don't have to go out and come back in. You can go the opposite way, just always be careful of other traffic.. Our roads are mostly wide enough to pass another vehicle for the few times someone is coming the other way.

If you're pulling a trailer, car, etc. or if your RV has a long extension past the rear wheels, you may need to loop around the park to exit at the entrance. Our exit has a slope that might catch the back of your load.

**3.** You are permitted **one RV and two vehicles** per assigned site. Check with management if you need storage space for trailers or extra vehicles, boats, skidoos, etc., but they cannot be parked on your site. We have limited storage, but there are commercial storage facilities in the area. Do not park or drive on another site without permission. Your site must be kept clean and orderly. Any trash, especially cigarette butts, may result in your departure and/or a fine. Sites left dirty at departure will be fined \$50. No vehicle repair is allowed in the park. If you are having your RV repaired, please text us at (828) 228-6882. If you have any questions, please call or text Pat at **(864) 216-3301**.

**4. ATVs, dirt bikes, rollerblades, skates, or skateboards** may not be used in the park.

**5. Quiet hours** are 11:00 pm until 8:00 am. Children under 18 must return to their own site by 10:00 pm. Any concerns by campers may be addressed by phone or text to (828) 228-6882.

**6. Parents/caregivers** are responsible for appropriate behavior of their children. Be aware of where your children are and what they are doing at all times. **Children MUST be supervised** in the bathhouse and laundry room. Parents/guardians will be held financially liable for damages caused by their children.

**7. Alcoholic beverages and recreational drugs:** **Recreational drugs are not tolerated** in the park. If we are in doubt, a law officer will be called. **Alcoholic beverages** must be kept on tenants' own site and in an undisclosed container. **Drunkenness or foul language** will NOT be tolerated. **Any minor** caught in the park with an alcoholic beverage or recreational drugs will be expelled with the entire party on that site.

**8. Behavior in the park:** No arguments, fighting, cursing, or foul language outside RVs. It is not your responsibility to call down other guests about park rules. If you have a problem that affects your enjoyment, please call or text Pat at (864) 216-3301.

**9. Campfires** are only approved to be built in campfire rings and must be extinguished before retiring. **DO NOT LEAVE CAMPFIRES UNATTENDED.** Firewood bundles are for sale at **the shop.** **This is self-serve, just leave your cash in the secure dropbox provided.** Do not use gasoline, kerosene, etc. as a starter. Do not dispose of cigarette butts, drink cans, drink bottles, food or trash of any kind in fire rings.

**10. Pets limited to 2 per site under 50 pounds** must always be attended or kept in your RV, outside on a leash with a person, not tethered, not penned or crated outside unattended, not on other sites, always subject to good behavior and no barking. You must immediately clean up after your pet. Please dispose of pet waste down a toilet or in the pet waste disposal units around the park, and not in a public trash can. To report a nuisance, let Pat know by text at (864) 216-3301 .

**11. WIFI with Spectrum streaming cable tv** is available free of charge throughout the park but not guaranteed against outages out of our control. Wifi signal boosters don't increase streaming power and can cause interruptions and problems.

**12. Bathhouse:** Our bathhouse has individual units for privacy and safety. Although we attend them regularly, we count on you to keep them clean and neat. Clean water off shower room floor. Be considerate of the next person to use the facilities. Flush commodes and DO NOT leave them stopped up. Notify management by phone or text (864) 216-3301. if we need to attend to something.

**13. Laundry Room:** Don't overload the machines with large items such as quilts and comforters. Pet beds and blankets are prohibited. Remove clothes timely. Never leave clothes in the washer or dryer after the cycle has completed. Others are waiting to use the machine. If items are left unattended for 15 minutes or more after the cycle is complete, the next user may remove those items at their discretion. Empty the dryer lint filter when you are finished using the dryer. Check washer and dryers for items left behind. Notify management by phone or text (864) 216-3301 if machines are not working properly.

14. **Utilities:** Beginning November 1, 2023 each long term guest (30 days or more) will receive a separate invoice for their site's power usage for the month. The rate of 11.37 cents per kilowatt hour (KWH) is the same rate we pay Duke Energy. All other utilities - water, sewer, and wifi/Spectrum TV - are still included in the base rate. Payment options of card/cash/check, 5 day due date, and late charges will be the same for the power invoice.

15. **Propane:** Tank refills are available on site. Unhook your tank and place it by your site maker. Text Wendy 9-3:00, M-F, (828) 795-0757. Tanks must be in good condition and less than 12 years old.

16. **Late Fee:** A Late Fee of \$25 will be charged for all accounts with an unpaid balance, total or partial, after the grace period of 5 days from the invoice date. For most guests, this will be the 6th of the month. After 15 days from the invoice date, there will be an additional \$25 Late Fee for any unpaid balance, total or partial, unpaid on the 16th day after the invoice date. Any open balance rolling to the following month's billing will incur a third \$25 Late Fee.

17. **Prohibited:** Generators, tents erected with an RV on a site, overnight use of bright outside lighting, fireworks, disorderly behavior, walking through other peoples' sites, oil changes and lubes, clotheslines, grills on picnic tables, any permanent connections, foundations, skirtings, porches, or items. Management reserves the right to request removal of items at their discretion.

18. **Do not cover grass or landscaping** with mats, carpet, etc. No ropes or chains tied to utilities, trees, or signs. Do not put nails in trees. No liquid waste of any kind may be dumped on the ground or in dumpsters. No washing of RVs or vehicles allowed without permission. All campers / vehicles must be clean and in good repair as determined by management.

19. The **customer will be held responsible for any damages** to the property by them, their children, their pets, or their guests and will be held responsible with a fee based on the damages plus penalty. This includes but not limited to sites, picnic tables, fire pits, community areas, etc.

20. **Management reserves the right to expel without refund** any customers with their RV for behavior detrimental to the campground or its visitors, for nonpayment, or for failing to obey the rules at all times. We reserve the right to block any customers from future stays. Customers must accompany guests at all times and **are responsible for their conduct in the park**. If a guest is expelled, management may also expel the customer and RV.

21. In case of **refusal to leave the park** with your RV when notified, you have automatically given us permission to have your RV towed at your expense. All payments due to the park and towing company must be paid in full before the towing company will release your RV. You release the park and the towing company of any liability for damage that may occur to your RV or other possessions.

22. **Burke County Zoning Ordinance Section 1113.3 Permanent Habitation Not Permitted** No RV site shall be used as a permanent place of residence

23. **VIDEO / CAMERA SURVEILLANCE:** Property and Buildings are monitored. Customer grants to

River Pointe RV Park, its representatives and employees the right to take video or photographs of any persons and property during their stay at the park. Customer authorizes River Pointe RV Park, its assigns and transferees to copyright, use and publish the same in print and/or electronically. I agree that River Pointe RV Park may use such photographs of me with or without my name and for any lawful purpose, including for example such purposes as material evidence, publicity, illustration, advertising, and Web content.

**24. The customer accepts camping privileges** and acceptable use of the park with the understanding that they do hereby release the campground, its owners, officers and employees of all liability for loss or damage to property and injury to any person in the customer's party including any members of the family or guests arising out of their use of its camping facilities. The customer's acceptance will apply and be on behalf of all persons connected with that site.

#### **RIVER POINTE RV PARK & CAMPGROUND - LIABILITY WAIVER**

I understand the rules and rental conditions upon which I am renting accommodations, equipment and using the rest of the associated property - lodging and camping and use of the facilities. The sole responsibility for my safety lies with me. In agreeing to this, I acknowledge that outdoor and water activities and exposure to the natural elements and animals can be dangerous and sometimes result in injury and even death. Nature activities contain inherent risks, animals and insects can threaten and infect or injure, exposure to the elements can cause hypothermia, sunburn, among other risks inherent in participating in camping, outdoor and water activities. Alcohol and/or drugs do not mix safely with any outdoor activity.

I certify that I am over the age of 18 (and assume responsibility for those in my charge under the age of 18). I hereby assume all legal responsibility for bodily injury to myself or any other person and property as a result of my visit to River Pointe RV Park and use, operation or possession of equipment hired or loaned to me. Acknowledging this, I accept complete responsibility for myself and the minor children in my charge during our visit to River Pointe RV Park and associated properties and engage in activities or events at River Pointe RV Park at my own risk.

I will abide by the rules and accept the rental conditions:

I. The property I rent will be returned in the same condition in which it was rented, and I will be responsible for all damage or loss that occurs during my rental period.

II. I agree to hold harmless and to indemnify **River Pointe RV Park** and its owners, directors and officers against all loss, damage, expense and penalty on account of personal injury or property damage to the undersigned or to any minor child or children in the charge of the

undersigned, howsoever rising, whether by act or acts or failure to act of the employees or animals of the said company or not.

III. I acknowledge receipt of the property in good order and condition and further agree that **River Pointe RV Park** and its board of directors, officers and staff shall not be liable for consequential damages of any kind or nature from whatever cause arising, whether property or equipment is loaned or rented.

IV. I enter into agreement freely with **River Pointe RV Park** at my own risk, acknowledging the risks inherent in outdoor and river activities and assume any and all responsibility for myself and the minor children in my charge.

V. All parties agree to and will comply with Federal, State and County laws and any other applicable laws and regulations.

By my signature and seal, I agree to accept and agree to adhere to these rules and regulations and the Waiver of Liability of River Pointe RV Park and enter into this as a CONTRACT.

In lieu of signature of a paper copy of this document, you may email you acceptance and list of persons in your group. If you have accepted these rules and regulations by email or text, it shall have the same validity as signature of this document.

Signature(s) \_\_\_\_\_

Customer's Name(s) (Print) \_\_\_\_\_ Date \_\_\_\_\_

Names of All Adults

Name, home address,  
**and names of minor children in your  
charge**

Telephone

***The primary paying guest will be responsible for the actions of all family, pets, and guests including any damages to park property.***