



## HUNTER'S CROOKED RIVER CAMPGROUND, INC.

W4054 11<sup>TH</sup> Road \* Montello, WI 53949

Main: 608-297-7307 \* Emergency: 608-369-3275

Website: [www.crookedrivercampground.com](http://www.crookedrivercampground.com)

*The Kaenel Family owns & operates this Family Friendly Campground!*

## RULES & REGULATIONS

**THIS SEASONAL ADMISSION AGREEMENT (the "Agreement")**, made and entered into by and between Hunter's Crooked River Campground, Inc. (hereinafter referred to as the "Campground") and the individuals identified on Seasonal Admission Agreement, 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 unless pre-approved by Campground Management.**
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 as 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 campsite number referenced on your Seasonal Admission Agreement.
4. **"Campground"** shall mean Hunter's Crooked River Campground, Inc., located at the Property Address listed above.
5. **The "Seasonal Admission Fee" 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. **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).

7. **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. Also, 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 obligations 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.

8. **Voluntary Release, Acknowledgement, and Acceptance of Risks by Campers:**

- a. In order to participate in the activities and camp at Crooked River Campground I agree to hold harmless the Campground and any officials, property owners, employees, other campers, advertisers and promoters. I waive any right to make claims or lawsuits against them. I acknowledge that the activities and just camping in itself is not an essential service. I understand and acknowledge that there are certain risks involved with the activities and camping in general in which I, my spouse or significant other, my children and visitors to my site are here at the campground understand they are here voluntarily and are participating in activities also voluntarily. I understand that these risks, either in the campground or participating in activities, may result in injury, illness, disease, death, or damage to myself, my spouse or significant other, my child or children, others, or property. I voluntarily agree and promise to accept and assume all responsibility for injuries, illness, disease, death, or damage to myself, my spouse or significant other, other persons, or property that arise from camping at Crooked River Campground or participation in activities.
- b. Me, my spouse or significant other, my children or others camping with me or participating in activities is voluntary and no one is forcing you to participate in spite of any risks. I or We understand the effect of the waiver and acceptance of risk on my legal rights. My or our signature on this seasonal admission agreement indicates that I have read the rules in the above rules and this entire document, understand it completely, acknowledge that it cannot be modified or changed in any way by you or oral representation and agree to be bound by its terms. This agreement shall be binding on behalf of my heirs, my assigns, my personal representatives, my estate or myself.

9. **Notices:**

Any notices necessary under the provisions of this Agreement may be served personally upon the parties or by USPS mail or email to the addresses on file with the campground.

10. **Seasonal Admission Fee Payment Schedule:**

- a. 1<sup>st</sup> Third of the Campers, anniversary date is **April 1<sup>st</sup>** and their payment is due then with a **down payment of \$500.00 due on September 1<sup>st</sup>**.
- b. 2<sup>nd</sup> Third of the Campers, anniversary date is **September 1<sup>st</sup>** and their payment is due then with a **down payment of \$500.00 due on June 1<sup>st</sup>**.
- c. 3<sup>rd</sup> Third of the Campers, anniversary date is **October 1<sup>st</sup>** and their payment is due then with a **down payment of \$500.00 due on July 1<sup>st</sup>**.
- d. Should you fail to have all payments current **within (10) days of due dates** Campground will immediately show your site to potential new campers and your agreement could be automatically canceled. You would then have **(10) days to move your camper and possessions off the property** per campground notification.

11. **Term:**

- a. Campground does hereby allow Camper Admission to Site during the term referenced on your Seasonal Admission Agreement for no more than (180) continuous days between April 15 and October 15.
- b. Camper must notify Campground (90) days prior to Agreement expiration if they have no intention of renewing Agreement.
- 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, Camper will be charged **\$35.00 a day** to store personal property for two weeks. If Camper shall fail to timely remove from the Campsite any and all of its personal property in that two-week, Campground shall have the right to remove from the Campsite any and all of its said personal property from the Campsite, with a lien upon said personal property for the actual and reasonable costs of removal at **\$50.00 an hour**. You will then be charged another storage fee of **\$50.00 a day** for two weeks. Campground shall not be liable for any damage incurred in moving said personal property and camping unit, nor for the safekeeping of same. No removal of said camper or personal property can be removed if all charges or fees are not paid in full. After 30 days the Campground will notify the police that there is personal property and camping unit that has not been picked up and is considered abandoned and needs to be removed.

12. **Seasonal Admission Fee:**

- a. Campers shall pay, in full, a non-refundable “Seasonal Admission Fee” in the amount stated on Seasonal Campsite Agreement of this agreement on the date of execution of this Agreement (“Due Date”).
- b. 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:
  1. Assess the Camper a **late fee of \$50.00 on the 5<sup>th</sup> day from the Due Date** if any portion of the Seasonal Admission Fee remains unpaid (“Late Fee”); and
  2. On the 10<sup>th</sup> day from the Due Date, if any portion of the Seasonal Admission Fee remains unpaid, this Agreement will **automatically terminate**.
  3. **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
  4. **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.

13. **Campsite Deposit:**

A \$25.00 electric deposit will be required at time of execution of this Agreement. The Campground is not required to hold the Deposit in any special or trust account. No interest shall be paid to the Camper on the Electric Deposit. If the Campground applies the Campsite Deposit toward above purposes, Camper shall pay additional funds to the campground to restore the Electric Deposit to its original amount within ten (10) days of the Campground’s written demand. The Campground reserves the right to unplug and withhold electric service to any Camper who is behind in their Electric bills. We also reserve the right to require additional deposits up to \$100.00 to ensure electric bills are paid in the future.

14.

**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 Seasonal Admission Agreement, no refund or proration of the Seasonal Admission Fee will be made to the camper. The 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. When selling a camping unit, any Seasonal Admission Fee is not assumable by the purchaser, nor is it refundable to camper.
- c. Any potential buyer of said camping unit must be pre-approved by management before the final sale transpires in order for the camping unit to remain on said campsite.
- d. 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.
- e. 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
- f. 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 or by social media or advertising in any manner. The following requirements are applicable to said sale:
  - o Said Camping Unit shall be listed "For Sale" at the Campground store/office.
  - o Photos to be provided to the Campground for said camper in order to properly place the sale notification on the campground website.
  - o Keys to said camping unit must be available to campground management to show the unit.
  - o Stop in the store to provide resale information to accurately post to our website.

15. **Sale of Camper 6% Sales Fee Requirement due to Campground:**

Campers will pay campground **6%** of sale price of their camper and any personal property chosen to not be removed when said camper is sold on Campground property. The Campground Corporation will not allow any signed agreement with any potential buyers until the sales fee is paid in full to the campground. If said fee is not paid to the campground, the buyer of your camper will be required to move the camper off the site and campground property immediately. The **6%** sales fee also includes but is not limited to decks, sheds, or any other personal property that is sold in conjunction with the camper deemed to remain on campground property along with said camper. In addition, your seasonal admission fee **is never refundable nor transferable** to your buyer(s).

16. **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 (4) times per season and **Camper will have 15 days to pay** the electric usage fee along with the **\$10.00** meter amenity fee. Campground shall provide a written invoice to Camper at the address on file with the campground or email address setting forth the amount owed. **If fee is not paid by the date provided on the written invoice, electricity to the Camping Unit will 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 1<sup>st</sup> day past due. When electricity is disconnected due to non-payment or when 30 days in arrears, **an additional reconnection fee or late fee will be assessed of \$15.00 per every 30 days past due and all unpaid electric fees must be paid prior to power 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 are to be used except during utility power outages.

- e. Please remember you are not at home; 30/50 amps may not allow usage of some items. Such as but not limited to: dehumidifier, electric mower, electric heater, multiple crockpots/roasters, vacuum cleaner, etc. while running other items such as air conditioner, etc.
- f. Campground is not responsible to camper for any loss due to interruption of power.
- g. Any tampering or alterations to the electrical pedestal on your site will result in immediate termination.

17. **Pump-Out Services:**

- a. Sewage pump-out services are provided at a charge of \$20 per pump-out.
- b. All pump-out requests must be paid for and received by Noon on Sunday for your Monday pump service. If request is received late, it shall be deemed an emergency request and will require assessment by the campground staff and be subject to an additional fee of \$50.
- c. Pump outs are figured equal to 300 gallons of waste and campground will not empty camper's internal tanks at the time of pump-out without an additional fee.
- d. 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.
- e. 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 300 GALLONS TO BE PUMPED ON SITE.** See Management to order new and/or replacement 300-gallon tanks.

18. **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 receive a wristband that is required worn during their stay. Guests are subject to a daily fee, as well as, a \$5 refundable parking fee (see Rules & Regulations), and must leave the campground prior to 10:00 pm. Any day guests failing to leave the Campground prior to such time will be deemed overnight guests subject to Trespassing Laws.
- c. If the overnight guests camp overnight outside the Camper's Camping Unit, there is a fee of \$25.00, chargeable to Camper and payable upon registration of overnight guests.
- d. The use of a Camping Unit, in the absence of the Camper, may be loaned by the Camper to another family member with a fee of \$25.00 per night, for no more than (72) consecutive hours, upon prior notice to the Campground. Any person that is not registered is a trespasser and will be subject to an immediate removal from the Campground.

19. **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 Shields, Marquette 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 such as mowed and trimmed lawn, controlled weeds, disposal of trash, etc. Campground may give Camper notice of the deficiency by mail, email or phone of (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; or terminate seasonal admission agreement.

20. **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) continuous days between April and October. Camper may not claim the campground as camper's residence and shall not use campground as mailing address.
- 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. Acceptable is portable outdoor cooking units such as grills, smokers and griddles. Note outdoor refrigerators are to be kept under a covered deck awning or inside a shed.
- d. No trespassing on properties surrounding Hunter's Crooked River Campground.
- e. **NO FIREWORKS** (excludes sparklers and caps) may be possessed or used on the Campsite or anywhere else in the Campground.
- f. No washing of any of your vehicles, other than the Camping Units itself.
- g. Camper **MUST** 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 the 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.
- h. Only upon prior written consent of the Campground may Camper, at its own expense, construct a deck or solid awning upon the Campsite. The requirements applicable to any deck so constructed are pursuant to campground's specifications. See Management for applicable details and any restrictions.
- i. 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 and any restrictions.
- j. No cutting, transplanting or damage is to be done to any tree or bush by a Camper without prior written approval of the Campground. Any and all landscaping improvements made to the Campsite by Camper, including without limitation, trees, flowers or bushes, become the property of the Campground upon future departure.

21. **Insurance:**

- a. Camper shall maintain public liability, and fire, wind and other hazard insurances upon their personal property including but not limited to 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 (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.
- e. Camper must carry no less than \$100,000 personal liability within their insurance coverage.

22. **Notices:** Any notices necessary under the provisions of this Agreement may be served personally upon the parties or by USPS mail or email to the addresses on file with the campground.
23. **Pets in the Campground:**
- a. All pets must be kept inside the Camping Unit, on a secure and safe 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 in or around the pavilion, pond, beach, shower house and all sand areas. Invisible fencing around your campsite perimeter must be pre-approved by management.
  - b. Domestic animals, birds, or pets of any kind are limited to no more than 2 of any kind, i.e. (1) cat & (1) dog, or (1) bird & (1) dog, or (2) dogs or (2) cats \_ unless prior written approval by Campground Management has been obtained and noted within your file. All animals **MUST** have current vet and county tags. Absolutely NO FARM animals are allowed on individual lots or in Camping units, including, but not limited to, rabbits, sheep, pigs or chickens. No exotic animals are allowed such as but not limited to lions, monkeys, etc. No animals may be boarded at any time. Copies of current vaccination records of pets **MUST** be on file in office.
  - c. We **REQUIRE** a separate Pet Policy form to be completed and submission of necessary documents.
24. **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.
25. **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.
26. **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 (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 via mail, email, phone or verbally 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 (30) days, or
    1. The making by Camper of any general assignment or general arrangement for the benefit of creditors;
    2. 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 (60) days;

3. 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 (60) days); or
  4. 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 (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 Hunter's Crooked River Campground 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 term. 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.

27. **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
  1. unpaid Seasonal Admission Fee's which has been earned at the time of termination, and
  2. 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.

28. **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.



29. **Governing Law:** This Seasonal Admission Agreement shall be governed by and construed in accordance with the laws of the State of Wisconsin.
30. **Binding Effect:** This Agreement shall be binding on all persons using the Camper's Campsite.
31. **Terms & Conditions Enforcement:** 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.
32. **Grounds/Camping Unit:**
- a. 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 campground. 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.
  - b. Dumpsters are provided and the camper is required to take their household garbage to that area. All garbage is to be in sealed bags and cardboard boxes are to be flattened before placing in dumpster. Building materials, appliances, furniture, batteries, paint, electronics, etc. are prohibited and you are required to take these home for disposal. If you question if an item is acceptable in the dumpster, check first with campground staff. Note dumpsters are only available to campers from April 15 – October 15 any other times are off limit.
  - c. 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.
  - d. Fires may only be built in designated areas only. No Burning leaves on campsite. Fires must be completely extinguished before leaving site.
  - e. Management must approve skirting and shed size and location around your trailer prior to installation.
  - f. NO additions to camping units. Solid awnings and decks must be pre-approved by management. If there would be any future taxable "permanent" structures that would be charged to the campground; those said fees would be forwarded to camper of said campsite. Those campers in the FEMA governed flood plain are mandated to follow different guidelines and have been advised of these expectations.
  - g. Camper shall at all times keep their camping unit and any improvements on the site maintained and in good condition. Camper shall keep camping unit leveled and all exterior surfaces well-maintained. Any broken windows shall be immediately repaired. Camper shall keep camping unit and site in clean and good condition. With lawns mowed, weeds removed, weeds controlled on any gravel driveways, etc. and shall not permit any garbage, rubbish, refuse or dirt of any kind to accumulate in or about the site. 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 solely to Hunter's Crooked River Campground, Inc.
  - h. In the event Camper fails to keep the site properly maintained, Campground may give Camper notice of the deficiency by mail, email, and/or 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. See management for details or to terminate seasonal admission agreement.

- i. Upon posting at least 24 hours' notice, when practical, Management may at any time close any of the private streets or walkways of the campground 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 campground used by the Campers of the campground 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.
- j. 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.
- k. The management must approve any replacement or additions of sheds on lots. Sheds or storage units can be made out of wood, metal or plastic materials and not bigger than 10x10.
- l. The maximum number of cars per site is two, provided there are two 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 campground. 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, Crooked River Campground Inc. may not renew your Seasonal Admission Agreement.
- m. All seasonal campers must carry year-round insurance and liability for their units, contents, and golf cart if applicable and must be on record in the office. It is your responsibility to notify campground of your change of provider and update your paperwork accordingly.
- n. There will be a \$25 administrative fee charged to anyone moving from one campsite to another.
- o. Satellite and internet equipment are acceptable with prior approval, but all cable lines must be buried; by hand, if any damage is made while digging to other lines you are responsible. All satellite units must be on your campsite and not to interrupt other campers.
- p. Bulk firewood can be purchased at campground store and can be delivered when drivers are available. Any wood brought in must be pre-approved by management and written proof of where wood was obtained. Only wood acquired from Marquette County excluding oak and ash species will be allowed. We must keep our campground trees free of transferable disease and insect infestation according to DNR rulings.

33. **Vehicles:**

- a. You must be a licensed driver to drive any type of transportation anywhere within the Campground including golf carts. Exception is teens with a learner's permit copy filed at the office and driving with parents. Note only electric Golf Carts are acceptable in campground.
- b. SPEED LIMIT IS 5mph. Speeding is a problem. Whether it's your car or golf cart. You will receive one warning. If speeding continues, you be asked to park your car or golf cart for the remainder of that day. Second warning you will be asked to park your car or golf cart for the remainder of the weekend. Third warning you will lose your driving privileges within the campground property.
- c. DRIVING WHILE INTOXICATED INTO OR AROUND THE CAMPGROUND PROPERTY WILL NOT BE TOLERATED. THIS WILL BE SUBJECT TO IMMEDIATE TERMINATION OF YOUR AGREEMENT.
- d. Anyone driving any type of transportation at night MUST have sufficient lights in to enable by others other campers to see them at night or they will be asked to park them until they can get lights on them. No children should be riding bikes after 10 p.m. The lights should be on starting at dusk when it starts to get dark. Small children six years and under on bikes MUST be accompanied by an adult.

- e. 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 campground is (5) miles per hour and MUST be observed. All golf carts must be Park-certified in order to be operated in the park. Your immediate family must own a unit at Crooked River Campground in order to drive YOUR personally owned golf cart. 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 campground. If an incident arises, management MUST give permission or the golf cart will be PARKED for a timeframe determined by Management.
- f. All UTV, ATV and Motorcycles are NOT to be operated after the hours of 10:30pm to 7:30am.

34. **Vehicle Parking:**

Two vehicles maximum with vehicles to be parked on the campsite. Your vehicles are to not be parked long-term in any other location within the Campground. Vehicles must have a visible car pass on the rear-view mirror and be parked on the corresponding campsite. No vehicles shall be parked in the road at any time.

35. **Safety:**

- a. 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 for domestic disturbance or unruly behavior, the campground has the ability to not renew the Seasonal Admission Agreement or immediate termination depending on the severity.
- b. Safety is the Campgrounds #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.
- c. 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.
- d. No one under the age of 18 may be left unsupervised on the property other than for a short period of time. overnight stay is not acceptable. Parent or legal guardians are responsible for the whereabouts, actions, and safety of their child(ren) while at Crooked River. Any child under the age of 14 must be accompanied by an adult while in the pond/beach area.
- e. When at the pond, any staff or staff authorized adult has the right 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.
- f. Swim at your own risk. Please watch your children on the beach & in the pond. No lifeguard on premise.
- g. Firearms are PROHIBITED on private campground property; therefore, concealed carry is not permissible.
- h. Any person whose conduct is offensive or disorderly to other campers, residents, 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 campground, which is private property.

36. **Storage:**

- a. There is to be no parking of additional camping units.
- b. There is to be no long-term stationary parking of cars, trucks, boats or trailers at campground.
- c. All should be used regularly and kept in good working condition and astatically appealing to campers.
- d. If you do not comply with storage rules you will be notified by management of required removal.

By signing your Seasonal Campsite Agreement each year, 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.

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.

By signature and initialing below you as camper have read and agree to the contents of this full document identified as Exhibit A:

- Initial this box to acknowledge you as Camper will legally dispose of gray/black water.
- Initial this box to acknowledge you as Camper will follow all incoming firewood restrictions.
- Initial this box to acknowledge you as Camper will abide by deck, canopy, shed, grounds regulations.
- Initial this box to acknowledge you as Camper will follow and abide by the Guest policy.
- Initial this box to acknowledge you as Camper will provide all necessary current insurance evidence.
- Initial this box to acknowledge you as Camper will abide completely with campground pet policy.
- Initial this box to acknowledge you as Camper accept to pay 6% sales fee to campground if selling camping unit and personal property on campground property.

Camper Signature: \_\_\_\_\_

Camper Print Name: \_\_\_\_\_ Date: \_\_\_\_\_

Camper Signature: \_\_\_\_\_

Camper Print Name: \_\_\_\_\_ Date: \_\_\_\_\_

Camper Signature: \_\_\_\_\_

Camper Print Name: \_\_\_\_\_ Date: \_\_\_\_\_

**PLEASE FORGIVE US THIS DAY FOR ALL OF THE RULES LISTED ABOVE,  
JUST AS WE HAVE FORGIVEN THOSE CAMPERS WHO MADE THEM NECESSARY!**

HUNTER'S CROOKED RIVER CAMPGROUND, INC. \_ Office Use Only:

Filed By: \_\_\_\_\_ Date Rec'd: \_\_\_\_\_