

Seasonal Camping Agreement Terms

Agreement Term: Management of Fire Pit Campground, LLC considers this Agreement a legal contract between Fire Pit Campground and its customer(s) and outlines the rights and responsibilities of each party. This application will be accepted at the discretion of Fire Pit Campground, LLC. This Agreement is valid from **January 01st, 2025**, until **December 31st, 2025**, and it is the sole responsibility of the camper to read these terms fully and obtain a copy if they so wish.

Not A Lease: This Agreement is a license and contract for recreational lodging allowing the Camper to Occupy a Campsite. Camper acknowledges that this Agreement is not a lease. The Camping Unit is not leased premises. Campers and Guests may be removed at any time without notice or resort to judicial process.

Camping Season: Camping Season begins on **April 25th, 2025**, and concludes on **October 12th, 2025**. If you've renewed for the next season (2026) and paid your deposit then your camping season will continue until **October 25th, 2025**. If your deposit is not paid by September 30th, 2025 you must vacate your camping site no later than October 12th, 2025, NO EXCEPTIONS!

Seasonal Camping Base Rate: The Seasonal Camping Base Rate of **\$2000** includes two (2) Registered Seasonal Adults and four (4) Registered Seasonal Children under 18 and must be paid in full by **April 10th, 2025**. One (1) Registered Seasonal Adult can be substituted to replace two (2) Registered Seasonal Children or vice versa. Seasonal Children are not required to be immediate family members. For example, they may be grandchildren. The Base Rate includes the following items: campsite; campsite parking with a maximum of two (2) vehicles (with current inspection and operatable); water hookup; electricity hookup (meter use charge), one (1) picnic table (to be kept on site); one (1) campfire ring; off-season on-site storage; and use of the garbage dumpster (for trash accumulated while camping, max 1 bag). No subletting (Renting or loaning the use of your camping unit to anyone not listed on your seasonal agreement as a seasonal camper is strictly prohibited unless pre-authorized by Fire Pit Campground in writing). **The campsite is for recreational use and purposes only.** Campsites cannot be used as a residence or be occupied on a full-time basis. You may not use the campground address to receive mail. You may be asked to vacate your campsite for a period or permanently with no refund and may be charged additional fees if you are determined, by management, to be using your campsite as a residence rather than for recreational use. Management has the sole discretion to decide if a camper's campsite is being used for recreational purposes or treated as a residence and can apply limitations or charge for the extra usage. Management has the sole discretion to suspend or terminate operations or entry onto the property, without notice, in preparation of or resulting from an **Event of Force Majeure**, which is defined at the end of this agreement. Advance notice of suspension or termination of operations is not guaranteed but Management will exercise all due diligence, to notify customers in advance and limit restrictions of operations to what is needed or required to resume normal operations.

Deposit: A non-refundable deposit of **\$500** for returning seasonal campers is due by September 30th of the current season to guarantee a site for the following camping season. The non-refundable deposit will reserve the campsite, as approved by management, until the first payment due date as per page one of this agreement.

Payment Plan: Campers who wish not to pay the seasonal base rate in full may choose to enroll in our payment plan. A payment plan fee of **\$300** must be paid in full by **April 10th, 2025**, to be eligible to participate in the payment plan. This fee is in addition to the seasonal base rate and any extra campers you listed in your Seasonal Agreement and the seasonal rate must be paid in full regardless of whether your camping season is terminated prior to the closing date voluntarily or by management. A payment plan agreement determined by management must be reviewed and signed by both management and camper prior to payment plan start date.

Failure to Pay: If a payment is late or missed whether it is on the seasonal base rate, electric charges, payment plan, or misc. charges on your account a **10% late charge** will be applied and will continue to accrue a 10% late fee every month thereafter until the balance owed, and late fees are paid in full. A late or missed payment could result in management putting the campsite into **Suspended Status** and the registered campers cannot use the campsite for any reason, participate in any campground activities or events, or visit the campground for any reason until the outstanding balance plus late fee is paid in full. A payment that is late or missed by 30 days could result in management putting the campsite into **Vacant Status** and is cause for removal of the Camping Unit along with any personal belongings from the campsite and the campsite will be available for new occupancy immediately. You will be charged a \$10.00 per day storage fee for every day your property remains at Fire Pit Campground. No property can be removed until all outstanding balances on the campsite account are paid in full. Property left for more than 30 days is subject to abandonment proceedings. **All payments must be current, you cannot camp if you are not current.**

Insurance on the RV, all personal property, and including liability coverage on any decks, pavilions, canopies, and sheds or storage buildings is the responsibility of the Seasonal Camping Family. Proof of insurance should be provided to the campground office annually but is not required.

Acceptable Forms of Payment: Cash, checks, money orders, and all major credit cards are accepted as payment. If you use a credit or debit card a 4% processing fee will be added to the balance being paid via card. Please make check payments payable to **"Fire Pit Campground"**.

Site Appearance: Seasonal sites must be kept clean, free of debris, and well maintained. Sites are permitted to have (1) recreational vehicle, (1) storage shed, (1) patio or deck, (1) picnic table, (1) fire ring, and only movable working golf cart(s) and/or side by side(s) permanently stored on site. Any additional buildings, structures, decks, equipment, trailers, motorized vehicles, canopies or pavilions cannot be added or stored on the camp site without written permission from management. Firewood must be stacked neatly and designated to one area of the camp site. Pallets or wood brought in to burn or be used for projects will be allowed on the camp site for 30 days. Any remaining pallets or wood, except firewood, must be removed from your campsite 30 days after the time it was brought in. Tarps are permitted to be used except for blue tarps or bright colors. These are not permitted to be used on the camp site. Campers are allowed to install a fence on your camp site, but it cannot be a permanent structure nor be bright colors such as orange. No ponds, water decorations, or live animals such as fish are permitted on your camp site. Recreational vehicles do not have an age restriction, but they must be kept clean, in good repair, and not have any leaks. Campers should be washed yearly but please check with management prior to washing to avoid using water during a busy weekend or drought. If your seasonal site is terminated for any reason, it is the camper's responsibility to return the site to its original condition before leaving.

Electricity Policy: Each Seasonal Campsite is equipped with an electric meter unit. Each unit reading will be recorded for electric usage during the last week of each month during the Camping Season and the bill will be ready for payment by the 1st of each camping month. Tampering with the electric meter or any outside wiring will be cause for immediate termination of this camping agreement and all camping privileges will be immediately revoked from Fire Pit Campground without refund. Any repairs or upgrades must be requested through management and will be reviewed and handled based on need and urgency. ***It is the responsibility of the Seasonal Camper to contact the office to pay the monthly electric usage bill prior to the end of that camping month. Any bills unpaid by the 1st of the following month are subject to a 10% late fee.***

Septic Policy: The septic system may only be used for human waste, toilet paper, typical water waste. Women's feminine products, diapers, food, wipes, and other trash must be disposed of in the garbage. These items are NOT to be flushed or dumped into Sewer. The honey wagon will dump once weekly for \$15.00 and you must put your name and site# on the signup sheet located outside the office door prior to Wednesday in order to be dumped that week. NO texts or calls will be accepted as signing up, you must put your information on the signup sheet. If you choose to dump yourself for free, please limit the dumping of your septic to Sunday through Thursday or in the morning prior to 9am on Friday and Saturday. There will be no dumping on Saturday or Sunday on Holiday weekends unless it is an emergency and management is notified.

Water Policy: The park operates via spring; therefore, conservation of water is very important, especially during dry seasons. Normal water use is permitted unless we are in a drought or dryer than normal season then water restrictions would be posted in the park and seasonal campers would be notified. In extreme circumstances you may be asked to limit your stays and/or management may choose to shut off water during certain times to conserve and replenish the water holding tanks. Hose leaks or the need for excess water use should be reported to management immediately. Hoses must be turned off at the spigot prior to leaving from your camping stay. Washing of campers, golf carts, or side by sides is only permitted after notifying management and receiving approval for the water use. Vehicles are NOT to be washed at the campground. Please wash your vehicles at home or at a car washing station.

Visitors Policy: All visitors are required to adhere to the Fire Pit Campground Rules and Regulations. Registered Seasonal Campers are responsible for their visitors, their visitors' behavior, and to inform their visitors of the campground rules prior to them entering the property. All visitors may be subject to pay a fee for attendance at special weekend events, including but not limited to events with meals. Day Visitors are permitted to visit Fire Pit Campground between the visiting day hours of 9:00am and 10:00pm only when a Registered Seasonal Adult is on the premises. Overnight Guests are camping guests, adults, or children, who are not registered as a Seasonal Camper who camp overnight or remain on the campground past the Day Visiting Hour curfew of 10:00pm. Overnight guest are required to register at the camp store/office prior to each visit and pay the Overnight Guest Fee of \$10.00 per adult and \$5.00 per child. Overnight guests are required to stay inside the Camping Unit. Overnight guests can choose to stay in a tent on the Registered Campers Campsite at a rate of \$25.00. The tent rate includes 2 adults and 2 children, any additional occupants will be charged a fee of \$5.00 per person. If a guest fails to register at the office and pay for their stay, then the Registered Seasonal Camper will be billed and held responsible for any charges that were accrued by their guests. Visitors cannot bring in golf carts or side by sides to use on the property.

Golf Cart / Side by Side Policy: Golf Carts and/or Side by Sides are permitted within the campground and riding trails. Speed limit and age requirements must be followed. These are permitted for leisurely riding only, no mud bogging, racing, going off the trails, or destroying property. No four-wheelers or dirt bikes permitted. The campground is not responsible for damage or stolen property and it is the responsibility of the camper to make sure the equipment is insured.

Picnic Pavilion Policy: Use of the picnic pavilion may be rented by Seasonal Campers and Non-Campers for parties or events during the hours of 9:00am – 10:00pm, reservations are required. See office for details on rental pricing. Base Rental Fee includes the use of Pavilion, picnic tables, kitchen space, and one (1) Porta-John. Additional tents, Porta-Johns, and wash stations can be requested for an additional charge. The pavilion and any guests in attendance are subject to the Fire Pit Campground Rules and Regulations.

Off-Season Policy: Off season is from November 1st to April 1st. During this time, no one is permitted on campground property without prior approval from management, and if permitted can only enter during the hours of 9am – 5pm. Fires are not allowed during off-season time, and no trash is allowed to be disposed of at the campground and must be taken away.

Non-Renewal: Any Seasonal Camper without a renewed Camping agreement for the next season is required to remove their RV and all their property on or before **October 12th**. Failure to vacate your site and return the site to its original condition will result in a storage fee equal to the current daily rate of **\$50 per day** for that campsite until the RV or personal property is removed. All account balances must be paid in full prior to unit removal. An RV left more than 30 days is subject to abandonment proceedings. Campsite Deposits are due no later than **September 30th**. If you fail to pay your deposit by the 30th of September, your campsite will be put in **Available Status** effective October 1st and will be deemed open to accept bids for occupancy for the next season.

Termination: Any Seasonal Camper or their Guest, or Visitor who is in violation of this Agreement or in violation of the Fire Pit Campground Rules and Regulations is cause for immediate termination of this Agreement. If this agreement is breeched, all potential refunds are at the discretion of Fire Pit Campground Management. Refunds for early departure will be at the discretion of Management and the amount refunded will be determined based on when the site vacancy is filled. Violators will be charged for liquidated damages calculated by the amount of time the campsite has been occupied by the Seasonal Camper on the current monthly rate (for full months camped), then weekly rate (for full weeks camped) and then daily rate (for days camped) until the day the unit and all personal belongings are physically removed. At early termination, all rates revert to current monthly, weekly, and daily rates excluding any non-refundable deposit paid.

Removal Policy: Seasonal Campers are required to provide means of removing Camping Unit when appropriate or when this Agreement deems necessary. In the event this Agreement is terminated, the Seasonal Camper agrees to immediately remove all debris, decking, and shed prior to the removal of the Camping Unit from Fire Pit Campground property. If the Camping Unit is removed prior to the removal of all other personal property, the remaining items, including the deck & shed, are considered abandoned and become the immediate property of Fire Pit Campground, LLC. Failure to remove scrap decking, sheds, or debris from the campsite (other than good decks, sheds, etc.), upon your departure, is subject to a site clean-up fee which will be determined once management has cleaned up the site and returned it to the original condition. This fee will include hourly worker rate per worker needed, equipment used fees, trash / debris removal, removal of personal belongings, and any other cost that management may incur. Any damage to the site will not be refunded, and if the site is left in unusable condition, you're subject to repair fees, lost income fees, etc. Final clean-

up total will be invoiced and mailed to the address on file with payment due within 30 days of mail date. After the 30th day civil action will be pursued to recoup costs incurred and any balances owed.

Rules and Regulations. Guest acknowledges receipt of the Fire Pit Campground Rules and Regulations and agrees to always comply with them.

Release of Liability: Seasonal Campers agree to carry a general liability policy to cover all activities, both of theirs and any visitors at their site and shall be responsible for same and shall hold harmless Jason Laubach and Christin Laubach, D/B/A Fire Pit Campground, LLC. General Liability policies should have a minimum of \$300,000. **Seasonal Campers, for themselves, and for any of their registered children, agree as follows:** Fire Pit Campground LLC, its affiliates, and their respective officers, directors, employees, and agents makes no warranty or representations of any type, kind of character, whatsoever, as to conditions existing or that may hereafter exist upon the Fire Pit Campground Premises, including but not limited to campsites occupied by other guests or guest's property (The "Campground Property"). Guests enter upon the property at their own risk, and specifically accept the Property in its then existing condition, and unconditionally release Jason Laubach and Christin Laubach D/B/A Fire Pit Campground, LLC from all liabilities, costs, expenses, claims, and damages for which Fire Pit Campground might otherwise become liable by reason of any accidents, or injuries to, or death of any persons including guests, or damage to property, or both, in any manner arising or resulting from, caused by connected with, or related to the presence of any such person or property upon the property, regardless of how, where, or when such injury, death, or damage occurs, even if caused by the negligence of other guests, or Fire Pit Campground LLC, or due to conditions on or defects in the property or property of other guests.

1.1 Definition of Force Majeure

In this agreement, "**Event of Force Majeure**" means an event beyond the control of the Company, its Operator(s), or any of its Affiliates, which could not with the exercise of diligent efforts have been avoided and prevents a party from complying with any of its obligations under this Agreement, including but not limited to:

- 1.1.1 Act of God (such as, but not limited to, fires, explosions, earthquakes, drought, tornado, floods, or storm or weather-related damage);
- 1.1.2 War, hostilities (whether war be declared or not), invasion, act of foreign enemies, mobilization, requisition, or embargo, rebellion, revolution, insurrection, or military or usurped power, or civil war; or acts of threats of terrorism.
- 1.1.3 Pandemic or similar, government requirement or advisory or edict, changes in Laws or Regulations.
- 1.1.4 Contamination by radioactivity from any nuclear fuel, or from any nuclear waste from the combustion of nuclear fuel, radio-active toxic explosive, or other hazardous properties of any explosive nuclear assembly or nuclear component of such assembly, or
- 1.1.5 Riot, commotion, strikes, go slows, lock outs or disorder, unless solely restricted to employees of the Supplier or of his Subcontractors, inability to obtain material inputs, venue, labor, or services, delays or errors by Shipping Companies or Suppliers or Subcontractors or Vendors.

1.2 Consequences of Force Majeure Event

- 1.2.1 Neither the Authority nor the Operator shall be considered in breach of this Contract to the extent that performance of their respective obligations (excluding payment obligations) is prevented by an Event of Force Majeure that arises after the Effective Date.
- 1.2.2 The Party (the "Affected Party") prevented from carrying out its obligations hereunder shall give notice to the other Party of an Event of Force Majeure upon it being foreseen by, or becoming known to, the Affected Party.
- 1.2.3 If and to the extent that the Operator is prevented from executing the Services by the Event of Force Majeure, while the Operator is so prevented the Operator shall be relieved of its obligations to provide the Services but shall endeavor to continue to perform its obligations under the Contract so far as reasonably practicable [and in accordance with Good Operating Practices], [PROVIDED that if and to the extent that the Operator incurs additional Cost in so doing, the Operator shall be entitled to the amount of such Cost [COST BEING DEFINED AS HAVING NO PROFIT COMPONENT] (the Operator having taken reasonable steps to mitigate the Cost)].
- 1.2.4 If and to the extent that the Operator suffers a delay during the Construction Period because of the Event of Force Majeure, then it shall be entitled to an extension for the Time for Completion in accordance with Sub-Clause.
- 1.2.5 If an Event of Force Majeure results in a loss or damage to the Facility, then Operator shall rectify such loss or damage to the extent required by the Authority, PROVIDED that any Cost of rectification (less any insurance proceeds received by the Operator for the loss or damage) is borne by the Authority (the Operator having taken reasonable steps to mitigate the Cost).
- 1.2.6 The Operator shall be entitled to payment of the Base Monthly Charge during the period of interruption caused by the Event of Force Majeure.