

2024 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. One family per campsite. One family is considered to be two adults and their unmarried children still living at home (**up to age 25**). Anyone else staying at your site is considered a guest; this includes your parents, siblings, friends of your children (over the age of five), extended family, and friends.
- 3. All season campers are responsible for their guests to know the rules and be registered at the office. All overnight guests over the age of 6 will be charged \$5 per person, per day. Season passes for guests who come to visit often throughout the summer can also be purchased for a flat rate of \$100 per person, per season instead of paying daily. All guests must register at the office upon arrival, NO EXCEPTIONS. Day guests must leave the park by 10:00 p.m.
- 4. You must park on your own lot. NO PARKING ON NEIGHBORING LOTS WHEN THEY AREN'T THERE.
- 5. No subletting of trailers/campsites unless agreed upon by the management. This includes short-term guests as well. For someone to be considered a "guest", you must be present on the site with your guests during their entire stay. Otherwise, those staying in your camper outside of your presence are considered to be subletters, which is prohibited.
- 6. All boat trailers must be taken home or stored with us for the season after docking your boat in the spring. They may not be left on the grounds. ABSOLUTELY NO BOATS ARE TO BE STORED ON YOUR LOT. Also, boat trailers are not to be brought to the park on holiday weekends.
- 7. Quiet time is 11:00pm 9:00am (Michigan time) and is strictly enforced. All minor children under the age of 18 must be with their parents or guardians by 11:00pm.
- 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. Fireworks are not permitted.
- 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 BREAK DOWN <u>ALL</u> BOXES. **DO NOT put ashes in the dumpsters!**
- 12. Please keep your lot mowed, trimmed, and neat in appearance weekly. In the event you do not mow your lot before going home for the week or have not mowed it 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.
- 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 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 channel. Please clean the table after use.
- 17. Decks may be constructed on your lot at your own expense, but may <u>NOT</u> be moved if you leave the park or change lots. Decks are to be 8 feet in width and run the length of your camper (max. 34'). <u>IT IS YOUR</u> <u>RESPONSIBILITY TO MAINTAIN THE DECK ON YOUR LOT</u>. Decks must be free from rot, loose nails, and screws. All decks need to be treated, washed, stained or painted, and warped /rotted deck boards replaced as needed.
- 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.
- 19. In general, campers should be no longer than 34' in length. This is the maximum length for most lots; some lots require shorter campers and some can handle larger ones. Before purchasing a new camper, you must first check with management to confirm the maximum length allowed for your lot. Campers will be measured before entering the park; 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. Should you decide to leave the campgrounds anytime after May 1st and not fulfill your seasonal commitment, or your contract has been terminated by management for failure to abide by the rules as stated in this contract, you will not be entitled to the benefit of the lower prorated seasonal rate. Your deposit is non-refundable/non-transferrable, and your lot rent will revert to our transient rates for the duration of your stay beginning May 1 through the date of your departure, up to a maximum of your pre-paid seasonal lot rent. Any credit will 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 personal property not 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 camper and other personal property until payment is made in full. 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 prior to the end of the season without paying your deposit to return the following season (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. 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 dock and steps. Any other items are to be put inside your camper, 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.
- 25. No one is permitted on the drain field at any time.
- 26. Boat docks are to be stored in the off season on your deck, within the confines of your lift (if you have one), or off site.
- 27. Electric meters will be read on or before July 15 and the last day of the season (or your last day for the season). Payments are due July 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.
- 28. Rental payments are due in full by March 1. In the event full payment is not received by March 1, your lot will be considered available. A \$100 late fee will be assessed on March 2 and \$2 per day shall accrue thereafter until paid in full or your lot is sold, whichever comes first.
- 29. 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.
- 30. No refunds of any kind will be given due to weather, acts of God, viruses, bacteria, pandemics, or states of emergency.
- 31. 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 Cottonwood Resort, 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.

- 32. Seasonal camping is from May 1 October 15. <u>No camping</u> before or after those dates.
- 33. During the summer months, owners may advertise their camper for sale by placing one "For Sale" sign on their camper, but must FIRST speak to management. Camper sales are separate from lots and lot rent. Lots and lot rent are NOT to be negotiated in camper sales.
- 34. No golf carts (other than those grandfathered), ATVs, or mopeds allowed in the park for any reason. Personal mobility scooters are allowed.
- 35. 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.
- 36. Large storage sheds are not allowed, however you may have deck boxes for storage needs.
- 37. **Marijuana**. The use of marijuana is allowed on campground property, however smoking must be done INSIDE your camper. You may not smoke outside of your camper for any reason at any time. You may not grow marijuana plants on your lot or anywhere inside the campgrounds.

This property is privately owned and management reserves the right to refuse service to anyone. Owners will not be responsible for accidents or injury suffered by guests, nor for loss of money or valuables of any description.

I have read, understand and shall abide by the 2024 Seasonal Contract. I have also read, understand and agree to the terms outlined in the Seasonal Rate Sheet which is attached to this Contract and incorporated by reference.

Dated:	Sign:
	Print name:
	Address:
	Phone:
	Cell:
	Email:
Dated:	Sign.
	Sign: Print name:
	Address:
	Phone:
	Cell:
	Email:
Details of registered family:	
<u>CHILDREN</u> :	
Name/Age:	Name/Age:
Name/Age:	Name/Age:
<u>EXTRAS BEING PAID FOR:</u>	Lawn Mowing Service:
	Channel Electric:
	Extra dock space (PWC): If yes, how many?
<u>SEASON PASSES BEING PAID</u>	FOR:
<u>ADULT</u> :	<u>CHILD</u> :
Names:	Name/Age:
Names:	
Names:	Name/Age:
Names:	

Cottonwood Resort ♦ 219 Wildwood Beach Rd. ♦ Quincy, MI 49082 ♦ (517) 639-4415