Harvest Moon Campground - Campground Rules and Conditions Agreement



Acknowledgement Agreement

I agree, and shall cause my children, invitees and guests, to abide by the Campground Rules and Terms Agreement ("Campground Rules"), including those rules and policies reflected in Exhibit A below, published at www.harvestmoonrvparkga.com, at the Premises or otherwise communicated in any manner by Harvest Moon Campground ("Campground"; "Harvest Moon Campground").

I further understand and agree that the Campground does not give credit or refunds due to the discomforts of nature. Harvest Moon Campground's refund policy varies, depending on the timing of the cancellation notice in advance of the reservation date, as follows:

- If a reservation is canceled more than two-weeks from the arrival date, a \$25 cancellation fee will be incurred at the time of cancellation.
- \bullet If a reservation is canceled between two-weeks and three-days from the arrival date, guests will incur a \$50 cancellation fee at the time of cancellation.
- If a reservation is canceled less than three-days from the arrival date, no refund will be issued.
- NO REFUND for monthly reservations, or reservations for stays during major events (Nascar events, concerts, sporting events, etc.). Please contact the office for additional details.

As a participant in a recreation activity, I am responsible for acting within the limits of my ability and heeding all warnings regarding participation in the activity. I will maintain control of myself and any equipment while participating in the activity and will refrain from acting in any manner that may cause or contribute to injury to myself or to others.

I HEREBY RELEASE, WAIVE, DISCHARGE AND COVENANT NOT TO SUE HMRV

LLC, d/b/a Harvest Moon Campground, its owners and agents (collectively, Harvest Moon Campground Management), from any and all liability to me, my children, my invitees/guests, personal representatives, and heirs for any loss or damage on account of injury to person (including death) or loss or damage to property relating to, or arising out of, use and occupancy of the Harvest Moon Campground property, facilities, golf carts, amenities, Campground, (collectively, the Premises) and any dangers and hazards associated with acts of nature such as changing weather conditions; high winds; thunder and lightning; temperature fluctuations; falling trees; tree limbs, ice; or encounters with wildlife.

I HEREBY AGREE TO INDEMNIFY, SAVE AND HOLD HARMLESS Harvest Moon

Campground Management, and each of them, from any loss, liability, damage or cost (including attorney fees) they may incur due to injury (including death), damage or loss of property relating to use of the Premises by me, my children, and/or my invitees/guests or due to any incidents that may occur during my stay. I understand that, although Harvest Moon

Campground Management makes every reasonable effort to provide a secure environment, the security of my person, my belongings, and all persons registered in my party is my sole responsibility.

As a courtesy, our employees, if so requested, may assist with directing you to your designated campsite. It is your sole responsibility to ensure that the site will accommodate your specific trailer/RV and that you will not hit any branches, bollards, trees, etc. when positioning your RV on the campsite. You agree to indemnify and hold Harvest Moon Campground Management harmless from any

loss, liability, damage or cost (including attorney's fees) that may result from an employee assisting or directing you onto a campsite. Furthermore, you release, waive, discharge and covenant not to sue Harvest Moon Campground Management for any and all liability, loss, or property damage relating to an employee assisting/directing you to your site.

I understand that I am and remain personally liable to pay the total amount of my reservation prior to my scheduled check-in date, or at such earlier date communicated to me. If I fail to pay the total due, I agree that Harvest Moon Campground Management may charge any remaining balance (in addition to any damage charges or other amounts owed under these Terms and Conditions) to any credit or debit card on file with my reservation. Any amounts due after 30 days will be subject to the maximum late charge permitted under state law.

The Premises are privately owned and Harvest Moon Campground MANAGEMENT RESERVES THE RIGHT TO REFUSE SERVICE to anyone for any reason except for those prohibited by law. Harvest Moon Campground Management reserves the right to require any person or party it deems necessary to leave the campground based on violations of Campground Rules or behavior management deems inappropriate or disturbing to others. Harassment or mistreatment of our staff or other guests, including but not limited to, racist comments or hate speech, will not be tolerated under any circumstances. I have read this notice and agree to it as well as all Harvest Moon Campground Rules and regulations. In addition, I understand that I am responsible for the actions of all persons registered in my party, including any children, pet and any guests that visit during my stay. On behalf of each person in my party, I grant Harvest Moon Campground and its affiliated entities and promotional partners the right to include any photographic, video and other visual portrayals of each person in my party in any medium and for any purpose.

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Exhibit A: Campground Rules and Terms

I. GENERAL:

- Guests are responsible for any damages or injuries caused by themselves, their children, visitors and/or pets.
- Harvest Moon Campground ("Campground") is not responsible for personal injuries or damage, loss or theft of any personal property or vehicle.
- We reserve the right to evict any person who does not comply with the Agreement.
- The Campground does not allow the delivery of mail to any guests. Guests must make arrangements to have their mail delivered to a third-party location for pickup.
- Profanity or violence towards other guests or Resort staff will result in immediate eviction from the Campgrounds.
- Guests violating the Agreement, will be required to leave the campground immediately and will not receive any refunds for their stay.
- Guests assume all risks associated with the provisions reflected in this Agreement and agree to indemnify the ownership, employees and management of any form of damages.
- No illegal drugs, solicitation of illegal items and illegal activities will be tolerated. The Campground will immediately contact the local authorities and report any crime.
- The following documents are required at check-in.
 - 1) Copy of valid driver's license for all adult guests residing at the

Campground.

- 2) Phone number of an individual other than the guest to contact in case of emergency.
- 3) Signed copy of the Agreement.
- 4) Email address.
- Please notify the office in the event of an early departure.

II. CHECK-IN / CHECK-OUT:

- Check-in is after 1PM EST and Check-out by 12PM EST
- Our office hours are Sunday 1PM 7PM and Monday through Saturday 9AM 7PM, Closed for lunch from 12PM 1PM. (Subject to change and may vary on holidays)

III. CANCELLATION POLICY:

- Guests agree that the Campground does not give credit or refunds due to severe weather and/or natural disasters.
- If a reservation is canceled more than two-weeks from the arrival date, a \$25 cancellation fee will be incurred at the time of cancellation.
- If a reservation is canceled between two-weeks and three-days from the arrival date, guests will incur a \$50 cancellation fee at the time of cancellation.
- If a reservation is canceled less than two-days from the arrival date, no refund will be issued.
- NO REFUND for monthly reservations, or reservations for stays during major events (Nascar events, concerts, sporting events, etc.). Please contact the office for additional details.

IV. CAMP SITE FEES:

- Base rate per site allows for two individuals only. For every additional individual, the fees below will be added to the base rate. No more than four individuals allowed per site. NO REFUNDS FOR EARLY DEPARTURES, OR PRORATED REFUNDS FOR EXTRA GUESTS.
 - o For daily and weekly stays, an additional \$7/day per each adult and

\$4/day per each child will be added to the base rate. The additional applicable fees will be charged upfront for the duration of the stay, and at the time of each extended period (if applicable).

For Monthly stays, an additional cost of \$100/month per each adult and

\$75/month per child will be added to the base rate. The additional applicable fees will be charged upfront for 30-days, and on the first day of each 30-day extension. A DAILY RATE will be charged for each day that the fee is not paid, PLUS LEGAL FEES (if applicable).

- A \$50 charge will be applied for returned checks and missed payments of any form.
- All rent is required in advance and is due and payable on the first day of site occupation and every 30 days thereafter for the duration of the guest's stay. If site rent is not paid on the due date a late fee of \$100 late fee will be incurred 3 days after the due date. NO full or partial REFUNDS FOR LEAVING EARLY.

V. QUIET HOURS & SPEED LIMIT 5 MPH:

- Quiet hours are 10:00 PM until 7:00 AM and must be observed by all guests and visitors.
- Any activities (large parties, loud/offensive music, misconduct, etc.) that may cause annoyance to other guests is NOT allowed in the campground at any time. Management approval needed for any type of gathering or socialising event taking place in the campground premises.
- Please respect the 5 MPH speed limit and watch for children and pets!

VI. FACILITIES:

- Bathhouse, restrooms, office, and laundry room are available to all guests. PLEASE, observe posted hours of operation and cleaning times.
- Please leave the facilities and Campground clean. Notify the office if any problem arises or anything needs attention.
- Do not bring your LP tanks into the office or any other public space as it is a fire hazard.
- Moderate drinking is allowed within the guest's sites ONLY, and not anywhere else on the Campground. Public intoxication will not be tolerated as it is a family-friendly Campground.
- Smoking, pets and alcohol are NOT allowed inside of any facilities.
- DO NOT TOSS CIGARETTE BUTTS ON GROUND OR IN FIREPITS!

VII. PET POLICY:

Violations of the Pet Policy will require management to ask the Guests to leave the Campground immediately and may result in a fine.

Pets are welcome in RV sites only with prior approval from the management.

Pets are NOT ALLOWED IN CABINS, POOL, PLAY GROUND, COMMON ACTIVITY

AREAS (excluding the dog park), or any of the INDOOR COMMON AREA facilities within the Campground.

- Pet behavior and hygiene is the sole responsibility of the owner.
- Pets should NEVER be left outside unattended.
- Pets must be kept on a leash or tied when outside, except inside the dog park.
- Local Law requires pets to be on a short leash (6 feet or less) at all times.
- The owner must pick up after the pet throughout the Campground, inclusive of the guest's site, and the Dog Walk areas.
- Only sight assisting animals are permitted in park buildings.
- NO AGGRESSIVE, OR EXOTIC PETS of any breed are not ALLOWED, including but not limited to Pitt Bulls (or any Pitbull mix!), Rottweilers, Chows, Great Danes, German Shepherds, Dobermann Pinschers, Mastiffs, reptiles, wild cats, etc.
- A maximum of two four pets per RV (fee applies for over two pets), and only pets less than 70 pounds are allowed.

VIII. CAMP SITE MAINTENANCE:

- All trash must be placed in the dumpsters located within the Campground daily. DO NOT leave trash out overnight. Guests are subject to be fined \$50 per day by management, if trash is present on the site and is having a negative impact on the neighboring sites and/or the Campground.
- Alcoholic beverages are ONLY permitted on the guest's site, and nowhere else on the Campground.
- Vacating guests are to leave the site clean. A clean up fee determined by management will be applied if the site requires to be cleaned following a departure.
- Sites are to be kept free of exterior clutter and storage, including tool sheds, any type of tent, carports, trash cans, porches, exterior appliances, furniture, clotheslines, etc.
- Fire rings are to be used to burn WOOD ONLY and are to be cleaned after use. If trash, or non-wood items are placed in the fire, the fire ring will be removed and a \$100 fine will be applied.
- Picnic tables should be kept clean and used as a picnic table only. They are not to be utilized as storage. If guests combine multiple tables, please move back to their original location after use.
- Monthly guests are responsible for the following at their own cost:
 - o Grass mowing and trimming in site with large areas of grass. Sites not cut in a timely manner will be cut by park staff at an additional fee of \$25 per occurrence and RV campground management will not be responsible for any potential damages caused to the guest's property. Guest's site must be kept free of leaves, pine cones, pine needles, and trash. All personal outdoor equipment must be kept neat and tidy.
 - o Guest to manage pest control issues (if any) for the site, RV and vehicle(s). o For certain sites, a single Rubbermaid (or of similar quality) shed with no utilities may be allowed with prior approval from management for an extra fee based on the size.

- NO LARGE EXTERNAL LP TANKS ARE PERMITTED.
- NO WASHER AND DRYER ARE PERMITTED.
- o NO MATTRESS, APPLIANCES, LARGE FURNITURE, WORK TRASH, ETC., ARE ALLOWED TO BE DISPOSED OFF INTO CAMPGROUND DUMPSTERS.

IX. VISITORS:

- Guests are responsible for any damages and injuries caused by themselves, their Visitors, children, and pets.
- Visitors must register at the office and must vacate Campground by 9 PM (please refer to map or check with office staff for visitor parking).
- Visitors staying overnight will be charged \$10 per adult and \$5 child, per day.
- Visitors must be accompanied by a registered guest. Guests inform visitors of the park rules reflected in this Agreement and take full responsibility for their visitor's actions.
- Any violation of our park rules may cause management to request the visitor to vacate the Campground immediately and potentially not be allowed back in the future.

X. GUEST'S RV & VEHICLE:

- RV older than 2014 vintage or and RVs that are not well-kept, are not allowed in the Campground. All RVs must be self-contained, with electric, water and sewer (sink, shower & toilet).
- All Motorhomes, RVs or Travel Trailers must be in good working order and appearance.
- We reserve the right to refuse access to any guests whose vehicle is deemed to be unacceptable.
- No custom build RVs allowed, unless approved by management.
- Depending on the site, up to two vehicles are permitted. Vehicles must only be parked on the rented site. Unauthorized vehicles will be towed at the owner's expense.
- Big work trucks, trailers, box trailers, boats or extra-large vehicles are not permitted on site.
- All vehicles and RVs must have valid tags.
- All vehicles must be registered with the Campground.
- Vehicles and RV washing is permitted but must be approved by the management prior to each occurrence. There is an additional charge which will be determined by management.
- Vehicle repair is not allowed in the Campground.
- Non-operational vehicles are not allowed in the Campground and will be removed

at the owner's expense.

- No ATVs or dirt bikes are allowed to be ridden within the Campground for recreational purposes. Golf carts are permitted if driven by a valid licensed driver at their own risk.
- DO NOT PARK OR DRIVE THROUGH ANY OPEN CAMP SITES! NO PARKING ON THE GRASS OR STREET.
- Management will not be responsible for any damages to vehicles. under any circumstances. If management finds damage caused to the Campground's landscaping, a fee will be imposed.

XI. SEWAGE:

- Sewer rings are required by law to seal sewage hoses to receptacle. By law, dumping of gray or black water on the ground is prohibited and subject to a fine determined by Management.
- Black water tank valves should be kept closed and opened every two or three days to prevent clogging of RV tanks.
- Use earth friendly digester and deodorant chemicals in black water holding tanks.

Gray water valves may be left open.

- No disposing of diapers, rags, paper towels, or feminine hygiene products.
- A fine determined by Management may be applied to the Guest if the Sewage rules are violated and damage is caused to the Campground.

XII. WIFI:

• Complimentary Basic Wi-Fi access is provided. Wi-Fi speed is impacted by usage which is dependent upon the number of users. Campground does not guarantee Wi-Fi access at every RV site. The system is designed to support email, messaging, and similar communication activities. The Wi-Fi system will not support Smart/Wi-Fi enabled devices like TV, Gaming systems, streaming video services, etc.

XIII. UTILITIES:

- Guests only have access to the utilities available on the registered site, and are responsible to use the utilities compatible with the registered RV.
- RVs with 30 amps or 50 amps are only allowed to use either the 30 amp or 50- amp receptacle, plus GFCI receptacle.
- Guests are not allowed to use both 30 amps and 50 amps at the same time.

XIV. REVISION OF CAMPGROUND RULES:

• Management reserves the right to add to, delete, amend, and revise the Agreement from time to time.

XIV: EMERGENCIES:

- Emergency contact information is required for all guests. This information remains private and will only be used when an emergency situation arises.
- If unusual activity is observed, call the office at 770-773-7320 during office hours or email at hmrvreservation@gmail.com.
- Call 911 in an emergency. If 911 is called for any reason, please call the office so that staff can help direct emergency personnel to the site.

The guest agrees, and shall cause their children, invitees and guests, to abide by the Agreement, including those rules and policies published at https://harvestmoonrvparkga.com/rules or otherwise communicated in any manner by the Campground.

MANAGEMENT RESERVES THE RIGHT TO REFUSE SERVICE, LIMIT THE LENGTH OF STAY AND THE NUMBER OF PERSONS OR VEHICLES PER SITE AND/OR EVICT ANY PERSON OR PARTY WITHOUT REFUND. CAMPGROUND STAFF ARE NOT ALLOWED TO WORK ON RVS BELONGING TO GUESTS. CAMPING IS AN OUTDOOR EXPERIENCE; THEREFORE, WE DO NOT GIVE REFUNDS DUE TO WHIMS OF MOTHER NATURE!

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