



## Rivers Edge Campground Seasonal Campsite Agreement 2010

Camper(s) \_\_\_\_\_

Site No. \_\_\_\_\_

Address \_\_\_\_\_

City/State/Zip \_\_\_\_\_

Home Telephone \_\_\_\_\_

Cell/Work Telephone \_\_\_\_\_

Email Address \_\_\_\_\_

Emergency Contact \_\_\_\_\_

Emergency Number \_\_\_\_\_

Insurance Company \_\_\_\_\_

Policy Number \_\_\_\_\_

**2010 Seasonal Rent:**

<b>Waterfront</b>	\$1,995.00
5.5% Sales tax	<u>109.73</u>
<b>Total</b>	<b>\$2104.73</b>

<b>Inland</b>	\$1,650.00
5.5% Sales tax	<u>90.75</u>
<b>Total</b>	<b>\$1,740.75</b>

**Security Deposit**  
\$ \_\_\_\_\_

Agent for maintenance and collection of rents:

Manager  
Rivers Edge Campground, Inc.

**Rivers Edge Campground, Inc.**

3368 Campsite Drive • Stevens Point, WI 54481 • [www.riversedgewisconsin.com](http://www.riversedgewisconsin.com)  
Email: [camp@riversedgecampground.com](mailto:camp@riversedgecampground.com) • Phone: 715-344-8058

3368 Campsite Drive  
Stevens Point, WI 54481  
Telephone: 715-344-8058  
Email: [camp@riversedgewisconsin.com](mailto:camp@riversedgewisconsin.com)  
Web: [www.riversedgewisconsin.com](http://www.riversedgewisconsin.com)

For office use only:

Signed contract received: \_\_\_\_\_ /2010

Lot rent received: \$ \_\_\_\_\_

Check Number \_\_\_\_\_

Security deposit on file: \_\_\_\_\_

**THIS SEASONAL CAMPSITE AGREEMENT FOR 2010** (the "Agreement"), made and entered into by and between Rivers Edge Campground, Inc. (hereinafter referred to as the "Lessor") and the individuals identified on Page 1, 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.
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 Lessor prior to moving same onto Campsite.
  - b. It is strictly prohibited that any Camping Unit 15 years or older be situated upon the Campsite. 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 (defined below) at the end of the term of this Agreement.
3. "Site" or "Campsite", as used herein, specifically refers to the Site Number referenced on Page 1.
4. "Campground" shall mean Rivers Edge Campground, Inc., located at the Property Address above.
5. **Term.**
  - a. Lessor does hereby lease and demise to Camper the right to occupy the Site during the term referenced on Page 1.
  - b. Upon expiration or termination of this Agreement, Camper shall quietly and peacefully return the Campsite to as good a condition as it was upon commencement of this Agreement, ordinary wear and tear excepted.
  - c. 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, Lessor shall have the right to remove said personal property from the Campsite, with a lien upon said personal property for the actual and reasonable costs of removal and costs of storage which shall be not less than \$10.00 per day. Lessor shall not be liable for any damage incurred in moving said personal property, nor for the safekeeping of same.
  - d. **Holdover.** If Camper remains in possession of the Campsite after the expiration or termination of this Agreement with the written consent of Lessor, but without executing a new agreement, Camper shall be deemed a month-to-month tenant. The Camper is responsible for and agrees to pay One Hundred Fifty Percent (150%) of the then existing Seasonal Fee (defined below) per month, in advance, during such month-to-month tenancy. Such month-to-month tenancy may be terminated by either party, effective as of the end of any calendar month, by twenty-eight (28) days' written notice to the other. If Camper remains in possession of the Campsite without the written consent of Lessor, Camper shall pay Lessor's damages arising from Camper's failure to vacate the Campsite, and in the absence of proof of greater damages, Lessor's damages shall be deemed to be twice the amount of the Seasonal Fee, apportioned on a daily basis. This provision does not waive any other right of Lessor under this Agreement, at law or in equity.
  - e. If Camper requires the assistance of the Lessor in moving Camper's Camping Unit and/or other personal property (ie: decks, sheds, etc), such service will be provided at the convenience of the Lessor, without assuming any responsibility for any damage to the Camping Unit and/or other personal property, at a rate of \$45.00 per hour. Such rate shall include an operator and necessary equipment normal to such moves; Lessor's equipment shall not be loaned.
6. **Seasonal Fee.**
  - a. Campers shall pay, in full, a "Seasonal Fee" in the amount stated on Page 1 of this agreement on the date of execution of this Agreement ("Due Date").
  - b. In addition to any and all remedies available to Lessor under this Agreement and/or pursuant to the applicable law, Lessor shall have the right to take the following actions and collect damages as follows:

- i. Assess the Camper a late fee of \$50.00 on the 30<sup>th</sup> day from the Due Date if any portion of the Seasonal Fee remains unpaid ("Late Fee"); and
- ii. Assess the Camper an additional late fee of \$50.00 on the 60<sup>th</sup> day from the Due Date if any portion of the Seasonal Fee remains unpaid ("Additional Late Fee"); and
- iii. On the 61<sup>st</sup> day from the Due Date, if any portion of the Seasonal Fee remains unpaid, this Agreement will automatically terminate and, in addition to the Late Fee and Additional Late Fee (as well as the additional costs and fees referenced below), Camper will be liable to Lessor for the monthly campsite fee, at the rate posted from time to time in the office/store,

- 2 -

assessed from the Due Date through the date on which payment of the Late Fee, Additional Late Fee and any additional costs and fees referenced below) are made in full ("Termination Fee"); and

- iv. Collect from Camper any and all costs or fees incurred by Lessor associated with collecting any or all of the Late Fee, Additional Late Fee and Termination Fee due under this Agreement; and
- v. Collect from Camper any and all attorney's fees incurred by Lessor associated with collecting any or all of the Late Fee, Additional Late Fee and Termination Fee due under this Agreement.

7. **Security Deposit.** Campers shall pay, in full upon execution of this Agreement, a security deposit of \$200.00, which such "Security Deposit" shall be subject to the following terms and conditions:

- a. Said Security Deposit shall be held as security for the prompt, full and faithful performance by Camper of each and every provision of this Agreement.
- b. Lessor is not required to hold the Security Deposit in any special or trust account, but may commingle the Security Deposit with other funds of Lessor, and no interest shall be paid to the Camper on the Security Deposit.
- c. If the Camper fails to perform any of its obligations under this Agreement, Lessor may (but shall not be obligated to) apply part or all of the Security Deposit to cover: (i) the Seasonal Fee, (ii) any sum expended by Lessor on Camper's behalf in accordance with the provisions of this Agreement, or (iii) Lessor's costs or expenses resulting from Camper's default. Lessor's application of the Security Deposit shall not prevent Lessor from exercising any or all of its rights and remedies provided in this Agreement, at law or in equity.
- d. If Lessor applies the Security Deposit for any of the above purposes, Camper shall restore the Security Deposit to its original amount within ten (10) days of Lessor's written demand.
- e. Provided that the Camper meets all its obligations under this Agreement, Lessor shall return the Security Deposit upon the later of: (a) the expiration or termination of this Agreement, (b) Camper's surrender of the Campsite in accordance with this Agreement, or (c) Camper's timely payment of all amounts due under this Agreement.

8. **Sale of Camping Unit; Sublease/Assignment of Campsite.**

- a. Any sale or early removal of Camping Unit from the Site, without prior consent of Lessor, will immediately VOID this Agreement, 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 Lessor agree and acknowledge that Lessor may immediately attempt to relet the Site following the voiding of this Agreement.
- b. Any attempt by Camper to assign this Agreement or sublet the Campsite shall be null, void and of no effect, unless Camper first obtains the written consent of Lessor (which must be obtained each time Camper seeks to assign or sublet the Campsite), which such consent shall be in Lessor's sole discretion.
- c. In the event that Camper removes the Camping Unit from the Site without intent to return to Site (provided in writing to Lessor) with another comparable Camping Unit without prior authorization from Lessor, 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 Lessor agree and acknowledge that Lessor may immediately attempt to re-let the Site following the voiding of this Agreement
- d. Only upon prior written consent of Lessor, and subject to the below requirements, may Camper advertise the Camping Unit "For Sale" at the Campsite. The following requirements are applicable to said sale: (i) said Camping Unit shall be listed "For Sale" at the Campground store/office and in Rivers Edge's Weekly Summer Publication and (ii) "For Sale" signs shall not be posted at the Campsite or in or on said Camping Unit.

9. **Electricity.** Each Camping Unit is to be plugged into its own electric box that is located on Camper's Campsite.

- a. The electric meters will be read on a quarterly basis and Camper will have 30 days with which to pay the electric fee along with the \$5.00 monthly meter fee. Lessor shall provide a written invoice to Camper at the above address setting forth the amount owed. If fee is not

timely paid by the date provided on the written invoice, electricity to the Camping Unit may be disconnected by Lessor. If electricity is disconnected due to non-payment or in arrears 30days, a reconnection fee or late fee will be assessed of \$15.00 and all unpaid electric fees must be paid prior to the electrical service being restored.

- b. All electrical fees must be paid, up to date, prior to the removal of the Camping Unit from the Campground.

- 3 -

10. **Pump-Out Services.**

- a. Sewerage pump-out services are provided at the rates posted from time to time in the office/store, and shall be paid at Lessor's office in advance of services rendered.
- b. All pump-out services shall be as posted. All pump-out requests must be received by 6:00 pm on Sunday for posted service. If request is received late, it shall be deemed a special request and subject to special request fees which shall be posted from time to time in the store/office.
- c. 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, Lessor shall have the right to refuse to pump out Camping Unit until Camper notifies Lessor that all necessary repairs are made.
- d. Lessor 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 125 OR 300 GALLONS.** (See Management for applicable details.)

11. **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 leave campground prior to 10:00 pm. Any day guests failing to leave the Campground prior to such time will be deemed overnight guests and subject to the applicable fees below.
- c. All overnight guests must register at the office upon arrival and the following additional fees shall apply:
  - i. If the overnight guests are staying with the Camper in the Camping Unit, there is a \$5.00 overnight fee, per overnight guest, chargeable to Camper and payable upon registration of said overnight guests.
  - ii. If the overnight guests use their own Camping Unit on the Camper's Campsite, there is a fee of \$19.50 (which is equal to one-half the daily fee), chargeable to the Camper and payable upon registration of overnight guests.
  - iii. If the overnight guests camp overnight outside the Camper's Camping Unit, there is a fee of \$17.50 (which is equal to one-half the daily camping fee), 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 party, for no more than 72 consecutive hours, upon prior notice to the Lessor. The guest(s) using the Camping Unit shall register with the Lessor and pay a fee of \$19.50 (which is equal to one-half the daily camping fee) upon arrival and registration. Any guest that is not registered will be subject to an immediate eviction and removal from the Campground.

12. **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 Lessor 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 Lodi, 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. If Camper fails to maintain the Campsite, and continues to fail to maintain the Campsite for a period of ten (10) days following notice from Lessor, the Camper shall be charged a \$20.00 maintenance fee for each failure so notified. Said fee shall be due and payable within ten (10) days of the notice.

13. **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 Lessor 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.
- b. Camper shall not commit nor suffer any waste to be committed upon the Campsite.

- c. There shall not be left outside on the Campsite any household appliances of any type except a portable cooking grill.
- d. All pets must be kept inside the Camping Unit or on a leash 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 Lessor cause to require the pet to be removed from the Campground. Camper must clean-up after their pets. No pets are allowed around the pond area.
- e. No trespassing on properties surrounding Rivers Edge Campground, Inc..
- f. **No fireworks** may be possessed or used on the Campsite or anywhere else in the Campground!!
- g. No washing of any vehicles, other than Camping Units.
- h. Camper shall check with Lessor before any type of digging is done. This is to eliminate any problems with utility lines. If digging occurs without permission from Lessor, the Camper shall be responsible for the costs of any and all necessary repairs or replacements. Lessor is not responsible for personal injury or property damage that may result due to digging by Camper whether or not authorized.
- i. Only upon prior written consent of Lessor, may Camper, at its own expense, construct a deck upon the Campsite. The requirements applicable to any deck so constructed are pursuant to Lessor's specifications. (See Management for applicable details.)
- j. Only upon prior written consent of Lessor, may Camper, as its own expense, construct only one storage shed upon the Campsite. The requirements applicable to said storage shed so constructed are pursuant to Lessor's specifications. (See Management for applicable details.)
- k. No cutting or transplanting of trees by Camper without prior written approval of Lessor. Any and all landscaping improvements made to the Campsite by Camper, including without limitation, trees, flowers or bushes, become the property of Lessor. If Camper requests that a healthy tree be removed and Lessor agrees to remove the same, said healthy tree must be replaced at Camper's expense, with a two to four inch diameter hardwood sapling. Said replacement to be at Lessor's consent and coordination.

14. **Insurance.**

- a. Camper shall maintain public liability, and fire, wind and other hazard insurances upon their personal property (including the Camping Unit) situated upon the Campsite and for their acts or omissions occurring while occupying the Campsite, which such insurance policy shall indemnify Lessor as an additional insured, in amounts acceptable to Lessor, said acceptance shall not be unreasonably withheld.
- b. Within ten (10) days of written demand by Lessor, Camper shall provide evidence to Lessor 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 Lessor.
- d. If Camper fails to comply with the requirements of this section, Lessor may obtain such insurance and maintain it in effect, and Camper shall pay Lessor the premium cost and any other costs or expenses incurred by Lessor.

15. **Indemnification.** Camper shall indemnify Lessor and shall hold Lessor 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 Lessor shall, without fault on its part, be made a party to any litigation commenced by or against Camper, the Camper shall protect and hold Lessor harmless and pay all costs, expenses and attorneys' fees incurred or paid by Lessor in connection with such litigation. Camper's indemnification of Lessor under this section shall survive the expiration or termination of this Agreement.

16. **Damage and Lessor Liability.** Lessor shall not be liable to Camper, and Camper hereby waives all claims against Lessor, for: any injury or damage to any person or property in or about the Campsite,

or 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 Lessor 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 Lessor fails to perform any of Lessor's obligations under this Agreement and, as a consequence, Camper recovers a money judgment against Lessor, the judgment shall be satisfied only out of the proceeds of sale (received upon execution of the judgment) of Lessor's title in the Campground, and no officer or member of Lessor shall be personally liable for any deficiency.

17. **Notices.** Any notices necessary under the provisions of this Agreement may be served personally upon the parties or by United States mail to the addresses written above.

18. **Rules of the Campground.** Lessor may make such reasonable “Rules” governing the Campground and use of the Campsite, as Lessor 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. Lessor 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.

19. **Failure of Lessor to Act.** Failure of Lessor to insist upon compliance with the terms of this Agreement shall not constitute a waiver of any violation. No waiver by Lessor 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.

20. **Defaults.** The occurrence of any one or more of the following events shall constitute a default and breach of this Agreement by Camper:

- a. The failure of Camper to make any payment of Seasonal 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 ten (10) days after the due date.
- b. 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 written notice thereof from Lessor to Camper.
- c. This Agreement passes to any other person or entity by act of Camper, by operation of law or otherwise.
- d. 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 thirty (30) days, or (i) The making by Camper of any general assignment or general arrangement for the benefit of creditors; (ii) 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 sixty (60) days); (iii) 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 sixty (60) days; or (iv) 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 sixty (60) days.]
- e. Camper abandons or vacates the Campsite.

21. **Lessor’s Remedies.** If any default by Camper shall continue uncured for the applicable period stated above, Lessor shall have all rights and remedies provided by law or equity, to which Lessor may resort cumulatively or in the alternative. Additionally, Lessor shall be entitled to recover from Camper, in addition to the Seasonal Fee and any other charges due under this Agreement or related in any way to the Seasonal Fee, all other damages sustained by Lessor on account of the breach of this Agreement, including, but not limited to, the costs, expenses and attorneys’ fees incurred by Lessor 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 reletting of the Campsite. Further, Lessor has the following remedies, in addition to all other rights and remedies provided by law or equity, to which Lessor may resort cumulatively or in the alternative:

- a. **Termination of Agreement.** Lessor may at Lessor’s election terminate this Agreement immediately upon giving Camper a notice of termination. On the giving of the notice, all further obligations of Lessor under this Agreement shall terminate, Camper shall surrender and vacate the Campsite in a clean and orderly condition, and Lessor 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 Lessor or from any claim for damages previously accrued or then accruing against Camper. Should Camper abandon the Campsite and Lessor elect to reenter as herein provided, or if Camper’s right to possession is terminated by Lessor because of a breach of the Agreement by Camper, this Agreement shall, at Lessor’s written

election, terminate and Lessor shall be entitled to recover from the Camper (i) unpaid Seasonal Fee which has been earned at the time of termination, and (ii) as liquidated damages, and not as a penalty, a sum of money equal to the total Seasonal Fee and any additional loss of Seasonal Fee to be paid by Camper to Lessor for the remainder of the term of this Agreement.

- b. Storage. Lessor may at Lessor's election remove the Camper's personal property (including the Camping Unit) from the Campsite and store same at the cost of Camper.
- c. Re-letting. Upon termination of this Agreement, Lessor shall have the right, but not the obligation, to immediately re-let the Site to any third party.

- 6 -

22. **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.

23. **Governing Law**. This Lease shall be governed by and construed in accordance with the laws of the State of Wisconsin.

24. **Binding Effect**. This Agreement shall be binding on all persons using the Camper's Campsite.

25. Camper shall pay all costs, expenses and reasonable attorneys' fees that may be incurred or paid by Lessor in enforcing the terms and conditions of this Agreement as permitted by law.

26. By signing this Agreement, 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 such Rules.

**IN WITNESS WHEREOF**, the parties hereto have executed this Agreement:

**CAMPER:**

By: \_\_\_\_\_  
\_\_\_\_\_

Date:

By: \_\_\_\_\_  
\_\_\_\_\_

Date:

Dependent Children:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**LESSOR:**

**RIVERS EDGE CAMPGROUND, INC.**

By: \_\_\_\_\_  
\_\_\_\_\_  
Manager

Date:

By: \_\_\_\_\_  
\_\_\_\_\_  
Manager

Date:

# Rivers Edge Campground, Inc. • 2010 Rules and Regulations

“Please forgive us this day for all of the rules that follow, just as we forgive those few campers who made them necessary!”

## Residents/Visitor/Guests

1. The site shall be used only for the placement of a travel trailer or park model for the exclusive use as a private seasonal for Tenant and Tenant's immediate dependent family, as set forth on Tenant's Rental Application. Any guest's stay shall not exceed two weeks without landlord's consent. Tenant shall be responsible for the acts of tenant's children and guests, even if they are not present.
2. Seasonal or Camper Quiet Time: 11:00 pm to 8:00 am (enforced). Quiet time includes, but is not limited to, no loud radio; no loud talking or laughing; and no loud amplified sound.
3. Persons 18 years or older are permitted to smoke outside the common areas of the facility. Underage smokers will not be tolerated and will be asked to return to their site.
4. All tenants and campers must place household garbage in the dumpsters. Do not set beside road for individual pickup.
5. 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. Tenant shall be liable for all damage to the site and the Park caused by Tenant, Tenant's children, guests and/or invitees and shall pay for all repairs thereto necessitated by the acts or omissions of Tenant, Tenant's children, guests and/or invitees.
6. All guests and visitors must register at the office or in the General Store to obtain a vehicle pass before entering the facility. Everyone entering the facility, except registered campers, are expected to register at the office and are subject to a Visitor Fee of \$5 per person per day and a Vehicle Fee of \$5 per vehicle per day are entering this facility.
7. Boat trailers are NOT to be parked on campsites from May 1 to September 30 without prior permission from management.
8. No one under the age of 16 may be left unsupervised on the property. Parent or legal guardians are responsible for the whereabouts, actions, and safety of their child(ren) while at Rivers Edge. Any child under the age of 13 must be accompanied by an adult while in the pond/beach area.
9. When at the pool or waterfront, any Rivers Edge employee has the ability and authority to remove an individual(s) who are not following the posted Rules and are causing harm or potential harm to someone.

## Grounds/Unit

1. Tenant 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 the Park. Tenant shall be responsible for any required repair, clean-up or detoxification of the site caused by Tenant and shall indemnify Landlord from any liability, claim or expense relating thereto. The foregoing covenant and indemnification shall survive the termination of this lease.
2. Upon termination of this lease or the removal of one's unit, all trees, shrubs and plants, placed upon the site by Tenant shall remain upon the site. This shall be the property of the Landlord unless a separate written agreement regarding ownership has been entered to the contrary, and the same shall not be removed or damaged by Tenant. This covenant shall survive the termination of this lease.
3. All tenants must have their site number clearly posted on their unit and golf carts if applicable (4" reflective).
4. Fires may be built in designated areas only. Be sure fires are extinguished before leaving site.
5. Management must approve skirting and shed size and location around your trailer prior to installation.
6. **NO additions to units.**
7. Appliances must be kept inside a shed or in the trailer. No appliances will be allowed outside.
8. Tenants shall at all times keep their RV's and any improvements on the site maintained and in good condition. Tenant shall keep RV leveled and all exterior surfaces well-maintained. Any broken windows shall be immediately repaired. Tenant shall keep RV and site in clean and tenantable condition (lawn mowed, weeds eaten, driveway sprayed, etc) and shall not permit any garbage, rubbish, refuse or dirt of any kind to accumulate in or about the site or Park. Animal droppings should 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 to Rivers Edge Campground, Inc..
9. Items other than unbroken lawn furniture, grills, or planters shall be stored in a shed and not on the side of a shed, on the deck, or under the trailer.
10. In the event Tenant fails to keep the site properly maintained, Landlord may give Tenant notice of the deficiency and reasonable time to fulfill Tenant's obligations. If such maintenance is not performed within such time, then Landlord may, but shall have no obligation to, perform such maintenance and the Tenant shall pay the following maintenance: Rubbish and Trash Removal: \$25-\$100 per incident; Lawn Care: \$20-\$50 per incident; Boat/trailer removal/storage: \$20 per incident/\$45 per 6 months (See Office for details).
11. Upon posting at least 24 hours notice, if practical, Management may at any time close any of the private streets or walkways of the Park 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 Park used by the Tenants of the Park, 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 Landlord under the lease and shall have no effect on the rent to be paid by Tenant or any other agreements to be performed by Tenant hereunder. Tenant, in making use of such facilities and areas, does so at his own risk.
12. Twice a year, the facility performs a test and cleansing on the private well system. Management will try to give a 24-hour notice but if not possible, the bulletin board at the entrance will display postings. Individual delivery to residents may also be a method of distribution. We apologized in advance if you feel that we have not provided enough notice. It is estimated that this may occur in October and April. Schedule is solely based on contracting service and their schedule.

13. 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 Tenant'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.

14. For persons wishing to sell their camping unit, Rivers Edge Campground, Inc. maintains a complimentary resale sheet in which sellers may advertise. Keys may be kept in the office for management to show the unit. During April to October, keys may be given to potential buyers to view the unit themselves if an employee of Rivers Edge Campground, Inc. is not available.

15. When selling a unit, the balance of the Lot Rental Agreement is not assumable by the purchaser, nor is it refundable to resident if prepayment was made. A potential buyer must be pre-approved by the office before the final sale transpires.

16. The office must approve any replacement or additions of sheds on lots. Sheds or storage units must be made out of wood or a Rubbermaid product and not bigger than 8x10. All metal sheds, once removed, should be replaced with the above.

17. The maximum number of cars per site is 2, provided there are 2 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 park. 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, Rivers Edge Campground, Inc. may not renew your Lot Rental Agreement.

18. All seasonal residents must carry year-round insurance and liability for their units, contents, and golf cart if applicable.

## **Vehicles**

1. You must be a licensed driver to drive a licensed vehicle anywhere on Park property. You must have a license to drive a golf cart.

2. 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 Park 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 Rivers Edge Campground, Inc. in order to drive YOUR personally owned golf cart. NO VISITORS without a driver's license can drive the golf cart at any time in the Park. If an incident arises, management MUST give permission or the golf cart will be PARKED for a timeframe determined by Management.

3. All golf carts, motorcycles, etc. are NOT to be operated after 11pm nor before 8 am. Absolutely no vehicles should be driven after dusk unless they have headlights.

4. All vehicles are to be parked on the campsites, not around the store or office.

## **Safety**

1. Safety is the Park's #1 priority. Do not sit or stand on fences or railings and observe all signs that are posted around the facility and pool. Lack of common sense is not an excuse for not following safety precautions.

2. Swim at your own risk. Please watch your children on the beach, waterfront and in the pool.

3. Fireworks and firearms are prohibited at all times.

4. Any person whose conduct is offensive or disorderly to other campers, residents or Management, will be required to leave the premise or be restricted to their campsite. Management will determine "offensive conduct" as each instance arises, and Management's decision 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 Park, which is private property.

5. Management has the right to terminate a lease in order to protect other residents and Management from unruly tenants and their visitors/invitees. Tenants are ultimately responsible for their actions as well as those of their child(ren), visitors and/or invitees.

6. We reserve the right to restrict children to their site if their behavior or actions are unacceptable.

7. 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 more than 2 times for domestic disturbance or unruly behavior, the Park has the ability to not renew the Lot Rental Agreement, depending on the severity of reports.

8. All residents and guests must follow the rules and regulations listed in the contract as well as those posted around the facility.

9. Vandalism, disturbances, etc. will be grounds for immediate and permanent eviction from the Park. The laundry room and bathhouses are not places for congregating or hanging out for golf cart drivers or for children—see #6 above.

10. All visitors should know the unit number and the name of the person they are visiting. Every visitor must register at the office and pay a Visitor Fee of \$5 per person per day and a Vehicle Fee of \$5 per vehicle per day.

11. Water rules: Adult supervision of children is a must while at the water. Absolutely no diving, no flipping, no somersaults, no horseplay, no physical contact in the pool or on decks. Consequence: Immediate removal from swim area.

## **Boats/Storage**

1. Boat trailers are NOT to be kept on lots. Off-season storage is allowed on sites between October 1 and April 30.

2. There will be no parking of boat trailers, extra campers, old cars, PWC trailers, etc. on individual sites. If you don't move them, we will—at YOUR EXPENSE. Boat storage is allowed only with Management's prior approval.

## **Pets**

1. Pets are allowed on the grounds but must be kept on a leash. Pets must be quiet and Tenant must pick up after their pet. No pets are allowed on the beach, in any rental unit, or in common areas, e.g. store, patio decks, game room.

2. Domestic animals, birds, or pets of any kind are limited to no more than 2 of any kind, e.g. 1 cat, 1 dog, or 1 bird and 1 dog, unless prior written approval of Management has been obtained and noted in your file. All animals should have current vet and county tags, and be properly neutered or spayed. Absolutely NO FARM animals are allowed on individual lots or in RV units, including, but not limited to, rabbits, sheep, pigs or chickens. No animals may be boarded at any time.

