

Waffle Farm Campground Seasonal Contract 2019

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Open: April 12th, 2019

Close: October 20th, 2019

2019 SEASONAL RATES

| | | | |
|----------------------------------|------------|-----------------------------------|------------|
| BACK SITES, PARTIAL HOOK UP----- | \$2,525.00 | WATER FRONT, PARTIAL HOOK UP----- | \$2,800.00 |
| BACK SITES, FULL HOOK UP----- | \$2,725.00 | WATER FRONT, FULL HOOK UP----- | \$3,000.00 |

Campsite Electric: This usage is calculated from the meter on your site, at the current Consumers Energy rate. If Consumers Energy increases the rate during the season, your rate will be changed accordingly. There is a MINIMUM FEE OF \$50.00 PER SEASON.

END OF SEASON FEES

The fees listed below are to be PAID IN FULL UPON CLOSING OF THE CAMPGROUND for the season.

Fees Due: 1. A **\$200.00** required deposit on your site to hold it for the coming season. 2. Your current year meter read (electric charge) at 15¢/kwh (subject to change). 3. The on-site winter trailer storage charge of \$100.00 (if applicable). 4. Boat or pontoon storage charge in the field or in the barn (if applicable). *We do not move fifth wheel trailers. If we do move your trailer, we are not responsible for any damages.*

**Please take everything home with you at the end of the camping season
PLEASE CHECK OUT IN PERSON TO PAY ALL END OF SEASON FEES**

LATE FEE CHARGES

Season Rent: Any unpaid balance past the 1st of July will have a late fee charge of **\$2.00 per day**.

Remember: You will not receive a separate bill. This contract is your bill and payment is due as stated.

SITE TERMINATION

If your seasonal rent and end of season fees are not paid in full by closing day, your seasonal site contract will be terminated and you will not receive a contract for the following year. Your trailer, shed, and/or deck cannot be removed from the campground until all fees are paid in full. If payment is not received, your past due account will be turned over to collections. This remedy does not preclude the campground from termination of the contract or rights to the site for any other reason stated in this seasonal contract.

RULES AND REGULATIONS

1. Your Site Seniority, Occupancy, and Guest Requirements:
 - A. Your Site Seniority starts upon the date of deposit on your seasonal site and continues until you leave or your site is terminated.
 - B. Definition of Occupancy: For both married and unmarried couples, both parties will sign the seasonal contract agreement. This will give both parties controlling interest of the site, and also makes both parties liable and bound to this contract. For a single individual, only he/she will have the controlling interest of the site. **Occupancy of your seasonal site is for you only. Your site cannot be transferred to anyone.**
 - C. Occupancy and Guest Requirements:
 - i) Your seasonal rate is based on 5 persons in your unit (2 adults and 3 children).
 - ii) There may be only **1 sleeping unit per site**. However, you may also have a tent, not to exceed 7' x 7', intended for children in your care under the age of 13. The tent should not be in place for more than **3 consecutive nights**.
 - iii) All guests of seasonal campers are the **responsibility of the host seasonal camper**.
 - iv) All adult guests that stay overnight must stay in your unit, not in a separate van, motor home, trailer, or tent on your site.
 - v) You may not **sublease your trailer or site**.
 - vi) All seasonal campers and their guests must abide by **all campground rules**.

2. Seasonal Travel Trailer Requirements:
 - A. Your travel trailer must:
 - i) Age: Be within **10 years of new** and very neat in appearance when first becoming a seasonal. All decisions on the appropriate appearance of trailers are at the manager's sole discretion.
 - ii) Square Footage: Can be no greater than **400 square feet**.
 - iii) Slide Outs: Cannot extend past your electrical pedestal.
 - iv) All trailers must be continuously road towable. **No park models or converted park models allowed.**
3. Utilities: Must comply with all State, County, and Local requirements.
 - A. Electrical Connection:
 - i) Do not bury your **electrical cords or place them under your carpet/deck**.
 - ii) No buried **extension cords** of any kind are permitted.
 - B. Water Connections:
 - i) Your water hose must be **pressure type** for palpable water.
 - ii) Do not **bury your water hose or place them under carpet/deck**.
 - iii) Water Usage: Please conserve water. No excessive watering of lawns, washing of trailers, motor vehicles or golf carts is allowed.
 - C. Sewer Connections:
 - i) You must use a **rigid plastic pipe**.
 - ii) It must have a **slope for drainage from your trailer**, and must be **well supported**.
 - iii) If your site is full hookup, then you must have a **donut adapter** to hook up to our sewer.
 - iv) You **cannot glue** onto our sewer risers.
 - v) You **cannot use flexible sewer connections** on seasonal sites.
4. Site Maintenance:
 - A. Violations: If any of your property is in *disrepair* or is in violation of any Health Department standards, you will be notified or your **property will be tagged**. This requires your immediate attention, or you risk the possibility of **termination of your site**.
 - i) You may receive a violation either from a government official (Health Department, DEQ, etc.) or a Site Improvement Notice from the office.
 - ii) You must correct any violation issued by a governmental agency within the time permitted. If any violation is not corrected to the satisfaction of the governing agency, you must vacate the site. You will be responsible for any fines, costs or damages due to the violations.
 - B. Trees and Lawn Care:
 - i) You are responsible for the care of the site's lawn. If you do not take care of the problem after being given a warning, a contractor will be hired and you will be responsible for the bill. Any unpaid bill will be considered an End of Season Fee.
 - ii) No planting of trees.
 - iii) Check with the office about where to dispose of grass clippings or leaves.
 - C. Parking:
 - i) You are to park at your **own site**.
 - ii) Additional parking is available in **designated places** marked on the campground map (see map).
5. Insurance:
 - A. During seasonal occupancy and winter storage on camp property **you are responsible for property and liability insurance on all of your equipment and guests**. This includes your trailer, dock, shed, golf cart, boat, etc. This insurance policy must be available upon office request. **No insurance, no site!**
 - B. **REMEMBER: Fill out your insurance information on your Seasonal Contract Information sheet.**
6. Decks:
 - A. **Manager approval is required for all decks!** (Ask before you build).
 - B. Deck must start **flush** with the ground.
 - C. Deck posts cannot go into the ground.
 - D. Deck can be no larger than **400 sq. feet**.
 - E. Deck railings are not to exceed **30"** in height and cannot have solid panels.

- F. Keep deck well maintained.
7. Awnings:
- A. Permanent awnings require office approval.
 - B. Screen rooms are not permitted.
8. Sheds:
- A. Location of sheds: For both lakefront and back lot sites, the shed is to be placed **directly behind the trailer**.
 - B. Sheds must be **well maintained** or they will have to be removed from the camp or be replaced.
 - C. All sheds have to be **moveable**.
 - D. Only **one** shed will be permitted per site.
 - E. Sheds are not to exceed **50 sq. feet**.
 - F. The installation, sale, or purchase of all sheds must be **approved** by the manager.
9. Docks/Boat Slip/Boats:
- A. Docks:
 - i) Docks must be maintained for safety.
 - ii) Docks must be included on your liability insurance.
 - iii) Spacing of Docks:
 - a. Will be spaced to accommodate two seasonal camper's watercraft. Placement will depend on the availability of water frontage. This is left up to the seasonal and their neighbors. If an agreement cannot be reached, then management will reach an agreement for them.
 - b. Docks are to be **21' apart** edge to edge. The dock cannot be any wider than **3'**. Docks must be straight out from the shore. For channel sites, docks are not to exceed **18'** in length.
 - B. Boat Slips:
 - i) Each seasonal is allowed only **one** boat slip at a dock or pulled to shore.
 - ii) Your boat slip is for **you only**.
 - iii) You are not allowed to use another seasonal camper's boat slip even if they do not have a boat as an extra boat slip for yourself.
 - iv) Non-motorized watercraft, such as rowboats, canoes, paddle boats, kayaks, and inflatables do not count toward the marina slip count.
 - v) Waterfront: Common waterfront, which means that the seasonal camper in the vicinity behind a waterfront seasonal camper has **access through and usage for** co-sharing of the dock, waterfront and boat slip.
Respect your neighbor.
 - C. Summer Boat Trailer Storage:
 - i) Boat trailers are to be stored south of the store in the open field.
 - ii) Storage in the field is **free**, but please get a tag from the office to put on the front of the trailer.
 - iii) Your boat trailer must be **insured**, as we are not responsible for damages.
 - iv) You may store a boat on the trailer at your site.
 - D. Boats/Watercrafts:
 - i) You may have **one** watercraft in the water at a time.
 - ii) For seasonal campers on a waterfront channel site, your watercraft is not to exceed **20'** in length.
10. Golf Carts / LSV's:
- A. **You must be 18 years old with a valid driver's license to operate any gas, battery, or electric powered equipment in the campground. (Be prepared to show driver's license if asked).**
 - B. There must be liability insurance on your vehicle to operate it in the campground. This insurance form must be on file in the office.
 - C. You may only have **one** golf cart per site.
 - D. Golf carts, 4-wheelers, Gators, mini-bikes, mopeds, electric scooters, etc. **must have office approval**.
 - E. Your golf cart is to have your **site number on both the front and the back** of the cart. Please make sure that the numbers contrast with the color of your golf cart. You **must** have these numbers to operate your golf cart in the campground.
 - F. Drivers are to stay on the **roadways only**. Do not drive through campsites or other non-designated roadway areas.
 - G. The speed limit is **10 mph** throughout the entire camp. You must stop at all stop signs.
 - H. All vehicles must have working **lights on the front and back** of the vehicle (or reflectors on back).

- I. Please follow the specific seating guidelines for your golf cart or recreational vehicle. Please **do not** have more people than seats on your vehicle.
 - J. Horseplay, racing, or other misuse of vehicles is **not permitted**.
 - K. All violations will be written and kept on file in the office and a copy will be mailed to your home. When you reach your **3rd** violation, your vehicle will have to be removed from the camp for the rest of the season. **However, your vehicle may be removed on the 1st violation if your minor children are found driving at any time.** If an accident were to occur while a minor was driving the cart, the vehicle will have to be removed permanently from the camp (and you could potentially lose your site).
 - L. No driving of any vehicle while under the **influence of drugs or alcohol**.
11. Pets:
- A. Your pets are welcome if they are under control, friendly and quiet.
 - B. All pets are required to be on a **leash and/or penned at all times** (leash can be no longer than 15’).
 - C. Pets are not allowed to be on the beach, but they may play in the water at your site or at the boat launch.
 - D. Respect others by **cleaning up** after your pets.
 - E. Pets are to be kept inside the trailer at night, and should not be left unattended at any time.
 - F. Be sure your pets are up to date on their **shots**, and have paperwork at request.
 - G. Dog Bites: You are liable if your dog bites anyone.
 - H. ***If these rules are not followed, your pet will have to leave the campground.***
12. Site Change/Termination:
- A. Site Change:
 - i) The opportunity to change sites will depend upon available sites & your seniority.
 - ii) Requesting a Site Change:
 - i) When you receive your new seasonal literature in January for the coming season, check “Site Change, Yes or No”.
 - a. If “No”: You will **not** be considered for a site change for the coming season.
 - b. If “Yes”: You will be called after **March 1st**. You will be given a choice of the available sites (if any). You are required at the time of the call to decide on the site that you want, or if you wish to change at all.
 - iii) Your trailer must be ready to move as soon as possible before the opening of the season. Check with the office for a time and what is required of you.
 - B. Termination:
 - i) If you choose not to return for the following season or your site is terminated, the trailer must be removed either before the end of the season or **2 weeks prior** to the opening of the campground for the following season.
 - ii) The camper may be held due to non-payment until payment of fees is received.
 - iii) Contract Termination: There is a **\$200.00** contract termination fee if you give up your site *after* we receive your contract for the year. You are still responsible for *all* seasonal fees and late charges for the current season before removing any of your property from the camp.
 - iv) When the site is vacated, **do not** put pieces of your shed, deck, dock, etc. in the dumpsters.
 - v) A minimum fee of **\$200.00** will be charged for the cleaning of your vacated lot. You do have the option of cleaning the site up yourself.
13. Miscellaneous:
- A. Table Cloths: Please **remove** at the end of the season. Picnic tables are to be **propped up**.
 - B. Firearms and Fireworks: Firearms (including BB guns, Pellet Guns, Cross Bows, Sling Shots, and Paint Ball Guns) are **not allowed** in the camp. Fireworks of any kind are also **not allowed** in the camp.
 - C. Drones & Flying Objects (Quadcopters, Radio-Controlled Aircraft, etc.): Must be flown in accordance with state and federal laws. These must not disturb other guests. Please check with the office.
 - D. Campfires: Campfires are permitted, but must be **attended at all times**. Do not burn continuously and be courteous to your neighbors. We do not provide fire rings.
 - E. Quiet Hours: Campground quiet hours are from **11:00pm – 8:00am**.
 - F. Payment:

- i) Credit Cards: Credit Cards are **not accepted** for seasonal payment. You may use a personal check, debit card, or money order.
 - ii) Bad Checks: There is a **\$50.00** handling fee for returned checks. Your balance due plus the bad check fee is to be **paid by cash or money order**.
- G. Mail and Utility Bills: **Do not** have your mail or utility bills sent to the campground. Post office boxes are available upon request.
- H. End of Season (Storage):
- i) At the end of the season all watercrafts are to be out of the water.
 - ii) There cannot be boats, golf carts, etc. stored on your site for the off-season. They are your responsibility to take home or have stored with us in the appropriate places.
- I. Off Season: There will be **no fishing, hunting, or camping** during the off-season. You are permitted to check your camper only for a short time.
- J. Sale:
- i) When selling your trailer, boat, shed, etc. be sure to put **all pertinent information** on your advertisement. Management will not give out personal information except for in case of emergency or to law enforcement.
 - ii) Be sure to check with management for approval before sale.
 - iii) If you are selling a **park model** or an **RV** that is **older than 10 years**, it cannot remain in the park unless granted approval by management.
 - iv) Sale when Camp is Open: When selling your RV when the camp is open, the new owner can **finish out the current season with management approval**. However, they will not have any seniority. At the end of the season, the trailer and all personal property has to be removed from the camp.
 - v) Sale when Camp is Closed: When selling your RV when the camp is closed, the trailer and all your personal property will have to be removed **2 weeks** before the camp opening for the following season.
- K. *These rules may be edited from season to season as management deems necessary to stay in compliance with state and local laws.*
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WAFFLE FARM CONTRACT

Seasonal Campsite Contract 2019

SITE#: _____

Change: _____ Name: _____ Old Site #: _____

Home Phone #: (____) ____ - _____ Cell Phone #: (____) ____ - _____ Seniority: ____ / ____ / ____

THIS BOX FOR OFFICE USE ONLY - DO NOT FILL IN

SEASONAL CONTRACT MUST BE SIGNED, DATED, & RETURNED BEFORE FEBRUARY 19th, 2019

PLEASE FILL OUT THE FOLLOWING INFORMATION:

YOUR STREET ADDRESS MUST ALSO BE **INCLUDED** EVEN IF YOU HAVE A P.O. BOX.

Are you returning this season? [] Yes [] No

IF NO – You must return this signed contract with **NO** checked **before February 19th, 2019** to receive your deposit refund minus a \$25.00 handling fee. **After February 19th, 2019 there will be no refund.**

IF YES – This contract is to be completed, signed, dated, and returned **before February 19th, 2019**.

(Note – If we have not received this contract by February 19th, 2019, we will assume that you are not returning.)

PLEASE PRINT

1. **Name:** _____ **Spouse:** _____

2. **Contact Information:** Address: _____

City: _____ State: _____ Zip: _____

Home Phone #: (____) ____ - _____ Cell Phone #: (____) ____ - _____

Cell Phone #: (____) ____ - _____

E-mail: _____ E-mail: _____

Would you like to be included in our e-mail newsletter? _____

3. **Emergency Contact Information:**

Name: _____

Relationship (other than spouse): _____

Emergency Contact Phone #: (____) ____ - _____

4. **Vehicle Information:**

Make of vehicle: _____ Year: _____ License Plate: _____

Make of vehicle: _____ Year: _____ License Plate: _____

Make of vehicle: _____ Year: _____ License Plate: _____

Make of vehicle: _____ Year: _____ License Plate: _____

5. **Watercraft Information:**

i) **Make of Watercraft:** _____ Year: _____

Registration #: _____ Length: _____ Ft.

Type of Watercraft: _____

Make of Motor: _____ Horse Power: _____

ii) **Make of Watercraft:** _____ Year: _____

Registration #: _____ Length: _____ Ft.

Type of Watercraft: _____

Make of Motor: _____ Horse Power: _____

iii) **If you are interested in storing your boat for the winter (either inside or outside), please fill out the included Boat Storage Form.**

6. **Camping Unit Information:**

7. Year: _____ Make: _____ Length: _____ Ft.

8. **RV/Trailer Insurance Information:**

Company Name: _____ Policy #: _____

Agent Name: _____ Agent Phone #: (____) ____ - _____

9. **Your Site #:** _____ (Correction #: _____)

10. **2019 Deposit Paid:** \$ _____ **2019 Rate:** \$ _____ **Remaining Amount Due for 2019:** \$ _____

11. **Seniority:** ____/____/____ (Correction: ____/____/____)

12. **IMPORTANT! Site Change:** [] **Yes** [] **No** (If no, you will not be considered for a site change.)

If yes, indicate what sites) Season Camp: #1 _____ #2 _____ #3 _____ Main Camp: #1 _____

#2 _____ #3 _____

Seasonal Camping Contract

1. I have read, understand and agree to all terms and conditions of this seasonal contract, new information for the 2017 sheet and, if applicable, the Golf Cart / LSV Rules.
2. I acknowledge that Waffle Farm Campground has the absolute right to terminate this contract and remove my property from the site if I breach any term of this contract, including non-payment of the fees, violation of any of the rules and regulations, and any actions which are detrimental to the proper management and operation of the campground.
3. I understand and agree that, in consideration of my camping privileges, I hereby release the campground, management, and employees of all liability for the loss or damage to the property of myself, users of my site, and my guests and visitors, and for any injury to myself, users of my site, and my guests and visitors while on the campground premises; furthermore, I agree to indemnify and hold harmless the campground, management, and employees against claims resulting from the loss or damage to property or injury to the person of myself, users of my site, and my guests and visitors while on the

campground premises, provided that the loss, damage or injury is not caused solely by the negligence or intentional acts of Waffle Farm Campground, management, and employees.

4. If the campground is required to start legal proceedings to enforce or recover from the breach of any term or condition of this seasonal contract, I agree that I will be liable for all costs incurred by the campground, including actual attorney fees.
5. I understand as a seasonal camper it is my responsibility to inform users of my site and my guests of the campground's policies, rules, and regulations, and that I will be held accountable and liable for any action arising from my camping party visitors.
6. This Seasonal Contract, and any attachments or documents referenced, contains the entire agreement, and all other understandings, statements, and promises and merged herein. This Seasonal Contract is severable; if any part is deemed invalid or unenforceable, all remaining parts will remain in full force and effect. The laws of the State of Michigan govern this agreement. It is agreed that any litigation will be heard in the courts of Branch County, Michigan.

Sign Here: _____ / _____

Date: ____ / ____ / ____

****This section for office use only****

| | | | |
|-----------------------------------|-----------------------|--------------------------|----------------------|
| Name: _____ | Site #: _____ | | Due: \$ _____ |
| Seasonal Rate: \$ _____ | \$ _____ | Date: ____ / ____ / ____ | CH#: _____ \$ _____ |
| 2019 END OF SEASON DEPOSIT | \$ _____ | CL: _____ | Due: \$ _____ |
| (Payment) Due | \$ _____ | Date: ____ / ____ / ____ | CH#: _____ \$ _____ |
| Date: ____ / ____ / ____ | Early Discount | CL: _____ | Due: \$ _____ |
| | Due: \$ _____ | Date: ____ / ____ / ____ | CH#: _____ \$ _____ |
| Date: ____ / ____ / ____ | CH#: _____ | CL: _____ | Due: \$ _____ |
| CL: _____ | Due: \$ _____ | Date: ____ / ____ / ____ | CH#: _____ \$ _____ |
| Date: ____ / ____ / ____ | CH#: _____ | CL: _____ | Due: \$ _____ |
| CL: _____ | Due: \$ _____ | Date: ____ / ____ / ____ | CH#: _____ \$ _____ |
| Date: ____ / ____ / ____ | CH#: _____ | CL: _____ | Due: \$ _____ |
| CL: _____ | Due: \$ _____ | Date: ____ / ____ / ____ | CH#: _____ \$ _____ |
| | | CL: _____ | Due: \$ _____ |

NOT RETURNING FOR SEASON OF 2020

X _____

Date: ____ / ____ / ____