

Admission Agreement Buddy's River Resort 2022

This Admission Agreement for 2022 (the "Agreement") season, made and entered into between **Buddy's River Resort** ("The Campground") and the individuals identified on Page 1 ("The Campers"), jointly and severally, enter into the following agreement which allows the Campers and a Unit to Occupy a Campsite. The individuals identified on page 1 understand that by signing this Agreement their admission to the Campground may be terminated by the Campground, at any time in the sole discretion of the Campground. If terminated, the Campers agree to leave without judicial process. The persons signing Page 1 of the Agreement promise that they, their minor children and Guests will follow this Agreement and the Rules.

Defined Terms. The Capitalized words are defined terms which apply throughout this Agreement.

Agreement: This Campground Agreement is between the undersigned person and the Campground.

Not A Lease. This Agreement is a contract which is binding on both the Campground and the Camper to Occupy a Campsite and is not a lease of real estate or residence. This Agreement is for legal purposes, permission to use the property of the Campground on the conditions which are stated in this Agreement.

No Assignment: This Agreement is not assignable or transferable.

Camper: The person who signs this Agreement and the other persons who are named in the Agreement.

Guest/Visitor: A person other than a Camper authorized to Occupy a Campsite.

Camping Unit/Unit: The recreational vehicle/trailer which is placed on a Campsite for use by a Camper and Guests, together with associated decks or porches placed on the Campsite.

Campground: The Buddy's River Resort Campground.

Campsite: The area of land identified by the Campground which the Camper Occupies during the Period.

Fees: All fees are **Non-refundable/Non-transferable**

Admission Fee

Campers shall pay, in full, a non-refundable "Admission Fee" in the amount stated on page 1. In addition to any and all remedies available to the Campground under this Agreement and/or pursuant to the applicable law, the campground shall have the right to take the following actions and collect or recover damages as follows:

i) Assess the Camper a late fee of \$50.00 on the 5th day from the Due Date if any portion of the Admission Fee remains unpaid and on the 10th day from the Due Date, if any portion of the Admission Fee remains unpaid, this Agreement will automatically terminate, and camper shall forfeit any deposit. Collect from Camper any and all costs or fees incurred by campground associated with collecting any or all costs, Additional Late Fee and Termination Fee due under this Agreement; and Collect from Camper any and all attorney's fees, as allowed by law, incurred by the campground associated with collecting any or all of the Late Fee, Additional Late Fee and Termination Fee due under this Agreement.

Deposit. The Camper will pay a \$200 deposit per site. Deposits are not applied to the fee & may be applied to a future agreement **or** refunded less any damages or outstanding monies owed no later than 60 days upon termination.

Fee Increase Campground agrees to supply Camper with written or electronic notification of any Fee increase at least 15 days prior to my next payment due. Fee's may be adjusted at any time at the sole discretion of The Campground.

Early Termination: Revocation by the Campground of a Camper's permission to Occupy a Campsite.

Notice: Informing the Camper, Guest, a Visitor, or the Campground, of something. Notice may be oral, written, or email. Notice to the Campground may be given only through the Campground manager.

Limitations on Campground Liability. Under Wis. Stats. sec. 895.519 The Campground is not liable for the inherent risks of camping, the actions or omissions of others.

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Period: This Contract runs from the earliest of: Oct 15,2021 to the Expiration Date, the earliest of: October 15 ,2022; or, the date stated on the contract; or the date of Early Termination or the date of removal in the case of Early Termination. Campground does hereby allow Camper Admission to Site during the term referenced on Page 1 for no more than a 6-month continuous time period between April 15,2022 and October 15,2022. Upon expiration or termination of this Agreement, Camper shall remove any and all of its personal property from the Campsite and quietly and peacefully return site to as good a condition as it was upon commencement, ordinary wear and tear expected. If Camper fails to do so, Campground 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. Campground shall not be liable for any damage incurred in moving said personal property and camping unit, nor for the safekeeping of same.

Holdover: If Camper remains in possession of the Campsite after the expiration or termination of this Agreement with the written consent of Campground but without executing a new agreement, Camper shall be deemed a month-to-month camper. The Camper is responsible for and agrees to pay the then existing Monthly Admission Fee per month, in advance. Camper shall pay Campground's damages arising from Camper's failure to vacate the Campsite, and in the absence of proof of greater damages, Campground's damages shall be deemed to be twice the amount of the Monthly Fee, apportioned on a daily basis or management can remove the camping unit and personal property. This provision does not waive any other right of the campground under this Agreement, at law or in equity.

Notice of Non-Renewal: At least 60 days before the Agreement expires, Camper shall notify the Campground in writing if the Camper does not intend to renew this Agreement for the next camping year. Failure to notify the Campground, results in camper forfeit of the \$200.00 deposit, and the Campsite may be assigned to another Camper.

Camper Indemnification: If the actions or omissions of a Camper or a Guest cost the Campground money, Camper shall reimburse the Campground for the Campground's costs, attorney's fees and expenses.

Removal: The Campground may, for any reason in the Campground's sole discretion, require the Camper to leave the Campground, and remove the Unit. If the Agreement is terminated early, Camper has no right to a refund.

Services: The Campground provides the following services: Water supply (Water will be turned on and off according to the discretion of the resort), Shower and toilet facilities, Direct sewer connection/Septic tank pump out, Limited WIFI, Common area mowing and grounds maintenance. Camper Pays Electricity.

Camper's Obligations: Camper will Occupy the Campsite and Campground in safe, orderly, lawful, well-maintained, clean and respectful manner. Camper will perform all duties under this Agreement and see that all Campers and Guests do so. Camper shall maintain liability and hazard insurance coverage on their Unit and Campsite and all motor vehicles and golf carts operated on the Campground. Post January 30,2018, Only RVIA-Approved Recreation Vehicles approved by the Campground and less than 10 years old may be placed on the Campsite and/or at the discretion of the Campground. Camper acknowledges receipt of the Campground Rules, and agrees to follow the Rules, including any additional or revised Rules.

Sale of Camping Unit; /Assignment of Campsite

a. Any sale or early removal of Camping Unit from the Site, without prior consent of the Campground, will immediately VOID this Agreement, no refund or proration of the Fee will be made.

b. Any attempt by Camper to assign this Agreement or substitute another person as camper of the Campsite shall be null, void and of no effect, unless Camper first obtains the written consent of the Campground, which such consent shall be in the Campground's sole discretion.

c. Only upon prior consent of the Campground, and subject to the below requirements, may Camper advertise the Camping Unit "For Sale" at the Campsite; (i) said Camping Unit shall be listed "For Sale" at the Campground store/office; (ii) **One** "For Sale" signs **may** be posted in the Camping unit window but shall **not** be posted outside the Camping Unit; (iii) Camper may personally advertise sale of Unit.

Buddy's River Resort Rules and Requirements

Buddy's River Resort strives to provide a FUN family-oriented, quality camping experience. To ensure a great experience for everyone, we have set forth the following rules and requirements of all Campers.

THE CAMPGROUND The Campground is private property and is not open to the general public. All Seasonal Campers are welcome to use their site for the placement and use of an Approved Recreational Camping Unit as set forth on The Admission Agreement.

USE OF THE CAMPSITE

1. No Camper may access or use a campsite unless the Camper has insurance coverage in force which covers liability and property damage for the campsite, the Campers and their Guests, and also maintain in-force liability insurance for all motor vehicles and electric golf carts operated on The Campground.
2. Campers shall supply keys to their RV/Trailer, storage shed, and watercraft trailer to The Campground.
3. All Campers must clearly display their site number **on** the side of their unit that faces roadside. Numbers must be visible and not exceed 12 x 12 inches.
4. The Camper shall keep the RV leveled and all exterior surfaces, improvements, and campsite in good condition and well maintained, as deemed by Management. **NO ADDITIONS TO UNITS.**
5. Upon approval of The Campground, The Camper may place **1** storage shed on their site. Requirements: 8' x 8' or smaller, constructed of wood, vinyl, or "Rubbermaid-like" material and kept in good condition.
6. No household appliances may be located outside of the unit or in a shed.
7. All Camping units with the exception of temporary Travel Trailers are required to have skirting. Skirting must be vinyl/aluminum factory/manufactured skirting or pre-treated wood skirting painted to match and be compatible to the unit to which it is attached.
8. Campers shall keep their site mowed and weeded on a regular basis. The Campground may, *but shall have no obligation to*, perform the required maintenance/mowing and The Camper may be subject to a \$25 fee.
9. Landscape waste should be disposed of at designated area deemed by The Campground or removed from Campground. Burning of leaves is not allowed on roads and/or outside of firepits.
10. Campers shall keep their site free of litter and debris. Garbage/ garbage receptacles may **not** be kept outside of a unit. Dumpsters are for **HOUSEHOLD GARBAGE ONLY!** No other items; furniture, appliances/fixtures, chemicals, etc. may be placed in dumpsters or burn pile. Violators will be assessed a \$50 charge per incident.
11. Campers may pressure wash their unit outside of quiet hours: Sunday 12 pm -Friday 4pm. Pressure washing on weekends is strongly discouraged and requires approval from management.
12. The Camper may, at their own expense, construct a deck upon a campsite. The design, dimensions, and building materials must be approved by management prior to building. All decks may not exceed the length of unit without the consent of The Campground.
13. Fires may be built in **designated and enclosed areas only**. No "temporary fireplaces" may be used. Fires shall be completely extinguished before going to bed at night or leaving site.
14. All firewood brought into The Campground must be within 15 miles of The Campground. Firewood must be stacked neatly on the side of the camping unit not to exceed 4' x 4'.

Buddy's River Resort Rules and Requirements

USE OF THE CAMPSITE (CONT.)

15. Lawn furniture in good condition as deemed by Management, a single grill, and planters may be placed outside of a camping unit on Campers site. All other personal property should not be "stored" in or around your camping unit with the exception of items approved by management.
16. Hanging of any "signage" by the Camper may not be placed **outside** of the Campers site. Please use your best judgement when displaying signs, final approval will be at the discretion of The Campground.
17. In an effort to keep neighboring wildlife/critters away from Campers Sites, The Campground allows 1 bird feeder and/or 1 bird house (exception: hummingbird feeders) per Campsite.
18. No cutting or transplanting of trees without the prior approval of The Campground. Any and all landscaping improvements become property of The Campground. The Campground will not incur the cost of any tree cutting expense unless the tree visually poses a danger. The professional advice of an Arborist if necessary, will confirm that the tree should be removed.
19. Management has the right to enter onto a site without prior consent to inspect and or maintain the site. If necessary, the Campground may give Camper notice of deficiency and appropriate amount of time to remedy. If the Camper fails to do so, the Campground may perform the required maintenance. Camper is liable for the full cost of any maintenance performed by the Campground plus a minimum fee of \$50.
20. All Seasonal Campers are responsible for having an individual meter and maintaining an account in good standing with Alliant Energy (1-800-255-4268) at their designated Campsite.
21. All gray or discharge water from the unit's plumbing fixtures shall be drained into a holding tank or a direct sewer system. Violators will be subject to heavy fines and penalties by the State of Wisconsin DPH.
22. The State of Wisconsin requires a Back-Flow Preventer on all water spigots. The Campgrounds provides 1 per site. If missing, the Campground will replace it at a cost of \$50 per incident, at the Camper's expense.

WATERCRAFT / TRAILERS

23. All Approved watercraft/trailers must have current registration, be operable and display an authorized watercraft pass at all times. Seasonal Campers may store **1** motorized watercraft at an area designated by The Campground, additional watercraft storage is subject to availability and additional fees.
24. **All watercraft MUST be stored at areas designated by the Campground!** Watercraft may only be stored at the Campers site and/or for a limited time with PRIOR permission from the Campground. Non-motorized watercraft should be stored discretely at Campers site, if site allows.
25. Storage, utility, and/or boat trailers not in use May Not be stored at/around your site or at any area in The Campground.

VEHICLES

26. All Campers will be given 2 car passes and must be displayed on the vehicle at all times while in The Campground. Car passes are non-transferable.
27. All vehicles shall be in working order, currently registered and used daily. The maximum number of vehicles per site is 2, **if** there are 2 parking stalls on the site. There may be designated overflow parking for Campers and their Guests. **NO REPAIRS TO OR WASHING OF CARS** shall be made in the Campground.

Buddy's River Resort Rules and Requirements

VEHICLES(CONT.)

28. Mini-bikes, ATV's, UTV's, etc. may not be stored or used on The Campground. This vehicle type may only be placed at the Campers site for a limited time with The PRIOR permission.

GOLF CARTS

29. All golf carts must be electric, in working order, and have the owner's site number clearly posted on front and back of cart. No golf carts without a headlight may be operated after sunset. If a golf cart has a headlight, it may be operated until 11 pm.
30. The minimum age to operate a golf cart on The Campground is 16. *Exceptions are The Campground employees.*
31. Use of a golf cart on The Campground is a privilege. Reckless driving of a golf cart is prohibited and will be grounds for removal of golf cart from The Campground. The speed limit for golf carts is 5 mph.

GUESTS (A person other than a camper authorized to occupy a campsite or someone visiting you while you are here).

32. If a Guest sets up their own camping unit on the Campers site with Management approval, there is a \$25/night fee paid to The Campground. Approval is at the discretion of The Campground.
33. The Camper must be present at The Campground while their Guests are visiting. The Camper is responsible for the conduct of their guests and shall be personally liable for any injuries or property damage arising from the actions of such guests.
34. Guests may not bring animals into The Campground without the prior approval of The Campground.
35. The Camper will not have more than 2 Guests/Visitors for more than 72 hours consecutively, unless the Campground approves and for no more than two weeks.
36. All Seasonal Campers will receive 2 Revolving car passes for their guests. The Camper is responsible to distribute & collect the pass from their guest after each use. All Guest vehicles **must** display a Guest Pass.

CONDUCT ON THE CAMPGROUND

37. Safety is our highest priority of the Campground. Please stay out of areas from which access is prohibited. Follow all posted instructions at Campground facilities and throughout The Campground. Any conduct endangering the safety of a Campground Guest will not be tolerated.
38. **NO FIREWORKS OF ANY KIND ARE TO BE IGNITED ANYWHERE ON THE CAMPGROUND!**
39. Do not "cut thru" other campsites by walking or with golf carts, bikes, cars etc.
40. The Campground expects all Campers to respect others' need for quiet between 11 pm and 8 am, Audio sources, and campers' voices shall not be audible at the edge of the camping unit. and not infringe upon the quiet enjoyment of neighbors. Habitual Violators of the Noise rule may be subject to termination of the Agreement.
41. Campers and Guests shall not engage in any illegal activity or behavior on The Campground.
42. The possession or use of any Firearms (including but not limited to: concealed carry, air, BB, paintball, potato guns) or bow and arrow is strictly prohibited.
43. The Campground does not provide a lifeguard. All Campers and Guests who use the beach and the water do so at their own risk. The Wisconsin River is known to have features which are very dangerous.

Buddy's River Resort Rules and Requirements

CONDUCT ON THE CAMPGROUND (CONT.)

44. **Minors: Curfew;** Minors are to be at their site or in the presence of their parent/guardian between 10 pm and 8 am. Parents/guardians are responsible for the conduct, whereabouts, actions, and safety of their children at all times. Any child < 13 must be accompanied by an adult while in the beach area.
45. Every Campground employee has the authority to direct Campers and Guests to follow these regulations and other posted guidelines. The Campground reserves the right to restrict Campers to their unit to address unacceptable behavior, or to remove them from the Campground without notice.

PETS

46. The Campground allows only domestic dogs, cats, and caged birds. No more than a total of **2** approved animals named by The Camper in The Admission Agreement are permitted, and at the discretion of The Campground. Restricted breeds: Rottweiler, German Shepard, and Pit Bull. The Campground reserves the right to remove any animal at any time at the sole discretion of The Campground.
47. All pets must be kept leashed at all times outside of the Camping unit. All pets must be kept inside the camping unit when the Camper is not present and may not be left unattended for more than 6 hours
48. The Camper is strictly responsible for controlling/cleaning up after their animals. Animal waste shall be immediately bagged and disposed of.

TERMINATION OF CAMPING RELATIONSHIP

49. The Campground reserves the right to terminate Seasonal Admission Agreement and remove a Camper at any time for any reason determined by The Campground to be in the best interests of The Campground.
50. Upon expiration of the Agreement, if the Camper does not renew the Camping Agreement, the Camper shall remove the unit, sheds and all other personal property by (a) 10 days after expiration of agreement (b) No later than October 25th,2022.
51. If a Camper wants to sell their RV/Camping Unit, the Campground must give permission to sell the RV/Camping Unit on site. The Campground will not allow the RV/Camping Unit to remain on site unless
a) The camping unit is approved to remain on the Campground
b) The buyer is approved by The Campground
c) The buyer enters into a New Admission Agreement with the Campground.
52. All Admission Fees and Admission Agreements are Non-Transferable.

By signing page one (1) of the Seasonal Admission Agreement, I agree to the above terms and conditions for myself, my immediate family and my property.