



2023 Seasonal Camping Agreement

(Last updated: September 22, 2022)



2023 Seasonal Camping Agreement

1. CONTRACT – GENERAL TERMS

- A. This agreement is called the CONTRACT. All words which are typed in CAPITAL LETTERS are defined in the CONTRACT.
- B. Upon the payment of FEES and execution of this CONTRACT by both parties, the persons named herein as the CAMPERS are granted the privilege of LODGING for a SEASON at the CAMPGROUND on a CAMPSITE, until and unless the CAMPER is subject to REMOVAL.
- C. The CONTRACT incorporates the CAMPGROUND RULES, policies and any other documents issued by the CAMPGROUND to the CAMPER at any time during the term of the CONTRACT.
- D. The CAMPGROUND may elect to allow persons who are not CAMPERS to LODGE on a day-to-day basis as GUESTS under the conditions of this CONTRACT.
- E. The CAMPERS acknowledge the INHERENT RISKS of camping at the CAMPGROUND and agree that the liability of the CAMPGROUND is limited as stated in this CONTRACT.
- F. Upon expiration of the CONTRACT or REMOVAL of the CAMPER, the CAMPING UNIT shall be removed as stated in this CONTRACT or may be removed by the CAMPGROUND at the expense of the CAMPER.
- G. This CONTRACT may not be assigned to others. The CAMPER may not list the CAMPING UNIT or CAMPSITE on a sharing site such as RVshare, Outdoorsy, AirBnB, VRBO, or any other service or advertising forum. Listing a CAMPSITE or CAMPING UNIT on a sharing site, or sale of the Unit by the Camper constitutes a voluntary termination of this Agreement.
- H. The term of this CONTRACT is the SEASON.
- I. Any disputes concerning this CONTRACT are subject to ARBITRATION.

2. CAMPGROUND

- A. As used in this CONTRACT, the term CAMPGROUND means the premises of *Mehring Hospitality Group, LLC dba Pineland Camping Park*, located at 916 STATE ROAD 13, BIG FLATS, WI 54613. The CAMPGROUND is a limited liability company. The CAMPGROUND includes the amenities and common areas of the CAMPGROUND.
- B. CAMPGROUND'S Obligations: the CAMPGROUND will provide a campsite and common areas. Campground will do its best to see that the services and amenities we offer are provided. Campground makes no representations, warranties, or guarantees, and no promises other than those stated in this Agreement.

3. CAMPERS

- A. The persons named below, and their dependent immediate family members, as defined below, and no one else, are allowed to lodge on the CAMPGROUND as part of this CONTRACT. These individuals are referred to in this CONTRACT as the CAMPERS. CAMPERS included in this agreement must be immediate family members. Immediate family



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is defined as parent/parents and their legal dependents that reside with them year-round when not at the CAMPGROUND. All other occupants, no matter relation to the CAMPERS, must register as a visitor or overnight GUEST. If space for more than four(4) dependents is required, please complete Addendum G: Supplemental Dependent Form to add additional dependents.

CAMPER 1: _____ CAMPER 2: _____

DEPENDENTS:

Name: _____ Age: _____ Relation: _____

Name: _____ Age: _____ Relation: _____

Name: _____ Age: _____ Relation: _____

Name: _____ Age: _____ Relation: _____

Check box if dependent information provided on current Seasonal Camping Application is accurate and up-to-date and no further information or changes are needed above.

- B. Animals. The CAMPGROUND allows CAMPERS to bring two (2) pets—either dogs or cats—owned by the CAMPER. One (1) additional pet is allowed with a \$150.00 non-refundable fee. Before bringing the dog or cat, CAMPER shall execute a Pet Agreement & Waiver.
1. Any unauthorized animal or animal causing damage or injury will be ejected immediately.
2. Animals shall be kept inside the CAMPING UNIT or on a leash. There are NO EXCEPTIONS to this RULE. Any animal found unleashed outside a CAMPING UNIT will be ejected without any warning.
3. Pets are not allowed in the pool, pool area, mini golf course, Funland, the camp store, arcade, Petey’s Pub or Petey’s Pavilion, except for trained service animals.
4. Service Animals are trained animals which work to provide a disabled person with specific assistance. Service Animals are welcome at the CAMPGROUND and in the above-mentioned prohibited areas. The CAMPGROUND is not required to and does not accept “emotional support animals” or “comfort animals.” Service Animals will not be charged any fees. However, the owner of a Service Animal is liable for all damage caused by a Service Animal.
C. CAMPERS’ Obligations. In addition to the policies set out in the Agreement, CAMPERS agree to the following obligations:
a. CAMPER will occupy the CAMPSITE in a safe, orderly, lawful, clean, cooperative, and respectful manner.
b. CAMPER will perform all duties under this Agreement and see that all CAMPER’S GUESTS do so.
c. Camper shall maintain liability and hazard insurance coverage on their CAMPING



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- UNIT, all personal property including but not limited to all motor vehicles and golf carts, ATVs/UTVs operated on the CAMPGROUND. CAMPER shall give CAMPGROUND a copy of all insurance policies' declarations pages. It is the CAMPER'S responsibility to immediately provide updated copies of declaration pages to the CAMPGROUND.
- d. CAMPERS and GUESTS shall abide by all directions of CAMPGROUND staff and shall obey all signs and signals on the CAMPGROUND.
 - e. The CAMPER will not have GUESTS or visitor unless the GUESTS and VEHICLES are registered and approved by the CAMPGROUND. GUESTS may not stay more than seven (7) consecutive days without permission. No GUESTS may be present in the CAMPING UNIT without CAMPERS present.
 - f. CAMPERS may place up to one (1) tent per CAMPSITE if space allows. Tents may NOT be secured with ground stakes of any kind. Tents used for overnight stays will require a permit at a rate of \$10.00 per night. Overnight GUESTS must also register themselves and their vehicles and pay appropriate fees.
 - g. The CAMPER acknowledges receipt of the Campground Rules and Regulations. Camper agrees to follow the Rules and Regulations, including any additional or revised Rules and Regulations or policies and is fully responsible for all of their GUESTS within the CAMPGROUND.
 - h. The CAMPER agrees not to install or place any objects that require ground stakes.
 - i. The CAMPER agrees not to install or place any permanent object on the CAMPSITE including but not limited to fire pits, sheds, and decks without written permission of the CAMPGROUND.
 - j. "For Sale" or "For Free" signs, or signs with similar intent, are not allowed anywhere on the CAMPGROUND property.
 - k. CAMPER shall pay CAMPGROUND for personal property tax assessed by the county on porches, decks, sheds, etc.
 - l. The use of vehicles of all kinds on the CAMPGROUND must be consistent with CAMPGROUND rules and policies and is subject to revocation, suspension, or restriction at any time in the sole discretion of the CAMPGROUND, including possible early termination of this CONTRACT.
 - m. It is the CAMPER'S responsibility to immediately notify the CAMPGROUND in writing of any changes to CAMPER'S identifying information, including email addresses, mailing addresses and phone numbers.
 - n. All invoiced items and services are due within 10 days or may be assessed a late fee of \$25.00.
 - o. CAMPGROUND is not responsible for the condition of underground holding tanks on Extended Stay Sites ("B-Sites"). Should these tanks fail, CAMPGROUND may not



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repair them and it is the CAMPER'S responsibility to lease/purchase a 300-gallon external transfer tank from the CAMPGROUND.

- p. CAMPER must have a valid, monitored email address on file for correspondence or a \$3.00 fee will be assessed for each invoice or correspondence delivered by US Postal mail. CAMPGROUND is not responsible for undelivered emails, bounced emails or emails delivered to a "Junk" mailbox or to an unmonitored email account.
- q. If tree removal is necessary and CAMPGROUND is unable to access the area safely, CAMPER is responsible for moving of the CAMPING UNIT or other personal property. CAMPER may also choose to hire a licensed, bonded, and insured tree removal service approved by CAMPGROUND.
- r. CAMPERS are required to provide a duplicate key for their CAMPING UNIT with the CAMPGROUND office during the OPEN season and, if the CONTRACT is renewed for the following season, while the CAMPGROUND is CLOSED.
- s. CAMPER is responsible for their site condition including lawn maintenance and keeping the CAMPSITE clean and tidy at all times when CAMPGROUND is OPEN. This includes the CAMPING UNIT and all personal property.

4. LODGING

- A. The CAMPERS' privilege of occupancy is known as LODGING. The CAMPGROUND is a place of transient recreational lodging. The CAMPGROUND is not a residence or leasehold of any kind. This CONTRACT provides the CAMPERS with the right to be physically present on the CAMPGROUND for the specific purposes authorized in the CONTRACT. The privilege is a license to be present on the CAMPGROUND at the pleasure of the CAMPGROUND and is not a lease. Under no circumstances may any person lodge at the CAMPGROUND for more than eight out of the previous 12 months.
- B. All CAMPERS agree to enjoy their LODGING in an orderly, respectful, peaceful, civil manner which is respectful of the interests of other CAMPERS and GUESTS, and which complies with the RULES of the CAMPGROUND.
- C. All CAMPERS and GUESTS acknowledge the CAMPGROUND may demand and cause REMOVAL of any CAMPER or GUEST for violation of the CAMPGROUND'S rules or standards, at any time. The CAMPGROUND will attempt to counsel CAMPERS who violate rules or standards. The CAMPGROUND, however, may direct a CAMPER to leave the CAMPGROUND without notice or prior warning, when the CAMPGROUND concludes that it is necessary for preservation of peace, order, or safety of the CAMPGROUND.
- D. LODGING includes the CAMPERS' use of the CAMPSITE, placement of the CAMPING UNIT and use of AMENITIES according to the terms of this CONTRACT.
- E. CAMPERS are aware that:
 - 1. This CONTRACT is not a lease.



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2. CAMPERS or GUESTS are not tenants.
3. The CAMPGROUND is not a landlord.
4. By signing this CONTRACT, each CAMPER or GUEST agrees they are subject to immediate REMOVAL from the CAMPGROUND without any judicial process such as eviction at the direction of the CAMPGROUND.
5. CAMPERS or GUESTS have no right to renewal of this CONTRACT, nor any right to occupy the CAMPSITE, except at the pleasure of the CAMPGROUND.

5. SEASON

- A. The CAMPGROUND has the following schedule for the regular season for Seasonal CAMPERS for 2023 and winter storage.
 1. Renewal Application Due September 1, 2022
 2. Seasonal Camping Agreement & Security Deposit DueOctober 1, 2022
 3. Last Day of Regular SeasonOctober 9, 2022
 4. Deadline for RemovalOctober 9, 2022
 5. Campground CLOSED..... Oct 10, 2022-Apr 14, 2023
 6. SHUT DOWN ACCESS..... October 10-16, 2022
 7. SET-UP ACCESS..... April 7-13, 2023
 8. Campground OPEN April 14 – October 8, 2023
 9. CONTRACT Expiration.....October 8, 2023
- B. When the CAMPGROUND is CLOSED, no one may access the CAMPGROUND except as provided in this paragraph. A RETURNING CAMPER (one who has signed a Seasonal Lodging Agreement for the following SEASON, paid all required payments and been approved to return by the CAMPGROUND) may store the CAMPING UNIT on the CAMPSITE during the CLOSED season. RETURNING CAMPERS may access the CAMPGROUND when it is CLOSED only with advance permission from the CAMPGROUND from 8:30 AM to 4:30 PM. No overnight stays allowed while the CAMPGROUND is CLOSED with the exception of CAMPERS who pay for the EXTENDED SEASON option or CAMPERS on Extended Season sites.
- C. SET-UP ACCESS means RETURNING CAMPERS and authorized CONTRACTORS may access the CAMPGROUND between 8:30 AM and 4:30 PM, or as scheduled, for the purpose of preparing the CAMPSITE for occupancy during the following SEASON. No overnight stays allowed.
- D. SHUT DOWN ACCESS means CAMPERS and authorized CONTRACTORS may have access to the CAMPGROUND between 8:30 AM and 4:30 PM, for the purpose of preparing the CAMPSITE for winter storage or to remove the CAMPING UNIT. No overnight stays allowed.
- E. OPEN means the CAMPGROUND will be available for CAMPERS to enjoy the



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CAMPGROUND'S LODGING.

- F. EXTENDED SEASON offers limited access to the CAMPGROUND from CLOSE to the end of November. Water to non-Extended Season Sites will be turned off after CLOSE and no pump-outs will be offered. Public bathroom, shower and laundry facilities will remain open as weather permits. No guaranteed date for public amenities or refunds will be provided.
- G. The DEADLINE FOR RENEWAL for 2023 is October 1, 2022, CAMPERS must sign and deliver the 2023 Seasonal Camping Agreement to the CAMPGROUND and pay FEES that are due. The CAMPGROUND may make the CAMPSITE available to other CAMPERS if the 2023 Agreement and FEES are not received by this date.
- H. Agreement termination must be received in writing prior to the renewal application deadline or CAMPERS will forfeit their security deposit. CAMPERS that remove their CAMPING UNIT and personal property prior with the intention of not renewing for the 2024 season without providing written notice of termination will forfeit their security deposit.
- I. DEADLINE FOR REMOVAL: October 8, 2023. If a CAMPER does not renew for 2024, or the CAMPGROUND declines to renew, the CAMPING UNIT must be relocated by this date and the CAMPSITE must be completely cleared of personal property.

6. CAMPSITE

- A. The CAMPERS may have LODGING on **Site Number** . The CAMPERS shall have exclusive LODGING on the CAMPSITE for the purposes allowed by this CONTRACT.
- B. CAMPERS have had the opportunity to inspect the CAMPSITE and accept its condition.
- C. The CAMPSITE includes:
 - 1. An electrical connection which provides domestic electricity not to exceed 50 amps. All sites will have a minimum of 30 amps.
 - 2. A water supply line which is connected to a private water well.
 - 3. A connection to a private on-site wastewater treatment system or service to empty a transfer tank on the CAMPING UNIT which holds wastewater generated by the CAMPERS.
 - 4. A parking area which may be used for up to two VEHICLES of the CAMPERS or GUESTS as space allows.
 - 5. Space on which the CAMPERS may place one (1) storage shed, which must be constructed of vinyl or resin and may not be larger than 4 feet by 4 feet by 6 feet, without written permission.
 - 6. Space on which the CAMPERS may place a porch or patio whose design and construction is approved in writing by the CAMPGROUND before it is constructed.
 - 7. The right to place a table and reasonable number of chairs and umbrella on the CAMPSITE.
 - 8. A location, which shall be approved by the CAMPGROUND, on which the CAMPERS



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- may place a CAMPING UNIT.
9. A fire ring and picnic table may also be provided by the CAMPGROUND and subject to maintenance and upkeep by the CAMPER. These items if provided must be returned to the CAMPGROUND in good working order or the CAMPER may be charged for damages or replacement of the items.
 10. No other objects of any kind may be placed on the CAMPSITE without permission in advance from the CAMPGROUND. This includes trailers, boats, vehicles, or other equipment that is not in daily use by the CAMPERS.
 11. Long-term storage of trailers and boats is not allowed. Boats may remain on the CAMPSITE as space allows while in use by CAMPERS but must be removed when CAMPERS are not present at the CAMPGROUND.
- D. The CAMPGROUND retains the right to direct the CAMPERS to remove any article of personal property of any kind whatsoever if the CAMPGROUND in the sole discretion of the CAMPGROUND determines that the personal property is inconsistent with the best interests of the CAMPGROUND. The CAMPGROUND is not responsible for the damages or loss which may be sustained by a CAMPER by reason of having to remove any item of personal property.
 - E. CAMPERS shall keep the CAMPSITE free of litter or debris and shall maintain all personal property on the CAMPSITE. This includes keeping the CAMPING UNIT and personal property clean of mold, mildew, and dust.
 - F. CAMPERS may not perform any repairs, construction, landscaping, maintenance or other work on their CAMPSITE or CAMPING UNIT without prior written approval of the CAMPGROUND. Work which requires a Wisconsin contractors' license must be performed by a qualified trades person with a license. The CAMPGROUND reserves the right to refuse to approve any contractor.
 - G. Any landscaping or other improvements to the CAMPSITE made by CAMPERS shall remain at the CAMPSITE after the CAMPERS' REMOVAL and are the property of the CAMPGROUND.
 - H. No signs, banners or political signs may be posted on a CAMPSITE, except signs noting the birthday, wedding anniversary, graduation, retirement, or other life event of a CAMPER. Decorative signs of a tasteful nature are permitted. No signs viewable to the public may contain profanity or vulgar and offensive language.
 - I. The CAMPGROUND cannot warrant or guarantee that the CAMPSITE will not have flowing water or flooding. If the CAMPSITE is in the floodplain as defined by the CAMPGROUND, the CAMPER and not the CAMPGROUND is responsible for removing a CAMPING UNIT and personal property for any remediation after high water or the CAMPGROUND will have them removed at the expense of the CAMPER.



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7. CAMPING UNIT

- A. The CAMPERS may place on the CAMPSITE a single trailer, motorhome, pop-up trailer or other recreational vehicle which has been approved by the CAMPGROUND and which is specified in this CONTRACT. That trailer, motorhome, pop-up trailer or other recreational vehicle is known in this CONTRACT as the CAMPING UNIT.
- B. Only trailers, motorhomes pop-up trailers, park model RVs or other recreational vehicles which are less than 10 years old and have been certified by the Recreational Vehicle Industry of America may be placed on a CAMPSITE. The CAMPERS may not replace a CAMPING UNIT without approval by the CAMPGROUND.
- C. The CAMPERS may place the following CAMPING UNIT on the CAMPSITE:

Make/Model: _____ Year: _____ Vin: _____
 Secured Party / Lien Holder (if any): _____ Phone No.: _____
 Lien Holder Address: _____
 Title: State: ____ License Plate #: _____ Title No.: _____

Check box if CAMPING UNIT information provided on current Seasonal Camping Application is accurate and up-to-date and no further information or changes are needed.

- D. CAMPERS agree that the CAMPING UNIT above will be 15 years old in 20____. The CAMPGROUND does not allow any CAMPING UNIT to be more than 15 years old. CAMPER agrees that, in the event CAMPER has renewed this CONTRACT through 20____, the CAMPING UNIT will be subject to REMOVAL at the end of that season.
- E. Insurance is required on all CAMPING UNITS. Current insurance policy information is required to be on file with the CAMPGROUND. If policy information is changed, CAMPER is required to update the CAMPGROUND with the current information.

Insurance Company: _____ Policy No.: _____
 Agency/Agent’s Name: _____ Phone No.: _____

Check box if insurance information provided on current Seasonal Camping Application is accurate and up-to-date and no further information or changes are needed.

- F. Should a CAMPER wish to sell a CAMPING UNIT, a Camping Unit Sales Addendum must be completed. The CAMPER may not sell the CAMPING UNIT on the property of the CAMPGROUND unless the CAMPER has signed a separate contract with the CAMPGROUND which provides for the sale. Before signing any purchase agreement, the CAMPER shall obtain approval of the proposed purchaser from the CAMPGROUND. The CAMPGROUND reserves the right to refuse to approve the proposed purchaser of a CAMPING UNIT. If a CAMPER sells a CAMPING UNIT without obtaining approval of the buyer, this CONTRACT is terminated, and the CAMPING UNIT is subject to REMOVAL. If



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the CAMPGROUND approves the buyer, the buyer shall execute a CONTRACT in their own name paid in full prior to LODGING at the CAMPGROUND.

8. GUESTS

- A. The CAMPGROUND may permit persons other than the CAMPERS to lodge on the CAMPSITE as authorized GUESTS. The CAMPGROUND has the right to refuse to allow any person admission to the CAMPGROUND as a GUEST.
- B. GUESTS are subject to the CAMPGROUND RULES and the following additional restrictions and limitations:
 - 1. GUESTS may not remain on the CAMPGROUND for more than seven (7) continuous days or more than thirty-five (35) total days in a SEASON without the additional approval of the CAMPGROUND.
 - 2. There shall be no more than four GUESTS at a CAMPSITE on the same day. GUESTS and CAMPERS may not exceed the maximum occupancy limit or person or vehicles on a campsite at any given time.
 - 3. Any person who is not a CAMPER and is on the premises of the CAMPGROUND is a trespasser who will be removed unless that person is approved and registered by the CAMPGROUND office as a GUEST.
 - 4. GUESTS are responsible for their own conduct, behavior, and deportment, and shall abide by all provisions of this CONTRACT which apply to CAMPERS. CAMPERS are responsible for the conduct of their GUESTS at all times and for informing their GUESTS of all applicable rules.
 - 5. No GUESTS are permitted at a CAMPSITE unless there is an adult CAMPER present at the CAMPSITE. GUESTS may not be present at the CAMPGROUND without the CAMPER present.
- C. All GUESTS must register with the CAMPGROUND. The CAMPGROUND may refuse to admit any person as a GUEST for any reason in the sole discretion of the CAMPGROUND. Each GUEST must obtain a visitor pass or overnight pass for each GUEST and parking pass for each VEHICLE prior to entering non-public areas of the CAMPGROUND. Overnight GUESTS using a tent on a seasonal CAMPSITE must obtain a tent permit. If proper passes and permits are not obtained CAMPER will be charged double the normal rate plus a \$10.00 administrative fee.

9. VEHICLES

- A. The following are VEHICLES and are permitted to be operated on the CAMPGROUND by CAMPERS or GUESTS:
 - 1. Automobiles, pickup trucks, and vans with a curb weight of less than 9,000 pounds.
 - 2. Motorcycles legal for street use which are equipped with original equipment mufflers.



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- B. The following are not vehicles and are not-street legal but may be used in the CAMPGROUND and are subject to the RULES:
 - 1. Gas and electric golf carts, in good working order.
 - 2. Pedal-powered and electric bicycles.
 - 3. Scooters.
- C. No person may operate a VEHICLE unless that person has a valid driver's license issued by the State of Wisconsin, or, by a state or licensing authority recognized by Wisconsin, and has liability insurance in force covering the vehicle being operated.
- D. The speed limit for all VEHICLES and non-vehicles within the CAMPGROUND is 5MPH.
- E. CAMPER assumes all risk and liability while operating VEHICLES and non-vehicles at the CAMPGROUND.

10. RULES

- A. The CAMPERS acknowledge that each CAMPER has been given a copy of the RULES of the CAMPGROUND. The CAMPERS agree they will follow the RULES and the directions of CAMPGROUND staff. All these expectations are known in this CONTRACT as the RULES.
- B. CAMPERS agree that all persons should have the opportunity to LODGE at the CAMPGROUND regardless of their race, national origin, color, creed, religion, sexual orientation, or marital status. Discriminatory actions, harassment based on a person's status and sexual harassment are not tolerated by CAMPGROUND. Individuals engaging in discriminatory or harassing behavior will be subject to immediate REMOVAL.
- C. The CAMPERS agree to conform to and follow the RULES. In addition, the CAMPERS agree to use reasonable judgment, cooperative spirit, and positive attitudes to interact pleasantly and quietly with other CAMPERS, GUESTS and the CAMPGROUND staff.
- D. The CAMPERS wish to enjoy a peaceful, pleasant recreational experience, which depends on every CAMPER and GUEST following the RULES. In order to assure that the CAMPGROUND can maintain peace and order, each CAMPER agrees the CAMPGROUND has the right to direct any CAMPER to leave the CAMPGROUND, temporarily or permanently, for any lawful reason in the sole discretion of the CAMPGROUND.
- E. The CAMPERS agree to abide by changes in the RULES or new RULES as they are added or amended.

11. AMENITIES

- A. The CAMPGROUND offers certain common areas for the enjoyment of CAMPERS and GUESTS. These common areas and services are known as AMENITIES.
- B. CAMPER acknowledge that the CAMPGROUND may, in its discretion, make changes to the AMENITIES, the hours in which the AMENITIES operate, open or close AMENITIES.
- C. CAMPGROUND AMENITIES include:

- | | |
|---------------------------|-----------------------------------|
| 1. Swimming pool. | 7. Public Bathrooms. |
| 2. Picnic areas. | 8. Restaurant, Bar, and Pavilion. |
| 3. Coin-operated Laundry. | 9. Camp Store. |
| 4. Waste Disposal. | 10. Funland. |
| 5. Dumping Station. | 11. Playground. |
| 6. Coin-operated Showers. | 12. Arcade. |

12. REMOVAL

A. REMOVAL OF CAMPER OR GUEST.

1. Whenever a CAMPER or GUEST is directed to leave the CAMPGROUND, the CAMPER AND GUEST shall leave immediately and shall remain off the premises of the CAMPGROUND. The CAMPER may return to the CAMPGROUND only with advance permission of the CAMPGROUND and only for the purpose of removing the CAMPING UNIT and cleaning the CAMPSITE. A CAMPER or GUEST present on the CAMPGROUND after notice of REMOVAL is a trespasser.
2. Any CAMPER or GUEST who fails to leave the CAMPGROUND when ordered to do so shall be liable to the CAMPGROUND for liquidated damages of \$100 per day plus all costs and attorneys' fees incurred by the CAMPGROUND in removing the CAMPER or GUEST.

B. REMOVAL OF CAMPING UNITS AND PERSONAL PROPERTY

1. Upon the expiration of this CONTRACT, or when a CAMPER is notified that that CONTRACT has been terminated by the CAMPGROUND, the CAMPER shall arrange for REMOVAL of the CAMPING UNIT and all CAMPSITE property within seven (7) days of the expiration or termination date.
 - a. In case of early termination due to failure to adhere to the CONTRACT or the rules at the discretion of the owners, CAMPER agrees to leave the CAMPGROUND immediately and make arrangements to remove the CAMPING UNIT and all personal property from the CAMPSITE within five (5) business days of notice.
 - b. CAMPER grants CAMPGROUND a lien and security interest in the CAMPING UNIT and any personal property stored on the CAMPSITE. The lien and security interest shall secure payment of all fees, charges, liabilities, and costs owed to the CAMPGROUND and incurred by a CAMPER pursuant to this CONTRACT or otherwise.
2. This agreement terminates on the earlier of the expiration date of the CONTRACT or the date of termination in the case of early termination. If the CONTRACT is terminated early for any reason CAMPER has no right to a refund and agrees to pay all accumulated or assessed fees to the CAMPGROUND.
3. Landscaping—including flowerbeds, patios and firepit improvements—is considered



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- permanent and is not to be removed from a CAMPSITE without approval.
4. If a CAMPING UNIT is not removed as outlined above, or a CAMPSITE is not completely cleared of personal property, the CAMPGROUND may charge the CAMPER seventy-five dollars (\$75) per day for storage, up to thirty (30) days.
5. In the event that the CAMPER fails to remove the CAMPING UNIT or other personal property by the termination or expiration date, the CAMPGROUND shall give the CAMPER notice that the CAMPING UNIT will be considered abandoned after thirty (30) days and will dispose of the CAMPING UNIT in a commercially reasonable manner at the discretion of the CAMPGROUND.
C. CAMPER agrees that the presence of a CAMPER or a GUEST on the CAMPGROUND premises after the CAMPGROUND has given the CAMPER or GUEST notice of REMOVAL shall constitute irreparable harm to the CAMPGROUND for which money damages are inadequate.
D. There will be NO REFUNDS to CAMPERS or GUESTS who are subject to REMOVAL, or who leave the CAMPGROUND before the end of the SEASON.
E. The CAMPGROUND shall have a lien against the CAMPING UNIT which shall permit the CAMPGROUND to refuse to release the CAMPING UNIT until all fees or monies owed to the CAMPGROUND have been paid.

13. FEES

- A. CAMPERS shall pay the following charges and fees. All prices include sales tax and can be paid by cash or check, or by credit card with a 3.5% convenience fee.
1. Seasonal Lodging Fees.
a. Basic Sites (Water/Electric Sites) \$ 2,700.00
b. Premium Sites (Water/Electric/Sewer Sites): \$ 2,900.00
c. Extended Season Sites (B-Sites) \$ 3,200.00
2. Campsite Security Deposit. All Seasonal CAMPERS shall pay a \$500.00 one-time refundable security deposit with their signed CONTRACT by cash or check, or by credit card with a 3.5% convenience fee.
a. Campsite security deposits will roll over from year-to-year for CAMPERS that are approved to renew their CONTRACT. Said campsite security deposit shall be held by the CAMPGROUND for the prompt, full and faithful performance by the CAMPER of each and every provision of this CONTRACT.
b. The CAMPGROUND is not required to hold the security deposit in any special



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trust account but may commingle the campsite security deposits with other funds of the CAMPGROUND. No interest shall be paid to the CAMPER on the campsite security deposit.

c. The refundable security deposit shall be returned upon abiding by all provisions of this Seasonal Camping Agreement, rules and regulations. If the CAMPER fails to perform any of its obligations under this Agreement, CAMPGROUND may, but shall not be obligated to, apply part or all of the Campsite Security Deposit to cover:

- i. The Seasonal Admission Fee or any portion unpaid, and/or unpaid invoices
ii. Any sum expended by the CAMPGROUND on the CAMPER'S behalf in accordance with he provisions of this CONTRACT, or
iii. Failure to notify CAMPGROUND management in writing 90 days prior to departure.

If the security deposit is used for any of the above purposes, it must be replenished by the CAMPER within 15 days of being notified or there shall be a LATE CHARGE as outlined below.

- 3. Electricity. Electricity for Basic and Premium Sites is metered. Meters will be read regularly and billed by the CAMPGROUND based on current electric rates plus a monthly meter charge of \$5.00. Unpaid electric invoices after 10 days may be subject to a late fee, disconnection, and re-connection fee of \$25.00. Electricity for Extended Season Sites will be billed directly by the electric company.
4. Water & Sewer..... Included
5. Pump Outs
a. Scheduled Pump Outs \$ 30.00
b. Emergency/On-Demand Pump Outs..... \$ 50.00
6. Pets. Two pets are included in Seasonal Lodging Fees. Non-refundable fee of \$150.00 required for campers who register a third pet. (Pet Waiver and vaccination records required on file.)
7. Golf Cart & ATV fees. No fees for seasonal CAMPERS with registered golf cart, ATV or UTV. (Recreational vehicle waiver and proof of insurance required on file.)
8. Funland & Pool Wristbands. Registered CAMPERS and their dependents will receive one (1) wristband, up to six (6) per site. Wristbands will be required to be worn at all times in Funland and the Pool. Wristbands for additional dependents or replacements can be purchased for \$ 25.00 each.
9. GUEST Passes. GUEST passes are required for all visitors who wish to enter the non-public areas of the CAMPGROUND (e.g.: CAMPSITE) as outlined in the Pineland Camping Park Rules and Regulations. GUESTS are required to register and pay visitor



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fees, and overnight camping fees, as well as VEHICLE, golf cart, ATV/UTV, tent and trailer fees. If CAMPERS are caught with visitors or GUESTS that have not registered double the fee owed plus a \$10.00 administrative fee will be charged to the CAMPER.

- B. CAMPERS shall be responsible for all charges, fees or taxes which are assessed against the CAMPSITE, the CAMPING UNIT or the CAMPGROUND by reason of any action or omission of the CAMPERS. If CAMPERS' actions or omissions result in commencement of enforcement action against the CAMPGROUND, then CAMPERS shall be responsible for the attorneys' fees and expenses incurred by the CAMPGROUND.
C. Seasonal Camping fees may be paid in installments with the owners' permission.
1. Security Deposit: \$500.00 Due: October 8, 2022
2. Installment 1: 33% of Seasonal Fees Due: November 1, 2022
3. Installment 2: 33% of Seasonal Fees Due: January 1, 2023
4. Installment 3: Remaining Balance Due: March 1, 2023
D. Unpaid charges and fees shall be a lien against the CAMPING UNIT. In the event of non-payment, the CAMPGROUND shall have a lien for unpaid charges and costs and shall have the right to detain the CAMPING UNIT until the charges and fees are paid, or, to place the CAMPING UNIT for sale. All unpaid charges, fees and expenses of sale shall be paid out of the sale proceeds.
E. LATE CHARGES: There shall be a late charge of the lesser of \$10 or 5% for payments made more than five days after the due date. If an unpaid balance remains unpaid for more than 30 days, the balance shall bear interest at the rate of 1.5% per month or partial month. Failure to pay all balances and late fees after 60 days may result in the immediate termination of the Seasonal Camping Agreement.
F. CAMPERS shall pay CAMPGROUND all attorneys' fees which CAMPGROUND incurs in any lawsuit or arbitration to enforce this CONTRACT or in defense of the CAMPGROUND by reason of any action or omission of the CAMPERS.

14. INHERENT RISKS AND LIABILITY

- A. CAMPERS are aware that the CAMPGROUND offers recreational opportunities in an outdoor setting. Because the CAMPGROUND'S setting is a natural environment, the Wisconsin Legislature has adopted section 895.519 of the Wisconsin Statutes, which grants the CAMPGROUND immunity from liability for the INHERENT RISKS of camping activity. CAMPERS acknowledge they accept the INHERENT RISKS of camping. CAMPERS are aware that they will be unable to recover damages against the CAMPGROUND for the INHERENT RISKS of camping even if the CAMPERS or GUESTS are injured or killed as the result of such INHERENT RISKS.
B. The CAMPGROUND is not liable for impairment of the quality or extent of LODGING resulting from weather, acts of God, infectious agents, or injuries caused by other CAMPERS.



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15. GENERAL PROVISIONS

- A. This CONTRACT is the only agreement between the CAMPGROUND and the CAMPERS. All discussions and representations are integrated into this CONTRACT.
- B. If CAMPGROUND or CAMPER are required to give notice to the other party, notice will be deemed to have been given:
 - 1. To the CAMPGROUND, if a written notice was given to a CAMPGROUND agent or the office manager at the CAMPGROUND office during business hours.
 - 2. To the CAMPER if a written notice was given to an adult CAMPER in person, emailed to the primary contact on file, or posted on the door of the CAMPING UNIT.
- C. The CAMPGROUND is not required to give written notice of any order or directive given in an emergency; to preserve the peace or quiet in the CAMPGROUND, or to enforce a provision of this CONTRACT or the RULES.
- D. This CONTRACT may be amended only in a written amendment signed by the CAMPGROUND and the CAMPER.
- E. All claims and disputes arising under this CONTRACT shall be resolved according to the laws of the State of Wisconsin.

16. ARBITRATION

- A. Any claims by CAMPGROUND for injunctive relief against a CAMPER or GUEST, or for collection of unpaid FEES or other sums alleged to be owed pursuant to this CONTRACT shall be brought in the Circuit Court for the County of Adams, State of Wisconsin. CAMPER and CAMPGROUND irrevocably waive any right to trial by jury.
- B. In the event that CAMPER or CAMPGROUND wish to assert any claim other than the claim described in section A above, such as but not limited to a claim for personal injuries, including defamation; violations of trade practices, improper business methods or unlawful discrimination, it is agreed that the claim shall be resolved in Arbitration according to the rules of the American Arbitration Association. The Arbitration shall be held in Friendship, Wisconsin, the County Seat of Adams County.

17. AGENTS

Agent(s) for maintenance and collection of Seasonal Admission Fee(s):

Chris & Shannon Mehring, owners
Mehring Hospitality Group, LLC
916 Hwy 13 | Big Flats, WI 54613
(608) 564-7818
seasonals@pinelandcamping.com
www.pinelandcamping.com



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18. CAMPERS' DUTY TO READ

CAMPERS ARE AWARE THAT THE LAW REQUIRES PEOPLE TO READ A CONTRACT BEFORE SIGNING IT. IF YOU SIGN THIS CONTRACT, YOU WILL BE DEEMED TO UNDERSTAND IT AND TO HAVE READ IT. YOU WILL BE EXPECTED TO ABIDE BY IT. BY SIGNING, CAMPERS AGREE THAT THEY MAY BE REMOVED FROM THE CAMPGROUND AT ANY TIME AT THE DIRECTION OF THE CAMPGROUND.

19. SIGNATURES

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 Pineland Camping Park Rules & Regulations, WI State Statue 895.519 & 895.525, Photo/Video Usage Release, as well as the Seasonal Camping Agreement and any addendums and attachments, and that all such individuals agree to be bound by and comply with the terms of this Agreement, its addendums, and such Rules & Regulations.

_____ Camper Signature _____ Date

_____ Camper Signature _____ Date

Mehring Hospitality Group, LLC approval is required year-to-year for Seasonal Camping Agreements. Management will reach out to any camper(s) chosen not to reinstate for the coming season.

_____ Chris Mehring _____ Co-owner
Campground Representative Title

_____ Campground Representative Signature _____ Date



Attachment Acknowledgement

I _____ hereby acknowledge that
Printed Camper Name(s)

I have received copies of the applicable addendums, attachments, waivers and forms below and have read and understand them. I will complete the addendums that apply to me and return them by the deadline listed below. All attachments are available on the Seasonal Camping page of our website, or by contacting the main office.

<u>Attachment</u>	<u>Deadline</u>
Pineland Camping Park Rules & Regulations	N/A
Addendum A: Limits & Rates	N/A
Addendum B: Photo/Video Usage Release	March 1, 2023
Addendum C: WI State Statue 895.519 & 895.525	N/A
Addendum D: Camper Pet Agreement & Waiver.....	March 1, 2023
Addendum E: Extended Season Site Agreement.....	March 1, 2023
Addendum F: Recreational Vehicle Agreement & Waiver	March 1, 2023
Addendum G: Supplemental Dependent Form.....	March 1, 2023

Camper Signature Date

Camper Signature Date