



“We are a family resort”

## Campground Rules

The following rules have been designed for the safety and enjoyment of all our campers while visiting Sunny Hill Campground: Violators of these rules will be asked to leave the campground without refund.

Your site consists of (1) family and (1) camping unit per site

A family consists of (2) Adults and your children Under 18yrs old

Sites are to be kept orderly

Sites are NON-TRANSFERABLE by selling camper or any other method(seasonal site DOES NOT go with camper)

Seasonal sites are intended to be used, not to store a camper if seasonal camper does not use the site on a regular basis to be determined by campground they will not be renewed at that site for the next season, discuss any special arrangements with management.

## Seasonal Admission Agreement

### **NOT A LEASE**

This agreement is not a lease of real estate. The camper is NOT a tenant this agreement is a license to use the campground on the conditions which are stated in this agreement.

### **CAMPSITE DEPOSIT**

All seasonal sites will require a \$200 security deposit.

- Said campsite deposit shall be held as security for the prompt, full and faithful performance by Camper of each and every provision of this agreement.
- The Campground is not required to hold the Campsite Deposit in any special or trust account, but may commingle the Campsite Deposit with other funds of the Campground. No interest shall be paid to the Camper on the Campsite Deposit.
- 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 Deposit to cover: (1) the Seasonal Admission Fee, (2) any sum expended by the Campground on the Camper's behalf in accordance with the provisions of this Agreement, or (3) failure to notify management 90 days prior to departure, (4) seasonal admission fee outstanding for more than 10 days, or (5) campground's costs or expenses resulting from camper default. The Campground's application of the Campsite Deposit shall not prevent the Campground from exercising any or all its rights and remedies provided in this Agreement, at law or in equity.
- If the campground applies the Campsite Deposit for any of the above purposes, Camper shall pay additional funds to the Campground to restore the Campsite Deposit to its original amount within ten(10) days of the Campground's written demand.

- Provided that the Camper meets all its obligations under this Agreement, the Campground shall return the Campsite Deposit upon the 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.
- Seasonal sites must be reserved or relinquished on or by Sep 1, 2015 by paying a third of Seasonal Fee plus Security Deposit if applicable.

### **SEASONAL ADMISSION FEE**

Campers shall pay in full a NON REFUNDABLE "Seasonal Admission Fee" in the amount of:

#### 2018 Season

\$1,425 with metered electric

\$1,725 electric included

Security Deposit September 1, 2017.

Seasonal Admission Fee Payment Due Dates:

September 1, 2017 – First Payment for 2018 Season – 1/3

November 1, 2017 – Second Payment for 2018 Season – 1/3

February 1, 2018 – Third and Final Payment for 2018 – 1/3

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:

1. Assess the Camper a late fee of \$100 on the 5<sup>th</sup> day from the Due Date if any portion of the Seasonal Admission Fee remains unpaid ("Late Fee"):

and

2. On the 10<sup>th</sup> day from the Due Date, if any portion of the Seasonal Admission Fee remains unpaid, this Agreement will AUTOMATICALLY TERMINATE and camper shall forfeit the \$200.00 deposit.

3. 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

4. Collect from Camper any and all attorney's fees incurred by the campground associated with collecting any or all of the late fee, Additional Late Fee and termination Fee due under this Agreement.

Sites must be cleaned and property removed when vacating. Any property left behind considered abandoned. Deposit forfeit toward clean up.

### **SALE OF CAMPING UNIT**

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 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 Campground agree and acknowledge that the Campground may immediately attempt to fill the Site following the voiding of this Agreement.

## General

- All Visitors must stop and register in the office before entering the campground.
- Visitors- \$4 per person entry fee, \$2 fee per child entry fee. \$10 any overnight guest over 18 years old. Holiday/Event fees \$5 per person. Visitors staying 30 minutes or less may get a refund of entry fee.
- Check in time is 12:00 noon, and check out time is 11:00 am.
- No loud, abusive or indecent language
- The speed limit in all areas of the campground, at all times is 5 MPH – Strictly Enforced
- After warnings repeat offenders will be fined per infraction or asked to leave camp without refund.
- Quiet time is 11:00 P.M. to 8:00 A.M. Excessive noise will not be tolerated.
- Only 2 cars and camping unit and one tent per campsite, unless otherwise approved by management.
- All bicycles and pedestrians are to use roads only. No cutting through sites is permitted.
- Fireworks, Firearms, and Explosives are not allowed in the campground under any circumstances.
- We are not responsible for any damage to your camper or personal property. You must have your own insurance.
- Any camper violating rules dependent on violation will be warned, fined, or asked to leave property.
- Smoking not permitted in any building, around pool or play areas.
- Camper or deck moving service is available, estimates given by management.
- You will not be permitted camp until seasonal fees are paid in full.
- All campers must be insured with proof on file to stay in park.
- Guests may set up (1) tent on a seasonal campers site for \$15 per night prior notice to management of day and size of tent.
- Minor children or visitors UNDER 21 will NOT be permitted to visit or stay without an adult at site.
- Maximum age of camper unit for new seasonal or camper for sale is 15 yrs old.
- No digging of any type without permission of management.
- Only with prior consent of management camper may at its own expense construct a deck or a concrete slab. Slab must be left in good condition upon camper departure.
- All tear out of deck or slab responsibility of camper.
- No soliciting or competitive sale on property unless prior approval by management.
- Alcoholic beverages to be used in moderation.
- NO chainsaws, splitters or heavy power tools used by campers.
- Any camper that has to be moved by management because of violation of any rules or not paid in full, will be charged for moving camper and a \$150 monthly storage fee.

## Indemnification

Camper shall indemnify Campground and shall hold Campground harmless from any against any and all claims, actions, damages, liabilities, and expenses, including attorney's fees, in connection with any occupant, invitee or guest in, upon or at the Campsite arising out of or caused by the occupancy of 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 on its part, be made a party to any obligations under this AGREEMENT. If the Campground shall, without fault on its part, be made a party to any litigation commenced by or against Camper, the Camper shall protect and hold the Campground harmless and pay all costs, expenses and attorney's fees incurred or paid by Campground in connection with such litigation. Camper's indemnification of the Campground under this section shall survive the expiration or termination of this Agreement.

## **Insurance**

Camper shall maintain public liability, and fire, wind and other hazard insurances upon their personal property (including the Camping Unit and Golf Carts) situated upon the Campsite and for their acts or omissions occurring while occupying the Campsite, which such insurance policy shall indemnify Campground as an additional insured, in amounts acceptable to Campground, said acceptance shall not be unreasonably withheld.

Within ten (10) days of written demand by Campground, Camper shall provide evidence to the Campground, said insurance is in full force and effect. Kept on file.

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 Campground.

If camper fails to comply with the requirements of this section, Campground may terminate Seasonal Admission Agreement

## **Pets**

- All pets must be on leash at all times with leash on hand.
- All pet feces are to be cleaned up by the owner immediately.
- Any camper with a pet who creates a noise nuisance or endangers other campers will be asked to remove the pet from the campground.
- Any camper found walking their animal without proper cleanup materials in hand will be asked to remove the animal from the campground.
- Dogs are welcome in RV's only – please no dogs in tents.
- You must bring a copy of up to date shot records for your pet.
- Aggressive dogs are NOT welcome at Sunny Hill Campground.

## **Guest**

Camper is responsible for conduct of their day or overnight guests and shall be personally liable for any injury or property damage arising from the actions of such guests

All day guests must register at office upon arrival and are subject to daily fee as well as a parking fee and must leave campground by 11:00pm. Any day visitor failing to leave camp prior to such time will be deemed an overnight guest and subject to applicable fee billed to seasonal campers.

- Day Pass
- \$4 Per Person
- \$5 Per Person (Holiday)
- \$2 Per Child
- Fees double and bill to seasonal camper if rules are not followed.

## **Children**

- Parents are responsible for the actions and safety of their children.
- No rock throwing anywhere in the park.
- No bicycling after dark on any campground roads.
- Children are to be at their site by 10:30 P.M. and not to be left unsupervised.

## **Pool Area**

- Pool is closed at 9:00 P.M.
- No diving in the pool.
- No glass bottles or debris in pool area.
- No pets in the pool area.
- No rock throwing in the pool area.
- Swimming is at your own risk, and children under 18 yrs. Old must be accompanied by a parent.

## **Water slide**

- All riders must have colored wrist band to ride.
- Remove shoes, glasses and sharp objects.
- No food, drink, gum or pets on slide.
- Exit slide if unit begins to lose air.
- Keep away from blowers at all times.
- Supervisor discretion to shut down slide due to weather conditions.
- No more than two riders on ladder at a time.
- Sit and slide feet first.
- No doubles.
- No jumping, flipping or summersaults.
- Slide only when landing is clear from previous rider.
- Responsible adult must attend and supervise small children.
- Attendant will enforce rules with megaphone and may eject riders if rules not followed with no refund.

## **Fires**

- Under no circumstances are fire rings to be moved.
- Fires are to be no more than knee high.
- Never leave a fire unattended.
- Fires are to be extinguished before retiring or midnight.

## **Refuse**

- All garbage must be placed in plastic bags and disposed of in dumpster.
- Dumpsters are available for disposing of campground generated household trash, exclusively. Please be considerate of all campers by complying with this restriction.
- No large boxes, outdoor furniture, paint, chemicals.

## **Safety**

- Safety is the Campground's #1 priority.
- Disturbing the Peace: Campers shall act in a civil manner to other campers / visitors. Campers and guests shall not take any action to disturb the peace or in any manner disrupt anyone's use and enjoyment of the campground. Campers shall not use aggressive or abusive language addressing anyone in the campground. If management believes camper has disturbed the peace they will be asked to leave the campground with no refund
- Do not sit or stand on fences or railings.
- Do not climb or sit on top of playground equipment (Green roofs, bridge and enclosed slide)
- Observe all signs that are posted around the facility and pond.
- Do NOT allow your children to go to the pond alone.

- Any person whose conduct is offensive or disorderly to other campers, residents, park personnel 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 Campground, which is private property.
- Management has the right to terminate admission in order to protect other campers and Management from unruly campers and their visitors/invitees. Campers are ultimately responsible for their actions as well as those of their child(ren), visitors and/or invitees.
- We reserve the right to restrict children to their site if their behavior or actions are unacceptable.
- 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 1 time for domestic disturbance or unruly behavior, the Campground has the ability to not renew the seasonal admission fee agreement, depending on the severity of reports.
- All residents and guests must follow the rules and regulations listed in the contract as well as those posted around the Campground.
- Vandalism, disturbances, etc. will be grounds for immediate and permanent Admission Termination from the Campground. The laundry room and bathhouses are not places for congregating or hanging out for children.
- All visitors should know the unit number of the person they are visiting.
- Please notify management of any dangerous, reckless behavior.
- Lack of common sense is not an excuse for not following safety precautions

### **Camping Vehicles**

- Make certain hoses are properly connected when using septic system or dumping station.
- Always use septic chemicals in your toilets and holding tanks.
- Never dump directly onto the ground.
- Washing automobiles or camping vehicles is forbidden in the park.
- NEVER PUT ANY KIND OF WIPES, TAMPONS, AND PAPER TOWELS INTO YOUR HOLDING TANK.

### **UTV’S & Golf Carts**

- UTV’S & golf carts may only be used by registered campers.
- UTV’S & golf carts may only be used on campground roads or marked trails.
- Certificate of insurance must be presented and copied at check in for any UTV or golf carts.
- Only licensed drivers may operate UTV or Golf carts. With copy of license on file.
- Number of passengers not to exceed manufactures seating capacity on any UTV or Golf cart.
- Seat belts to be worn at all times.
- All riders and passengers must sign wavier held on file in Camp Store.
- DOT approved Helmets recommend on all trails.
- Must drive at speed prudent to maintain control of vehicle at all times in varying conditions.
- Driver must carry photo ID at all times.
- No alcoholic beverages maybe consumed while operating a UTV or Golf Cart
- Speeding drivers will fined \$25 first offense, \$50 second offense, Revoke Registration third offense.
- All UTV’s and Golf Carts must be registered with campground and display campground registration sticker on windshield.
  - Annual Golf Cart Registration is \$50 per season, Annual UTV Registration is \$100 per season.
  - Weekend Golf Cart Registration is \$25, Weekend UTV Registration \$50.

For any additional rules/regulations or clarification contact Wayne Minges 716-372-9455

I have read and understand the rules listed above.

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Print Name

Signature

Date

Site #

Waiver:

I, \_\_\_\_\_ (print only), acknowledge that the safety of UTV, and Golf Cart riding is dependent upon the skills, abilities, and safety practices of the participants. I acknowledge that the Trail System and camp roads provided by Sunny Hill Campground & Recreation Inc. contains obstacles and defects. By signing this agreement/waiver, I hereby release Sunny Hill Campground, Inc. from any damages or injuries, I, or minor children in my care receive as a result of my or their use of the premises of Sunny Hill Campground & Recreation, Inc. I, hereby agree to hold Sunny Hill Campground & Recreation Inc. harmless from any expense, loss, injury, or death, which may result from my or minor children in my care, use of Sunny Hill Campground & Recreation Inc. premises. By signing this document, I agree to the above and authorize the following individual(s) to ride my UTV and Golf Cart and use the premises of Sunny Hill Campground & Recreation, Inc. for riding purposes. Furthermore, in the event of injury or death, I, along with the following individuals, will not hold Sunny Hill Campground & Recreation, Inc. liable. Any personal property damage will be billed to your credit card/account.

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
Name \_\_\_\_\_  
Address \_\_\_\_\_ City \_\_\_\_\_ St \_\_\_\_\_ Zip \_\_\_\_\_  
Email Address \_\_\_\_\_ Mobile \_\_\_\_\_  
Valid Driver's License No \_\_\_\_\_ St \_\_\_\_\_ Expiration Date \_\_\_\_\_  
Credit Card No \_\_\_\_\_  
Expiration Date \_\_\_\_\_ Security Code \_\_\_\_\_  
Name on Card \_\_\_\_\_ Company \_\_\_\_\_

\_\_\_\_\_  
Signature of UTV or Golf Cart Owner