



We are a family resort

2024

CAMP SPEED LIMIT IS 5 MPH

SH132 Campground Rules 2023 MECH1

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) fa nd (1) camping unit per site

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

Sites are to be kept orderly – No clutter

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 nest season, discuss any special arrangements with management.

KNOW YOUR COLOR AND SITE NUMBER FOR EMERGENCY RESCUE

Seasonal Admission Agreement

NO REFUNDS on camping or seasonal site payments. If camper decides for any reason not to camp seasonally any deposits will be forfeited.

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 \$500 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 after: (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 Sept. 1, 2023 by paying a third of Seasonal Fee plus Security Deposit if applicable.

EXISTING CAMPERS SEASONAL ADMISSION FEE

Existing campers shall pay in full a NON REFUNDABLE *Seasonal Admission Fee* in the amount of:

2024 Season

\$2,400 includes water, sewer and electric

Seasonal Admission Fee Payment Due Dates:

- September 1, 2023 - First Payment for 2023 Season (1/3)
- November 1, 2023 - Second Payment for 2023 Season (1/3)
- February 1, 2024 - Third and Final Payment for 2023 (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 5th day from the Due Date if any portion of the Seasonal Admission Fee remains unpaid ("Late Fee"):

and

2. On the 10th 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 \$500 deposit including any previous deposits
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. **If sold on site, camper will surrender the \$500 security deposit as commission on sale.** New owners must be approved by management. Seasonal site payments are not transferable to new seasonal camper. A new contract will be required.

General

- **QUIET TIME IS 11:00 P.M. TO 8:00 A.M. EXCESSIVE NOISE WILL NOT BE TOLERATED.**
- No electric bikes or ride-on toys allowed.
- All Visitors must stop and register in the office to receive a visitor wristband upon entering campground.
- Visitors - \$5 per person entry fee. \$10 any overnight guest over 18 years old.
- Holiday visitor/parking/event fees \$7 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 one on probation or any sex offender registry allowed at camp.
- 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 red tagged, fined per infraction and/or asked to leave camp without refund.
- 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 you own insurance.
- Any camper violating rules dependent on violation will be warned, fined, or asked to leave property.
- Smoking, vaping and glass bottles not permitted in any building, around pool, play areas or pavillion.
- Marijuana or any illegal drugs are not allowed on property.
- 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.
- Sheds allowed only with consent of campground and is your repositibility to maintain and remove on departure.
- 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. Deck must be removed or resold with management consent
- 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.
- Illegal drug use will result in immediate eviction.
- 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 \$500 for moving camper and a \$500 monthly storage fee.
- Outdoor refrigerators must be registered and prominently displaying a registration sticker on door. There is a \$100 fee for large refrigerators and a \$50 fee for dorm sized refrigerators. Management reserves the right to disallow any refrigerator for any reason.
- No tarp or tarp enclosures during season without managment's approval.
- Any camper, family member or friend that vandalize or damage any park infrastructure or equipment will be responsible for any and all repair/replacement costs and/or evicted from park based on management discretion.

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 or 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.
- Excessive barking not tolerated. Barking dogs must have a bark collar.

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.

Guests may not be at campground or pool without seasonal camper they are visiting.

All day guests and weekend campers must register at the office upon arrival. They must wear a visitor wristband and will be subject to a daily fee as well as a parking fee. Guests and weekend campers must leave the 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.

Visitor Season Pass

This pass allows a friend or family member who visits you many times from having to pay the visitor fee each visit. The visitor pass is \$200 per season and the visitor can purchase a gate pass for \$20. The visitor is the responsibility of the seasonal camper and is not allowed on property without the seasonal camper (i.e. at pool without you). This pass is for your visiting guests and person must be authorized by the campground.

- \$5 Per Person.
- \$7 Per Person (Holiday).
- Fees double and bill to seasonal camper if rules are not followed.

Entry Gate

Gate passes are \$20 per person. Each pass card is tracked to individual camper and to site. If card is lost you must purchase another at the store and original will be deactivated.

- Do not share cards with others (visitors, friends, etc.)
- Cards will be deactivated for any camper not paid in full.
- If you damage the gate you will be responsible for repairs.
- Use call button if necessary. Cards reactivated for next season when site is paid in full.
- Do not use your card to swipe in visitors.
- One car at a time through gate.

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 12 and under are to be at their site by 10:30pm and not to be left unsupervised.
Children 13-17 must be on site before 12:00am
- Parents will be billed for damage created by their children.

Pool Area

- No smoking/Vaping
- Pool is closed at 9:00pm.
- 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.
- No visitors allowed at pool unless accompanied by a seasonal camper.
- No loud, abusive or indecent language.

Fires

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

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, propane tanks, grills or tires.
- Do not bring garbage from outside of camp

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 for a domestic disturbance or unruly behavior, the Campground has the ability to not renew the seasonal admission fee agreement, depending on the severity of reports and evict you from the property without refund!
- 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 color and site 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.
- No UTV or golf carts on trails after dark.

Camping Vehicles

- Shut off water when leaving campground.
- 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 on weekends.
- NEVER PUT ANY KIND OF WIPES, TAMPONS, AND PAPER TOWELS INTO YOUR HOLDING TANK.
- Keep black/Greywater tanks closed. To be opened only while dumping.

UTVs & Golf Carts

- No loud carts.
- No UTV or golf carts on trails after dark.
- No UTVs driving around park after 1:00 am.
- UTV'S & golf carts may only be used by the camper they are register to.
- 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.
- Any UTV that creates any nuisance with local landowners (i.e. trespassing, speeding, littering, riding closed trails, breaking any local laws, etc.) will have their UTV pass revoked from Sunny Hill.
 - Gas Golf Cart Registration is **\$100** per season / **\$50** for a weekend.
 - Electric Golf Cart Registration is **\$150** per season / **\$50** for a weekend.
 - UTV Registration is **\$200** per season / **\$100** for a weekend.

Red Tags

A Red Tag may be attached to your camper or cart for a variety of reasons. If or when you receive a Red Tag proceed immediately to store to rectify issue. Ex: AC left on, fridge not stickered, complaints, dumpster issues, speeding cart, cart sticker, etc.

UTV/Golf Cart 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. contain obstacles and defects. By signing this agreement/waiver, I hereby release Sunny Hill Campground & Recreation 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 individual(s), will not hold Sunny Hill Campground & Recreation Inc. liable. Any personal property damage will be billed to your credit card/account.

Name	_____	Credit Card No.	_____
Address	_____	Expiration Date	_____ Security Code
City/State/Zip	_____	Name on Card	_____
Email Address	_____	Mobile Number	_____
Valid Driver's License No.	_____	Company	_____
State	_____	Expiration Date	_____
		Signature of UTV/Golf Cart Owner	_____

**For any additional rules/regulations or clarification contact
Wayne Minges at 716-307-7619**

I have read, understand and will abide by all 2022 Sunny Hill rules.

Print Name

Signature

Date

Site #