

Timberline RV Resort, Inc.

2018 Park Rules and Camping Etiquette

It is our goal at Timberline RV Resort, Inc.(the Park), to provide services and products which enable all of our guests to enjoy seasonal camping in a safe, secure and enjoyable environment. These (hereafter, referred to as "Park Rules and Camping Etiquette") are written in everyone's best interest to achieve that goal. If you are ever in doubt about any issue within the Park please do not hesitate to speak to a member of the Park Management Team.

USE OF PARK FACILITIES

1. Seasonal RV Trailer or Park Model owners (Seasonal Occupant(s)) and guests may occupy Timberline RV Resort (the Park) from May 1st through October 1st in each season (please see Park Manager for specific water service turn-on and shut-off dates). Seasonal Camping Units must not be occupied outside this period. The owner of the Seasonal Park Model RV Trailer (hereby referred to as Camping Unit) must not be occupied outside this period. The camping unit is for seasonal use only; it is not a mobile home and cannot be used as a permanent or principal residence.
2. **Referrals** will awarded \$100.00 credit toward the next season's contract when the referred person signs and pays in full for a new seasonal lease agreement.
3. **Amenities and events** are above and beyond what your site fees include. These are not entitlements. Amenities offered and events scheduled are at the discretion of Park Management.

THE SEASONAL RV TRAILER OR PARK MODEL

1. **Park grounds are communal** and are the property of Timberline RV Resort, Inc.
2. **Visitors** of the Seasonal Occupant(s) will ultimately be held responsible for all persons occupying their unit. In the event of behavior likely to cause offense or damage to any other user of the Park or the facilities, the Park Management reserves the right to remove any offenders and/or the Seasonal Occupant(s) from the Park without warning. In certain cases, Park Management also reserves the right to terminate the Lease Agreement of a Seasonal Site under "Schedule A- Cause for Termination of Lease Agreement".

3. **Gate key cards**, the Seasonal Occupant(s) will be issued with 2 gate key cards (where applicable). These passes, once issued may not be transferred to any other persons during the season in which they were issued.
4. **Off-season** our park is closed. We allow Seasonal Occupant(s) in good standing to park their vehicle in the front of the gate and walk into the park to check their Camping Unit. We do not allow anyone to stay overnight. Arrangements of your visit must be made ahead of time with the Park Manager, and you must notify the Park Manager of your arrival for security purposes.
5. **Animals**, other than dogs and other domestic animals (maximum of 2 combined) may occupy seasonal camping units without written permission of the Park Manager. Dogs must be kept on a leash at all times and are not allowed in common areas of the park. It is the responsibility of the pet owner of the cleanup of any foul from their pet. Dangerous or aggressive dogs are not allowed in the Park.
6. **Walk Paths** are designated by signs and must be used strictly for that purpose. Bikes are not allowed to be ridden on the walk path for safety reasons. Bikes may be walked on the walk path.

GENERAL PARK RULES

1. **Wildlife**, our park is located in a rural area and is predominantly a campground setting in which the Seasonal Occupant(s) share a natural habitat with wildlife including bear, skunks, raccoons, etc. The Park recommends taking precautionary steps to protect your Camping Unit from being damaged by these animals. Seasonal Occupant(s) are prohibited from the trapping of wildlife and are discouraged from feeding the wildlife. The Park Management at no time shall be liable for any damages caused by these animals to a Seasonal Camping Unit under any circumstances.
2. **Privacy**, be considerate of your fellow neighbors, privacy, and space. Please do not walk-on, nor pass through other sites.
3. **Tents**, including pup tents and pop-up trailers will be allowed on your site provided they pay the regular overnight guest camping fees. All overnight guests must be registered at the office prior to entering the Park.
4. **Noise** is to be kept to an ABSOLUTE MINIMUM between 11PM and 8AM by all temporary occupants or Seasonal Occupant(s). Excessive noise at any time of day will not be tolerated. Excessive noise shall be defined as any sound that Park Management deems to be causing a disturbance to other users of the Park.
5. **Curfew**, anyone under the age of 18 must be on their sites by 11pm unless accompanied by a parent or guardian over the age of 18.

6. **Trees**, shrubs, hedges, etc., will be maintained by the Park and must not be pruned, trimmed or cut down by anyone else.
7. **Grass cutting** is the responsibility of the Seasonal Occupant. In the event that a team member of the park has to cut a Seasonal Occupant's yard, applicable charges will be applied to your account.
8. **Site work request forms** may be filled out at the Park office. Please provide a detailed description of the work requested along with your name, site # and phone number on the form and it shall be submitted for review and scheduling by Park Management.
9. **Watering** of plants, grass, etc. is permitted. All Seasonal Occupant(s) are required to comply with any instructions from Park Management regarding restrictions on watering which may be necessary from time to time.
10. **Swimming**, the pool is not supervised by lifeguards, is 'swim at your own risk' and only allowed during posted hours. Please observe posted regulations for the pool including but not limited to no jumping or diving from ladders or sides of the pool, no glass containers or large inflatables allowed.
11. **Firewood** has to be purchased at the Park or through a certified DNR location. No outside firewood can be brought in from outside the park.
12. **Trash** must be disposed of in garbage containers provided in the front of the Park. Please help the environment by recycling aluminum cans in the designated bins. Absolutely no garbage from outside is permitted.
13. **Insurance**, Golf carts must be registered and proof of insurance provided to the park office.
14. **Fireworks** (including Chinese Lanterns) are not allowed within the property.
15. Aggressive and abusive behavior, including language will not be tolerated at any time. The Park Management reserves the right to remove any offenders and/or the Seasonal Occupant(s) from the Park without warning. In certain cases, Park Management also reserves the right to terminate the Lease Agreement under Schedule A - Clause for Termination of Lease Agreement.

SAFETY

1. **Insurance**, it is recommended that all Camping Units be insured against fire and storm damage and third party liability with a reputable insurance company.

2. **Animal**, the use of animal control measures are prohibited in the park such as trapping, poison, etc.
3. **Fire extinguisher, Carbon Monoxide & Smoke Detector**; it is recommended that all Seasonal Camping Units be fitted with a dry powder fire extinguisher, a fully functional smoke alarm, and a fully functional carbon monoxide alarm.
4. **Campfires and barbecues** must be properly extinguished before retiring for the evening, or upon departure of site. Management reserves the right to forbid campfires entirely in periods of excessive drought or when such fires pose a threat to the safety of others.
5. **Contractors**, the Park Office must be notified when a contractor will be doing any work on your Seasonal Camping Unit. All contractors are required to check in with the Park Office prior to entrance to the Park.

MOTOR VEHICLES, TRAILERS AND GOLF CARTS

1. **Motor vehicles and golf carts** must obey all normal traffic signs. This means stopping at stop signs, obeying speed limit, and no-entry signs.
2. **Parking**, All motor vehicles, golf carts or trailers must be parked on your site or in a designated storage area. These vehicles are not permitted to be parked on the road as it impedes accessibility in the event of an emergency.
3. **Gas powered vehicles**, ATVs, dirt bikes, dune bikes, quad bikes or other such gas powered vehicles or electrical/battery operated ride-ons are not allowed in the Park. Effective May 1, 2018, any new golf carts must be electric. Existing gas powered golf carts will be grandfathered in but cannot be sold to another seasonal resident.

SITE IMPROVEMENT, ADD ON, SUN ROOMS

1. **Site condition** - All Seasonal Camping Units and sites are to be kept in good condition and maintained to the high standards of the Park. The Seasonal Occupant(s) is responsible for the general upkeep of the Seasonal Camping Unit and the tidiness around the site. If Seasonal Occupant(s) does not meet the standards of the Park in terms of condition, general standards and safety, a written notice will be sent to the Seasonal Occupant(s) giving 14 days to rectify the situation.
2. **Extensions or structures** of any kind may NOT be erected adjacent to or around the Seasonal Camping Unit without permission of the Park Management prior to construction. This includes, but is not limited to hard roofs, sheds no larger than 8'x10', patio stones, and fire pits. Absolutely No fences are allowed on your site, a landscaped separation can be done from the back of your site no further than the front of the site. Upon termination of the Lease Agreement, the site must be returned to its original condition.

3. **Selling**, Camping Units older than 10 years old may not stay in the park if sold without prior approval of the Park Management. **Selling of your Camping Unit on its current site will not be allowed without prior Park Management approval.** If another Seasonal Resident has requested a site change to your site, your Camping Unit must be moved to another site if sold. **Site rent is non-refundable and non-transferrable to a new Seasonal Resident. If you vacate your site early and Park Management has to maintain that site, the Park reserves the right to rent out that site.**

The Park Management reserves the right to make additions or deletions to these Rules from time to time as it considers necessary for the general safety or proper and efficient management of the Park. In the event of behavior likely to cause offense or damage to any other user of the Park or the facilities, the Park Management reserves the right to remove any offenders and/or the Seasonal Occupant(s) from the Park without warning. In certain cases, Park Management also reserves the right to terminate the Lease Agreement under Schedule A- Cause for Termination of Lease Agreement

Schedule A - Cause for Termination of Lease Agreement

Where the behavior of the Seasonal Occupant(s) or other users of the Seasonal Camping Unit is so unreasonable as to cause other occupiers of the Park to be deprived of the enjoyment of their Seasonal Camping Unit, shorter notice of termination of the Agreement may be given by the Park Management. Examples of activities which may be regarded as constituting a serious breach and/or unreasonable behavior and not capable of remedy:

- committing a criminal offense on the Park e.g. theft, bringing unlawful drugs or firearms onto the Park or committing any assault on another person on the Park;
- Willfully causing damage to any property on the Park whether belonging to the Park Management or any other guest or Seasonal Occupant(s);
- Breaching any obligation under the Lease Agreement for occupation of a Seasonal Site terms and conditions document or the Park Rules & Camping Etiquette.

I, _____ (name), thoroughly have reviewed the attached document of Park Rules & Camping Etiquette and fully understand and agree to the Cause for Termination of Lease Agreement.

Seasonal Guest Name (print)	Signature	Site #	Date
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Park Manager Name (print)	Signature	Date
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Site # _____

Timberline RV Resort, Inc. 2018 Seasonal Lease Agreement

Standard	30 amp electric/water	\$2,375.00
Deluxe	30/50 amp electric/water/sewer	\$2,585.00
Prime	30/50 amp electric/water/sewer	\$2,800.00

The Seasonal Occupant(s) and eligible family members agree to abide by the Park Rules & Camping Etiquette which is made a part of this Lease Agreement.

The leasing of the above site by the Park to the Seasonal Occupant(s) shall be in consideration for and subject to the follow terms and conditions:

- a. A **one year** lease commencing on the 1st day of October, 2017 and expiring on the last day of September, 2018.
 - b. The park is open for seasonal recreational use by the Seasonal Occupant(s) and his/her eligible family members with services specified for a season commencing from the park opening date May 1st until October 1st in any year. Water cannot be guaranteed before May 15th in any given year.
 - c. **The park is closed with no overnight access over the winter season from October 1st until the park opens.** During this time all services will be turned off and the gates will be secured and locked. Seasonal Occupant(s) in good standing may park their vehicle at the front gate and walk back to check their Camping Unit.
1. The Seasonal Occupant(s) must
 - i. Maintain a policy of insurance on their camping unit against damage or loss of their personal property or equipment while located on park property. Timberline RV Park Inc. (the Park) will not be responsible for lost, damages or theft of your property. The Park will not be responsible for acts of nature. **The Park will not be responsible for moving your Camping Unit as a result of an act of nature.**
 - ii. All Camping Units must be kept neat and clean in appearance. All mechanicals must be in good working condition. Any new Seasonal Occupant(s) must have Camping Units no older than ten (10) years and in good physical condition. Camping Units older than ten (10) years must

have management approval. Existing seasonal Camping Units older than 10 years may not change sites without prior approval from management.

2. It is agreed between the parties that the intended use for the specified site is for recreational vacation purposes in a campground. The campground is designed for seasonal or **temporary use only** and as such cannot be used as a permanent home address. The park is closed with no overnight access from October 1 to April 30th in any given year.
3. The Lease Agreement is for the occupation of the site specified only. The Seasonal Occupant(s) acknowledges that he is a lessee with respect to any facilities assigned to him/her and is deemed to have willingly assumed, without restriction, all risks arising out of his/her use of the site and campground.
4. All charges for a deposit, storage, rent service etc, are due and payable when invoiced. Any overdue charges or other payments required to be paid to the Owner shall be subject to a late fee.
 - a. **Deposit:** To reserve your site for the upcoming season, a signed lease agreement and a **non-refundable** deposit of \$500.00 is required. This deposit is due by September 30th. This deposit includes winter storage for your Camping Unit if you so choose from October 1st to April 30th. Full payment is due no later than April 30th, 2018. This deposit guarantees your site for the 2018 season.

Site rent is non-transferable and subletting of sites or Camping Units is not allowed. If deposits are not received by September 30th, we reserve the right to rent that site and you will be charged a storage fee of \$100 per month until your Camping Unit is removed.

- b. **Electricity:** Payments for your electrical usage will be paid twice per season, July 15th and on your last camping day of the season. You are responsible for taking your own meter reading and reporting them to the office at the time of payment. Park staff will verify the readings at the beginning and end of each season. **A late fee of \$10 per month will be charged for delinquent payments 15 days beyond the stated due date.**
- c. **Site Appearance:** Each resident agrees to maintain their site in a neat and well-groomed manner at all times, which includes but not limited to mowing, raking, trimming and removal of debris. If your site is not maintained in a timely manner it will be mowed and a charge of \$25.00 per occurrence will be assessed.
- d. **Seasonal Guest Fees:** Guest visitor fees for the season will be \$3.00 for daily guests and \$6.00 for overnight guests staying in your Camping Unit. Your guests can set up a tent on your site provided they pay the regular overnight guest camping fees. To receive your guest credits you must fulfill your payment agreement on time. **Guests may not stay in your Camping Unit without one of the seasonal occupants on the lease agreement present. Timberline RV**

Park Inc. reserves the right to refuse admittance to any guests who violate the Park Rules & Camping Etiquette. It is your responsibility to pre-register your guests if they are arriving before or after office hours.

5. All payments are **non-refundable** unless noted otherwise and are held against the final balance owing in any year. The payments are forfeited as liquidated damages and not as a penalty upon breach of any term of this agreement.
6. In addition to the foregoing, the Seasonal Occupant(s) shall have the use in common with others so entitled to all common areas provided without additional charge. The Lease Agreement shall be automatically **renewed solely** at the discretion of the Park from year to year save and except any adjustment in the fees charged, unless terminated by either party, in writing, on or before the last day of September of each calendar year.
7. The Seasonal Occupant(s) hereby acknowledges receipt of and agrees to be bound by the terms and conditions of the Park Rules & Camping Etiquette as presently in existence, or as may be reasonably established or at the discretion of the Park modified from time to time. Amendments to this lease, at the sole discretion of the Park, may be instituted with written notice to the Seasonal Occupant(s).
8. The Seasonal Occupant(s) hereby undertakes and agrees that he will inform any family members specified in this Lease Agreement or otherwise, as well as guests, visitors or other persons attending the Seasonal Occupant(s) site as to the Park Rules & Camping Etiquette, from time to time. The Seasonal Occupant(s) is **responsible for the observance of the Park Rules & Camping Etiquette** personally or by his eligible family members, guests, visitors or other persons attending the Seasonal Occupant(s) site or in the campground with the Seasonal Occupant(s) permission or knowledge.
9. **Any failure to remit any payments** required under the terms of this agreement and any breach of any Park Rules & Camping Etiquette by the Seasonal Occupant(s), his eligible family members, guests, visitors or other persons attending at the Seasonal Occupant(s) site, shall be deemed to be breach of this Lease Agreement and this lease may be terminated at the option of the Park.
10. The Seasonal Occupant(s) hereby authorize and direct the Park, **upon termination** of this lease agreement for any reason, to act as the Seasonal Occupant(s) agent for the securing and/or removal of any of the Seasonal Occupant(s) property from the above site, or elsewhere in the campground, and the Park shall not be liable for any damages thereby occasioned.
11. The Park assumes no responsibility for **any loss** through fire, theft, collision or otherwise to trailers, additions, improvements or vehicles or their contents, regardless of cause. The Seasonal Occupant(s) agree that the use of the campground or its facilities is solely at the risk of himself, his/her family and

guests. The Seasonal Occupant(s), his/her family and his/her guests, for themselves, their heirs, executors, administrators, successors and assigns HEREBY RELEASE, WAIVE AND FOREVER DISCHARGE the Park, his/her employees, his/her agents, servants, successors and assigns OF AND FROM ALL CLAIMS, demands, damages, costs, expenses, actions and causes of action, whether in law or equity, in respect to death, injury, loss or damages to himself/herself, his/her family or guests on their property HOWSOEVER CAUSED, arising or to arise by reason of occupation of the above mentioned site and use of the campground or otherwise, whether prior to, during or subsequent to this AND NOTWITHSTANDING that the same may have been contributed to or occasioned by the negligence of any of the aforesaid. The Seasonal Occupant(s) further undertakes on his own behalf and on behalf of his family and guests to indemnify all the aforesaid from and against any and all liability incurred by any and all of them arising as a result of or in any way connected with this Lease Agreement.

12. The Seasonal Occupant(s) hereby undertakes and agrees to abide by all of the terms and conditions of any applicable municipal or federal laws and regulations and any failure to do so may be deemed to be by the Seasonal Occupant(s), his/her eligible family members, guests, visitors or others attending at the Seasonal Occupant(s) site with the Seasonal Occupant(s) permission, a breach of this Lease Agreement.
13. The Seasonal Occupant(s) acknowledges and agrees that Camping Units older than ten (10) years may not stay in the park if sold without prior approval of The Park. **Selling of your Camping Unit on its current site will not be allowed without prior approval.** If another resident has requested a site change to your site your Camping Unit must be moved to another site if sold. Vacated sites will go to existing residents in good standing who have signed a Change of Site Request Form. When contacted, the requesting resident will have 48 hours to reply. If the requesting resident refuses to move, their name will go to the bottom of the list. **Management reserves the right to allow or disallow any site changes at its discretion. Site rent is non-refundable and non-transferable to a new Seasonal Occupant(s). If you vacate your site early and The Park has to maintain that site, The Park reserves the right to rent out that site.**
14. The Seasonal Occupant(s) of a site shall exercise such care as is reasonable in the maintenance of the site during his/her occupancy to see that persons entering on the site and the property brought on the site by those persons are reasonably safe while on the site and shall save the Park harmless from any claims as a result of the Seasonal Occupant(s) to do so. No storage sheds (8'x10' max), wood sheds, screened in structures, decks and carports shall be incorporated without prior written approval of the Park. If such approval is granted, such add-ons, additions or improvements must be incorporated so as not to impede the expeditious vacating of the site and removal of the Seasonal Occupant(s) property. If you vacate your site and you have an existing

bunkhouse, it must be removed from the park at your own expense. A bunkhouse may not be sold and moved to another site.

15. The Seasonal Occupant(s) acknowledges and agrees that no business or sales of any kind shall be advertised or conducted on the campground property without approval from the Park in writing.
16. This Lease Agreement, including any attachments, shall constitute the entire arrangement between the parties. There is no representation, warranty, condition or collateral agreement affecting this document other than as expressed herein in writing.
17. The Seasonal Occupant(s) hereby warrants that he/she is the legal owner of the trailer and property located on the site.

(This section intentionally left blank)

I, the named Seasonal Occupant(s) for the specified site acknowledge providing the personal information pursuant to this contract and confirm the accuracy of the same. I consent to the disclosure of this personal information for the use of the Park as required from time to time to administer and enforce this agreement between the parties to this Lease Agreement.

This agreement signed the _____ day of _____, 20____.

Seasonal Occupant

Seasonal Occupant

(Park Manager)

Site #

PAYMENT OPTIONS

Please select one of the below options:

_____ **Payment Option 1:**

6% cash or check discount. \$500.00 due September 30th, 2017, and the remaining balance due November 15, 2017.

3% discount if paid by credit card

Additional discounts: 2% senior discount (62 years old) or 2% total disability discount

Maximum discount is 8%

\$100 credit for daily or overnight guests is included in this option

_____ **Payment Option 2:**

\$500.00 due by September 20th, 2017, and remaining balance due April 30th, 2018.

\$75.00 credit for daily and overnight guests is included in this option.

A \$25 per month late fee will be assessed on all delinquent site balances after May 1st.

Deposit Amount \$_____ cash/check/cc

Balance \$_____ due on _____
Date

