

# *Clearwater Forest*

## *2016 Seasonal Camper Agreement*

These rules are put in place in order to provide and maintain a clean, safe and relaxing atmosphere to all campers, rules need to be made and followed to avoid conflicts, problems, misunderstandings and unsafe conditions and so that everyone is treated fairly and equally.

The following is agreed to between Clearwater Forest, referred to as the “*Campground*” and the parties signing this agreement, referred to as the “*Camper*”. Both parties are subject to Stearns County Camping Ordinance Number 187, Minnesota Statute 327 relating to campgrounds, Minnesota Innkeeper Laws, Minnesota Department of Health guidelines, and other related federal, state, and local laws pertaining to campgrounds. This agreement constitutes a revocable “license” to occupy the Campsite provided by the Campground to the Camper and does not create any additional rights or remedies associated with a lease. The Agreement may be terminated at any time by the Campground for any of the reasons stated below.

This agreement runs personally to the designated *Camper* and shall not be assigned, transferred, or sublet either directly or indirectly without the written consent of the *Campground*. *Camper* is obligated for full season and all fees once the contract is signed. However, if something serious comes up and the camper wishes to cancel the contract the following criteria must be met:

1. The *Camper* must provide a 30-day written notice to management from the first of the following month. The agreement will officially be terminated at the end of the 30-day notice period.
2. The recreational unit and all the *Camper* belongings must be removed by the move-out notice deadline date or the *Camper* will be charged storage fees and/or daily camping fee of \$30 per day or the recreational unit will be removed and all costs associated with removal will be charged to the Camper. Commercial removal of unit, storage fees, and clean up fees will be charged to the *Camper* if he/she does not remove the unit and all belongings from the campground by the specified deadline date.
3. If the above conditions are met, the *Camper* will receive a prorated amount (set by *Campground*) for the unused portion of the Campground fee.

### **DATES, DEADLINES AND FEES**

**Seasonal Dates** ~ Occupancy and use of the *Campground* facilities shall be limited to the camping season which runs from **April 16, each year to October 15, each year**. Water will be available to the *Campground* on May 1, each year, weather permitting and shut off on October 15, each year. Electric to the *Campground* will be turned on April 1, each year and shut off October 31, each year. The electric will be turned on early and shut off later to allow *Campers* to clean their campsite.

**Campground Fees** ~ **The 2016 Campground fee is \$2,250.00 plus electric usage for the season**. The security deposit is \$250 and will be forwarded yearly. It will be returned when the *Camper* is no longer renting the site minus any charges and clean up fees. The security deposit is due by **October 15**, (if not already paid from the previous season). Electricity will be billed to the *Camper* at the end of the season. Electric meter readings will be taken October 31, of each year. **A non-refundable partial rent payment of \$600.00 will be due by October 15, each year, along with a signed contract**. Any *Camper* that does not return the partial payment and signed contract by the specified date will not be guaranteed a site and may be required to remove their camper from *Campground* if there is a waiting list or other campers interested in renting the site. **If allowed to stay on the site**, there will be an automatic **late fee** of \$50.00 plus \$2.00 each day thereafter until paid. Management also reserves the right to remove all personal property from the camp site, including the camper, and place it in storage upon

giving a 10 day written notice of intent to do so. To retrieve the personal property the owner will need to pay for the **cost of removal** plus \$5.00 per day storage fee. If personal property is removed by management, tenant will hold management harmless from any and all damage that may occur as well as hold the management harmless from any claims resulting from the removal of the Camper due to the renter's nonpayment of rent. **The remaining balance of the 2016 Campground fee totaling \$1,650 is due by March 15, 2016.** The campsite cannot be occupied until the *Campground* fee is paid in full. If the *Campground* receives the non-refundable partial payment and signed contract by October 15, each year, the *Camper* may store their camper on their campsite during the off-season, along with a reasonable number of personal recreational items (boat, trailer, picnic table, grill, etc.) provided they are properly winterized.

**Renewal** ~ The *Campground* has the right to deny renewal of any site and to change sites, as it deems necessary. Site selection may be based on size, slide outs and age of unit. If *Camper* is NOT renewing from the following season, the unit and all *Camper* belongings must be removed by October 15, each year or the *Camper* will be charged storage fees and/or a daily camping fee of \$30 per day. Commercial removal of the recreational vehicle, storage, and clean up fees will be charged to the *Camper* if he/she is not renewed and does not remove the recreational vehicle from the campground by the specified deadline date.

**CAMPER GUESTS:** Campers are welcome to have guests. Guests may stay with you in your unit or in a tent on the camper's site for no more than 2 consecutive nights. Guests must abide by all *Campground* rules and regulations. Camper will be held accountable for guests' actions and behavior.

## **CAMPGROUND FACILITIES**

**Burn-pit** ~ No dumping of any kind is allowed in the burn-pit. It is for leaves and branches only. Do not dispose of leaves in plastic garbage bags. If you are caught dumping you will receive a fine, be required to remove the object(s), and you may be evicted from the Campground immediately.

**Pets** ~ Two pets are allowed per campsite. Dogs must remain leashed when outside the camper.

**Motorized vehicles** ~ State law specifically prohibits speed in excess of ten (10) miles per hour. All campers are expected to comply with posted signs (stop, yield, etc.). Anyone driving recklessly or speeding will be given notice (camper will be issued a notice if a guest is driving recklessly). Continuing to drive in such a manner will be cause for eviction. Golf carts, motor scooter, mini-bikes, and mopeds will not be operated on *Campground* streets unless the operator is a licensed driver. Exceptions will be made for unlicensed drivers ages 14-16 ONLY if their parent/guardian is riding with them in the front seat. Golf carts must have your site/lot number in plain sight with 2-inch letters or numbers. Two golf carts are allowed per site. The golf cart may be stored on the campsite if properly covered and secured during the winter months. All golf carts must be maintained in good condition. Golf carts may not interfere with vehicle operation and parking within the *Campground*. All laws pertaining to automobiles shall apply to golf carts.

**Firearms** ~ Firearms are not to be used in the campground.

**Fireworks** ~ State legal fireworks (sparklers, cones and tubes that emit sparks, and novelty items like snakes and party poppers) will be allowed in the *Campground* on July 4<sup>th</sup> only. Use of these items must be supervised by adults and used safely in an open area that doesn't impact neighboring homes or camp sites. Use common sense, be respectful, and clean up after yourselves.

**Bulletin board** ~ The bulletin board is for the use of the *Community*. All materials must be approved, dated and posted by the *Campground*. No postings on poles or buildings in the campground without the approval of the *Campground*.

**Playground** ~ If the playground is available, the playground is primarily for the use of children under the age of twelve (12). Any child caught vandalizing, or teasing younger children will be asked to leave

the playground. An adult or appropriate baby-sitter must accompany all children under the age of six (6) years old.

**Garbage** ~ The storage, collection and disposal of refuse and garbage in the recreational camping areas shall be conducted as to create no health hazards, rodent harborage, insect breeding areas, accident or fire hazards, or air pollution. Bag all food garbage in plastic and tie shut before placing in the dumpster, to prevent odor and rodents which are drawn to the garbage area, such as skunks, raccoons etc. Dumpster is for normal daily household garbage, no large boxes, building supplies, carpets etc. *Camper* is to dispose of this type of garbage elsewhere. Garbage may be placed in dumpsters only. If a dumpster is full, do not place garbage on or around the dumpster, find an empty dumpster to place your garbage into. Bags of garbage may not be set outside your camper for any reason. Disposal or deposit of hazardous or toxic waste is prohibited. No gas, oil, batteries, or car fluids may be deposited into the dumpsters or around the dumpsters. Hazardous materials will not be disposed of by the garbage service. Disposal or deposit of furniture, barbeque grills, washer, dryers, and other large household items are NOT permitted on, in or around the dumpsters.

**Gray water** ~ No dumping of gray water onto the ground. *Campers* must utilize the dump station provided for disposal of gray water.

**Docks** ~ *Campground* does NOT have a lifeguard on duty. The docks are privately owned. In order to be on someone's dock you must receive permission from the dock owner. An adult must accompany all children on the docks after dark. Life jackets are required for young children fishing off docks. Running, diving, and/or horseplay are not allowed on the docks. All debris and toys must be removed from the docks, beach and marina area. Inappropriate behavior, intoxication or shouting on docks is not allowed. Glass is not allowed on the beach area. Jet skies, wave runners, etc. are not permitted in the marina area. Tires cannot be left in the marina area under boats or tied onto docks.

**Fish House** ~ Clean up fish cleaning facility when done with your fish cleaning and bag all fish remains. Fish cleaning house must be kept clean and all fish waste must be put into plastic bags and deposited into dumpster and cover on dumpster closed. No dumping of fish wastes into marina or dog waste stations!

**Swimming Pool** ~ *Campers* are required to abide by all rules posted in and around the pool area.

**Speed Limit** ~ It shall be unlawful for any type of vehicle to travel at a rate in excess of 10 miles per hour while within the limits of the campground. All traffic signs must be obeyed.

**Community Center** ~ The Community Center is for *Community and guest* use only. If a *Camper* wishes to use the room for special purposes (parties, etc.) he/she must reserve it with the *Campground*. The following rules apply to its use:

- a. Rules posted in the Community Center and pool area must be observed at all times and will be enforced.
- b. Any resident utilizing the facilities shall be responsible for cleaning the facility. Failure to do so will result in the resident being charged for all cleaning and maintenance performed by the *Campground*.
- c. The *Campground* reserves the right to refuse the use of any and all facilities to any person violating the terms of this agreement.
- d. The *Campground* is not responsible for lost or stolen articles or for accidents or injury to any person.
- e. Appropriate attire will be worn at all times.
- f. Activities are to be kept at an appropriate noise level as to not disturb other residents.
- g. All public parties in common areas shall end by 10:30 PM.

## **GENERAL SITE REQUIREMENTS**

1. *Camper* will be provided with campsite, water, 30-amp electric hookup, and parking spaces for two vehicles. We wish to limit the activity of cars driving within the campground, for safety of the children and not to be a bother to other campers. *Campers* must provide their own picnic table and fire ring.

2. All electric *Camper* receives at campsite must be connected to 30-amp electric pedestal provided, to ensure all electric usage is metered.
3. Only recreational camping vehicles (as defined by Stearns County Ordinance Number 187) allowed on campsites. Only steps or stairs, whose primary purpose is to allow access to a recreational vehicle, not exceeding four feet in width and 32 square feet in area are permitted. Canopies or roofs are not allowed on these structures. Steps or stairs may be constructed above the ground on posts or pilings. Permits will not be required for steps or stairs meeting the requirements of this Section. The *Camper* is responsible for parking, setting up, and hooking up their recreational vehicle.
4. *Campers* may not install buildings, additions, decks, porches, storage unit, or any other accessory structure. Only portable wooden decks are allowed and are not to exceed the length of the camper. Portable screening in of the decks must have pre-approval from the *Campground*. The *Campground* allows one portable storage shed, no larger than 48 square feet, used solely for storage purposes. Accessory storage structures shall not be used for dwelling purposes and only one structure shall be allowed per site. Accessory storage structures should be constructed of cedar, redwood, treated lumber or other rot resistance material. Shed is to be neutral colored with no rust and in good repair. *Campground* will advise as to the placement of all sheds. No fences or other permanent structures. Campsites are to remain PORTABLE at all times. All sheds must be approved by management prior to construction and requires a permit.
5. A non-conforming structure is a deck, addition, accessory storage structure or other alteration to a recreational camping vehicle or recreational camping site that does not conform to the size, construction or placement requirements of this agreement or other applicable laws, ordinances or guidelines. **Existing non-conforming structures must be brought into compliance if the recreational camping vehicle changes ownership, is sold on-site, removed or replaced.**
6. Visitors are not to use campsite if the owner is not present. Persons under 21 are not allowed to use your unit without a parent there. No subletting allowed.
7. To assure proper enjoyment of the campground, quiet time shall exist from 10 p.m. to 8 a.m. and shall require what the name implies, including no loud talking or shouting, no boisterous or intoxicated behavior, no foul language, or conduct that disturbs the other guests. Children are to be at a campsite during quiet time and are not to run about the campground, ride bikes or be on the docks after dark. *Camper* is responsible for children and all guests' behavior and for any damages they may incur.
8. *Camper* is responsible for insuring their units and all property for personal injury. ***Camper* agrees that the *Campground* is NOT responsible for any loss, property damage, or injury to campers or their guests while on *Campground* property.** The *Campground* strongly recommends that the *Camper* obtain property and personal insurance.
9. **Selling your camper procedures.** All *Campers* must receive management's approval before selling their camper on-site. If management is not notified prior to the sale of the camper, you may lose your security deposit. Management may conduct an inspection of the camper and campsite to determine if there are any issues of non-compliance with the Seasonal Camper Agreement, Campground Guidelines, and all applicable laws and ordinances. **Existing non-conforming structures must be brought into compliance if the recreational camping vehicle changes ownership, is sold on-site, removed or replaced. Non-conforming structure may either be brought into compliance by existing owner prior to sale, or by purchasing buyer within 2 years of sale date.** Prospective buyers (over the age of 18) must complete a background check, and if approved, sign a Camper Agreement with the community before using the campsite. A copy of the sales agreement must be provided to the community detailing all property and fees that are transferring to the new owner.

## **SITE APPEARANCE**

1. *Campers* shall maintain their recreational vehicles and campsites in a clean and presentable fashion at all times. Campers are to be washed and/or painted regularly as needed. No garbage or littering around unit. All improvements shall be made only upon the written approval of the *Campground*.
2. *Camper* is responsible for spring and fall raking, and all summer mowing of the site and trimming around the unit. Furniture is to be kept within your campsite. No planting of trees or shrubs. Planting of flowers on campsites is fine, but no artificial plants or flowers are allowed. Grass must be trimmed around the front, back and side of camper up to neighbor's camper, utility hook-ups, sheds, and other objects in yard. No cutting of trees or brush without permission from *Campground*.
3. No washing machines allowed in campers. Keep clotheslines up high and they should be taken down when you are not present to prevent accidents. Laundry facilities are available in Community Center.
4. Campsites shall be maintained free of accumulations of debris or other materials, which may provide rodent harborage or breeding places for flies, mosquitoes and other pests. Any firewood piles shall be neatly stacked in a manner, which does not provide for rodent harborage. Lumber, pipe, cement blocks, and other building materials shall not be stored on campsite. Areas shall be so maintained as to prevent the growth of ragweed, poison ivy, poison oak, poison sumac and other noxious weeds considered detrimental to health.
5. No digging or driving of rods, stakes, posts, pipes or any other object will be permitted unless the *Camper* first obtains written consent from the *Campground* to determine the exact location of any buried electric, water/sewer, or gas lines. *Campers* will be responsible for any damage caused by non-compliance of this rule.
6. Outdoor barbeque pits, fireplaces, and stoves shall be located, constructed, maintained and used as to minimize fire hazards and smoke nuisance, both on the campsite on which used and on neighboring property. No open fire shall be left unattended. No fuel shall be used or no material burned which emits dense smoke or objectionable odors. At no time shall garbage or refuse be burned on the campsites. Extinguish all fires upon departure. No cigarette butts are to be thrown on the ground as they do not disintegrate, and are unsightly and are dangerous for little children.

## **ENFORCEMENT**

1. The *Campground* may refuse to admit, remove or cause to be removed a *Camper* and/or *Camper* guest or other person who refuses or is unable to pay for accommodations or services; while on the premises acts in an obviously intoxicated or disorderly manner, destroys or threatens to destroy *Campground* property, or causes or threatens to cause a disturbance; if the *Campground* reasonably believes the *Camper* and/or *Camper* guests are using the premises for the unlawful possession or use of controlled substances or using the premises for the consumption of alcohol by a person under the age of 21 years old; the *Campground* reasonably believes the *Camper* and/or *Camper* guests have brought items onto the property that may be dangerous to other persons, such as firearms or explosives; violates any federal, state or local laws, ordinances, or rules relating to the *Campground*. The *Campground* may limit the number of persons who occupy a site.
2. The *Campground* may inspect every campsite as frequently as may be necessary to ensure compliance with this agreement. Whenever the *Campground* finds that an emergency exists which requires immediate action to protect the public health, it may, without notice, issue a notice reciting the existence of such an emergency and require that such action be taken as it

deems necessary to meet the emergency. Notwithstanding the other provisions of this agreement, such order shall be effective immediately.

3. A *Camper* and/or *Camper* guest who intentionally continue to occupy a campsite in the *Campground* beyond the scheduled departure date without the prior written approval of the *Campground* shall be deemed to be a trespasser.
4. **In the event that any part of this agreement is violated, agreement shall be cancelled immediately and the *Camper* forfeits all payments and deposits. The *Camper* will be notified in writing of the violation and given 48-hours to vacate property.** If evicted for contract violation, the *Camper* agrees to vacate and remove all belongings within 48-hours. *Camper* is responsible for all court costs, *Campground* attorney fees, commercial removal, storage fees and clean up charges that become necessary due to the *Camper*'s failure to abide by this Agreement. If the *Camper* does not comply with this agreement by removing the unit and all belongings within 48-hours, the *Campground* will have the unit removed and all belongings stored for 90-days following the eviction. The *Camper* may retrieve stored items by paying the *Campground* all fees associated with removal, storage, and clean up of campsite. The *Camper* will not be allowed to return to the *Campground*.
5. Written documentation, providing the name, address, date, time, and nature of complaint or request, must be given to the *Campground* if a *Camper* has a grievance. The *Campground* will contact the complainant and give a written response.
6. Vandalism, misuse of public areas, violent acts against others, drug possession are not only cause for immediate eviction, but also grounds for criminal prosecution.
7. Abandoned RVs may be sold or disposed of in accordance with Minnesota Statute.

### **WINTER GUIDELINES**

1. The *Campground* will shut off the water, and blow out our water pipes by October 15, each year. All electric breakers will be turned off to the campers by October 31, each year. If the *Campground* must completely close down the campsites for winter earlier than November 1, each year, due to weather conditions, notices will be posted informing the *Campers* of the date change. The *Campground* will not be responsible for any damages to *Camper* property during winter storage.
2. The *Camper* should flush all water pipes out, pour antifreeze into lines, disconnect unit from water riser, and disconnect unit from electric service.
3. The *Campground* will turn the electric service on by April 1, each year. The water will be turned on by May 1, each year, weather permitting.

Clearwater Forest rules and regulations may be changed and/or updated periodically as the circumstances, or local, state or federal laws require. All changes of the rules and regulations shall be in strict accordance with all state and Federal laws regarding the notice and change requirements inherent in such legislation. In the event any campground guideline, rule or regulation is in conflict with any existing law, the law shall prevail on any such given rule or regulation, but all others shall remain in full force and effect.

**SITE NUMBER:** \_\_\_\_\_

**RECREATIONAL VEHICLE INFORMATION**

PLEASE PRINT---PLEASE PRINT---PLEASE PRINT---PLEASE PRINT

**Site Number:** \_\_\_\_\_

**Make:** \_\_\_\_\_ **Model:** \_\_\_\_\_ **Size:** \_\_\_\_\_

**Serial Number:** \_\_\_\_\_ **License:** \_\_\_\_\_

No person shall interfere with the quiet enjoyment of *Campers* in the Community. Should any section, paragraph, sentence, clause, phrase or portion of this agreement be declared invalid for any reason, the remainder of said agreement shall not be affected thereby. *Campground's* decisions or that of the appointed representative will prevail in enforcing all the above conditions. I have read the contract and agree to abide by the conditions set. Signing contract obligates *Camper* for the full season.

***Camper Signature*** \_\_\_\_\_ ***Date*** \_\_\_\_\_

***Print Name*** \_\_\_\_\_ ***Date of Birth*** \_\_\_\_\_

***Address*** \_\_\_\_\_

***City*** \_\_\_\_\_ ***State*** \_\_\_\_\_ ***Zip*** \_\_\_\_\_

***Home Phone number*** \_\_\_\_\_ ***Emergency number*** \_\_\_\_\_

***E-Mail Address*** \_\_\_\_\_

***Additional Camper (Print First / Last Name)*** \_\_\_\_\_ ***Date of Birth*** \_\_\_\_\_

***Additional Camper (Print First / Last Name)*** \_\_\_\_\_ ***Date of Birth*** \_\_\_\_\_

***Additional Camper (Print First / Last Name)*** \_\_\_\_\_ ***Date of Birth*** \_\_\_\_\_

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***Additional Camper (Print First / Last Name)*** \_\_\_\_\_ ***Date of Birth*** \_\_\_\_\_

***Campground Approval Signature*** \_\_\_\_\_ ***Date*** \_\_\_\_\_