

# 2025 Seasonal Camping Agreement Terms & Conditions

(Updated: July 1, 2024)



# 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.

# CAMPGROUND

- As used in this CONTRACT, the term CAMPGROUND means the premises of Castle Rock Lake Campground, LLC dba Castle Rock Lake Campground, located at N10038 County Rd.
   G. Necedah, WI 54646. 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 on the Seasonal Camping Application, and their approved 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 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.
- 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 at all times. 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 pond or bathhouse, 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 all of the above-mentioned prohibited areas. Per health codes service animals are not allowed in the pool. 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:
  - 1. CAMPER will occupy the CAMPSITE in a safe, orderly, lawful, clean, cooperative, and respectful manner.
  - 2. CAMPER will perform all duties under this Agreement and see that all CAMPER'S GUESTS do so.
  - 3. Camper shall maintain liability and hazard insurance coverage on their CAMPING 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.
  - 4. CAMPERS and GUESTS shall abide by all directions of CAMPGROUND staff and shall obey all signs and signals on the CAMPGROUND.
  - 5. The CAMPER will not have GUESTS 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 except when a GUEST agreement and fee is completed and paid before the season.
  - 6. CAMPERS may place up to one (1) tent per CAMPSITE if space allows. Tents may NOT be secured with ground stakes longer than 6 inches. 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.
- 7. The CAMPER acknowledges receipt of the Rules, Regulations & Expectations for Seasonal Campers and additional addendums. Camper agrees to follow the all rules, including any additional or revised rules or policies and is fully responsible for all of their GUESTS within the CAMPGROUND.
- 8. The CAMPER agrees not to install or place any objects that require ground stakes without permission from the CAMPGROUND.
- 9. The CAMPER agrees not to install nails, screws or anchors into tress on the campsites without permission from the CAMPGROUND.
- 10. 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.
- 11. "For Sale" or "For Free" signs, or signs with similar intent, are not allowed to be placed by CAMPERS anywhere on the CAMPGROUND property.
- 12. CAMPER shall pay CAMPGROUND for personal property tax assessed by the county on porches, decks, sheds, etc.
- 13. 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.
- 14. 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.
- 15. All invoiced items and services are due within 10 days or may be assessed a late fee of \$25.00.
- 16. CAMPER must have a valid, monitored email address on file for CAMPGROUND communication. CAMPGROUND is not responsible for undelivered emails, bounced emails or emails delivered to a "Junk" mailbox or to an unmonitored email account. No communication will be mailed to CAMPERS.
- 17. 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.
- 18. CAMPGROUND recommends that CAMPERS provide a duplicate key for their CAMPING UNIT with the CAMPGROUND during the OPEN season and, if the CONTRACT is renewed for the following season, while the CAMPGROUND is CLOSED.



19. 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 <u>not a residence</u> 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. <u>Under no circumstances may any person lodge at the CAMPGROUND for more than eight out of the previous 12 months</u>.
- 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 may impose penalties on or 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, CAMPERS, and GUESTS.
- 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.
  - 2. CAMPERS or GUESTS are not tenants.
  - 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, without refund.
  - 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.
  - 6. CAMPERS are given written notice that if they abandon the premises, the CAMPGROUND will not store the CAMPERS' personal property and/or CAMPING UNIT. Leaving a CAMPING UNIT at the CAMPGROUND after the deadline for removal constitutes abandonment unless the CAMPER has executed a successor Seasonal Camping Agreement.

# 5. SEASON



A. The CAMPGROUND has the following schedule for the regular season for Seasonal CAMPERS for 2025 and winter storage.

1.	Seasonal Camping Agreement Due	August 5, 2024
2.	2025 deposit Due - \$600	August 5, 2024
3.	Campground CLOSED	Oct 20, 2024 to Apr 12, 2025
4.	SET-UP ACCESS	April 5 to 11, 2025
5.	Campground OPEN	April 12 to October 19, 2025
6.	CONTRACT Expiration	October 19, 2025
7.	Deadline for Removal (Non-Renewing CAMPERS)	October 19, 2025

- 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 CONTRACT 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.
- 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. OPEN means the CAMPGROUND will be available for CAMPERS to enjoy the CAMPGROUND'S LODGING.
- E. The DEADLINE FOR RENEWAL for 2025 is <u>August 5, 2024</u>, CAMPERS must sign and return the 2025 Seasonal Camping Agreement to the CAMPGROUND and pay FEES that are due. The CAMPGROUND may make the CAMPSITE available to other CAMPERS if the 2025 Agreement and FEES are not received by this date.
- F. DEADLINE FOR REMOVAL: October 19, 2025. If a CAMPER does not renew for 2026, 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. CAMPERS acknowledge they have had the opportunity to inspect the CAMPSITE and accept its condition as-is.
- B. 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.
  - 4. A parking area which may be used for up to two (2) VEHICLES of the CAMPERS or GUESTS as space allows.
  - 5. Space on which the CAMPERS may place one (1) storage shed, which must be 2024 Castle Rock Lake Campground is independently owned and operated by Castle Rock Lake Campground LLC.



constructed of vinyl or resin and may not be larger than 8 feet by 8 feet by 7 feet, without written permission.

- 6. CAMPERS may not place any structures (including porches or patios) without approval by the CAMPGROUND before it is constructed. Construction may require a local building permit. CAMPERS, and not the CAMPGROUND, are solely responsible for complying with building permit requirements.
- 7. 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.
- 8. The right to place a table and reasonable number of chairs and umbrella on the CAMPSITE.
- 9. A location, which shall be approved by the CAMPGROUND, on which the CAMPERS may place a CAMPING UNIT.
- 10. 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.
- 11. 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.
- 12. Long-term storage of trailers and boats is only allowed in designated areas. 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.
- 13. hand watering grass is allowed, no sprinklers allowed.
- C. 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.
- D. 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.
- E. 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.
- F. 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.
- G. 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.

- H. 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.
- I. CAMPERS may use the CAMPING UNIT to perform remote work. No commercial or business meetings or other activity which requires customers or associates to come to the CAMPGROUND are permitted.
- J. CAMPERS may not solicit other CAMPERS for any purposes.

## CAMPING UNIT

- A. The CAMPERS may place on the CAMPSITE a single trailer, motorhome, or other recreational vehicle which has been approved by the CAMPGROUND and which is specified in this CONTRACT. That trailer, motorhome, or other recreational vehicle is known in this CONTRACT as the CAMPING UNIT. The wheels of the RV must remain on the CAMPING UNIT. The tow bar may be removed but shall be stored at the CAMPING UNIT.
- B. The CAMPERS may not replace a CAMPING UNIT without approval by the CAMPGROUND. All RVs must be currently registered with the state in which they are titled and bear a current registration sticker.
- C. The CAMPERS may place only the CAMPING UNIT that was listed on their application on the CAMPSITE.
- D. The CAMPGROUND does not allow any CAMPING UNIT to be more than 20 years old. CAMPER agrees that any CAMPING UNIT that will be more than 20 years old will be replaced prior to the start of the SEASON unless an appropriate extension has been requested and approved by the CAMPGROUND.
- 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.
- 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 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.
  - 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 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, except when a GUEST agreement and fee is completed and paid before the season.
  - 6. Each GUESTS staying at the CAMPGROUND past 10pm will be charged a \$10 fee.
  - 7. GUESTS bringing pets to the CAMPGROUND must show proof of current rabies vaccine.
- 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.
- 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. Electric golf carts, AVT/UTVs, in good working order. (no gas powered golf carts)
- 2. Pedal-powered and electric bicycles.
- 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.
- F. Parking passes are required to be displayed in all VEHICLES parked in the CAMPGROUND at all times. Parking passes are transferrable and may be used in any vehicle parked at a campsite, and are not tied to any specific vehicle, as long as the maximum number of vehicles on a campsite is less than two (as space permits).
  - 1. One parking pass, up to two, is included per registered CAMPER on the camping agreement. Additional parking passes may be purchased for additional fee:
    - a. \$25.00 for the first extra pass
    - b. \$75.00 for the additional extra pass
  - 2. Maximum four parking passes will be issued to seasonal sites.
  - 3. Parking passes may be transferred between vehicles.

## 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.
- F. CAMPERS are responsible for the conduct of their GUESTS and are required to share the RULES and expectations of the CAMPGROUND with their guests.



#### 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. CAMPERS 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 pond
  - 2. Picnic areas.
  - 3. Laundry.
  - 4. Waste Disposal.
  - 5. Public Bathrooms.
  - 6. Playground.

## 12. TERMINATION REMOVAL

- A. This Agreement terminates upon the earlier of the following: (1) The date on which the CAMPGROUND ends a CAMPER's agreement under section 4; (2) If a CAMPER has not executed a Successor Seasonal Camping Agreement, the Deadline For Removal under section 5-G; or (3) such other date as is agreed in writing between CAMPER and the CAMPGROUND.
- B. REMOVAL OF CAMPER OR GUEST.
  - 1. Whenever a CAMPER or GUEST is directed to leave the CAMPGROUND, the CAMPER or 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.
  - 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.

# C. 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 CAMPGROUND, 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.
- 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. 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. In addition, CAMPERS shall be liable for all expenses incurred by CAMPGROUND in relocating the CAMPING UNIT and clearing the CAMPSITE.
- 4. 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. The CAMPGROUND's disposition of the CAMPING UNIT shall be final. CAMPER shall have no recourse against CAMPGROUND or right to receive the proceeds from any sale of the CAMPING UNIT.
- D. 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.
- E. 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.
- F. 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. Payments in any amount can be made after the deposit is paid on August 5, 2024 and before the balance is due on March 1, 2025

1.	Seas	sonal Lodging	Fees. D	eposit Due	August 5, 2024	. Balance Due	e March 1	, 2025
	a	Premium v	vaterfror	nt Sitas 08.	106 (Water/Se	wer/Flectric S	itae)	\$ 3 376 NO

a.	Tremium waternont oftes 30-100 (Water/Sewer/Electric oftes)
b.	Waterfront Sites 107-113 (Water/Sewer/Electric Sites):\$ 3,165.00

- c. Site and a half Sites 204-206 (Water/Sewer/Electric Sites): .....\$3,165.00
- d. Double Sites 301/302, 305/306, 310/311 Water/Sewer/Electric Sites)\$ 3,798.00
- e. Full hookup sites (Water/Sewer/Electric Sites) ......\$ 2,848.50



- 2. Electricity. Electricity is billed directly from the power company, Alliant Energy. Meters must be placed in CAMPERS name before the start of the season.
- 3. Water......Included
- 4. Sewer (Full Hook-up Sites)......Included
- Pets. Two pets are included in Seasonal Lodging Fees. Non-refundable fee of \$150.00 required for campers who register and keep a third pet at the CAMPGROUND (Pet Waiver and vaccination records required on file for all pets at the campground.)
- 6. 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.)
- 7. Add-a-room fee is \$100 per season due March 1st, when balance is due.
- 8. GUESTS fee is \$10/GUEST/night
- 9. 2025 seasonal deposit of \$600 is due August 5, 2024.
- 10. Balance must be paid in full before March 1, 2025. Payments can be made from August 5, 2024 until March 1<sup>st</sup>, 2025 as long as balance is paid in full before March 1, 2025.
- 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. 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.
- D. 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.
- E. 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.

# F. 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.

# c. 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:
  - i. To the CAMPGROUND, if a written notice was given to a CAMPGROUND agent or the office manager at the CAMPGROUND office during business hours.
  - ii. 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.

### d. 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 Juneau, 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 Mauston, Wisconsin, the County Seat of Juneau County.



## e. AGENTS

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

Alex and Jessica Wodlarski, owners

Castle Rock Lake Campground, LLC

8383 Stonegate Rd. Norway, WI

(608) 475-4466

Camp@castlerocklake.org

Castlerocklake.org

# f. 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.

# g. SIGNATURES

By signing this Agreement, I hereby acknowledging that all Campers, occupants, and family members, guests and invitees have read and understand the Castle Rock Lake Campground, 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, and addendums

Site Number:		
CAMPER name:		
CAMPER Signature:		
CAMPER name:		
CAMPER Signature:		