

WOODSONG RV RESORT SEASONAL CAMPING AGREEMENT

Woodsong RV Resort 2186 Empire Street Ogilvie, MN 56358

www.woodsongrvresort.com tex@woodsongrvresort.com 320-272-4300

Woodsong RV Resort, located at 2186 Empire Street, Ogilvie, MN 56358, agrees to make site _____ available for use by Camper during the 2025 camping season, subject to the terms and conditions of this agreement and to pay the amount indicated below for use of this RV site by the nuclear family under the terms and conditions of this agreement and the Seasonal Operating Policies which are a critical part of this agreement and are attached hereto as Addendum 1.

Camper acknowledges having read and understood this agreement and the Seasonal Operating Policies and agrees to abide by these policies and rules during Camper's use of Woodsong RV Resort, and understands that a violation of the rules is a breach of this agreement and grounds for termination of the agreement without refund regardless of when during the season these violations occur.

Name:			
Street:	circle one		
City: State:	Zip:		
Cell: ()	Cell: ()		
Guest Name	Guest Name Email:		
RV Manufacture Date/Model/Length:	:		
Vehicle #1:	Color: Plate:		
Vehicle #2:	Color: Plate:		
**Boat Description:	Registration #:		
Valid Credit Card Number: -	Exp: CVC:		

The following individuals are members of the Camper's *nuclear family (dependents) and are to be listed as "Seasonal Guests". If you have more than four children living at home additional charges may apply.

<u>Name</u>		<u>Cost</u>
i	Child's age	\$ -0-
ii	Child's age	\$ -0-
iii.	Child's age	\$ -0-
iv.	Child's age	\$ -0-
V.	Child's age	\$
vi.	Child's age	\$

^{*}Adult children and/or their families cannot be added as Seasonal Guests but would be required to have their own site. One nuclear family may not have multiple sites.

Site Clean-up Upon Departure

\$200.00

This deposit will be refunded upon Woodsong RV Resort's inspection and approval of site clean-up completion within 21 days. Visual inspection required with departing Camper. Site must be left in a clean and orderly manner with no refuse, personal belongings, infrastructure or damages. A fee of \$10 per day will be charged if site is not cleaned up and all property removed by September 30th. Site clean-up fee will be used to offset any non-paid bills. Gate cards must be returned prior to deposit being refunded.

Camper/Seasonal Guest Recognizes:

- The agreement is not a lease, you are not a tenant, the campground (Divine Ventures, LLC dba Woodsong RV Resort) is not a landlord.
- The Camper/Seasonal Guest is subject to immediate removal without any judicial process such as an eviction and there is no right to agreement renewal. Camper/Seasonal Guest refusing to leave the campground as directed is liable for liquidated damages of \$100 per day plus all attorneys' fees incurred in removing the camper/seasonal guest.
- The Camper/Seasonal Guest has inspected the site and accepts its condition.
- The Campground has the right to direct the Camper/Seasonal Guest to remove anything deemed not in the best interest of the campground.
- Camper/Seasonal Guest shall pay all attorneys' fees incurred to enforce this agreement.
- Camper/Seasonal Guest acknowledges that the Campground may take photographs and videos at anytime throughout the campground, including but not limited to photos and videos of people, facilities, camping units and events and may publish them in print or electronically for any lawful purpose including publicity, illustration, advertising and web pages.

Mission Statement and Lodge Hours

Our mission is to provide a clean, safe and relaxing place for our Campers. We are not here to provide adult or child entertainment or babysitting services. Activities are executed at our discretion and pleasure and are subject to change or cancellation at any time.

The Lodge is open:

- Friday 1 pm 9 pm;
- · Saturday 10 am 9 pm;
- Sunday 10 am 3 pm.
- We are closed during the week.

^{**}All boats and their trailers (does not include RVs) stored at Woodsong must have a Woodsong vehicle sticker posted on the trailer tongue. Stickers will be provided when the agreements are signed and should be attached to stored trailers. Unregistered boats are fined \$150.

Financial Details

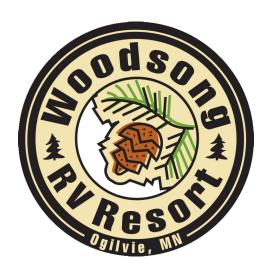
Plan on rates increasing each year to A) maintain the park; B) improve the park; C) accommodate for inflation, and; D) cover general cost increases (property taxes, insurance, wages, etc.)...

Agreements are due prior to the end of Labor Day weekend (Sept 2nd @ 3 pm). Late Agreements incur a late fee of \$50. First payment is due September 15th. Late payments add \$50.

Nuclear Family	late fee of \$50. First payment is due Septe	ember 15th. Late	late fee of \$50. First payment is due September 15th. Late payments add \$50.				
2nd Payment (25%) due September 15, 2024 \$	Additional fees		200.00 (Applied First Season Only)				
2nd Payment (25%) due September 15, 2024 \$							
2nd Payment (25%) due November 15, 2024 \$	Payments on this agreement shall be made as follows by check:						
3rd Payment (25%) due April 15, 2025 4th Payment (25%) due April 15, 2025 ** Payments made via credit/debit card will incur a 5% processing charge ** • A \$50 late fee is incurred if payment is not received prior to the schedule above. • Payments not received after 14 days will be automatically charged to the on-file credit/debit card and will include the late fee and a 5% processing charge. If credit/debit card is declined or invalid, contact will be attempted to rectify the issue and collect payment. If after 7 days the Seasonal Guest does not contact Woodsong and make payment, a 10% fee of the outstanding balance will be added. Access to Woodsong will be denied until full payment is made. • Multiple missed payments are treated separately with the aforementioned fees. • Payments provide a location for 2024/2025 winter storage of Camper's RV; and, • Reserve the campsite for Camper's use during the 2025 Camping Season. • Any and all payments made are not refundable at any time for any reason. • If payment in full is not made by April 15, 2025, Camper agrees that Woodsong RV Resort may, at their option, remove the RV from the site and enter into agreement with a different party for use of the site without refund or further notice to the Camper. I have read Woodsong's Rules and Seasonal Operating Policies and understand that failure to abide by these rules and policies is grounds for termination of this agreement and camping permit without refund at any time. I will immediately depart if my agreement and permit is terminated for any reason. Seasonal Guest Woodsong Owner (Signature) Divine Ventures, LLC dba Woodsong RV Resort	1st Payment (25%) due September 15, 2024	\$	_				
4th Payment (25%) due April 15, 2025 \$	2nd Payment (25%) due November 15, 2024	\$	_				
A \$50 late fee is incurred if payment is not received prior to the schedule above. Payments not received after 14 days will be automatically charged to the on-file credit/debit card and will include the late fee and a 5% processing charge. If credit/debit card is declined or invalid, contact will be attempted to rectify the issue and collect payment. If after 7 days the Seasonal Guest does not contact Woodsong and make payment, a 10% fee of the outstanding balance will be added. Access to Woodsong will be denied until full payment is made. Multiple missed payments are treated separately with the aforementioned fees. Payments provide a location for 2024/2025 winter storage of Camper's RV; and, Reserve the campsite for Camper's use during the 2025 Camping Season. Any and all payments made are not refundable at any time for any reason. If payment in full is not made by April 15, 2025, Camper agrees that Woodsong RV Resort may, at their option, remove the RV from the site and enter into agreement with a different party for use of the site without refund or further notice to the Camper. I have read Woodsong's Rules and Seasonal Operating Policies and understand that failure to abide by these rules and policies is grounds for termination of this agreement and camping permit without refund at any time. I will immediately depart if my agreement and permit is terminated for any reason. Seasonal Guest Woodsong Owner (Signature) Divine Ventures, LLC dba Woodsong RV Resort	3rd Payment (25%) due February 15, 2025	\$	_				
Payments not received after 14 days will be automatically charged to the on-file credit/debit card and will include the late fee and a 5% processing charge. If credit/debit card is declined or invalid, contact will be attempted to rectify the issue and collect payment. If after 7 days the Seasonal Guest does not contact Woodsong and make payment, a 10% fee of the outstanding balance will be added. Access to Woodsong will be denied until full payment is made. Multiple missed payments are treated separately with the aforementioned fees. Payments provide a location for 2024/2025 winter storage of Camper's RV; and, Reserve the campsite for Camper's use during the 2025 Camping Season. Any and all payments made are not refundable at any time for any reason. If payment in full is not made by April 15, 2025, Camper agrees that Woodsong RV Resort may, at their option, remove the RV from the site and enter into agreement with a different party for use of the site without refund or further notice to the Camper. I have read Woodsong's Rules and Seasonal Operating Policies and understand that failure to abide by these rules and policies is grounds for termination of this agreement and camping permit without refund at any time. I will immediately depart if my agreement and permit is terminated for any reason. Seasonal Guest Woodsong Owner (Signature) Divine Ventures, LLC dba Woodsong RV Resort	4th Payment (25%) due April 15, 2025 ** Payments made via credit/debit card will	\$incur a 5% proc	or remaining amount due essing charge **				
If payment in full is not made by April 15, 2025, Camper agrees that Woodsong RV Resort may, at their option, remove the RV from the site and enter into agreement with a different party for use of the site without refund or further notice to the Camper. I have read Woodsong's Rules and Seasonal Operating Policies and understand that failure to abide by these rules and policies is grounds for termination of this agreement and camping permit without refund at any time. I will immediately depart if my agreement and permit is terminated for any reason. Seasonal Guest Woodsong Owner (Signature) Divine Ventures, LLC dba Woodsong RV Resort	 Payments not received after 14 days will be automatically charged to the on-file credit/debit card and will include the late fee and a 5% processing charge. If credit/debit card is declined or invalid, contact will be attempted to rectify the issue and collect payment. If after 7 days the Seasonal Guest does not contact Woodsong and make payment, a 10% fee of the outstanding balance will be added. Access to Woodsong will be denied until full payment is made. Multiple missed payments are treated separately with the aforementioned fees. Payments provide a location for 2024/2025 winter storage of Camper's RV; and, Reserve the campsite for Camper's use during the 2025 Camping Season. 						
rules and policies is grounds for termination of this agreement and camping permit without refund at any time. I will immediately depart if my agreement and permit is terminated for any reason. Seasonal Guest Woodsong Owner (Signature) (Printed Name) Divine Ventures, LLC dba Woodsong RV Resort	 If payment in full is not made by April 15, 2025, Camper agrees that Woodsong RV Resort may, at their option, remove the RV from the site and enter into agreement with a different party for use of the 						
(Signature)(Printed Name) Divine Ventures, LLC dba Woodsong RV Resort	rules and policies is grounds for termination of this agreement and camping permit without refund at any						
(Printed Name) Divine Ventures, LLC dba Woodsong RV Resort	Seasonal Guest	Wood	song Owner				
Divine Ventures, LLC dba Woodsong RV Resort	(Signature)						
Woodsong RV Resort	(Printed Name		· Ventures, LLC dba				
	(Signature)						

(Printed Name)





WOODSONG RV RESORT SEASONAL CAMPING ADDENDUM 1

Woodsong RV Resort 2186 Empire Street Ogilvie, MN 56358

www.woodsongrvresort.com tex@woodsongrvresort.com 320-272-4300

Seasonal Operating Policies

A basic seasonal agreement includes one RV site with access to water, electricity, sewer and space for <u>one</u> <u>actively used boat</u> from May 1st through September 30th and up to two (2) gate cards (lost gate cards are \$25 to replace). Picnic tables are NOT provided. Onsite storage for the RV and space for one boat, is available for the winter months prior to the agreed Camping Season. Basic trash service is also included.

1. CAMPING SEASON

- The annual "season" is May 1 to September 30.
- The seasonal fee allows Seasonal Guests access to the RV Resort and use of available facilities/ utilities anytime during this period.
- As a courtesy to Seasonal guests, the RV Resort gates may be opened by April 15th of the seasonal
 year, weather conditions permitting. Road conditions are cause for access delays.
- You are welcome at Woodsong any time after this date for cleanup and preparation of your campsite.
- You may spend the night in your RV, if you choose, but full facilities may not be available until weather
 permits. Facilities/utilities will be available on the following tentative schedule and subject to
 weather conditions. Weather delays do not result in refunds or credits of agreement payments.
- Seasonal guests who have signed agreements for the 2025 camping season may continue to use their RVs until Woodsong closes October 15th. Water will be shut off for winterization after October 2nd.

RV Resort Gates Open May 1st
Electricity Year-round
Water May 1st
Lodge Facilities 2rd weeken

Lodge Facilities

Pool / Hot Tub Opens

Pool / Hot Tub Closes

Labor Day Weekend

Lodge / Bathroom Facilities Close

Begin winterization (no water)

And weekend in May

Memorial Day Weekend

Labor Day Weekend

September 30th

October 6th

2. CAMPING AT YOUR OWN RISK

- Each Seasonal Guest must maintain their own liability insurance coverage and is meant to cover the Seasonal Campers and their guests for personal injury, loss and/or property damage.
- The Seasonal Guests accepts camping privileges with the understanding that they hereby release Divine Ventures, LLC dba Woodsong RV Resorts (Woodsong or Camper), its officers and employees, of all liability for loss or damage to property and injury to person, family and/or guests arising out of their use of Woodsong RV Resort and facilities, and agrees to indemnify Woodsong, its officers and employees, against claims resulting from loss or damage to property or injury to the person or any member of the family or any visitor or guest of the registered camper arising out of the use of its camping facilities.
- Damages or losses caused by electrical outages, wind, rain, lightning, hail or any other weather condition are not the responsibility of Woodsong, but to be covered under Campers insurance.
 8/15/24 Woodsong RV Resort Seasonal Site Agreement for 2025 5 of 11

 Minnesota statue 604A.21 grants the campground immunity from liability for the inherent risks of camping activity. Camper/Seasonal Guest accepts the inherent risks of camping and is aware they will be unable to recover damages against the campground for any and all inherent risks.

3. CONSIDERATION OF OTHER RESIDENTS AND CAMPERS

- Quiet hours are from 11 PM to 8 AM daily and will be strictly enforced.
- Seasonal guests are responsible to see that all guests on their campsites observe quiet hours.
- Large parties with excessive noise are not allowed, nor is offensive or unseemly language.
- Music must be unheard from more than 30 feet away.

4. RVs, VEHICLES, DECKS, STORAGE BUILDINGS, AND LANDSCAPING

Recreational Vehicles

- RVs placed at Woodsong must be in great condition;
- Not more than 10 years old (based on manufacture date); and,
- Approved by Woodsong prior to placement on the agreed space.
- RVs older than 10 years, but still in great condition, shall be permitted for the current guest but shall be removed when the current guest terminates their site agreement.
- Guest will incur fines for not removing the RV at the conclusion of their agreement.
- Woodsong shall be the sole determining entity as to which RVs are acceptable, regardless of age.
- Seasonal guests may place or remove an RV on a agreed site anytime between April 15th and October 15th, weather and soil conditions permitting.
- Woodsong shall have final approval of the placement of your RV on the agreed site. There must be a minimum of 16" clearance between the camper and any/all utilities.
- The site is agreed to be used conditionally on the placement of an approved RV. It may not be used for other purposes.
- Seasonal guests may temporarily remove their RVs during the camping season for travel or repairs.
 Please inform Woodsong as to the circumstances and time frames. If an RV is off-site for more
 than 14 days without the requisite notice, or status inquiries are ignored by the Seasonal Guest for
 14+ days, the Seasonal Guest may be deemed to have abandoned the site and the site may be
 rented to other individuals with no refunds provided.

Boats, Extra Vehicles and Trailers

One boat may be stored in the boat storage lot. You may keep your boat on your site while you are staying in your RV as long as the boat does not interfere with roads, lawn maintenance, or others' use of Woodsong. Boats should be stored in the boat storage lots when you are not in residence. Daily fines of \$5 (or more) may be applied for storage of boats on your site while not at Woodsong. Pontoon boats shall be parked on the northern section of boat storage and all other boats utilizing the western section of boat storage. Any extra vehicles and/or trailers that are atypical must stored in boat storage and require advance approval. Boats stored on the property must be actively used. Unused boats may not be stored on the property and are subject to a minimum daily fine of \$7.50.

Other Personal Property

Storage buildings, decks, screened enclosures and other personal items (including satellite dishes) are allowed on your site as long as the Seasonal guest obtains approval from Woodsong prior to installation. Installation without approval results in a \$250 fine and will require personal property to be corrected to meet Woodsong guidelines and code.

- Personal property must be more than 10 feet from any neighboring personal property.
- Any additions, changes and/or alterations in decking, storage units, covered porches, patios, etc...
 must be pre-approved.
- Decks elevated more than 12" from ground level are required to have lattice of high quality encircle the entire deck that is visible from public view.
- One storage building permitted per site. Storage building shall be less than 100 square feet, and may not be used as sleeping quarters.
- Decks, sheds, screen porches and patios remain the property of the Seasonal guest and may be sold
 or removed when the agreement is terminated. They should also be high quality and in good
 condition.
- Woodsong is required to provide the county assessor with the names and addresses of Seasonal Residents. Seasonal guests will be taxed directly from Kanabec County for personal property (decks, storage buildings, etc). If Kanabec County taxes Woodsong in error for such structures, Seasonal guest agree to reimburse Woodsong for such expenses.

- All RVs must have current license tabs clearly displayed. Park model RVs should not have a motor vehicle license. See the Kanabec County website for more information on taxation of recreational vehicles.
- All personal property must be located on your site, between the power pedestals, and behind the front
 of your trailer.

Semi-Permanent Screen Porches

Screen porches, constructed from wood using a tin roof rather than aluminum struts and vinyl roof, must adhere to the following rules and procedures:

- Scaled drawings submitted and approval required prior to any construction;
- Additional security deposit of \$300 required;
- Screen Porch may not exceed length of trailer, height of trailer, exceed more than 16' in width and must not come within 10 feet of neighboring property; permanent footings not permitted;
- Porch must remain open or use screens only windows not allowed;
- Sheet metal roofing must be purchased from Milaca Building Center and be colors: Carlsbad Canyon (item#:10); Taupe (item#:74); Brown (item#:12); or Burnished Slate (item#:49). It must be Classic Rib Panel. Copy of receipt required prior to installation;
- Screen Porches must be removed at completion of stay at Woodsong; Buyers of semi-permanent porches must deposit \$300:
- Porch and screens must be in good repair at all times; removal of porches may be required at anytime at request of Woodsong owner;
- Adhere to these rules to avoid heavy financial fees.

Landscaping

Landscaping is not considered personal property. To maintain the appearance of the campsites, plants, rocks, retaining walls, permanent fire rings, patios, etc., must remain with the site when you terminate your agreement or move to another site. They may not be sold or removed unless you have specific provisions written into your agreement agreement allowing you to remove such items.

5. RV AND VEHICLE STORAGE

Seasonal guests may store their RVs and one boat at Woodsong from October through April if:

- A signed agreement is in effect with Woodsong for the following Camping Season; and.
- All terms and conditions of the agreement have been met and Camper is not in default on any
 provisions of this agreement.
- Stored boats must be registered on your agreement and clearly display a Woodsong issued parking sticker.
- Unregistered trailers and vehicles may be subject to additional fees.
- Seasonal Residents who are not renewing their agreements for the next Camping Season must remove their RVs and other personal property prior to October 1 of the current camping season to avoid charges for non-reserved storage and removal from the site by Woodsong. Camper agrees that any personal property including RVs, Boats, and trailers that is left for a period of 6 months after the expiration of an agreement may be considered abandoned and can be sold by Woodsong to satisfy unpaid rental charges.
- There is no access to trailers or vehicles during the winter.

6. UTILITIES

- A device to prevent water back flow from your RV to the water system is required by law (back flow
 prevention device, aka, BPD) and is your responsibility to provide and be installed on the spigot at
 your site at all times. You may not remove this device. If a device is missing they will be reinstalled at your expense (device, plus labor).
- Seasonal guests are responsible for paying for electricity used. Woodsong charges a flat rate per kilowatt-hour for power consumption. Electrical bills will be ready for payment after the 1st of the month. Credit/Debit card payments are subject to a 5.00% processing fee. Electric not paid within 30 days will be automatically charged to the on-file credit card, plus 5.00%.
- Unpaid electric that cannot be charged to the on-file credit/debit card will result in electric access being denied:
- Four inch schedule 40 PVC should be used to connect the RV to the sewer line. A "sealing" type connector is required between your RV and the sewer pipe in the ground. The PVC may not extend into the sewer line more than 4 inches. DO NOT PUT FLEXIBLE PIPE DIRECTLY INTO THE SEWER SYSTEM AS IT WILL BLOCK THE SEWER FOR YOUR NEIGHBORS "UPSTREAM".

7. "SEASONAL GUEST" AND "VISITOR" DEFINITION

- "Seasonal guests" shall mean the nuclear family:
 - Members of the guest's immediate family (spouse or live-with partner and children under the age of 19 living at home);
- Siblings, friends, adult children, parents and/or grandchildren of the Seasonal Guest do not qualify as
 registered seasonal guests. Woodsong shall determine who shall be listed as a "Seasonal guest"
 or be deemed a "visitor" based on family circumstances.
- "Visitors" shall mean all other individuals whom you may invite to visit your campsite and/or stay overnight at your campsite regardless of their relationships to the Seasonal guest. Visitors are allowed on an occasional basis only.

Seasonal Guests RV Resort Use

- The seasonal fee pays for use of the RV Resort and all facilities for family members listed in this agreement as "Seasonal Guests". Children may not be left unattended on Woodsong property.
- There is an additional charge for a tent or camper placed on a seasonal site. It is called "Piggybacking" and is \$25 per night. Piggybacking may only be used in the event there are no nightly/ weekend sites available and Woodsong must approve each piggyback.

Visitors RV Resort Use

All visitors must be registered with Woodsong *prior* to admittance. Your visitors must register at the office, or you may register for them (via phone call or text message) if they are coming at a time when the office is closed. Visitors allowed only while Seasonal Guest is on-site.

- <u>Visitors are FREE to visit.</u> Fees may be charged for visitors:
 - o If visitors fail to register upon arrival at Woodsong (\$7.50 per person). A two vehicle limit for visitors at your site will be enforced.
 - o Exceeding 5 mph: \$5.00 first violation; \$25 second violation; \$50 3rd violation;
 - o Registered Visitors staying at your site in tent or RV \$25.00 per day
 - o Unregistered Visitors staying in your RV, in tent or RV \$50.00 per day
 - o Visitors staying in your RV when you are absent requires advance written permission (7 days prior to scheduled arrival) from Woodsong. **Sites/RVs may not be sublet.**
 - o Fees will be billed to and paid by the Seasonal Guest should visitor refuse to pay.

8. SITE MAINTENANCE

Woodsong is responsible for mowing the general use areas and will mow your site up to the hitch in front of your camper.

- Seasonal guests are responsible to trim and mow around their camper and behind the hitch and any added landscaping (planters, flag poles, chairs, tables, etc...). Please trim items in front of hitch to maintain a nice appearance.
- To maintain a well-groomed appearance, Seasonal guests are required to mow and trim their sites at least every other week. If site maintenance is not completed as required, Woodsong will charge the going market rate each time a mow and/or trim is required to maintain a well groomed appearance.
- Please make sure the grass area in front of your hitch is free of mowing obstructions, especially dog leashes and chains. Fire rings are to be free of litter upon departure of Woodsong.
- If tree trimming or removal is necessary on your site, you may be required to move your camper, deck
 or storage building to shield them from potential damage. Do not remove trees on your site without
 obtaining permission in advance from Woodsong. Removing or cutting trees/branches without
 permission will result in a fine of \$350 per tree and/or \$25 per branch.
- Never dump ash or leaves on land adjacent to Woodsong. Dispose of them properly. When placing
 ash in the dumpster, be sure it's cool. Warm ashes are a fire hazard.
- Recreational vehicles, building structures and decks must be washed when necessary and always
 maintained in good condition. Woodsong will charge \$10 per foot of the length of the camper (28'
 = \$280, for example) each time a wash is required to maintain the appearance of the park.
 Woodsong determines when a wash is required and will execute without notice to maintain the
 park's appearance.
- Picnic tables are not provided by Woodsong and are not maintained by Woodsong. Legacy tables will
 be removed from your site at your request, but will not be replaced or repaired by Woodsong. They
 remain the property of Woodsong and may not be removed from the property.
- RV and/or auto garage canopies are not allowed.
- If a Seasonal guest terminates their agreement (or has the agreement terminated by Woodsong), they
 shall remove all personal property and leave the site clean and orderly. ALL ITEMS ON SITE
 MUST BE CLEARED. If anything is left behind or the site is damaged in any way, the Seasonal

- guest agree to pay reasonable restoration and/or site clean-up costs (minimum of \$150) AND forfeit their clean-up deposit. Removal and clean-up must be completed within 3 days.
- Do not store food or garbage outside your RV as it may attract bears and/or other woodland creatures.
 Bird feeders are allowed if no evidence of bears has been reported. Be aware that birdseed and
 hummingbird feeders will attract hungry bears. If evidence of bears is discovered within
 Woodsong, everything must be removed until notice is given that it is once again safe to replace
 them.
- Any work requested by the Seasonal Guest that is outside normal responsibilities will be charged at \$75 per hour (moving decks, repairs, maintenance, etc...). Picnic table restoration is considered outside normal responsibilities.

9. TRASH

<u>Woodsong pays by the load and by the pound of trash removed.</u> Your payment provides for the removal of trash and garbage created from normal day-to-day living.

- Please put all trash in strong plastic trash bags that are closed at the top.
- Cut and flatten boxes to conserve space. Using the back half of the dumpsters first is required.
- Appliances, TV's, building materials, concrete blocks, lawn chairs, grills, equipment and similar items
 may not be placed in the dumpsters. Such items should be taken with you when you leave, or if
 necessary, arrangements can be for a disposal fee.
- Leaving unapproved items, as described above, without prior approval and arrangements incur the fee
 for the items being left, plus \$25.

10. LATE FEES & ADDITIONAL POSSIBLE CHARGES

Other charges detailed below may be charged in addition to the basic seasonal agreement fee:

- Electric: charged based on usage; rates vary depending on time of year incurred.
- · Snack Bar: prepaid credit account.
- Woodsong Firewood: payable by cash only, based on volume. Uncertified Wood: \$100.
- Propane: market rates based on tank size.
- Speeding Ticket: immediate \$10 fine; 2nd violation is \$50; 3rd violation is \$250 or termination of agreement without refund.
- Unregistered Guest: \$7.50 per day or \$50 per night;
- Piggyback Camping: \$25 per day, per tent, 4 person max per tent.
- Site Clean-Up Deposit: \$200.
- Sell On-Site: \$75.
- · Lost Gate Card: \$25
- Pet Violations: immediate \$10 fine; 2nd violation is \$75; 3rd violation is termination of agreement without refund.
- Being Unkind, Impatient or Rude: \$25 per incident.
- Not actively used boats and/or extra items: \$200.00/month/item.
- Late Payments: \$50, plus 5% within 14 days; \$50, plus 10% outstanding balance 14+ days.
- RVs left without a valid agreement will incur a winter storage charge of 50% of the agreement amount that must be paid before the RV will be permitted to be removed prior to April 15th.
- Rental charges for any RV left at Woodsong, on-site or in storage, without a valid agreement after April 15th shall be \$150 per week, in addition to 50% of agreement amount as stated previously.
- · Payments are non-refundable.

11. AGREEMENT TERMINATION

Failure to pay required seasonal payments or voluntarily removing your RV from the site results in forfeiting all rights to Woodsong access, use of the facilities and any "unused" seasonal fees paid. Upon removal of the RV, seasonal guest has voluntarily terminated this agreement and addendum and has no financial claim forthwith. Upon removal of the RV, all personal property and clean up must be completed within 14 days. The Site Clean-Up Deposit is forfeit if within 14 days of RV removal the site hasn't been cleaned and any personal property remains. Personal property (including decks, sheds, grills, mowers, screen porches, furniture, etc...) is then forfeit and may be sold or removed by Woodsong.

Two gate cards and any outstanding electric must be paid prior to the site clean-up deposit being refunded and is subject to Woodsong's inspection and approval, as defined in paragraph **Site Clean-up Upon Departure** on page 2 of this agreement.

12. SALE OF YOUR RV

A Seasonal Resident may sell their RV and assure the buyer it can remain on the existing site if all of the following conditions are met:

- 1. Resident has a valid, paid agreement;
- 2. RV is <u>less</u> than 10 years old (based on manufacture date) <u>and</u> in good condition;
- 3. Seller agrees to and signs the "For Sale" agreement;
- 4. Buyers are **pre-approved** by Woodsong and sign a new agreement;
- 5. Woodsong provides written approval that the buyer may leave the RV on site.

It is required to sign the "For Sale" agreement with Woodsong prior to listing your camper for sale online or on-site. A \$75 fee is applied if a "For Sale" listing (online)/posting (on-site) occurs prior to signing paperwork and reviewing the sale with Woodsong.

A resident choosing to sell their RV must purchase a "Sell on Site" option. The \$75 fee is for time, effort and advertising spent selling your RV and document processing. Selling your RV is defined as your unit, up for sale, regardless of marketing options employed. "For Sale" signs not permitted until payment has been made. The buyer incurs a \$75 processing charge upon completion of the purchase. Only four "For Sale" signs (or any sign indicating same) permitted on the property at any given time. Based on first-come, first-served basis.

Selling an RV, whether the buyer chooses to retain the site or vacate the site, results in the seller forfeiting all rights to Woodsong access, use of the facilities and any "unused" seasonal fees already paid. Upon completion of the sale of their RV, seller has voluntarily terminated this agreement and addendum and has no financial claim forthwith. If buyer chooses to remove the RV from Woodsong, seller must fully clean up the site within 14 days. Failure to clean up the site within 14 days of the camper being removed forfeits the site clean-up deposit in it's entirety and any items remaining may be sold or disposed of.

13. CHANGING SITES

If you would like to change sites, please talk to Woodsong ownership concerning available sites. Available sites are reserved on a first-come, first-serve basis.

14. WOODSONG RULES

In exchange for use of Woodsong RV Resort facilities, Camper agrees to abide by the following rules, and will insure guests also adhere to the rules and accept responsibility for their guests actions. Failure to comply with these rules and policies is a breach of this agreement and will result in termination of the Camper's agreement without refund regardless of when the breach occurs. Termination of the agreement requires an immediate departure from Woodsong property.

Safety

- The speed limit within Woodsong is **5 MPH**.
- Do not drive around the speed humps.
- Speed violations for seasonal guests: immediate \$10 fine; 2nd violation is \$50; 3rd violation is \$250 or termination of agreement without refund - Woodsong's option. Notification of violations may be done via text message or verbally and are not disputable. Violations will be added to Seasonal guests site charges. Failure/refusal to pay will result in termination of agreement.
- All guests, service providers and visitors must be registered with the office prior to admittance. Guests
 may visit FREE except if they fail to register prior to entrance. Failure to register PRIOR to entrance
 results in \$7.50 fee per person.
- No gas or battery powered vehicles (golf carts, ATV's Side by Sides, etc...) are allowed except for your
 personal passenger vehicles. Passenger vehicles are not meant to provide transport around the
 park but are to be used strictly upon entrance and exit of Woodsong.
- Seasonal guests with disabilities or health issues requiring a motorized cart for mobility may request this
 rule be waived. Only those listed on the agreement may ride with the seasonal guest given
 permission to use a motorized cart.
- Bicycles ridden after dark should have appropriate lights and reflectors.

Campsites

• Only one family, one RV, and no more than two vehicles are allowed per campsite.

- Firewood must be Divine certified. Wood must be sourced with 75 miles of Woodsong and from a northern direction. Wood may be seized or a \$100 fine imposed at Woodsong's option for wood sourced outside these guidelines.
- No use of fireworks or firearms are allowed in Woodsong at any time.
- Do not leave trash at the campsite or in the fire ring. Trash is to be placed in sealed plastic bags and put in the dumpsters. The dumpsters are for scraps and garbage from daily living. Do not dispose of any other items without Woodsong approval.
- Permanent clotheslines are not allowed.

Pets

- Dogs deemed dangerous are not allowed at Woodsong. If your dog displays dangerous behaviors you
 will be asked to remove your dog and/or leave the resort.
- Dogs must be on a leash at all times. Barking dogs will not be tolerated. Barking dogs may be required to wear a bark collar or may not be permitted within the park. Do not leave your dogs outside, unattended, when you leave Woodsong.
- Dogs are not allowed in the buildings or pool area.
- Be respectful of others walking through Woodsong . Clean up after your pet.
- Violation of any of these rules: immediate \$10 fine; 2nd violation is \$75; 3rd violation is termination of agreement without refund. Notification of violations may be done via text message or verbally and are not disputable. Violations will be added to Seasonal Residents site charges. Failure/refusal to pay will result in termination of agreement.

Pool

- Open 10 AM to 9 PM or dusk (whichever occurs earlier). Please shower before entering the pool or spa.
- Children under the age of 16 are not allowed in the spa area at any time.
- A parent or adult must accompany children under the age of 14.
- No glass is allowed in the pool area. Smoking (including vaping or marijuana) not permitted in the pool enclosure.
- Inappropriate fondling and/or touching may be grounds for removal from the pool/hot tub area.
- No air mattresses, inner tubes, or floats are allowed. Water wings and noodles may be used.
- The pool has no lifequard. Swim at your own risk. Parents are responsible for their children.
- Running, pushing, and rough play are not allowed. Diving/flipping is not permitted.
- As Woodsong is a private resort and membership only, there are no handicap chairs for accessing the pool or the spa. Signing this agreement indicates acceptance.

Consideration for other Campers

- Quiet hours are from 11 PM to 8 AM. After 11 PM, conversation and camping noise must be restricted to your campsite. Music must be unheard from more than 30 feet away.
- The playground observes the same open/close hours as the pool.
- Children under 16 must be at their campsite by 10 pm.
- Smokers must dispose of cigarette butts in trash containers
- Excessive intoxication, physical altercations, threats of violence or offensive conduct may be grounds for camping priviledges being revoked and removal from Woodsong.
- Please act selflessly, with concern for your neighbor, with compassion and kindness in all interactions and situations.
- Disagreements with neighbors and residents should be mediated privately. We are not a conduit for you
 to air any grievances with people and solve your problems.