

MARINA DRIVE CAMPGROUND SEASONAL CAMPING AGREEMENT

This Agreement is for the 2020 camping season and is between Marina Drive Campground (Campground) and Camper.

Camper's current address and contact information are listed below.

Name(s): _____

Street: _____

City/State/Zip: _____

Cell Phone: _____ Additional Phone: _____

Email Address: _____

RV Year/Model/Length: _____

Valid Credit Card Number: _____ Exp: _____

CVC: _____

Billing address if different than above:

Electricity is not included in the site fee and will be charged monthly to camper's credit/debit card. Camper must keep valid card on file at all times.

Credit card type (circle one) Debit Visa Mastercard American Express Other _____

Owner's mailing address and contact information are as follows:

Marina Drive Campground
102 2nd Ave. N.W.
Roseau, MN 56751
Marinadrivecampground@gmail.com
218-452-0049 Jim McCourt- Manager

1. Owner agrees to make site _____, of Marina Drive Campground, 2799 Katie Road NW Baudette, MN 56623, available for use by Camper during the 2020 Camping Season, subject to the terms and conditions of this Agreement and to pay the amount indicated below for use of this RV site under the terms of this agreement and the *Seasonal Operating Policies* which are incorporated it to this agreement and are attached hereto as Addendum 1.
2. Camper acknowledges having read and understood this agreement and the *Seasonal Operating Policies*, and agrees to abide by the same, and understands that a violation of a policy is a material breach of this agreement and grounds for termination of the Agreement without refund.
3. The following individuals are members of the Camper's group/family and are to be listed as "Campers". If you have more than four campers, additional charges may apply.

Individual

- i. _____
- ii. _____
- iii. _____
- iv. _____

4. The Camper is responsible to ensure their guests are aware of Campground policies and will abide by them.
5. "Additional vehicle" boats/trailers (in addition to RV) stored on site.

Description _____ License No. _____

6. Site Clean-up Upon Departure

Site must be left with no refuse, personal belongings, infrastructure or damages.
Site clean-up fee of \$75 will be imposed for any debris.

Campsite fee:

Select one:

Initials _____ **Single payment option** \$ 1,800.00.

\$400.00 due by October 1 to reserve site for following season and for winter parking, remaining balance is due May 15 of season year.

Initials _____ **Monthly payment option** \$ 2,000.00, payable with a \$475.00 initial

payment and \$475.00 every 30 days thereafter until paid in full. Failure to pay automatically terminates the agreement with no further payment of the Camper if the site is vacated on or before the end of a 30 period to which camper has made its payment.

7. Yearly rates may increase, and terms may change annually and camper's payment of rent deposit for following year shall be deemed acceptance of new terms. Camper's credit card will automatically be charged the following season's fall deposit unless notification of Cancellation is received, and RV is removed by October 1.

8. **** Payments made via credit card will incur a 3% processing charge ****

- A \$30 late fee is incurred if payment is not received prior to the schedule above.
- Payments will be automatically charged to any on-file credit card.
- **Any and all payments made are not refundable at any time for any reason.**
- If payment is not made when due, Camper agrees that Owner may, at his option, remove Lessee's RV from the site and rent the site to a different party for use without refund or further notice to the Camper.

Camper Name and Signature:

Owner/Manager

JRF Properties, LLC d/b/a Marina
Drive Campground

(Printed Name)

(Signature)

(Printed Name)

(Signature)

DATE: _____

**Marina
Drive Campground**
Marinadrivecampground@gmail.com

MAILING ADDRESS	PHYSICAL ADDRESS
JRF Properties, LLC d/b/a Marina Drive Campground 102 2ND ST. NW Roseau, MN 56751	JRF Properties, LLC d/b/a Marina Drive Campground 2499 Katie Road NW Baudette, MN 56623

218-452-0049 Jim McCourt – Manager

Addendum 1. Seasonal Operating Policies

1. CAMPING SEASON

The annual “Season” is May 15 through October 1.

- Your Agreement and payment allow Campers access to the RV sites and campground and use of available facilities/utilities.
- Winter access is allowed. Plowing may be provided for an extra fee. Camper may not snowplow campground property or the site. Electrical will be available year-round if requested for winter access. Water and sewer will not be available outside the regular season. Sewer line and water line must be removed from the receptacle and placed in storage at all off-season times. Weather and freezing conditions affecting water and sewer access do not result in refunds or reduction of site fee.

You must notify campground via phone text or email if accessing/using site offseason.

2. CAMPING AT YOUR OWN RISK

- Camper will maintain his own insurance coverage to insure the Campers and their guests for personal injury, loss and/or property damage.
- The Camper releases JRF Properties, LLC dba Marina Drive (Campground), its officers and employees, of all liability for loss or damage to property and injury to his person, family and guests arising out of their use of Marina Drive Campground and facilities, and agrees to indemnify JRF Properties, LLC, its officers and employees, against claims resulting from loss or damage to property or injury to the person of 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 theft, vandalism, third parties, electrical outages, wind, rain, trees, lightning, hail or any other weather condition are not the responsibility of campground.

3. CONSIDERATION OF OTHER CAMPERS AND CAMPERS

- Quiet hours are from 10 PM to 8 AM daily and will be strictly enforced.
- Campers are responsible to see that all guests on their campsites observe this rule.
- Large parties with excessive noise are not allowed nor is offensive or unseemly language.

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

Recreational Vehicles

- RVs placed at Campground must be approved by the Campground;
- Camper agrees to a daily storage fee of \$10.00 per day for each day the RV remains on site upon the termination of the Agreement.
- Campground shall have final approval of the placement of your RV on the Agreed site. State law requires a minimum of 24" clearance between the camper and any/all utilities.
- The site is Agreed conditionally on the placement of an approved RV. It may not be used for other purposes.

Extra Vehicles and Trailers

One boat and/or trailer and one golf cart/atv "extra vehicle" may be stored in the boat storage lot or site which shall not interfere with roads, lawn maintenance, or others use of Campground.

Other Personal Property

Storage buildings, decks, screened enclosures and other personal items (including satellite dishes) are allowed on your site with approval from Campground prior to installation. Personal property must be more than 6 feet from any neighboring personal site. Any additions, changes and/or alterations in decking, storage units, covered porches, patios, etc... must be pre-approved. If requested by campground, decks and storage buildings must be elevated more than 12" from ground level to prevent rodent infestation and may not be used for storage underneath unless enclosed by lattice or a similar approved enclosure.

- One storage building permitted per site. Storage building shall be less than 100 square feet and may not be used as sleeping quarters.
- These items remain the property of the Camper and shall be removed when the Agreement is terminated.

- All RVs must have current license plates clearly displayed.

5. RV AND VEHICLE STORAGE

Campers may store their RV and appurtances and one extra vehicle, onsite from October through April without charge if:

- Camper is current on payments with Campground for the following Camping Season; and,
- Camper is not in default on any provisions of this agreement.
- Camper agrees to pay \$10.00 per day for Non-registered “additional vehicles”.
- Camper agrees that any personal property including RVs, Boats, and trailers that remain on site for a period of 3 months after the termination of the Agreement are abandoned and can be disposed of by Campground in its discretion.

6. UTILITIES

- A device to prevent water backflow from your RV to the water system is required by law (backflow prevention device, aka, BPD) You may not remove this device. If a device is missing, they will be re-installed at your expense (device, plus labor).
- Campers are responsible for paying for electricity used monthly which is charged at our cost. There is no separate meter fee. Credit/Debit card payments are subject to a 3% processing fee and your credit card will be charged automatically. The PVC/sewer hose may not extend into the sewer line more than 4 inches. Limited internet may be available. Each site is wired for internet. Campers may have their own internet service separately purchased from the internet provider.

• 7. “CAMPERS” AND “GUESTS” DEFINITION

- “*Camper’s*” - those persons listed on this agreement;
- “*Guests*” shall mean all registered individuals whom you may invite to visit your campsite and stay overnight at your campsite.

All guests must be registered with Campground **prior** to admittance via phone call or text message. Registration shall be made only by camper and information must include name, age, site number and cell phone, of any guest.

8. SITE MAINTENANCE

Campground is responsible for site cleaning. Campground provides mowing within Camper’s site if sufficient area is allowed for the Campground’s mower and site is clean. Camper shall be responsible for trimming their site at least every other week. If a Camper terminates the Agreement (or has the Agreement terminated by Campground), camper shall remove all personal property and leave site free of debris and improvements with 10 days of termination. Campers agree to pay reasonable restoration and/or site clean-up costs.

9. GARBAGE

Campground provides for the removal of household garbage as defined by Lake of the Woods county ordinances.

- All household garbage must be in tied plastic trash bags and placed in the campsite dumpsters.
- Appliances, TV's, building materials, lawn chairs, grills, equipment and similar items may not be placed in the dumpsters. Such items shall be disposed of by camper at their own expense.

10. FEES, CHARGES AND PAYMENT SCHEDULE

A basic seasonal Agreement includes one RV site with water, sewer, cable, mowing and garbage. Electricity is charged in addition to the site fee.

If payments are not made within 30 days of the scheduled date, reservations are subject to cancellation without notice and storage charges for vehicles left at the RV Resort will be incurred.

11. ON SITE SALE OF YOUR RV OR TRANSFER OF SITE AGREEMENT

A Camper may transfer the agreement if the following conditions are met:

1. The new camper has entered into a signed agreement with campground.
2. Camper transferring the agreement consents and is current of payments.

13. BINDING AGREEMENT

Camper agrees to abide by these policies and will inform guests of the rules and accept responsibility for their guests' actions. Failure to comply with any term or policy is a breach of this agreement and will result in termination of the Camper's Agreement without refund. Termination of the Agreement requires an immediate departure from Campground property.

Safety

- The speed limit within Campground is **5 MPH**.
- Gas or battery powered vehicles golf carts are allowed. ATV's are allowed only if operated on roads, only between the hours of 10:00 a.m. and 6:00 p.m.
- Operators must be 16 years of age.

Campsites

- Only one RV, and no more than two vehicles are allowed per campsite.
- No use of fireworks or firearms are allowed in Campground at any time.
 - Dogs must be on a leash at all times. Barking dogs will be reported directly to law enforcement. Dogs may not be left unattended outside your camper.

- You must bag pet feces immediately within the Campground. No cleanup is required for off premises. The wooded acreage immediately East of Katie Road may be used for off premises walking your dogs.

Consideration for other Campers

Disagreements with neighbors and Campers should be mediated privately. If a law is broken, please call law enforcement at 218-634-1143. If a campground policy is violated, please call the manager.