

Austin Lakes, Inc.
1002 Township Road 285A
Toronto, Ohio 43964
(740) 544-5253, Fax (740) 544-5568, Text 740-317-8484
www.austinlakepark.com
2023-2024

TERMS & CONDITIONS FOR CAMPSITE USE

Welcome to Austin Lake, we appreciate you including the park in your family experience. It is our intention with these rules to answer your questions and ensure that your camping experience can be fun for the family with consideration and enjoyment of the park's guests and environment.

Not a Lease: This agreement is a contract which is binding on both the Campground ("Campground" shall mean Austin Lakes, Inc., located at the address stated above) and yourself, the Seasonal Camper. This agreement is not a lease of real estate. The Seasonal Camper is not a tenant. This agreement for legal purposes, is a license to use the property of the Campground on the conditions which are stated in this agreement.

SEASONAL PAYMENT DUE DATES SCHEDULE

1st Camp Deposit \$300.00 due October 1st: This is a non-refundable deposit. This is due to hold your lot and will apply to the upcoming season, contingent upon the February payment being received. We need to know your commitment for the upcoming season. This deposit holds your seasonal lot only until **February 1st** when the second payment is due.

2nd Camp Payment \$300 due February 1: This is a non-refundable payment. Campsite Use Agreement, rules and bill will be sent in January and needs to be returned with this payment signed and dated. If this site deposit is not received with the signed, dated Campsite Use Agreement and Terms & Conditions for Campsite Use by **February 1st**, the site reservation will be released and it will be listed as available for the upcoming season. Please notify the Campground if your plans have changed.

3rd and Final Payment: Campsite must be paid in full before the RV Unit moves onto the lot or you move into the RV Unit for the season.

- Payments: You may make payments at any time over the winter and this will apply to your lot but final payment is due the earlier of May 1 or before the RV Unit moves onto the lot or you move into the RV Unit for the season.
- Checks are payable to Austin Lakes, Inc. and is the preferred payment method.
- Bill Pay: Camp payments may be set up with your bank through bill pay.
- Credit: Any payments for camping made by credit or debit card will be charged a 4% processing fee.
- Credit Card Payments: Any payments for electricity will be charged a 4% fee.
- Late Payments: \$25 per month will be charged on overdue camping fees.
- NSF or Returned Checks: There is a \$35 bank fee and a \$15 bookkeeping fee.

SEASONAL SITES

The Seasonal Camper: "Seasonal Camper" is defined as a family of a husband, wife, or 2 adult partners and tax dependent children **under the age of 18**, biological children who live with each other are generally included. Unmarried children 18-20 will be included if living at home and attending college or trade school full-time. At age 21 and over or married, children are no longer included and need to pay the daily admission or pick up a season camp pass. Elderly parents cared for by the Seasonal Camper and living in the same household may be included.

The seasonal camping season is May 1, 2023 to April 10, 2024. Sites may be designated premium due to size, location view, and patio or sewer hookup. Only one RV Unit and RVIA Recreational Vehicle is permitted on the site at any time, unless prior arrangements have been made. All NEW Seasonal Camper's RV Units must be 10 years old or newer. Park Models must be 5 years old or newer with black water tanks and valves, unless on a sewer site. The Campground reserves the right to not accept any RV Unit if we feel it is not within the overall aesthetics of the Campground.

- **The Seasonal Site is not to be a permanent residence.** Exceptions may be made for construction

workers. Seasonal Campers may not use the Campground as the Seasonal Camper's permanent residence.

- One picnic table is provided during the summer season. Do not take additional picnic tables from weekend lots or shelters.
- Large refrigerators are permitted but when possible place them in a lockable shed. They should be locked when you are not at your site. Beer and food have been stolen from the units. Electric cords are to be UL approved and in good condition. If the refrigerator is broken, take it out of the Campground immediately as it is NOT to be left at your site. Because of power outages and plugs that have been accidentally unplugged, we suggest a minimum amount of perishables be left the refrigerator.
- Seasonal Campers shall not use the campsite for any illegal activity or activity which would injure the reputation of the Campground, Owner of the Campground or any other Seasonal Camper.
- Children 17 and under are to be supervised by a responsible adult at all times. Camper's children's behavior is Camper's responsibility. Please advise all children of the Campground rules. Children need to comply with the verbal requests for the safety of themselves or others. Children are not to cut or walk through other campsites. They are not to be off campsites after 11 p.m. unless they are with the parent or other responsible adult. An adult camper must supervise children 17 years of age or younger, staying overnight. All children must be supervised while in the shower buildings.
- No one under 21 is to be drinking alcohol in the Campground. Children of Campers are not to join company picnics in the picnic grounds unless invited by an official of the company.
- This property is privately owned and not supported by the government, only strictly controlled by it.

INSURANCE

RV Unit/Pet/Golf Cart/Boat: It is the responsibility of the Seasonal Camper to provide **comprehensive, liability, and flood insurance** on the RV Unit **at all times**. All RV Units must be maintained in roadworthy condition at all times. The Seasonal Camper will be held liable for any costs incurred by the Campground in order to make the RV Unit roadworthy.

Golf cart and/or boat owners **must provide** a *Certificate of Insurance* showing a minimum of \$100,000 liability. At the start of each year, Seasonal Camper's proof of an in-force insurance policy for the Seasonal Camper's boat and/or golf cart must be provided to management. Seasonal Camper will receive a sticker that will register the Seasonal Camper's golf cart. **This the campers responsibility and not Austin Lakes, Inc to keep track. We need, a paper copy, current at all times.**

Pets: Insurance liability must be carried to cover any Seasonal Camper's pet(s) visiting the Campground.

GATE PROCEDURE

All Seasonal Campers and guests are required to stop at the gate and be acknowledged before entering the Campground. Seasonal Camper is responsible to stop at the gate and pay then for any guests with Seasonal Camper. Our staff might pass you through. **Still stop and pay for any guests.** Continue to display the blue Car Pass on the left side of the windshield. **Car Passes are non-transferable and if misused will be confiscated at the discretion of the Campground.**

On weekends and holidays the ticket booth may be open. If there is a line and if you have no guests to pay for, slowly proceed through the other side of the gate, stop, receive acknowledgement and then proceed. If you have a guest to pay for, remain in the pay line.

Magnetic swipe cards are available for a \$10 fee, to open the gates for Seasonal Campers. They operate both sides of the entrance. Replacement cards are available for \$10. The card is not to be given or shared with non-seasonal campers or guests. Card will be confiscated for improper use.

Note: If a Seasonal Camper is in arrears with payments, the gate card can be deactivated until payment or arrangements to pay are made.

GUESTS

Seasonal Campers' Guest Pass: If you have married children, unmarried children age 21 or over or parents, they may purchase a camping pass. These passes entitle the members to visit the Campground at any time or spend the night in the Seasonal Camper's RV Unit. These camping passes do not cover another RV Unit or tent in the lot. They must register for their own campsite and pay for camping even if it is on the same site. Prior approval is required. The

tent is not to be used by an adult guest unless signed in as a camper unit – **NO exceptions**. If additional adults are guests and there is no room in the RV Unit and a tent is set-up for the kids, this constitutes an additional site. Tents may not stay up permanently.

Daily Guests of Seasonal Campers: Please inform/alert anyone coming to visit the Campground as a guest of the Seasonal Camper that there is an admission fee. We have a daily guest ticket available to purchase ahead of time and distribute to family and friends. Guests must leave by 11 p.m., unless registered as an overnight guest. Upon exiting, the gate will open automatically.

Pre-paying for Guests does not work well, since so many different employees operate the gate.

Timeslip: *If a guest is stopping to visit for a short time, one half hour (30 minutes) or less, they should request a timeslip. Admission to the Campground will still be collected but will be returned to the guest if the guest leaves the Campground before the half hour has lapsed and have the timeslip.*

Overnight Guests: All overnight guests must be registered by 8pm If you have guests that wish to spend the night in your RV Unit, they must tell us at the gate when coming in and register. Campground must know ahead of time if someone is staying. Guests pay for each day, not the nights stayed. **Unregistered guests will be considered trespassing.** Guests wishing to pitch a tent or put their RV on your site must register at the office and pay the regular overnight RV camping fee. Prior permission must be obtained to share your site. Tents are not to be used by adult (18+) guests without registering for a separate campsite, even if they are planning to share your site.

Visitors After Hours: If you bring guests, or guests visit after hours, please pay the following day. (After hours, guests of Seasonal Campers should meet the guest at the gate when arriving after 10:00pm .) It is the responsibility of the Seasonal Camper to cover the guest fees if the guest does not. **Guests are the Seasonal Campers' responsibility including acceptable behavior.**

QUIET HOURS

- Quiet hours are from 11:00 pm to 9:00 am
- Confine all activity to the site.
- Mowing/weed eating/chain sawing are not permitted during these hours. Be considerate of the neighbors. • No loud audio devices, noise, profanity, or obscenities. Note: **Speakers from the car or golf carts, after hours travel at night beyond the campsite, hence volume to low requirement.**
- No destruction of property or disorderly conduct.

RV UNIT & SITE SETUP

RV Units must maintain 10' end-to-end separation and 15' side-by-side separation. We reserve the right to decide final placement of the RV Unit. on the site. Tip outs when extended are not to block the electric meter or be beyond your lot line.

RV jacks are to be the sole support of the RV Unit. Pressure-treated 4X4 lumber, neatly cut or flat patio stones on the ground is to be used to support the RV jacks. **No cement blocks are to be used to support the RV Unit or are to be on your site.**

Steps and step railings to the RV Unit must be made from pressure-treated wood or the new commercial RV steps. **No cement blocks are to be used for steps.** No deck railings are permitted. Site topography could warrant an exception with prior approval from Campground, otherwise, decks are to be ground level, which could include stepping the decks. **Ask Management first before decks are installed.**

All structures or changes to campsites need prior approval. Pre-approval for wood or plastic steps. Prior to work, Campground must approve any changes to sites, decks, walkways, sheds, structures, trailer placement, electric, TV dishes, telephones, etc. Camper must check with Management before any work is done. This is to eliminate any problems with utility lines and following of camp rules. If digging occurs without permission from Campground, the Camper shall be responsible for the costs of any and all necessary repairs or replacements. The Campground is not responsible for personal injury

or property damage that may result due to digging by Camper whether or not authorized. Wooden patio decks must be constructed in sections no larger than 4' X 8' and lay flat with the land. The material for decks, walkways, and steps must be new pressure-treated wood held together with hot-dipped galvanized or stainless screws or nails. We require 5/4" X 6" pressure-treated decking for the base. No new stone or brick patios may be built, all pre-existing must remain unless approval from Management to remove. All decks must have prior approval before installing. No signs may be erected on the site without prior approval.

NOTE: Decks must be able to be removed in sections within an hour. It is the Camper's responsibility to remove decks if Campground needs to repair a waterline or electric problem.

WATER/WATER TAP

- Water conservation is a must. Well water quantity is limited.
- Please wash RV Units through the week, not weekends. No car/truck or other vehicle washing. Vehicles are not to be washed in any of the creeks. Conserve use of water.
- **During Power Outages -Do Not Use the Water.** Even though there is still pressure. The safety switch to the pumps shut off and the pumps have to be restarted taking at least 1 hour per well. • **The water system will be energized May 1st, not before. On Oct. 15th the system will be winterized and drained. Selected Keyhole sites will be on later.**
- **Camper is to have a backflow preventer on the RV Unit water tap. Jefferson County Health Department has set this requirement. This is the Camper's responsibility. They are available for sale in the camp store.**
- Use potable water hoses (white) to the RV Unit. This is an Ohio Department of Health requirement. •

NOTE: Turn water off at the water post when leaving.

The Campground has an EPA approved non community transient water system. The water is tested for Total Coliform bacteria each month during the season and Nitrate yearly and Nitrite every five years. The water is filtered to remove sulfur, iron, and micro-sediment. The filters are the regenerative commercial types. We are attempting to maintain a 0.5-parts per million free chlorine residual. The water source is from 5 wells and is NOT UNLIMITED and usage must be conservative. Our water system complies with the laws and rules of the Ohio EPA, Ohio Department of Health and the Jefferson County General Health District.

STORAGE SHEDS

New sheds must be commercial manufactured plastic or Rubbermaid style only. Prior approval by Campground is required before building or delivery. Size is to be no larger than 8' X 10' and only one story. The base must be pressure-treated wood or the base of the plastic shed if it sits directly on the ground.

NOTE: Check with management first before purchasing a building and the location on your site.

The design must be a barn-type or gambrel roof. No flat roofs will be permitted. The base design must be able to be picked up by backhoe forks. Building location must have prior approval from Management and the building is to be set on flat, solid patio stones or pressure-treated wood. Electric wire to the shed must be underground (URL) wire, put in conduit, and easily removed. Outside cabinets such as the Rubbermaid products are acceptable and must be approved by Campground before set-up. In the case of any lot fixing by Campground, Campground will not be responsible for any damages done to Camper's wire assembly. This includes extension cords, water hoses, telephone lines, etc. Storage sheds are not to be used as housing. Do not leave valuables in storage sheds during the winter season.

- Golf carts are not to be parked in storage sheds, current ones are grandfathered.
- No shed is to be owned by two different seasonal Campers.
- Keep the area around Camper's shed neat, tidy and free from excessive "stash it beside/behind the shed" syndrome.
- No shed can be relocated or sold within the Campground without prior approval of the Management. Some buildings, if too old, in bad shape, and do not meet current specs will not be allowed to remain. • If trees need to be trimmed above the Camper's shed, it is the Camper's responsibility to move or protect the building before the trees fall or are trimmed.

PARKING

Two cars are allowed to park at each site. Some seasonal sites have space for only one car. Do not park on other sites or empty weekend sites. Guests are to park in the visitors' parking lot if the camping lot is full. Guests are to park on the lakeside of the Camper's pavilion or near the basketball court.

Turkey Foot: Guests park on the hillside just across from lots 1-2 Turkey Foot.

Buzzards' Hollow: Guests park in the field across from the lot by the restroom. Only two cars per lot.

Buzzard's Tail: Guests park at the end across from 10 BT along the hillside.

Rodeo Drive: Rodeo Drive sites 38 thru 49 can be used as additional parking for daily guest parking and not exclusive with your lot if main parking lot is full.

EMERGENCY PROCEDURES

- ❖ **911**: There is a 911 emergency 24-hour phone available outside shower building #1, restroom in Keyhole, on the electric load center in Buzzard's Tail and the restroom in Buzzards' Hollow (brown house). You may also go to the concession stand during hours of operation or the Cable house after hours. Do not allow children to play with the phones and call 911. Please advise children that all 911 calls are answered. A courtesy phone is available at the concessions stand and at the phone booth by the Campers' Pavilion. Cell phones are able to be called by the internet for the office at **740 544 5253** or text **740-317-8484**. An AED is housed at the concession stand, Silk Stocking shower #1 and Buzzards' Hollow brown house
- ❖ **Announcements**: Listen to all announcements on the loud speakers for any emergency information. Portable staff radios are with lifeguards and in the service carts, and if you need clarification, Radio the concession stand for information if you missed it. Note: Shower #1, Keyhole & Buzzards' Hollow and Buzzard's Tail there is a call box that will call the office or 911 direct for Emergencies.
- ❖ **Semi Emergencies**: Contact the main office or managers' house by using your cell on the WiFi or use one of the emergency call boxes in the park (740) 544-5253 or (740) 544-5568 (fax) or text 740-317-8484. Do not hesitate to let us know if something is amiss. Come to the office during working hours or the Cable house at night. After hours during the summer you can text William Cable's cell phone (740) 317- 8484 or Austin Cable (740) 317-9401 with an emergency alert or abnormal concerns.
- ❖ **Disturbances**: Please report any disturbances to the office or come in person ASAP; **reporting violations after the fact does not help. We need to know directly even if it is after hours.** One example might be a loose or constantly barking dog. Again, after hours, text William Cable at (740) 317-8484 or text Austin Cable at (740) 317-9401 or office (740) 544-5253.
- ❖ **Phone Booth**: There is a courtesy phone available by the 100-Ton Bigfoot Sand Pile in the phone booth and by the gate at the concession stand. Emergency personnel respond to 911 from these phones. Identify your camp location.
- ❖ **Phone Messages**: With the new WiFi system you should be able to use your cell phone for messages. If people cannot reach you we will take messages call (740) 544-5253: Phone hours are 10:00 am to 9:00 pm Memorial Day thru Labor Day. We will announce to Campers between those hours "Phone Message" only. Come or call the office for the message. Emergency messages after hours, we will take to the Camper. There must be an emergency. After the concession stand closes the office is not open and the message center is closed. Emergency calls only will be delivered if we are home. On call or expecting a medical emergency during the night we may be able to share a radio.

- ❖ **High Water or Floods:** Due to heavy rains, the creek and lake may flood and the gates may be raised, including pre-releasing of water, putting additional water into the rising creek level. If possible, this will be announced during office hours. Please be advised that the creek can be very swift and can wash people and cars away. Do not attempt to drive through the creek during any high water. **Keep children and their bikes out of the creeks during this time.** Pay attention to creek crossing, creek depth and flooded roadways. Be careful crossing any bridges. If heavy rain is expected, creek sites must move their vehicles across the creek to safety. Preachers' Row, Town Fork, Silk Stocking, Buzzards' Hollow and Buzzard's Tail have flooded five times in 75 years. The Emergency Action Plan ("EAP") is on file at the office. The purpose of the EAP is to provide a plan of action if an emergency situation should arise and is conditions should warrant evacuation of people. Note: Turkey Foot Campers, during a flash flood, do not attempt to walk or drive across Keyhole Creek. Emergency walkout trails are available. In the event of flooding, Buzzards' Hollow and Buzzard's Tail hillside lots can be used for temporary parking and camper storage without prior notification to the camper occupying such hillside lot.
- ❖ **Emergency Exits:** Large Campground maps are posted throughout the Campground showing the emergency walkout trails. Maps are at the concession stand, pavilion, Swan House, Turkey Foot and Keyhole. Familiarize your family and children how to use these trails in an emergency. An emergency car exit (without trailer), one lane, is located behind the Swan House.

ELECTRIC METER READING/BILLING PROCEDURE

Seasonal campers' sites are metered and the camper is responsible to pay for their electrical usage in addition to the lot fee. We will email electric bills to the current email address on file. You may also call to get your balance or stop at the concession stand. We will read meters at the start of the season, then at the end of the month June 30 thru October 31. A mid-winter, December 30 reading may occur. **To simplify billing this year, electric bills under \$20 will not be emailed, but will be carried over to the following month and added to that month's bill without penalty.** Checks are the preferred method or you may organize bill pay through your bank. If paid by credit card there will be a service fee of 4% for card use. **Electric is due the 20th of each month. Electric bills paid after that date will be charged a \$5 late fee (per month outstanding).**

Ground Fault Circuit Interrupter ("G.F.C.I."): These are special 120V, 20A outlets that you see in our electrical boxes, shower house and restrooms. All G.F.C.I.s have a test and reset button. A properly working G.F.C.I. is intended to stop the flow of electricity in fractions of a second if you happen to get shocked by something plugged into it. If you hear a click when using a G.F.C.I., you will notice that the power has gone out. Simply press the reset button and the power will be restored. Because of the sensitivity of these outlets, any amount of moisture or heavy electrical flow could cause them to trip. It is for this reason that under no circumstances your RV Unit should be plugged into a G.F.C.I. It could click off during the week while you are gone and spoil all the food in your refrigerator.

NOTE: If the G.F.C.I. keep tripping there might be a problem with your equipment or improper use. Correct the problem. Alert the staff at the concessions stand if the problem persists, so we can put it on the work list and take care of the problem. **NOTE:** Winter, unplug RV Unit.

PROPANE TANK FILLING/PROPANE TANKS

Propane tanks must be inspected by law and be in safe condition for us to fill them. We can fill portable tanks by weight and RV Unit tanks by gallons. All propane tanks must be inspected after the 12 years and must be re inspected every 5 years thereafter. (Tanks we believe to be unsafe we will not fill.) The weight must be legible on the tank. In most cases we can fill them during business hours. Please try to avoid Saturday and Sunday morning refills. Propane tanks may be prepaid and left at the propane station until someone is available to fill them.

If the RV Unit has a place for propane tanks, then they are to be on the RV Unit and not on the ground. 100 lb. propane tanks are to be secured and are to be kept rust free.

GARBAGE

Garbage collection is May 1 thru Oct. 31 only at the dumpster by First Fish Pond, Silk Stocking, Barn, Keyhole and Buzzards'. Garbage is to be bagged and put into the dumpster. Only camp/park generated garbage is permitted. Do

not bring out-of-Campground garbage. **Do not leave beside or put in the dumpster any decks, grills, tires, bikes, chairs, or junk metal.** Take it home with you. Do not dump grass clippings on the creek bed. JB Green Team recycling containers are available for metal, glass, plastic, aluminum and paper during the peak season.

DUMPING OF HOLDING TANKS, BLACK WATER

Collection is done on Tuesday and Friday During the season – with no guaranteed time. Dump day may be changed for bad weather or holidays. To be dumped you must sign-up and pay at the office ahead of time. A phone order to be put on the dump list please pay with credit card in advance. Campground assumes no responsibility for the condition of the holding tank on the RV Unit or for any damage caused by or arising from any dump services. Feminine products of any kind are not to be flushed. Excess paper even blocks the pump hose making it difficult to empty. Note the old saying, “If it has not been eaten do not put it in the tank.” If you are using a hose to flush out the tank and there is additional time taken, there will be an additional charge. RV Units equipped with tank flushers are to have hoses disconnected after use and are not to be left on the water system.

New: Newer RV Units with 2 bathrooms (two black holding tanks) will be charged \$5 off for the second tank. Please advise us upon sign-up.

- **Holding Tank Equipment:** Hoses are to be stored out of sight and within the RV Unit or storage building directly after use. Portable tanks are to be out of sight, under the RV Unit, or stored in a storage building. Gray water adapters are to be used on the gray water tanks, with a garden hose attached. That is the garden hose adapter.
- **Holding Tank Chemicals:** Use ecologically safe tank prep materials, to keep the septic systems from failing. We keep several kinds available at the camp store.
- **Self-Dumping of Holding Tanks:** You may empty your own holding tanks. Do not drive on neighbor’s site without their permission. Campground reserves the right to cross any site to egress pumping.

CAMPFIRES/WOOD STORAGE

All fires must be supervised by an adult. When selecting a campfire site, look up and try not to be under a tree where the heat will damage it. **Do not burn plastics** – it is very offensive to all nearby Campers. **Do not leave a fire burning when leaving the campsite especially in the fall.**

You must provide your own fire ring. It is your responsibility to keep your site neat and orderly and cut your own grass. Storage under RV Unit must be kept to a minimum – no buckets, ladders, awning parts, or cans. The Campground has the option, if a lot needs attention, to maintain the site and charge the Seasonal Camper for the work at the cost of \$25.00 per hour.

Wood is to be stored in a neat and orderly fashion. Only tarps are permitted to cover woodpiles. **No roofs on woodpile Holders.** Current wood coverings may remain. Any questions see Bill Cable or Austin Cable. Keep the amount of wood stored so the site looks neat. Animals, including snakes, bugs and bees move into wood piles that have little or no activity. If you have wood over three seasons please get rid of it. **Pallets must be disassembled and stacked in one day.** Firewood is not to be stacked over 4 feet high nor stacked against electric pedestals.

FISHING/BOATING

Fishing: Fishing is included in the camping fee for the two ponds and out the gate at what is known as “The Beaver Pond.” Please do not fish from other campsites without permission from that camper. Observe the private “No Fishing Beyond this Point” signs as well as the “No swimming” notes at the ponds.

The lake is a pay lake. Lake fishing is available for a fee by the season or day. See price sheet. There are limits on the number, size and species that can be kept. You may fish in Austin Lake only from designated fishing docks or a boat, not from shore. An Ohio Fishing License is not required. Night fishing in the lake is not permitted.

Boating: Season boat memberships are available to the Camper family. This includes use of the lake for fishing by eligible family members and putting one boat, 2 kayaks or 2 paddleboards in the lake. **Kayaks and paddleboards can be kept at Camper’s site.**

Dock space may be available. Seasonal Campers with boats may park vehicles (golf carts recommended) near

their dock, **if space is available. No guarantee of a parking space at the boat dock.** This is on a first come first serve basis. No parking guaranteed except at the roofed rental dock. No swimming from docks or boats. Any guests fishing must purchase a fishing permit from the office daily. No night fishing but cruising at night is permitted with the use of ODNR required lights.

Boat engine limit is 25 horsepower. One personal floatation device (“PFD”) is required per person to operate a boat in the State of Ohio. PFDs must be worn by children under 12 years old. **A certificate of insurance must be filed with the Campground with a minimum of \$100,000 for boats.** No one born after January 1, 1982 may operate a boat of 10 hp or more unless they have successfully completed a boating safety course approved by the State of Ohio. The course is available online at www.ohiodnr.com.

1/11/22

PETS

Pets are welcome. All pets must be registered with the Campground upon registration. All pets must be **kept on a leash, Including while on a golf cart**, no longer than 6 feet or tied and under the owners’ control. They are not to be loose. Pet cleanup is a must. Pets must be attended to at all times. **Pets are not to be left unattended in RV Units or on site.** Pets are to be quiet. If your dog is a barker, please take them home. The Campground, without notice, reserves the right to limit the number of pets of any kind. **Absolutely no aggressive or vicious animals are permitted in the Campground.** All inoculations are required for the pet to be in the Campground. Electric fences are not acceptable for sites as pet is to be leashed. No dog boxes are to be on your site unless it is a commercially constructed portable unit. The Campground reserves the right to say where any pet is to be kept and cage/house is to be located. The cage size is to be a *commercial* transportation size. **Pets must be covered by your liability insurance of \$100,000 minimum. If your pets are not cared for in compliance with these terms and conditions, the Campground may ask you to remove the pet from the Campground at any time. If you choose to leave the park, no camping refund will be issued.**

PET FENCES new for 2023

Pet fences must be approved by management and be removed when leaving the camper for the weekend or leaving the site for one day. The fences are not to be left up.

BEACH

Open weekdays from 12 pm to 8 pm unless closed due to weather or high water. Saturday and Sunday hours are 11 am to 8 pm. Beach hours might change due to the weather conditions or when school is in session. Signs are posted on the beach, open or closed. Beach rules are posted at the beach. Beach attendants and any other Campground employee have the authority to send individuals off the beach for a specific period of time for not following the posted rules, verbal requests or causing harm or potential harm to themselves or another person. **A parent or other responsible adult must accompany children under 12 years of age – the beach attendant is not a babysitter.**

August beach hours will change to closing at 7:00 PM mid month as will the concession food.

MISCELLANEOUS

Bicycles: We suggest that all riders in the Campground wear bike helmets. Bicycles are to be ridden on the roads and to the beach. Do not ride in the picnic area, down the dam hill, or in the Campers’ Pavilion. Mountain bike riders are welcome to ride the trails. **Night riding is permitted with headlights.** Riders are to follow the 5-mph speed limit. Stay 20 feet behind maintenance equipment, fire trucks or hayride.

Scooters: Electric or gas-powered scooters are **not** permitted in the Campground.

Golf Carts: **Rental carts have different rules, but similar.** One golf cart per site. Golf carts must be 4-cycle gas or electric. They must be four-wheeled and have a quiet muffler system for gas. Always check ahead of time if the cart you are purchasing is not standard. Having a golf cart is by approval of the Campground. **A certificate of insurance, paper copy, is required showing a minimum liability coverage of \$100,000.** The 5-mph speed limit is to be observed by all golf carts. Children will fall out of seats on sharp turns. Who can drive in the Campground? As stated previously, the policy is that the driver must be a registered Camper who

is a licensed driver and covered by the owner's insurance policy. Daily Camper's guests are not to be driving golf carts. Golf carts will be given a sticker that shows proof of insurance and the sticker must be visible on the golf cart at all times. Overloading a golf cart is not permitted. All passengers must remain seated. Golf carts are to be used on the roads and also able to go to the area just before the beach. Golf carts are to be parked on the spillway side of the dam, with the brake set and keys removed. Golf carts must have a flag high enough so cars will notice them and your lot number displayed on the back of the golf cart. To ride at night, headlights and taillights are required. Golf cart violations by Camper or Camper's guests will lead to removal of your golf cart privileges. Golf carts are not to be out after 11 pm (quiet hours) unless you are at another site and to return directly back to your site. Go quietly. Driving under the influence under Ohio law can result in Operating a Vehicle Impaired ("OVI") even on private property. **Unlicensed drivers or children are not to drive golf carts.**

Motorcycles: Motorcycles can be used as transportation. All motorcycles must conform with the State of Ohio laws, including a motorcycle license endorsement for the driver, current license plate and insurance. **Speed**

Limit: 5-mph at all times. Give pedestrians, bikes and pedal karts the right of way. No cruising in the Campground. Vehicles are not to be driven in the creek beds except at creek crossings. No unlicensed drivers are permitted to drive vehicles, motorized scooters or golf carts in the Campground.

Alcoholic Beverages: Drinking of alcohol must be in moderation. Anyone giving alcohol to minors will be asked to leave the Campground immediately. You are responsible for guests at your site and their behavior in the Campground. No alcohol is permitted at the beach.

Illegal Substances: Absolutely no illegal drugs are allowed or are to be used in the Campground. Immediate eviction will occur. You are responsible for your guests' behavior.

Weapons: BB guns, pellet guns, paintball guns, crossbows, compound bows, sling shots, or any device similar are not permitted in the Campground.

Fireworks: Are **PROHIBITED**. Do not set off fireworks or aerial displays in the Campground.

Troll Bridge (Swinging Bridge): The bridge is for the use of guests and Campers for the sites across the creek. Do not jump or allow children to play on the bridge, it can overstress the bridge and cause failure. No more than 3 people at a time on the bridge. Children are not to be on the bridge unless supervised by a responsible adult.

Trees: Do not put screws, nails or anything into the trees. Do not cut or mutilate any tree. If a tree is dead and could be a threat, alert management. Take down any clotheslines in the fall by Oct. 15th. Firewood cutting is permitted with prior approval. Cleanup will be the responsibility of the Camper.

Dams: Dams built in the creek must be removed when the season ends. High water will wash the dams out. If the shore is eroding, remove the dam. Management reserves the right to remove any dam at any time without notice.

Hayrides: Children under 10 are to be watched. No hay throwing. Do not get on or jump off a moving wagon. Hayride pick-up sites: 1. Campers' Pavilion, 2. Barn, 3. Silk Stocking, 4. Buzzards' Hollow, 5. Keyhole. Hayrides are for the registered Campers and their guests visiting their site and not for daily picnic ground guests. This means if a group has a shelter rented and is also friends of a Camper, the hayride is not for them. Private hayrides can be arranged for an additional cost. See price listings.

Selling RV Unit: Campers selling their RV Unit in the Campground can only sell their RV Unit, not the site. For(**Sale**) signs are not to be displayed in the RV Unit or on the site. An exception is made for a weekend camper. Post a For Sale sign on one of the bulletin boards with information. If you want your site to go with the RV Unit, prior arrangements must be made with the Campground. This is not always possible. It is not an automatic transfer and there is no guarantee the site will transfer. This is a decision of the Campground. If there is a storage building on the lot – See policy for building resale.

Daily/Weekly Camper Site Usage: Set up and multiple use of the site are different from the rules governing the seasonal site usage.

Private Camper Phones (Frontier): If you want a phone, you need to contact Frontier directly. Placement of phone lines must have prior approval by the Campground. Phone lines and TV lines installed by the Camper, are the responsibility of the Camper. The phone lines are to be underground but can be just under the surface. When any construction is occurring by the Campground and the wires are cut, it is your responsibility to fix them. Remember to lock your phone connection box to restrict access, so no one can hook up to your line from your connection box.

ABANDONMENT OF PROPERTY: OHIO REVISED CODE § 3733.082

Vehicles: In season, any vehicle left unoccupied on an unpaid site, without prior written authorization from the

Campground will be deemed to have been abandoned. Any vehicle not removed from the Campground within 48 hours after the last day of the season without prior written approval from the Campground will be deemed abandoned. Camper understands that any abandoned vehicle or vehicles can and will be towed to a storage facility on premises at the expense of the Camper. Camper further understands that any titled vehicle will be disposed of at the Camper's sole cost. Campground reserves the right to dispose of the vehicle in any way it deems appropriate including, but not limited to, the following options:

1. If the vehicle has been unoccupied for 5 consecutive days after the term expires defined in the Campsite Use Agreement, the Campground may file an action for the seizure of the remaining property with the appropriate municipal court pursuant to ORC 3733.082. The Camper shall remove all property and answer within 7 days after service of said actions. Failure to do so will result in the court either issuing an order authorizing the sheriff, another peace officer, or a bailiff, to remove the property from the campsite and place it in storage or authorize the Campground to seize the property and cause issuance to the Campground of a new certificate of title for the property if the property is a titled vehicle.
2. Once the vehicle is in the storage facility for at least 15 days, the Campground may obtain a certificate of title so long as the value of the property, after the deduction of storage and clean up fees, is less than \$2,500, pursuant to ORC 4505.101.

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Other Property: Any property left at the campsite upon the conclusion of the Campsite Use Agreement term, including but not limited to sheds, porches or personal items inside the vehicle, will be deemed abandoned. Camper hereby acknowledges and consents to Campground disposing of any personal property left behind in any manner the Campground sees fit, at the Camper's cost.

Storage Fees: Any vehicle abandoned on the campground will be assessed a storage fee which is to be calculated from the day of abandonment. The fee will be \$8 per day for vehicles 1,500 lbs or under and \$12 per day for vehicles over 1,500 lbs.

FAILURE OF CAMPGROUND TO ACT

Failure of Campground to insist upon compliance with the terms of this Agreement shall not constitute a waiver of any violation. No waiver by the Campground of any provision of this Agreement shall be deemed a waiver of any other provision hereof or of any subsequent breach by Camper of the same or any other provision.

IRRECONCILABLE DIFFERENCES WITH CAMPGROUND

Admission and use of the site is at the sole discretion of the Campground. The Campground may determine, for any reason in its sole discretion, that it is necessary for the Camper to leave the premises prior to the scheduled end of the Campsite User Agreement term. In such an event, the Campground will direct Camper to leave the RV Unit and the campground. The Camper will be given one (1) day to cease to occupy the RV Unit and the campground and five (5) days to remove the RV Unit from the campground. In the event of a disturbance of the peace and order by the Campground, the Campground reserves the right to require the Camper to leave immediately.

The Campground hereby reserves the right to refuse admittance to any and all persons and reserve the right to remove any and all persons from the park for any violation of the rules and regulations. Registering for a campsite entitles the registered Campers and guests to the use of the campground's facilities with the understanding that Camper, Camper's family and guests obey all rules and regulations established by the Campground. Any photography or video taken with the campground may be used for promotional purposes. We reserve the right to change or add rules, ad hoc, at any time without notice that the Campground deems necessary for the safe operation of the campground and the overall enjoyment of all campground patrons.

IMMUNITY FROM LIABILITY FOR AGRITOURISM PROVIDERS OHIO REVISED CODE § 901.80(D)

"WARNING: Under Ohio law, there is no liability for an injury to or death of a participant in an agritourism activity conducted at this agritourism location if that injury or death results from the inherent risks of that agritourism activity. Inherent risks of agritourism activities include, but are not limited to, the risk of injury inherent to land, equipment, and animals as well as the potential for you as a participant to act in a negligent manner that may contribute

to your injury or death. You are assuming the risk of participating in this agritourism activity."

RISK INHERENT TO CAMPING

WARNING:

UNDER OHIO, THERE, IS NO LIABILITY FOR AN INJURY OR DEATH OF A CAMPER OR VISITOR TO THIS CAMPGROUND IF THAT INJURY OR DEATH RESULTS FROM THE RISK INHERENT TO CAMPING. INHERENT RISKS TO CAMPING INCLUDE, BUT ARE NOT LIMITED TO, THE RISK OF INJURY INHERENT TO LAND FEATURES, EQUIPMENT, ANIMALS, OR THE NEGLIGENT ACTIONS OF THE CAMPER OR VISITORS. YOU ARE ASSUMING THE RISK OF PARTICIPATING IN CAMPING.

FORCE MAJEURE

Campground shall not be held responsible for any non-performance or loss of use by Camper that results in whole or in part from or made impossible or impracticable by any cause beyond the control of Campground, including, but not limited to, fire, explosion, accident, breakdown, strike, adverse weather conditions, shortage or lack of material, fuel, power, transportation media, embargo or any act of God or action or request of any governmental authority, pandemic, government mandated shut-down, failure or refusal of any contractor, any contingency or delay or failure or cause beyond Campground's control.

ACKNOWLEDGEMENT AND RELEASE

Camper hereby acknowledges the campground and cabin areas are natural habitats with many obvious hidden dangers, including but not limited to falling limbs, poison ivy, sun exposure, and animals, both natural and domestic. Despite these dangers, Camper hereby accepts all risks. Further, Camper hereby releases the Campground and its shareholders, management and heirs for any present or future claims, **INCLUDING A CLAIM FOR NEGLIGENCE**, for property damage, personal injury or death arising from Camper's participation in all camping activities. If Camper's site becomes unusable due to natural occurring events, Campground will offer a lot of equal value but no refund, if available.