

2023 CAMPSITE USER AGREEMENT

Yogi Bear's Jellystone Park Camp-Resort, Clay's Resort

Automatic Renewal is not guaranteed. This Agreement is NON-TRANSFERRABLE.

It is understood and agreed by _____, having a permanent residence of:
 Mailing Address _____ City _____
 State _____ Zip _____ Phone _____ Cell _____
 E-Mail _____
(email will be the primary means of communication between the Seasonal and the Campground)

that occupancy within Northgate-Clay's Park, LLC, d/b/a Yogi Bear's Jellystone Park Camp-Resort, Clay's Resort ("Campground") shall be subject to the following terms and conditions:

All Seasonals, their families, and guests must abide by this permit including all campground rules and regulations identified in the Seasonal Handbook. Any violation will jeopardize Campground offering to renew this permit or your stay for the remainder of the camping season.

RV Manufacturer	Year	VIN#
Type (TT, 5th Wheel, Motor Home, etc.)	Length	RV Insurance Co. Policy #

The seasonal site fee includes up to four (4) seasonal campers ("Seasonals"). Please identify the name, age and relationship of the Seasonals to be included in this agreement, listing yourself as #1. **Use of the campsite by anyone other than a registered Seasonal is considered a guest and subject to all applicable guest fees. Guests and children under 18 are not permitted to use the site or campground facilities unless the Seasonal permit holder is present.**

Name	Age	Relationship	Additional Season Guest - \$200
1. _____			Name: _____
2. _____			Name: _____
3. _____			Name: _____
4. _____			Name: _____

DURATION AND OCCUPANCY

While this seasonal permit is intended for the summer 2023 season, it is in effect from November 6, 2022 through November 5, 2023 and is subject to an executed Winter Storage Addendum during the off season. It is understood that for the duration of this permit, the undersigned has the right to access their assigned site subject to the terms and conditions of this permit. For safety reasons and other concerns, during the time when the campground is not open for business, known as the "off-season", access to your site is limited to daylight hours and you must contact the reservation office at least 24 hours prior to arrival. There is no water or electricity during this time. Access during the off-season is only for the purpose of inspecting and maintaining your trailer. Further, access during the off-season may be limited by Campground employees at their sole discretion. It is understood that Campground has no obligation to maintain access past the office during the off-season.

The undersigned agrees that the Campground is intended for temporary recreational occupancy only; it is not a manufactured housing community and it is not a residence. This is a seasonal camping permit and not a lease. The undersigned acknowledges that this permit creates no rights of tenancy.

The campground will be open for business from Friday, April 21, 2023 until Sunday, November 5, 2023. The Campground reserves the right to modify the open dates in its sole discretion, or at the request of law enforcement or governmental agencies, to ensure the safety of our staff and guests due to unforeseeable or extraordinary circumstances. During the open dates, or any modification thereof, the undersigned will be given full access to the Campground, the Campground facilities, and their assigned site. Any RV or property left on site at Campground after November 10, 2023 without a signed contract for the following season and/or a Winter Storage Addendum, shall be deemed abandoned property and be charged a daily storage fee of \$60.00 per day. In addition, Campground may have such abandoned property disposed of in accordance with any applicable law.

Transfers. Seasonal sites may not be transferred during the camping season. Any attempted assignment or sublet of this permit or the site will be null and void and will subject Seasonal to early termination of this permit.

ACCESS TO CAMPGROUND

ID Cards. Each person registered on a seasonal site (including seasonal guests) is required to obtain from the Park a durable plastic ID card which must be presented for entrance to the Resort. The cost of an initial ID card is included in your site fees. The cost of a replacement card is \$150. You are responsible for keeping track of your own card. Photo ID cards are the property of Clay's Park and must be returned to the park upon termination of your campsite user agreement. All campers are required to present their ID cards before entering the park. **Any member found to have abused their privileges by allowing someone else to use their card will be ejected from the park for the remainder of the camping season.**

Wristbands. In addition to ID cards, Clay's Park will issue each Seasonal a durable wristband. These wristbands must be worn at all times while you are in the park. Replacement wristbands are subject to a \$150 fee. Do not discard these bands until you are notified that they have expired.

Visitors. Visitors are subject to the terms of a Day Use Agreement, along with applicable fees. Please see office for details. There can be no more than a total of eight (8) people on any site at any given time.

EARLY TERMINATION OF PERMIT

Campground shall have the right to revoke this permit for any cause, including, but not limited to: failure to abide by the terms and conditions of this permit, the Campground rules, Seasonal Handbook, or violation of local, state, or federal laws or regulations. Termination of this permit shall be cause for immediate removal from the Campground.

Refunds for early termination will be prorated based on the length of occupancy during the time which the Campground is open for business, after the non-refundable seasonal deposit is deducted. Refunds will only be given after all bills are current, personal property is removed from the Campground, and the site is restored to Management's satisfaction.

SITES

General Rule: Management's decisions on safety, appearance and compliance are final and determined in Management's sole discretion. Site requirements are detailed in the Seasonal Handbook. State specific site requirements take precedence over any regulations in the Seasonal Handbook.

OHIO STATE SPECIFIC REQUIREMENTS

Ohio Revised Code 3729.13: All property placed on the campsite user's site must be removed within five (5) days after the expiration of the date of the campsite user agreement. If it is not removed, the Campground will inventory the property and write a letter to the user requesting removal and advising that court action will be filed requesting that title to the unremoved property be granted to the Campground.

Per Ohio State law, open containers of alcohol are not permitted on vehicles (golf carts included).

PETS

Please list pets below (2 pets maximum). Pets and owners must abide by pet rules which are listed on the website and incorporated in the online Terms & Conditions. **Pets must be tied or leashed at all times!**

Name _____ Type/Breed _____ Rabies # _____

Date of expiration _____ Vet's name _____

Name _____ Type/Breed _____ Rabies # _____

Date of expiration _____ Vet's name _____

SEASONAL FEES AND PAYMENT SCHEDULE

The 2023 seasonal fees range from \$4,500 to \$6,700. Electric usage is billed based upon the actual kWh used. Bills will be emailed monthly to the email address provided on your contract; it is your responsibility to pay these in a timely manner. The starting meter read is: _____.

Closing for the Season—with removal of Unit. If you intend to remove your unit from the Campground for the winter season, and are not paying a winter storage fee to the Campground, you must remove your unit and **all** belongings from the site on or before November 10, 2023. If the unit has not been removed by that date, Management reserves the right to have the unit removed by a salvage company at your expense and the site will be added to current open inventory for the next season.

Closing for the Season—with Winter Storage at the Campground. RV winter storage is available for an additional fee and is subject to the terms of a Winter Storage Addendum. See “Add On” section on the Registration Sheet attached. Please remember that sites must be free of all clutter before November 5, 2023. All of your personal items must be moved inside the unit or taken home. These items include, but are not limited to, children’s toys, lawn chairs, grills, etc. If your site is left unclean, you will be charged a cleanup fee based on the amount of time involved in cleaning the site.

LATE FEES

Should any of the above payments be made after the 5th of each month that it is due, a late charge of \$100 will be added to that month’s payment.

Past Due Balances result in Abandoned Vehicles. Any RV or vehicle left on a site for which there is an unpaid outstanding balance more than 30 days in arrears without written authorization from Campground will be deemed abandoned. Any abandoned RV or vehicle on your site will be removed from the Campground by a salvage company and towed to an impound lot. You will be billed for the costs of the towing. You will also be assessed storage fees from the date of abandonment.

INSURANCE AND LIABILITY

You agree to carry your own property damage and liability insurance on your recreational vehicle and personal property during the term of this permit.

You assume the risks associated with camping with the understanding that Campground permits the use of its property but cannot and does not accept responsibility for the general security of the person or property of users. You accept and assume complete responsibility for articles lost, damaged or stolen.

The use of any equipment or facilities of Campground by you, members of your family, visitors and guests is done so at your own risk and you agree to save and hold harmless and indemnify Campground from and against loss, liability, and expense that may be incurred by Campground by reason of such use or in connection therewith.

Use of images and audio by Campground. It is mutually acknowledged and agreed that during the season, Seasonal and Seasonal’s guests may be photographed, videotaped, audio-taped or the like for promotional purposes. Campground has the consent of Seasonal and its guests to perform such activities. You agree and consent to the use of such photographs, video or audio to be used in the future by Campground in accordance with their wishes. You waive any claims as to intrusion of privacy or the like.

I/We certify that I/We have received, read, understand, and agree to the terms and conditions of the following documents:

- Campsite User Agreement
- Seasonal Handbook
- Guidelines for Enforcing Camping Rules
- Seasonal Registration Fee Sheet and Onsite Winter Storage Addendum (to be completed and returned to Office)

I/We further understand that this permit and the rules and guidelines of the Campground may be amended if necessary.

Permit Holder _____ Date _____

Permit Holder _____ Date _____

FAMILY _____ SITE NUMBER _____ RATE \$ _____
 1st Payment: _____ 2nd Payment: _____ 3rd Payment: _____ 4th Payment: _____

Yogi Bear's Jellystone Park Camp-Resort, Clay's Resort 2023 Seasonal Registration Fees

I hereby select the following Site Type and agree to make the following payments to Northgate-Clay's Park, LLC for the 2023 Camping Season. Please check one:

Select	Site Type	2023 Rate
	Seasonal Elite Premium	\$5,500
	Seasonal Elite Standard	\$5,300
	Seasonal Premium	\$4,900
	Seasonal Standard	\$4,500
	Seasonal Preferred Premium	\$5,100
	Seasonal Preferred Standard	\$4,700
	Seasonal Waterfront Standard	\$6,700
Add-Ons	Type	Rate
	Onsite Winter Storage	\$265
	Extra Seasonal Guest Fee	\$200

TOTAL \$ _____

No bills will be sent out; it is your responsibility to make payments in a timely manner.

Payments may be made by ACH or credit card through Campspot. All credit card transactions will incur an additional 3% processing charge. Personal checks should be made payable to: Northgate-Clay's Resort, LLC.

Payments must be made as follows:

Payment Date	Amount Payable
Upon signing 2023 Seasonal Camping Permit (but no later than September 25, 2022)	¼ Installment = \$ _____ (includes \$500 non-refundable deposit)
December 1, 2022	¼ Installment = \$ _____
February 1, 2023	¼ Installment = \$ _____
April 1, 2023	BALANCE DUE \$ _____

Registered Seasonal Signature _____ Date: _____

ACCEPTED and APPROVED:

By: _____
 Manager/Operator Duly Authorized

ON-SITE WINTER STORAGE ADDENDUM

This will serve as an Addendum to the Campsite User Agreement dated _____, 2022 between Northgate-Clay's Park, LLC, d/b/a Yogi Bear's Jellystone Park Camp-Resort, Clay's Resort ("Campground") and _____ ("Seasonal") to allow for **ON-SITE WINTER STORAGE** at the Campground, and specifically, at Site _____, during the off-season. Any term defined in the Seasonal Camping Permit also applies to this Addendum.

For safety reasons, access to your site during the off-season is limited to daylight hours and you must contact the reservation office at least 24 hours prior to arrival. There is no water or electricity during this time. Access during the off-season is only for the purpose of inspecting and maintaining your RV. Further, access during the off-season may be limited by Campground employees at their sole discretion. It is understood that Campground has no obligation to maintain access past the office during the off-season.

Winterizing:

- RV should be winterized for storage
- Propane tanks should be disconnected
- Personal items removed from the site and secured in your RV or taken home
- All food and trash should be removed and disposed of
- The storage of dangerous or toxic materials is prohibited

You assume the risks associated storing your RV. Campground permits the use of its property pursuant to the terms of your Seasonal Camping Permit but cannot and does not accept responsibility for the general security of the person or property of users. You accept and assume complete responsibility for articles lost, damaged or stolen.

SEASONAL

Dated: _____

CAMPGROUND REPRESENTATIVE

Dated: _____

CURRENT GUIDELINES FOR ENFORCING CAMPING RULES

We sincerely hope that you enjoy your stay here. Our number one mission is to provide you, your family, and your guests with an outstanding customer experience. We also value the security and safety of our guests here at the Campground. Below are the current guidelines management will use when enforcing the Rules & Guidelines. Please review the guidelines and remember that the rules and the enforcement guidelines below are designed to help improve the quality of the camping experiences of you and your neighbors and to protect your safety and security.

TIER 1 - *Initial warning, \$50 fee each, .5 point each*

- Open alcohol containers where prohibited
- Pets not on a leash
- Pets not cleaned up after
- Underage curfew violations/riding bikes after dark
- Children under 14yo swimming without legal guardian
- Feeding feral animals

TIER 2 - *Initial warning, \$100 fee each, 1 point each*

- Unsightly/cluttered site
- Entering pavilion areas when in use by another group or party
- Bringing in outside firewood
- Cutting or taking wood/fallen trees from Campground property
- Speeding
- Not placing garbage inside of dumpster
- Underage drivers on golf carts
- Quiet time violation

TIER 3 - *\$200 fee each, 2 points each*

- Filling dumpsters with large property (such as sofas, carpeting or appliances) or guest property
- Reckless operation of motorized vehicle
- Using golf carts in areas that are off-limits
- Failure to correct "site clean up" violation after 14 days
- Failure to correct "site clean up" violation each 14 days after the initial 14 days. So, 28 days, 42 days, 56 days, etc.

TIER 4 - *\$400 fee each, 3 points each and/or possible immediate expulsion*

- Dumping grey or black water on grounds
- Vandalism to Campground
- Destructive/Abusive behavior
- Tampering with electric meters
- Theft
- Sneaking a guest into Campground or Special Event
- Verbal abuse to other campers or staff

Northgate Resorts reserves the right to change these guidelines at any time and also reserves the right to apply these guidelines at its sole discretion.