

FAMILY LAST NAME _____ SITE NUMBER _____ RATE \$ _____

Clay's Park Resort 2022 SEASON CAMPSITE USER AGREEMENT

Automatic Renewal 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 _____

Emergency contact: _____ Phone _____

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

All campers, their families, and visitors must abide by this User Agreement including all Resort rules and regulations on the attached sheet. Any violation will jeopardize your right to renew this permit or stay for the remainder of the camping season.

RV Manufacturer _____ Year _____ VIN# _____

Type (TT, 5th Wheel, Motor Home, etc.) _____ Length _____ RV Insurance Co. _____

List the name and relationship of 4 family members to be included on this agreement. Include yourself as #1. **Use of the campsite by anyone other than the registered seasonal camper is considered a guest and subject to all applicable guest fees.**

Name	Age	Relationship	Additional Season Guest - \$150.00
1. _____			Name _____
2. _____			Name _____
3. _____			Name _____
4. _____			Name _____

Regular Wristbands Received _____
Initial _____

Guppy (Age3-5) Wristbands Received _____
Initial _____

DURATION AND OCCUPANCY

The seasonal permit for the summer season of 2022 is in effect from November 7, 2021 through on or about November 6, 2022. Campsite User shall remove all personal property at that time. **Admission will be restricted if you have any outstanding balances. Off-season Resort access is available by appointment only**

Clay's Park Resort also reserves the right to use the provisions contained in the Ohio Revised Code 3729.13. This statute gives Clay's Park Resort the following option:

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 Resort 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 Resort.

The undersigned agrees that Resort is intended for temporary recreational occupancy only; it is not a manufactured housing park 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 Resort will be open for business from April 22, 2022 to November 6, 2022. Resort 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 access to the Resort, the Resort facilities, and their assigned site. For safety reasons and other concerns, during the time when the Resort is not open for business, known as the “off-season”, access to your site is by appointment only. 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 Resort employees at their sole discretion. It is understood that Resort has no obligation to maintain access past the parking lot during the off-season.

EARLY TERMINATION OF PERMIT

Resort 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 Resort rules, or violation of city, town, state, or federal laws or regulations. Termination of this permit shall be cause for immediate removal from the Resort.

SITES

General Rule: Management decisions on safety, appearance and compliance are final. You may place your camper as instructed and build a ground-level platform/deck or patio on your site. **No Car-Ports or portable tents are permitted.** When in doubt, you should get prior approval from management or you will be asked to remove it. Your site must always be maintained in a clean, attractive, and uncluttered manner as determined by Management. You may park up to two cars on your site (parking is permitted in designated areas and fines will be issued for violations). One Pop Up or tent may be set up for temporary use (no more than 7 consecutive days). Any site improvements remain the property of the Resort. Trailers may be washed during the off-season. Please use environmentally friendly (bacteria or enzymes based) holding tank products, which are approved by the office. The use of tank cleaning wands or RV hydroflush attachments are illegal as they are apt to cause cross contamination.

Sheds must be no larger than 6' x 6' max and must be resin/plastic. No wooden or other materials are acceptable. Only 1 shed shall be approved and placed on a campsite.

Platforms/Decks must be ground level. No permanent awnings/roofs may be constructed on either existing decks, or new ones. Platforms/decks will be built no larger than 350 total square feet as determined by the Management Team. You may extend out to a maximum of 10' from your camper and build to a maximum length of 35' that runs the length of your RV. All decks must be built in sections for easy disassembly, if needed. Drawings or plans must be submitted to Corporate for approval before construction begins.

Gazebos must be no larger than 10' x 10' and must be approved by management before being added to your site. Type, size, placement and installation will be discussed before any approval is granted.

Your Site. Seasonal site use includes an area no greater than 60 ft long. Some sites are shorter and sites vary in width. Many sites share common ground with neighbors and many, including water front sites, include easements for use by all campers. Camping is not permitted within easy easement area (for example: parking lots, common public areas, etc.). If you have questions about the scope of your site, please contact Park Management.

Fishing Lake Easement is 15' from the shoreline. Please respect this and understand that this is public or open access (other than parking or golf cart traffic). Any questions or comments can be directed to the Corporate Office.

Unightly or damaged RV's and other vehicles will not be allowed. This includes units that have been in the park for some time, but the maintenance has not been regularly performed. Please maintain the exterior appearance of your RV. Washing/Cleaning is recommended at least once a year for aesthetics. Management reserves the right to either arrange cleaning services for you (at your expense), or ask you to remove your unit from the Resort. Units more than 15 years old will not be allowed for new incoming seasonal campers. Please contact the park with any questions regarding our rule on camper age.

Replacing Your RV. If you plan to replace your RV, please notify Clay's Park Management immediately.

Awnings. New permanent roofs or awnings will no longer be allowed, or added to existing decks/platforms. If you plan on adding a portable awning, please remember that these additions must be approved by management. As with other roof coverings or awnings that are currently in the park, please remember to maintain and clean these on a regular basis.

For Sale Signs. Please do not erect or post any signs including “For Sale” signs (or advertisements) on your campsite. Any RV must be moved off Resort property prior to sale. Seasonal Sites are non-transferrable and are excluded from any sale of the RV.

Firewood. No firewood may be brought into the Resort. Stored firewood must not be excessive or unsightly or you will be asked to remove it. See tier 2 fines attached.

Campfires are only permitted in fire rings, circles with large stones, or in a confined cooking device. Campfires should never be left unattended.

Clotheslines are prohibited for the safety and aesthetics of our resort guests. Washers and dryers are available at the resort.

Trees may not be removed or trimmed except by resort staff. If a tree is interfering with your campsite, please contact the corporate office for assistance. Do not cut, mutilate, debark, drive nails, axe or saw into dead or live trees. You may not hang anything from trees, including, but not limited to: clotheslines, rope lights, or cables.

Insurance. Clay’s Park assumes no responsibility for any loss or damage to your RV or other property of any seasonal campers, their families, or guests. You must provide your own property/liability insurance covering your RV, golf cart, etc.

Mail. Please do not use the park address as a mailing address. The Clay’s Park Corporate office does not accept mail or packages for seasonal campers. Packages received in the corporate office will be returned to the sender.

Transfers. Seasonal sites may not be transferred.

Closing for the Season—with removal of RV. If you intend to remove your camper from the park for the winter season, and are not paying a winter storage fee to the Park, you must remove **all** belongings from the site before November 6, 2022. Please complete a “Trailer Status Form” or you will be billed for winter storage.

Closing for the Season—with Winter Storage at the Park. If you have added-on Winter Storage for the 2022 season, please remember that sites must be free of all clutter before November 6, 2022. All of your personal items must be moved inside the RV, 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. See Seasonal Fees and Payment Schedule for winter storage rates.

PETS

Please list pets below (2 pets maximum). Pets and owners must abide by pet rules which are listed on the web site and have an executed Animal Waiver on file. **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 _____

VISITORS

All persons not listed on the seasonal contract are considered visitors and must register prior to visiting your site or using the facilities at Resort. If you assume the guest fee, it is still necessary for the guest to sign in according to state regulation. It is your responsibility to ensure that your guests understand and abide by the rules and regulations of this permit and the Resort.

SEASONAL FEES AND PAYMENT SCHEDULE

The 2022 Seasonal Fee ranges from \$3,900 - \$6,500 depending on your site type. HW sites include water and electricity. FHU sites include water, electric and sewer. See Electric Usage paragraphs below for details.

Select	Site Type	Rate
	Seasonal HW	\$3,900
	Seasonal Preferred HW	\$4,100
	Seasonal FHU	\$4,250
	Seasonal Preferred FHU	\$4,500
	Seasonal Elite HW	\$4,800
	Seasonal Elite FHU	\$5,000
	Seasonal Waterfront HW	\$6,000
	Seasonal Waterfront FHU	\$6,300
	Seasonal Preferred Waterfront FHU	\$6,500
Add-Ons	Type	Rate
	Winter Storage	\$250
	Extra Seasonal Guest	\$150/ea.

TOTAL \$ _____

Payments may be made by check or credit card. Seasonal sites may not be paid online. Credit card payments may be made by calling the reservation office during regular business hours. All credit card transactions will incur an additional 3% processing charge.

Payments must be made as follows:

Payment Date	Amount Payable
Upon signing 2022 Seasonal Camping Permit (but no later than October 31, 2021)	25% non-refundable deposit
February 1, 2022	25% installment payment
March 1, 2022	25% installment payment
April 1, 2022	25% final installment payment

Substitutions of any individual campers listed on your contract are not permitted after signing.

Please remember that any Seasonal Camper who has not renewed their agreement (paid their site deposit) for the **2023 season** must have their RV unit removed by check-out on November 12, 2022. If the RV unit has not been removed by that date, management reserves the right to have the camper removed by a salvage company and the site will be added to current open inventory for the next season.

Vacating your Site. Remember also, that you may not remove your RV from Clay’s Park Resort until all outstanding balances have been paid in full. As a Seasonal Camper, you agree to pay for all collection expenses, including attorney fees and court costs (if applicable). Our intent to remove the camper will be provided to the phone number and email address in the campers’ file two weeks prior to removal.

Past Due Balances result in Abandoned Vehicles. Any vehicle left on a site for which there is an unpaid outstanding balance more than 30 days in arrears without written authorization from Clay's Park will be deemed abandoned. Please understand that any abandoned vehicle on your site will be removed from the park 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 at the rate of \$10.00 per day.

Electric usage is metered and payment is due at the end of each month. If bills are not paid, a \$5.00 late fee will be added to your account each month that your electric bill remains unpaid. Bills are available at the corporate office after the fifth of each month. We do not mail any invoices except the last bill. You can call the office for your balance, or if you provide a valid email address, we will email your electric bills on a monthly basis. You can also make secure payments online through your Campspot confirmation link: www.campspot.com, call the corporate office and pay with a credit card over the phone, or come to the office to pay with cash, credit card, or check. A drop box is also available at the corporate office if the office is closed. Some campers choose to prepay an estimated amount for the season to avoid writing several smaller checks. There is a \$5.00 per month processing fee on all electric bills.

Final Electric Bill for the Season. If you do not have an email address on file, your final October electric bill will be mailed to you. If you do have an email address on file with us, your final October electric bill will be emailed to you, NOT mailed. If past due electric bills exceed \$100.00, admittance to Clay's Park will not be allowed. Additionally, seasonal campers with past due electric bills exceeding \$100.00 will not be permitted to purchase discounted tickets to events at Clay's Park.

Moving Your RV. Clay's Park will no longer move, or adjust RV's on sites. Please make arrangements with an outside vendor, or inquire in the Corporate Office about hiring someone for this service.

ACCESS TO RESORT

ID Cards. Each person registered on a season site is required to purchase 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 \$5. The cost of a replacement card is \$15. 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 camper a durable wristband. These wristbands must be worn at all times while you are in the park. Replacement wristbands are subject to a \$5 fee. Do not discard these bands until you are notified that they have expired.

Season Passes. The seasonal camping package includes passes for up to four family members as listed in the Season Campsite User Agreement. Children five years old and under are free. Seasonal passes for any additional person may be purchased for \$150 plus \$5 for their ID.

Overnight or Daily Passes. All seasonal guests must pay the daily fee of \$15.00 per person or \$7.00 if over 65 yrs. old. This admission rate includes use of park amenities on the day of check-in, access to your campsite that night, and use of park amenities until close the next day. ****These rates are subject to change during holidays or special events****

Special Guest Procedure (late afternoon). Entry fee of \$5.00 per person. Entry permitted after 5PM (Monday-Thursday) and guests must exit park by 11:30PM. Limit of 4 guests per night, per site. Not valid during special events and/or Holidays.

GOLF CARTS

1. All golf carts must be registered with the corporate office and have the site number of the owner on the back and both sides in no less than 4-inch numbers. The registration fee is \$50.00. If you should choose to move sites, please remember that the new site number must be added to your golf cart.

2. Only licensed drivers may operate golf carts and scooters. All golf carts must be inspected at one of the annual Golf Cart Rodeos and be tagged and approved by park management before use. Drivers of rental carts must be 21 years of age or older.

3. Cruising on golf carts during the quiet time hours after 12:00 midnight is prohibited. Violators will be subject to a \$100 fine.

4. Open containers of alcohol are not permitted on vehicles (golf carts included), per Ohio State law.

5. Golf carts operated after sunset must have headlights on.
6. Golf carts must be operated properly. Reckless driving, horseplay, off-roading or any other misuse of the cart will not be tolerated. Fines and possible removal from the park could potentially follow this behavior.
7. Speed limit for ALL moving vehicles is 5mph.
8. Golf carts may be used on roads and paths only. No off-roading.
9. You must provide evidence of insurance upon registration.
10. Management reserves the right to restrict access to any areas due to weather or other activities.
11. Four wheelers, ATV's and UTV's are not permitted.

MOTORIZED VEHICLE POLICY

Only state-licensed motorized vehicles are permitted in the resort. The use of ATVS/UTVS, NEVS, Go Karts, motorized scooters, motorized bicycles, mini-bikes, utility vehicles, slingshot trikes, dune buggies etc., are generally not allowed. Low speed gas or battery powered vehicles (maximum of 15 mph from the factory) such as Segways and hoverboards, etc., are allowed if they meet the proper requirements. Management reserves the right to restrict any non-state licensed motorized vehicle for any reason at any time. Allowable motorized vehicles (gas or battery powered), can only be operated by a licensed driver and cannot be operated after dusk. Drivers of low speed gas or battery powered vehicles must obey the same traffic laws that apply to operators of motor vehicles and golf carts, including obeying the speed limit of 5mph, obeying traffic signs and signals, traveling in the same direction as the rest of the traffic, signaling turns, and yielding the right-of way. Off-roading is strictly prohibited.

Personal mobility devices used by persons with disabilities are allowed.

This policy does not apply to children's "toys" that are low-speed gas or battery powered such as low-speed hover-boards, electric scooters, and power wheels, but close attention must be paid to all other vehicle traffic. Parents are urged to teach their children safe operating practices and must monitor their children's activities at all times. Use of low-speed motorized toys is strictly prohibited after dusk.

LATE FEES

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

INSURANCE AND LIABILITY

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

You assume the risks associated with camping with the understanding that Resort permits the use of its space, 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 Resort 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 Resort from and against loss, liability, and expense that may be incurred by Resort by reason of such use or in connection therewith.

Use of images and audio by Clay's Park Resort. It is mutually acknowledged and agreed that during the season, licensee and licensee's guests may be photographed, videotaped, audio-taped or the like for promotional purposes of Clay's Park Resort. Clay's Park Resort has consent of licensee and its guests to perform such activities. The licensee agrees and consents to the use of such photographs, video or audio to be used in the future by Clay's Park Resort in accordance with their desires. Licensee waives any claims as to intrusion of privacy or the like.

I/We certify that I/We have read, understand, and agree to the terms and conditions of this seasonal camping permit and the rules and guidelines attached to this permit. I/We further understand that this permit and the rules and guidelines of Resort may be amended if necessary.

Permit Holder _____ Date _____

Resort Manager _____ Date _____

Clay's Park Resort RESORT RULES & GUIDELINES 2022

Clay's Park Resort is a family Resort. These rules are written so that everyone will have an enjoyable and safe stay.

1. SPEED LIMIT throughout the Resort is 5 M.P.H. ***We realize that this is ridiculously slow. If you do not feel that you are driving ridiculously slow, then you are driving too fast.*** Motorcycles and cars should be driven to and from campsites only. Please remember that you share the road with bicyclists and pedestrians.
2. THE CONSUMPTION OF ALCOHOL shall be done in a responsible manner. Drunkenness, use of illegal drugs, and disorderly conduct will not be tolerated. Under no circumstances will minors be served, or allowed to consume alcoholic beverages. State law prohibits you, your guests, and visitors from bringing alcoholic beverages into the Resort.
3. QUIET HOURS are from 11 PM until 8 AM. Please have consideration for camping neighbors always. Remember TV and radio sound travels. Keep indoor TV and radios at a quiet level. Any outdoor TVs or radios should be turned off during quiet hours.
4. CHILDREN are the parents' responsibility. Please accompany small children to restrooms. Children must be accompanied by an adult when swimming. All children must be at their campsites by Quiet Hours.
5. ALL PETS should be Resort friendly and understand the pet rules. **Pets must be on a 6' or shorter leash or tied at all times.** For health and reasons, dogs are not allowed on the beaches, playgrounds, ball fields or in Resort buildings. Barking dogs are extremely annoying. Please be sure that your dog does not disturb other campers. Please do not leave your dog unattended outside your camper. Be sure to bring a current copy of your pet's vaccinations. Any dogs showing aggressive behavior will be asked to leave and you will not be given a refund.
6. TREES are a natural beauty. Please do not harm the trees and vegetation that live at the Resort. Firewood is available at the office.
7. OUTDOOR SWIMMING is restricted to the Water Park during guarded hours. Children must be at least 14 years old, or accompanied by an adult, to swim. The fishing lake and creek are OFF LIMITS for swimming at all times.
8. FIRES should be kept small and under control at all times. Only wood purchased at Resort is permitted at Resort. Please do not burn trash. Fires **MUST NOT** be left unattended and **MUST** be extinguished with water when you retire for the evening or leave your site.
9. FLAGS. The following flags are allowed to be displayed at your site and throughout the campground, American, Canadian, Military, including Air Force, Army, Marine Corps, Navy, Coast Guard, POW, MIA, and veterans, sports and decorative flags such as holiday, seasonal or garden
10. VISITORS must register at the office as required by State law. All Resort rules apply to guests. Camper's guests are their responsibility.
11. SMOKE FREE. All Clay's Park buildings are smoke free.
12. FIREARMS and deadly weapons including, but not limited to, air guns, BB-guns, paintball guns and slingshots are **strictly prohibited**.
13. FIREWORKS, sparklers and Chinese Lanterns are prohibited.
14. DRONES are prohibited due to the Resort's proximity to the Akron/Canton Airport. Exceptions to this policy can only be done with express written consent of Clay's Park Management.
15. BICYCLES are to be used on roads and paths only. No bicycles are to be used on the boardwalks, stairwells, docks, decks, etc. Bicycles are not permitted after dark. Being a family Resort, there is a lot of bicycle traffic. **VEHICLES AND BICYCLES ALIKE SHOULD USE CAUTION AND YIELD TO PEDESTRIANS.**
16. For the protection of our septic systems, and the environment, please use environmentally friendly, (bacteria or enzymes based) holding tank products. The use of tank cleaning wands or RV hydroflush attachments is illegal as they are apt to cause cross contamination.
17. **Don't bring any type of firewood!** Firewood must be purchased from the Resort. Selling firewood or other items on, or from your site is strictly prohibited.
18. GRIEVANCES. We urge you to consider resolving grievances in a neighborly fashion. Our goal is to provide all our campers with a "top notch" experience at Clay's Park. We have an open communication policy and encourage your ideas and suggestions. Email us, or set up an appointment if we can help improve your experience at Clay's Park.
19. NO engaging in or soliciting business within the Resort. No person shall distribute, post, place or erect any advertising of any kind.

Be Respectful of our picnic guests. Golf carts are restricted from the shelter areas while picnics are in progress. If you are caught driving through a picnic area, you will be issued a fine.

Be Respectful of our event producers and attendees. Please do not enter into an event area without a proper admission wristband. Fines will be issued.

"A good neighbor is a welcome blessing"

"Do unto others as you would have them do unto you"

"Time camping isn't spent...it's invested"

We hope that your stay will be enjoyable! Thank you!

CURRENT GUIDELINES FOR ENFORCING CAMPING RULES

We sincerely hope that you enjoy your stay here at Clay's Park Resort. 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 Resort. Below are the current guidelines management will use when enforcing the rules in the Season Camper Handbook/Code of Conduct. Please review the guidelines and remember that the rules in the handbook 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 = \$25.00 – Initial warning, fine on second offense

Examples include, but are not limited to - (under age/unlicensed driver of golf cart or scooter, no site number or inspection sticker on golf cart, open alcoholic container anywhere in the park, pets not on a leash, pets not cleaned up after, under age curfew violations/riding bikes after dark, children under 14yo swimming without legal guardian)

Tier 2 = \$50.00 – Initial warning, fine on second offense

Examples include, but are not limited to – (unsightly/cluttered site, verbal abuse to other campers or Clay's Park Resort staff members, entering pavilion areas when in use by another group or party, bringing in outside firewood, cutting or taking wood/fallen trees from park property, not placing garbage inside of dumpster)

Tier 3 = \$100.00 – Initial warning, fine on second offense, possible removal

Examples include, but are not limited to – (quiet time violation, using golf carts in areas that are off-limits, filling dumpsters with large furniture or other items from home, excessive speeding in golf cart or motorized vehicle)

Tier 4 = \$250.00 – Immediate fine, possible expulsion from park

Examples include, but are not limited to – (dumping black water on to grounds, any type of vandalism to Clay's Park property or another camper/guest property, any type of theft from Clay's park or another camper/guest, tampering with electric meters, reckless operation of any motorized vehicle, destructive/abusive behavior caused by excessive drinking, sneaking a guest into the Resort, sneaking into special events)

Clay's Park Resort reserves the right to change these guidelines at any time and also reserves the right to apply these guidelines at its sole discretion.