

## **2019 SUNFOX SEASONAL AGREEMENT**

IN CONSIDERATION OF ACCEPTANCE BY SUNFOX CAMPGROUND, LLC OF THE CAMPER NAMED IN THIS AGREEMENT ("Camper") FOR THE USE OF THE CAMPING SITE IDENTIFIED BELOW ("The Site") FOR THE 2019-2020 SEASON (which runs from April 1, 2019 through October 31, 2019), CAMPER HEREBY AGREES TO ALL OF THE FOLLOWING:

In addition to obeying the general rules and regulations published separately and furnished to Camper and/or posted by SUNFOX CAMPGROUND, LLC (The "Rules"), Camper agrees to accept, abide by, and obey the following rules and guidelines set forth by SUNFOX CAMPGROUND, LLC

Camper agrees to keep the site clean and comply with all rules for site conditions and improvements.

In addition to general cleanliness and freedom from animal waste, SUNFOX CAMPGROUND, LLC requires that the overall appearance of the Site be neat and not cluttered. Judgment of same shall be reserved to SUNFOX CAMPGROUND, LLC exclusively.

Camper is allowed to make physical improvements or changes to the Site only with the prior written permission of SUNFOX CAMPGROUND, LLC. Upon departure, site shall be left clean. If a deck is installed, it may be removed upon departure provided that the site is left in the same condition as prior to deck installation. This may require seeding or placement of stone.

RV unit may not contain washer or dryer.

SUNFOX CAMPGROUND, LLC will not tolerate behavior, social or otherwise, which is judged by SUNFOX CAMPGROUND, LLC as prejudicial to its business interests. Judgment of same shall be reserved to SUNFOX CAMPGROUND, LLC exclusively.

Camper agrees to abide by the rules and regulations of the Town of Lisbon; specifically, Camper may not declare residency in the Town of Lisbon at any time during his/her stay, no matter how long in duration that stay may extend. Camper agrees not to attempt to enter children into the Lisbon school systems at any time and agrees not to bring school age children to the campground during legal school calendar days for any stay in excess of 1 week. Camper further agrees not to make any claim on the Town services in the Town of Lisbon. Violation of any of these campground regulations will result in immediate termination of Camper's stay at Sunfox Campground and this Seasonal Agreement, and any remainder of contract period is not assignable. *Per CT State Statutes, the town of Lisbon will assess a personal property tax on any RV that is located at Sunfox for a period of greater than 90 days as of the annual assessment date (typically October 1). Many campers choose to register their RV locally, as the mil rate in Lisbon is very low compared with many other CT towns. For example, an RV worth \$20,000 would be taxed at about \$275. Therefore, all "full seasonals" are subject to this assessment, while campers opting for the "short seasonals" would not be assessed by the Town of Lisbon unless the combination of programs, including any storage, creates a stay of greater than 90 nights.*

Camper grants to the management of SUNFOX CAMPGROUND, LLC the express right to either enter RV and/or remove RV from site without prior notification.

Camper agrees to pay all fees and monies charged and assessed by SUNFOX CAMPGROUND, LLC for camping, visitors, electricity, site services, late payment fees, merchandise, and any and all other costs related to camping at Sunfox Campground, on schedule, as published and/or required by SUNFOX CAMPGROUND, LLC

Enforcement of this Seasonal Agreement requires no prior notice and is at the discretion of SUNFOX CAMPGROUND, LLC. Delay or waiver of enforcement does not diminish the validity of this Seasonal Agreement in any way or preclude enforcement at any time. This Seasonal Agreement is in effect for the entire duration of Camper's stay at Sunfox Campground. It continues in effect even if Camper's stay is interrupted for any reason and resumed at a later date. This Seasonal Agreement is terminated only when the Camper leaves Sunfox Campground permanently or this Seasonal Agreement is replaced by another Seasonal Agreement. If Camper vacates the site prior to end date of this agreement, SUNFOX CAMPGROUND, LLC reserves the right to re-book the site for the remainder of the stay, with camping rate for the time site was occupied recalculated at prevailing monthly rates, which may result in no compensation due Camper for an early departure.

SUNFOX CAMPGROUND, LLC is not responsible for injuries, accidents to Camper, his/her family, guests or invitees, or for fire, theft, loss of valuables, or damages from any cause. SUNFOX CAMPGROUND, LLC reserves the right to evict any person or persons creating a disturbance or being party to or causing undesirable influence or behavior. Judgment of same shall be reserved to SUNFOX CAMPGROUND, LLC exclusively. SUNFOX CAMPGROUND, LLC reserves the right to collect attorney fees if the legal process must be used to enforce the rights of SUNFOX CAMPGROUND, LLC.

Each Camper shall secure full value comprehensive insurance coverage for their RV during the term of this agreement. SUNFOX CAMPGROUND, LLC assumes no responsibility for damage to said RV for any reason, including but not limited to, vandalism, theft, natural causes, or acts of God. SUNFOX CAMPGROUND, LLC assumes no responsibility for proper maintenance of said RV during course of stay. In addition, each Camper shall maintain a minimum of \$100,000 liability insurance coverage, and shall provide SUNFOX CAMPGROUND, LLC with certificate demonstrating such coverage.

This agreement does not constitute a landlord-tenant agreement but is rather considered a temporary recreational lodging agreement, and the campground is not considered as a primary residence. SUNFOX CAMPGROUND, LLC reserves the right to refuse renewal of

this Seasonal Agreement or of a camping stay. If you are asked to leave for any reason by SUNFOX CAMPGROUND, LLC, you must do so immediately, or accept that you will be considered a trespasser by the appropriate local authorities.

The 2018-19 seasonal agreement DOES NOT include off-season, on-site winter storage. However, any seasonal camper who is re-booking a site and paying deposit for the subsequent season will be given FREE on-site, unplugged winter storage for the months of November through March. Campers who are NOT rebooking must remove their RV by December 1, or a winter storage fee of \$150 for the period of November 1 through March 15 will be charged, and RV must be removed no later than March 15.

If the seasonal agreement is terminated early, calculation of camping fees will revert to applicable published rates for short-term stays, including monthly, weekly and nightly, and may result in no refund, even if full season is not completed. In addition, any cancellation or termination requires proper notice. If seasonal reservation is cancelled on or before December 31, 2018, a \$20 fee will be charged. If reservation is cancelled between January 1, 2019 and February 15, 2019, a \$100 cancel fee will be charged. If canceled February 15, 2019 until March 31, 2019, a \$250 cancel fee will be charged.

The current general rules of the campground are an integral component of this agreement, which the undersigned agrees to follow and uphold at all times.

(CAMPER'S NAME) (Please print)

\_\_\_\_\_ agrees completely to the requirements and provisions stated in this Seasonal Agreement, realizing that failure to comply with the terms of this Seasonal Agreement will result in termination of stay at Sunfox Campground, with no compensation. Any cost incurred by SUNFOX CAMPGROUND, LLC in enforcing this Seasonal Agreement, removing Camper or his/her recreational vehicle from the premises, or collecting any monies or fees due to SUNFOX CAMPGROUND, LLC including reasonable attorney's fees and legal costs, shall be paid by Camper. All members of Camper's party are listed below. Anyone not listed shall be considered a guest, subject to visitor fees. An adult member (age 21 or over) of Camper's party must be present whenever any of those listed below who are under age 21 are within campground, and an adult member of Camper's party must be present for any guests to visit Site. Camper is responsible for all members of his/her party and all of his/her guests and invitees.

ABSOLUTELY NO SUBLET, CHANGE OF SITE, CHANGE OF CAMPING VEHICLE OR CHANGE IN REGISTRATION IS PERMITTED WITHOUT THE EXPRESS WRITTEN CONSENT OF SUNFOX CAMPGROUND, LLC. Camper may not advertise any sublet of RV or site. However, if permitting family members or friends who are NOT registered as part of your seasonal site to utilize your site, the published site fees will be applied and collected. Advance notice is required, and Sunfox takes no responsibility for your guests/RV.

ALL REGISTERED & PAID MEMBERS OF CAMPER'S PARTY—BASE RATE INCLUDES 2 ADULTS (non-transferable):  
(Please print and include name, age of those under 21 as of April 1, 2019 and gender):

PLEASE LIST THE NAMES OF ALL PERSONS IN YOUR REGISTERED & PAID CAMPING PARTY AND AGES AS OF APRIL 1, 2019 OF ALL PERSONS UNDER TWENTY-ONE (21) YEARS OF AGE:

Name	Age	M/F	Name	Age	M/F
1 _____	XXX	___	2 _____	XXX	___
3 _____	___	___	4 _____	___	___
5 _____	___	___	6 _____	___	___

Payment Schedule: *If electing to pay in full, a discount of \$100 is offered (payment by August 31, 2018 by check or cash)*

Initial Deposit (due by August 31, 2018)	\$500.00
February 15, 2019	\$1000.00
April 1, 2019	Balance in Full

There will be no bills issued, so please submit payments according to due date.

If a payment is late, a late fee of 18% per annum will be charged. Please allow ample mailing time. Please be sure to make your payments in a prompt manner. Not only shall SUNFOX CAMPGROUND, LLC assess and collect late fees, but any seasonal site that is not paid in full by May 15, 2019 will be subject to removal from site until such time as all camping fees, late fees and moving charges are paid, with no assurance that the original site will still remain available.

\_\_\_\_\_  
Camper's Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Site #