

SEASONAL RULES AND REGULATIONS V9.13.17 Page 1 of 2 (Seasonal guidelines apply to all guests staying longer than a weekend including: weekly, monthly, or seasonal guests. Seasonals must also adhere to the general campground guidelines).

- A. Quiet hours are between the hours of 11pm and 8am. Please remember to be respectful of your neighbors during non-quiet hours. Music and noise should not carry beyond site boundaries. Please refrain from using any loud power tools from Friday at 3pm to Sunday at noon during the weekend so all guests may enjoy their camping experience.
- B. All children 12 years old and under must be supervised by a parent or adult designee while on campground property and may not be unattended. *Minor children of seasonals, age 17 and younger, may not be present on the grounds without the adult seasonal present.* All minors must be on their campsite during quiet hours. As a seasonal you are responsible for the actions and behaviors of your children and paid guests while on campground property. All guests must pay the applicable guest fees for the entirety of their visit. If a guest of a seasonal does not pay the applicable fees the guest will be asked to leave and the seasonal will be responsible for all charges.
- C. Please respect your neighbor's property and space by limiting your group's activities to the boundaries of your assigned campsite. Seasonals may not enter another person's campsite without verbal permission of the site owner. Vehicles must be parked on your paid seasonal site only. Vehicles must display a current Seasonal Sticker.
- D. If you would like to make physical changes to your campsite (including sheds and decks), please submit your request with the office, and await approval before starting any work. If approval is not granted the camper runs the risk of having any work removed by campground. If a government agency declares any part of a campsite in violation of any rule or ordinance, even if done with management permission, it shall be the camper's responsibility to abate or correct. Remember to consider other guests and be respectful of the natural environment when requesting campsite improvements. Seasonals are limited to one shed (max 8' x 8') per site. All physical property located on your campsite whether brought on by you or inherited from the previous camper must be removed in full when vacating the campground. Once you accept the site by starting to camp on it, the contents on it become your responsibility.
- E. For the safety and enjoyment of our campground visitors, please keep your seasonal site clean, mowed, well maintained and free of trash. Seasonal campsites that are not properly maintained will be flagged by the management, and may be charged a clean-up fee, removal fee, or mowing fee of \$25 per incident. We can provide weekly mowing for a charge. Please contact the office if interested in this service. The exterior of each seasonal trailer must be cleaned at the beginning of each season. All tarps and plastic must be removed by May 13th and remain off for the remainder of the season.
- F. For Sale signs may not be posted without prior approval from management. Campers may not sublet or transfer their seasonal site to anyone without prior consent of the campground. All new customers must complete the application process.
- G. Seasonals must use an approved waste digester chemical and RV biodegradable toilet paper for their black holding tank to prevent clogging of septic systems. Pump outs for non-sewer sites are done on Monday, except on holiday weekends. The pump out schedule may change at our discretion. It is illegal to dump any wastewater, black water, grey water or discharge any hazardous material into or on the ground, therefore not permitted.
- H. There are no washers, dryers, dishwashers, or any type of electric heaters (including electric hot water heaters) permitted in trailers or on campsites.
- I. To conserve energy all lamping in lighting fixtures inside and outside of your trailer must be LED, or run off of your 12 volt system. Outdoor lights for campsites must be limited to one strand of lights. No spot lights or flood lights unless they are LED, and if permanently installed, must be done by a licensed electrician. All lights must be turned off during quiet hours. When leaving for more than one day you must turn off any air conditioners, appliances or outdoor lights that use electricity. Before we turn your breaker off we will attempt to turn off your AC by accessing your trailer with supplied keys which indicate your permission. The campground reserves the right to turn off power breakers for anyone that does not adhere to this. We will not reimburse you for spoiled food, whether the power failure was our fault or not. Do not leave perishables in your camping unit when not at the campground.
- J. Gate cards can be rented for a deposit, and can only be used by registered campers. One gate card will be given per licensed, adult driver registered on site. No gate cards will be issued to guests, friends or visitors of sites. Misuse of gate cards will result in the revocation of gate card privileges.
- K. For your convenience you may use your own golf cart on campground roads or other designated paths or areas. You must provide office with current proof of insurance and sign a waiver that will be kept on file. Golf Cart Insurance certificates must be kept current. **Licensed drivers 21 and over only.** All state driving rules and campground guidelines must be obeyed while operating golf carts on the property. Golf carts must be driven in a safe manner. Open alcoholic containers are not permitted on golf carts. Driving while drinking or intoxicated will result in a loss of golf cart privileges.
- L. All facilities and services are subject to change or closing without notice. We are not responsible for any loss of property due to power outages, weather related issues, falling trees or branches (whether you informed us or any issue or not) or any other issue. We will not provide any refunds for loss of any services.
- M. All seasonals must obtain insurance to cover their camping unit and personal property. You must provide The Great Divide with updated written proof of your insurance after any expiration. ***Note a tree or branch that damages your trailer is handled by your insurance not The Great Divide Campground.**
- N. All seasonals agree to treat our staff with kindness and consideration. Any issues must be communicated directly to the office and not to staff actively working in the campground unless the issue is an actual safety issue or emergency, at managements discretion. Any seasonal who becomes rude will have their seasonal status revoked and turned to monthly, or may be asked to leave without a refund.
- O. The Great Divide Campground Seasonal Rules and Regulations and General Guidelines are subject to change without notice from time to time at The Great Divide's discretion. All campers are responsible for following the latest version and adhering to the rules at all times.

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- P. **WINTER & GENERAL STORAGE:** Camping unit must be locked and secured before the start of winter storage. We recommend leaving a set of keys in office for emergencies. The Great Divide Campground reserves the right to relocate the camping unit in the case of an emergency. No insurance of any kind is carried by the Great Divide Campground on your camping unit, any contents, or other items belonging to you. Campers are required to have insurance on their belongings. Campers are responsible for any damage caused by their belongings unit to the property of others. During the off season campers may access the campground with 48 hour prior notice to the campground owner via email to info@campthegreatdivide.com. Campers shall not store dangerous, noxious, filthy, offensive, explosive or highly flammable materials in the camping unit or on their site, and shall be responsible for any environmental damage that is caused by their belongings on the campsite.
- Q. **FIRE PERMIT:** By authority contained in Title 13, Chapter 9, Revised Statutes, and Chapter 2, NJAC 7:27-2.1 et seq. permission is hereby granted to the above camper to maintain a fire size 2.5' x 2.5' x 2.5' during the hours of 8am-12am at The Great Divide Campground. Open burning regulations do not permit the disposal of rubbish, garbage, fallen leaves and yard waste by burning. This permit does not give authority to burn contrary to the NJ air pollution control code, NJ uniform fire code, or the forest fire prevention and control act. Violators are subject to fines up to \$5,000 and permit revocation.
- R. **NAME, IMAGE AND LIKENESS RELEASE:** By attending The Great Divide Campground, you consent to your likeness and image (with or without your voice) being included in audio-visual productions, photographs and/or other materials created by The Great Divide Campground or its designees. You irrevocably grant The Great Divide Campground, its licensees and assign a perpetual, worldwide, royalty-free right and license to use and publish such content in any and all media, whether now known or hereafter devised. You further shall have no right to any payment or accounting from The Great Divide Campground in connection with the foregoing, and shall make no claims for compensation against The Great Divide Campground.
- S. **SEASONAL FEES:** Any seasonal not renewing their seasonal contract for the 2018 camping season must remove their camping unit and any personal property including decks, sheds, personal items and other structures off the site by April 27, 2018. Camping units remaining on the property without a valid 2018 camping season contract and payment will be subject to the daily site fee of that particular site beginning April 28, 2018. For seasonals returning for 2018 full payment is due by April 27, 2018. After April 27, 2018 the seasonal contract is null and void if not paid in full, and campsite will be converted to a monthly contract. The seasonal fee is "discounted" from the normal daily, weekly, or monthly fee. Credits due for a partial season due to customer for any reason will be based on the total length of stay completed converted to the monthly pricing. The discounted seasonal fee is only for campers completing a full season.
- T. **SEASONAL CUSTOMER ACCOUNTS:** While at The Great Divide Campground guests on your site may charge to your customer account for purchases at the store and/or deliveries only if you have a current credit card on file. Seasonal accounts will be charged every Sunday. Campers understand that they will be responsible for all credit card charges accrued at The Great Divide Campground.
- U. **ADDITIONAL TERMS:** All property located on the campground is subject to lien under N.J.S.A. 5:16-1, et Seq. All campers will be responsible for all reasonable costs of collections, including court costs, and attorney fees associated with the collection of any debt owed to The Great Divide Campground, LLC (herein called "Campground") by the Camper. The Campground reserves all rights available to it under the Campground Facilities Act, as amended. All provisions and rights set forth herein hereunder shall be in addition to all rights given to campgrounds under that Act and any other statutory or common law. Camper may not assign the rights, privileges or responsibilities under this contract to any other party. This contract shall not be construed to give any rights to any camper under the New Jersey Landlord Tenant Statute. This campground is privately owned. The camper accepts the camping privileges with the understanding that he /she is solely responsible to keep, maintain, and safeguard his/her person and/or property from injury, loss or damage arising out of the use of the campground facilities, including but not limited to injury, loss or damage caused by weather conditions, heavy rainfall or flooding, utility loss or failure, which the Camper agrees and acknowledges are conditions that the Campground cannot forecast or predict.
- V. **GENERAL WAIVER:** You acknowledge that you are attending The Great Divide Campground and participating or engaging in the activities at your own risk with respect to dangers inherent in and incidental to the campground and the activities occurring prior to, during or after events. You acknowledge there are inherent risks involved in camping in an outdoor setting, including but not limited to weather risks and the inherent dangers posed by crowds, which may involve risk of serious injury, loss of life, and/or property damage. You take responsibility for your own health, welfare and safety during your attendance at the campground, and therefore assume all risks whether or not described herein with full knowledge thereof. Accordingly, for yourself, your executors, administrators, heirs, next of kin, successors and assigns, in consideration of being permitted to attend the campground and participate in its activities, you hereby irrevocably waive and discharge any and all claims that you now have or may, in the future, have against The Great Divide Campground and its respective members, affiliates, successors, assigns, officers, directors, employees, agents and licensees (The Great Divide Campground Releasees), including, without limitation, any and all claims for personal injury, death or property damage, whether or not caused by the negligence of The Great Divide Campground Releasees. You further agree to comply with any and all safety rules and regulations applicable to the site and the activities, including those issued by The Great Divide Campground, as well as all applicable local, state and federal laws, and agree not to act in a manner that may jeopardize the health or safety of others or yourself. Failure to comply with the foregoing or violation of such rules and laws may result in ejection from The Great Divide Campground (**without a refund**), civil penalties, and/or arrest.

By attending you represent that you have read, understood, and agree to these terms. You further agree that if any portion of these Seasonal Rules and Regulations is found to be void or unenforceable, the remainder shall remain in full force and effect.