SEASONAL CAMPGROUND LODGING AGREEMENT FOR THE 2022 SEASON

1. The CONTRACT.

A. This agreement is called the CONTRACT. All words which are typed in CAPITAL LETTERS are defined in the CONTRACT.

B. Upon the payment of FEES and execution of this CONTRACT by both parties, the persons named herein as the CAMPERS are granted the privilege of LODGING for a SEASON at the CAMPGROUND on a CAMPSITE, until and unless the CAMPER is subject to REMOVAL.
CONTRACT incorporates the CAMPGROUND BUILES, policies, and any other.

C. The CONTRACT incorporates the CAMPGROUND RULES, policies and any other documents issued by the CAMPGROUND to the CAMPER at any time during the term of the CONTRACT.

D. The CAMPGROUND may elect to allow persons who are not CAMPERS to LODGE on a day-to-day basis as GUESTS under the conditions of this CONTRACT.

 E. The CAMPERS acknowledge the INHERENT RISKS of camping at the CAMPGROUND and agree that the liability of the CAMPGROUND is limited as stated in this CONTRACT.

F. Upon expiration of the CONTRACT or REMOVAL of the CAMPER, the CAMPING UNIT shall be removed as stated in this CONTRACT or may be removed by the CAMPGROUND at the expense of the CAMPER.
 G. This CONTRACT may not be assigned to others. The CAMPER may not list the

CAMPING UNIT or CAMPSITE on a sharing site such as RVshare, Outdoorsy, AirBnB, VRBO, or any other service or advertising forum. Listing a CAMPSITE or CAMPING UNIT on a sharing site, or sale a of the Unit by the Camper constitutes a voluntary termination of this Agreement.

H. The term of this CONTRACT is the SEASON.

 I. Any disputes concerning this CONTRACT are subject to ARBITRATION.

A. The persons named below, and no one else, are the CAMPERS:

2. The CAMPGROUND.

 As used in this CONTRACT, the term CAMPGROUND means the premises of *INSERT CAMPGROUND NAME AND ADDRESS HERE.* [The CAMPGROUND is a (limited liability company)(corporation).] The CAMPGROUND includes the amenities and common areas of the CAMPGROUND.

3. The CAMPERS:

ADULTS:			

MINORS:	
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B. Animals. No pets or other animals are permitted.

[Option – Pets or No Pets; If You Have Pets, Define What Are Allowed].

Animals. The CAMPGROUND allows CAMPERS to bring one (1) dog and (1) cat owned by the CAMPER. Before bringing the dog or cat, CAMPER shall execute a PET AGREEMENT.

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C. Any unauthorized animal or animal causing damage or injury will be ejected immediately.

 D. Animals shall be kept inside the CAMPING UNIT or on a leash. There are NO EXCEPTIONS to this RULE. Any animal found unleashed outside a CAMPING UNIT will be ejected without any warning.

E. Service animals which work to provide a disabled person with specific assistance are welcome. The CAMPGROUND does not accept "emotional support animals" or "comfort animals."

4. LODGING.

A. The CAMPERS' privilege of occupancy is known as LODGING. The CAMPGROUND is a place of transient recreational lodging. The CAMPGROUND is not a residence or leasehold of any kind. This CONTRACT provides the CAMPERS with the right to be physically present on the CAMPGROUND for the specific purposes authorized in the CONTRACT. The privilege is a license to be present on the CAMPGROUND at the pleasure of the CAMPGROUND and is not a lease.

B. All CAMPERS agree to enjoy their LODGING in an orderly, respectful, peaceful, civil manner which is respectful of the interests of other CAMPERS and GUESTS, and which complies with the RULES of the CAMPGROUND.

C. All CAMPERS and GUESTS acknowledge the CAMPGROUND may demand and cause REMOVAL of any CAMPER or GUEST for violation of the CAMPGROUND's rules or standards, at any time without notice or prior warning in the sole judgment of the CAMPGROUND.

D. LODGING includes the CAMPERS' use of the CAMPSITE, placement of the CAMPING UNIT and use of AMENITIES according to the terms of this CONTRACT.

E. CAMPERS are aware that:

 This CONTRACT is not a lease.
 CAMPERS or GUESTS are not tenants.
 The CAMPGROUND is not a landlord.

 CAMPERS or GUESTS are required to agree to REMOVAL from the CAMPGROUND without any judicial process such as eviction if the CAMPGROUND requires REMOVAL under this CONTRACT.

5. CAMPERS or GUESTS have no right to renewal of this CONTRACT nor right to occupy the CAMPSITE except at the pleasure of the CAMPGROUND.

5. The SEASON.

A. The CAMPGROUND has the following schedule for CAMPERS for 2022 and winter storage.

1. January 1 to March 15, 2022: SET-UP ACCESS 2. March 15 to April 15, 2022: SET-UP ACCESS 3. April 15 to October 15, 2022 OPEN 4. October 16, 2022 DEADLINE FOR RENEWAL FOR 2023 5. October 16 - November 6, 2022 SHUT-DOWN ACCESS 6. November 6, 2022 DEADLINE FOR REMOVAL IF NOT RENEWING 7. November 7 - March 14, 2022 CLOSED 8. CLOSED means no one is permitted to access the CAMPGROUND except as provided in this paragraph. A RETURNING CAMPER is one who has signed a Seasonal Lodging Agreement for the following SEASON, paid all required payments and been approved to return by the CAMPGROUND. RETURNING CAMPERS may store the CAMPING UNIT on the CAMPSITE during the CLOSED only with advance permission from the CAMPGROUND when it is CLOSED only with advance permission from the CAMPGROUND. 6. SET-UP ACCESS means the CAMPGROUND will allow RETURNING CAMPERS and authorized CONTRACTORS to have scheduled access to the CAMPGROUND between 8:30 AM and 4:30 PM, for the purpose of preparing the CAMPSITE for occupancy during the following SEASON. D. SHUT DOWN ACCESS means the CAMPGROUND will allow CAMPERS and authorized CONTRACTORS to have scheduled access to the CAMPGROUND between 8:30 AM and 4:30 PM, for the purpose of preparing the CAMPSITE for occupancy during the following SEASON. D. SHUT DOWN ACCESS means the CAMPGROUND will allow CAMPERS and authorized CONTRACTORS to have scheduled access to the CAMPGROUND between 8:30 AM and 4:30 PM, for the purpose of preparing the CAMPSITE for winter storage or to remove the CAMPING UNIT. E. OPEN means the CAMPGROUND will be available for CAMPERS must sign and deliver the 2022 Seasonal Lodging Agreement to the CAMPERS must sign and deliver the 2022 Seasonal Lodging Agreement to the CAMPGROUND and pay FEES that are due. The CAMPGROUND may make the CAMPGROUND and pay FEES that are due. The CAMPGROUND may make the CAMPGROUND and pay FEES that are due. The CAMPGROUND may make the CAMPGROUND and pay FEES that are due. The CAMPGROUND may make the CAMPGROUND and the completely c	94 95	[THESE ARE PLACEHOLDER SCHEDULE}	DATES - INSERT YOUR CAMPGROUND'S
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	140	CONTRACT.	and the same property and the same same same same same same same sam

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C. The CAMPSITE includes:

B. CAMPERS have had the opportunity to inspect the CAMPSITE and accept its condition.

- 143 1. A location, as specified by the CAMPGROUND, on which the CAMPERS may place a CAMPING UNIT.
 - An electrical connection which provides domestic electricity not to exceed ____ Amps [INSERT POWER SUPPLY]..
 - 3. A water supply line which is connected to a private water well.
 - 4. A connection to a private on-site wastewater treatment system or Service to empty a transfer tank on the CAMPING UNIT which holds greywater generated by the CAMPERS.
 - 5. A parking area which may be used for no more than **two VEHICLES** of the CAMPERS or GUESTS.
 - 6. Space on which the CAMPERS may place one (1) storage shed, which must be constructed of vinyl or resin and may not be larger than 4 feet by 4 feet by 6 feet.
 - 7. Space on which the CAMPERS may place a porch or patio whose design and construction is approved by the CAMPGROUND before it is constructed.
 - 8. The right to place a table and reasonable number of chairs and umbrella on the CAMPSITE.
 - D. No other objects of any kind may be placed on the CAMPSITE without permission in advance from the CAMPGROUND.
 - E. The CAMPGROUND retains the right to direct the CAMPERS to remove any article of personal property of any kind whatsoever if the CAMPGROUND in the sole discretion of the CAMPGROUND determines that the personal property is inconsistent with the best interests of the CAMPGROUND. The CAMPGROUND is not responsible for the damages or loss which may be sustained by a CAMPER by reason of having to remove any item of personal property.
 - F. CAMPERS shall keep the CAMPSITE free of litter or debris and shall maintain all personal property on the CAMPSITE.
 - G. CAMPERS may not perform any repairs, construction, landscaping, maintenance or other work on their CAMPSITE or CAMPING UNIT without prior written approval of the CAMPGROUND. Work which requires a Wisconsin contractors' license must be performed by a qualified trade person with a license. The CAMPGROUND reserves the right to refuse to approve any contractor.
 - H. Any landscaping or other improvements to the CAMPSITE made by CAMPERS shall remain at the CAMPSITE after the CAMPERS' REMOVAL and are the property of the CAMPGROUND.

7. The CAMPING UNIT.

- A. The CAMPERS may place on the CAMPSITE a single trailer, motorhome, pop-up trailer or other recreational vehicle which has been approved by the CAMPGROUND and which is specified in this CONTRACT. That trailer, motorhome, pop-up trailer or other recreational vehicle is known in this CONTRACT as the CAMPING UNIT.
- B. Only trailers, motorhomes pop-up trailers, park model RVs or other recreational vehicles which are less than 15 years old and have been certified by the Recreational Vehicle Industry of America may be placed on a CAMPSITE. The CAMPERS may not replace a CAMPING UNIT without approval by the CAMPGROUND.

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190	Manufacturer:	Ye	ar:	VIN:	

C. The CAMPERS may place the following CAMPING UNIT on the CAMPSITE:

192	State of Title:Title No	Plate No
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194	If there is a Secured Party, state the fol	lowing:
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196	Name of Secured Party:	Address:
197		
198	Phone:	_
199	D. CAMPERS agree that the CAMPIN	IG UNIT above will be 15 years old in 20 The
200	CAMPGROUND does not allow a	ny CAMPING UNIT to be more than 15 years old.
201	CAMPER agrees that, in the ever	at CAMPER has renewed this CONTRACT through
202	20, the CAMPING UNIT will be	subject to REMOVAL at the end of that season.
203	E. Insurance on the CAMPING UNIT:	
204	Company:	Policy No
205		
206	Agency Name:	Phone:
207		

F. Should a CAMPER wish to sell a CAMPING UNIT, the CAMPER shall notify the CAMPGROUND. Before signing any purchase agreement, the CAMPER shall obtain approval of the proposed purchaser from the CAMPGROUND. The CAMPGROUND reserves the right to refuse to approve the proposed purchaser of a CAMPING UNIT. If a CAMPER sells a CAMPING UNIT without obtaining approval of the buyer, this CONTRACT is terminated, and the CAMPING UNIT is subject to REMOVAL. If the CAMPGROUND approves the buyer, the buyer shall execute a CONTRACT in their own name prior to LODGING at the CAMPGROUND.

8. GUESTS.

- A. The CAMPGROUND may permit persons other than the CAMPERS to lodge on the CAMPSITE as authorized GUESTS. The CAMPGROUND has the right to refuse to allow any person admission to the CAMPGROUND as a GUEST
- B. GUESTS are subject to the CAMPGROUND RULES and the following additional restrictions and limitations:
- 1. GUESTS may not remain on the CAMPGROUND for more than two continuous weeks or a more than 40 days in a SEASON without the additional approval of the CAMPGROUND.
- 2. There shall be no more than four GUESTS at a CAMPSITE on the same day.
- Any person who is not a CAMPER and is on the premises of the CAMPGROUND is a trespasser who will be removed unless that person is approved and registered by the CAMPGROUND office as a GUEST.
- 4. CAMPERS are responsible for the conduct of their GUESTS.
- 5. GUESTS are responsible for their own conduct, behavior and deportment, and shall abuse by all provisions of this CONTRACT which apply to CAMPERS.
- 6. No GUESTS are permitted at a CAMPSITE unless there is an adult present at the CAMPSITE.
- C. All GUESTS must register with the CAMPGROUND. The CAMPGROUND may refuse to admit any person as a GUEST for any reason in the sole discretion of the CAMPGROUND.

9. VEHICLES.

- A. The following are VEHICLES and are permitted to be operated on the CAMPGROUND by CAMPERS or GUESTS:
 - 1. Automobiles, pickup trucks and vans with a curb weight of less than 9,000 pounds.
 - 2. Motorcycles legal for street use which are equipped with original equipment mufflers.
 - **B.** The following are not vehicles and are not-street legal but may be used in the CAMPGROUND subject to the RULES.

[CAMPGROUND OPTION - WHAT DO YOU WANT TO ALLOW?]

- 2512521. Golf carts.
 - 2. Pedal-powered and electric bicycles.
 - C. No person may operate a VEHICLE unless that person has a valid driver's license issued by Wisconsin, or, by a State or licensing authority recognized by Wisconsin, and has liability insurance in force covering the vehicle being operated.

10. RULES.

- A. The CAMPERS acknowledge that each CAMPER has been given a copy of the RULES of the CAMPGROUND. The CAMPERS agree they will follow the RULES and the directions of CAMPGROUND staff. All these expectations are known in this CONTRACT as the RULES.
- B. CAMPERS agree that all persons should have the opportunity to LODGE at the CAMPGROUND regardless of their race, national origin, color, creed, religion, sexual orientation or marital status. Discriminatory actions, harassment based on a person's status and sexual harassment are not tolerated by CAMPGROUND. Individuals engaging in discriminatory or harassing behavior will be subject to immediate REMOVAL.
- C. The CAMPERS agree to conform to and follow the RULES. In addition, the CAMPERS agree to use reasonable judgment, cooperative spirit and positive attitudes to interact pleasantly and quietly with other CAMPERS, GUESTS and the CAMPGROUND staff.
- D. The CAMPERS wish to enjoy a peaceful, pleasant recreational experience, which depends on every CAMPER and GUEST following the RULES. In order to assure that the CAMPGROUND can maintain peace and order, each CAMPER agrees the CAMPGROUND has the right to direct any CAMPER to leave the CAMPGROUND, temporarily or permanently, for any lawful reason in the sole discretion of the CAMPGROUND.
- E. The CAMPERS agree to abide by changes in the RULES or new RULES as they are added or amended.

11. AMENITIES.

A. The CAMPGROUND offers certain common areas for the enjoyment of CAMPERS and GUESTS. These common areas and services are known as AMENITIES.

- B. CAMPER acknowledge that the CAMPGROUND may, in its discretion, make changes to the AMENITIES, the hours in which the AMENITIES operate, open or close AMENITIES.
 - C. The AMENITIES include:
 - 1. Hiking trails.
 - 2. Swimming pool.
 - 3. Picnic areas.
 - 4. Laundry [CAMPGROUNDS SHOULD IDENTIFY THEIR AMENITIES]
- 293
 Waste disposal.

- 6. Beach.
- 7. Petting zoo.

12. REMOVAL.

REMOVAL OF CAMPER OR GUEST.

- A. Whenever a CAMPER or GUEST is directed to leave the CAMPGROUND, the CAMPER AND GUEST shall leave immediately and shall remain off the premises of the CAMPGROUND. The CAMPER may return to the CAMPGROUND only with advance permission of the CAMPGROUND and only for the purpose of removing the CAMPING UNIT and cleaning the CAMP SITE. A CAMPER or GUEST present on the CAMPGROUND after notice of REMOVAL is a trespasser.
- B. Any CAMPER or GUEST who fails to leave the CAMPGROUND when ordered to do so shall be liable to the CAMPGROUND for liquidated damages of \$100 per day plus all costs and attorneys' fees incurred by the CAMPGROUND in removing the CAMPER or GUEST.

REMOVAL OF CAMPING UNITS AND PERSONAL PROPERTY

- C. Upon the expiration of this CONTRACT, or whenever a CAMPER is notified that that CONTRACT has been terminated by the CAMPGROUND, the CAMPER shall arrange for REMOVAL of the CAMPING UNIT and all CAMPSITE property within thirty (30) days of the expiration or termination date..
- D. In the event that the CAMPER fails to remove the CAMPING UNIT or other personal property by the termination or expiration date, the CAMPGROUND shall give the CAMPER notice that the CAMPGROUND will dispose of the CAMPING UNIT in a commercially reasonable manner at the discretion of the CAMPGROUND. The CAMPGROUND's disposition of the CAMPING UNIT shall be final. CAMPER shall have no recourse against CAMPGROUND or right to receive the proceeds from any sale of the CAMPING UNIT.
- E. If a CAMPING UNIT is not timely removed, or a CAMPSITE is not completely cleared of personal property, the CAMPGROUND may charge the CAMPERS fifty dollars (\$50) per day for storage. In addition, CAMPERS shall be liable for all expenses incurred by CAMPGROUND in relocating the CAMPING UNIT and clearing the CAMPSITE.
- F. CAMPER agrees that the presence of a CAMPER or a GUEST on the CAMPGROUND premises after the CAMPGROUND has given the CAMPER or GUEST notice of REMOVAL shall constitute irreparable harm to the CAMPGROUND for which money damages are inadequate.
- G. There will be NO REFUNDS to CAMPERS or GUESTS who are subject to REMOVAL, or who leave the CAMPGROUND before the end of the SEASON.
- H. The CAMPGROUND shall have a lien against the CAMPING UNIT which shall permit the CAMPGROUND to refuse to release the CAMPING UNIT until all fees or monies owed to the CAMPGROUND have been paid.

13. FEES.

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A. CAMPERS shall pay the following charges and fees:

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1. Seasonal Lodging fees.

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2. Electricity.

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3. Water and Sewer. 4. Other charges.

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- - [THIS IS A PLACEHOLDER]
- B. CAMPERS shall be responsible for paying any charges, fees or taxes which are assessed against the CAMPSITE, the CAMPING UNIT or the CAMPGROUND by reason of any action or omission of the CAMPERS. If CAMPERS' actions or omissions result in commencement of enforcement action against the CAMPGROUND, then CAMPERS shall be responsible for the attorneys' fees and expenses incurred by the CAMPGROUND.
- C. Unpaid charges and fees shall be a lien against the CAMPING UNIT. In the event of non-payment, the CAMPGROUND shall have a lien for unpaid charges and costs and shall have the right to detain the CAMPING UNIT until the charges and fees are paid, or, to place the CAMPING UNIT for sale. All unpaid charges, fees and expenses of sale shall be paid out of the sale proceeds.
- D. There shall be a late charge of the lesser of \$10 or 5 % for payments made more than five days after the due date. If an unpaid balance remains unpaid for more than 30 days, the balance shall bear interest at the rate of 1.5 % per month or partial month.
- E. CAMPERS shall pay CAMPGROUND all attorneys' fees which CAMPGROUND incurs in any lawsuit or arbitration to enforce this CONTRACT or in defense of the CAMPGROUND by reason of any action or omission of the CAMPERS.

14. INHERENT RISKS AND LIABILITY.

- A. CAMPERS are aware that the CAMPGROUND offers recreational opportunities in an outdoor setting. Because the CAMPGROUND'S setting is a natural environment, the Wisconsin Legislature has adopted section 895.519 of the Wisconsin Statutes, which grants the CAMPGROUND immunity from liability for the INHERENT RISKS of camping activity. CAMPERS acknowledge they accept the INHERENT RISKS of camping. CAMPERS are aware that they will be unable to recover damages against the CAMPGROUND for the INHERENT RISKS of camping even if the CAMPERS or GUESTS are injured or killed as the result of such INHERENT RISKS.
- B. The CAMPGROUND is not liable for impairment of the quality or extent of LODGING resulting from weather, acts of God, infectious agents, or injuries caused by other CAMPERS.
- C. The CAMPER shall obtain and maintain in force liability and property insurance which covers the CAMPING UNIT, the CAMPERS and all VEHICLES.

15. GENERAL PROVISIONS

- A. This CONTRACT is the only agreement between the CAMPGROUND and the CAMPERS. All discussions and representations are integrated into this CONTRACT.
 - B. If CAMPGROUND or CAMPER are required to give notice to the other party, notice will be deemed to have been given:
 - 1. To the CAMPGROUND, if a written notice was given to a CAMPGROUND employee at the CAMPGROUND office during business hours.
 - To the CAMPER if a written notice was given to an adult CAMPER or nosted on the

389		2. To the CAMPER if a written notice was given to an adult CAMPER, or, posted on the
390		door of the CAMPING UNIT.
391	C.	Written notice is not required for any directive given in an emergency; to preserve the
392		peace or quiet in the CAMPGROUND, or to enforce a provision of this CONTRACT or
393		the RULES.
394	D.	This CONTRACT may be amended only in a written amendment signed by the
395		CAMPGROUND and the CAMPER.
396	E.	All claims and disputes arising under this CONTRACT shall be resolved according to the
397		laws of the State of Wisconsin.
398	16	S.ARBITRATION.
399		
400	A.	Any claims by CAMPGROUND for injunctive relief against a CAMPER or GUEST, of for
401		collection of unpaid FEES or other sums alleged to be owed pursuant to this
402		CONTRACT shall be brought in the Circuit Court for the County of, State
403		of Wisconsin. CAMPER and CAMPGROUND irrevocably waive any right to trial by jury.
404	B.	In the event that CAMPER or CAMPGROUND wish to assert any claim other than the
405		claim described in section A above, such as but not limited to a claim for personal
406		injuries, including defamation; violations of trade practices, improper business methods
407		or unlawful discrimination, it is agreed that the claim shall be resolved in Arbitration
408		according to the rules of the American Arbitration Association. The Arbitration shall be
409		held in, Wisconsin, the County Seat of County.
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411		17.CAMPERS' DUTY TO READ.
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413		AMPER IS AWARE THAT THE LAW REQUIRES PEOPLE TO READ A CONTRACT
414		FORE SIGNING IT. IF YOU SIGN THIS CONTRACT, YOU WILL BE DEEMED TO
415		IDERSTAND IT AND TO HAVE READ IT. YOU WILL BE EXPECTED TO ABIDE BY IT.
416		SIGNING, WE AGREE THAT WE MAY BE REMOVED FROM THE CAMPGROUND
417	ΑI	ANY TIME AT THE DIRECTION OF THE CAMPGROUND.
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419		Datad
420		Dated:
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Dated:
FOR THE CAMPERS [All Adults and a parent with legal custody of all minors must sign]
Dated:
For the CAMPGROUND:

Address:	City		State	7ip
Minors [Specify how e	each is related to the Adults. If ame, address, phone number a	the Adults si	gning do no	ot include a
Contact Information:				
Home Phone:				
Cell Phones				
vvork Phone:				
Person to Contact in E	morgoney:			
reison to Contact in E	inlergency.	Phone:		
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INFORMATION ABOUM Anufacturer:Model:VIN / CHASSIS #	JT THE UNIT	Title #:		 Zip
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FLOODPLAIN ADDENDUM

The CAMPSITE is located on land which lies in a "Floodplain." A Floodplain is an area of land which has a 1 percent chance of being covered by flood water in any given year.

Because the CAMPSITE is in a Floodplain, special rules apply:

1. Everything located on the CAMPSITE must be capable of being moved out of the Floodplain with 72' hours advance notice. No posts, anchors, or piles may be placed in the ground.

2. When the CAMPGROUND learns that a Flood Warning has been issued for the CAMPSITE, the CAMPGROUND will notify the CAMPER to relocate the CAMPING UNIT to an area outside the Floodplain which is designated by the CAMPGROUND.

 3. If the CAMPER does not relocate the CAMPING UNIT within 48 hours of the time notice is given by the CAMPGROUND, the CAMPGROUND may relocate the CAMPING UNIT. CAMPER shall provide a key to the CAMPING UNIT so that CAMPGROUND may enter the CAMPING UNIT to make emergency preparations to relocate the CAMPING UNIT. CAMPGROUND is not responsible for damage to the CAMPING UNIT or its contents if CAMPGROUND makes an emergency relocation.