2013 AGREEMENT FOR SEASONAL CAMPING

It is the goal of Virginia's Beach Campground Management to ensure a relaxing, safe, and enjoyable experience for everyone. These policies are in place to accomplish this goal, please read them carefully. All campers and their visitors/ guests must comply with this agreement, the "Virginia's Beach Campground Rules and Safety information" as posted on the website or available in the office, and all posted signs and notices.

In addition to these policies, it is assumed by Virginia's Beach management that all campers will be reasonable and conscientious with other campers and management. If, after a warning, a camper does not correct what management considers improper behavior, this agreement will be immediately terminated (See Termination Policy). <u>Management reserves the right to terminate this agreement for any reason.</u> <u>Management also reserves the right to refuse access to the property, or remove from the property, anyone, for any reason.</u>

2013 Agreement Term and Camping Season: This Agreement is considered an application until final execution by the Management of Virginia's Beach Campground. This application will be accepted at the discretion of Virginia's Beach Campground Management. This Agreement is valid, pending execution, May 10th, 2013 until October 15th, 2013. Renewals will be evaluated September 2013 for the 2014 camping season and will be implemented at the discretion of Virginia's Beach Campground Management. All of camper's possessions, including trailer, deck, and shed must be removed by October 15th, 2013, unless a \$200.00 "Site deposit/ Winter storage Fee" is paid. <u>Seasonal campers are required to carry liability insurance, a copy of the policy must be on file in the office.</u>

2013 Seasonal Camping Base Rate: The Seasonal Camping Base Rate includes two (2) Registered Seasonal Adults, and any children (age 20 and under) who are immediate family members. If there are no children in the immediate family the rate would include two (2) children who are not in the immediate family, for example, they can be grandchildren. All adult children 21 and over must pay the guest fee including students. If you want adult children to be able to use your trailer when you are not here you must pay a \$120/ person seasonal fee. The Base Rate includes the following items: parking for two (2) vehicles; water hookup; electricity hookup, sewage hookup, winter storage of camper; use of common areas of the property and beach; use of playground; use of Pavilion with approval by management; and use of garbage dumpster (for refuse accumulated while camping). Renting the use of your camping unit is strictly prohibited.

Additional Seasonal Adults: Up to 2 adult children (21 and over) may be added for \$120 each. Up to 2 other adults may be added for \$250 each. All additional adults must sleep in the camping unit. If a tent is used, the rate is \$14/ night per adult. Additional Seasonal Adults may use the camping unit without the owner present.

Winter Storage/ Site Deposit: To reserve your site for the 2014 season, a Deposit of \$200 must be paid by October 15th. A \$50.00 late fee will be charged if deposit is paid after 10/31/13. If you leave your camping unit on the site and decide not to return next season, the deposit will be considered a winter storage fee and the unit will be allowed to remain until March 15^{th} , 2014. Camping unit and all possessions must be removed by October 15^{th} , 2012 if the deposit is not paid. Any property left after October 15^{th} without a paid 2014 Winter Storage Agreement will be stored at the Campers expense at the rate of \$70 minimum/ month and \$5/ day, and, at management discretion, may be moved or considered abandoned and may be disposed of. The Campers access to the property will be denied until all storage fees are paid.

Payments: Fees for returning Seasonal Campers are due in full by March 15th, 2013. If payment is not received by March 31nd, 2013 a late fee of \$50.00 will be applied to the balance. An outstanding balance on May 1st, of the camping season is cause for the removal of the camping unit from the campsite. If there

is an outstanding balance, you can not camp. Insurance on camping units and all personal property is the full responsibility of the Seasonal Camper.

Campsite usage: At least one registered seasonal adult camper (21 or over) must be present while campsite is in use.

Security Gate Usage: Entry cards are provided for a \$25.00 /card, refundable deposit. We answer the intercom during office hours. We will open the gate, during office hours, for seasonal campers who do not have their cards, seasonal guests/ visitors, overnight campers, and preapproved overnight camper guests/ visitors. After office hours we will not open the gate. There is a parking lot at the entrance for registered campers if they are arriving after hours.

Visitors/ Guest Policy: Visitors are camping guests, adults or children, who are not, registered Seasonal Campers who visit anytime during the camping season while a registered Seasonal Camper is on the premises. It is your responsibility to make sure that your visitors are aware of and comply with all campground policies and rules. The office must be notified prior to visitor's arrival unless you will be utilizing the "seasonal visitor/ guest self check-in box". Virginia's Beach Campground Management reserves the right to refuse entry to the premises to anyone, for any reason.

Seasonal visitor/ guest self check-in option: To receive the discounted visitor/ guest fee, you may obtain a "check-in slip", blue hang tag, and envelope from the office and deposit the completed slip along with any fees due in the drop box prior to your visitors arrival. If your visitor has the hang tag at the time of arrival they may enter, if not you must meet them at the entrance. If we have to get involved, the "Office check-in" fees apply. Please inform your visitor of all campground policies, especially the 5 mph speed limit. This option is based on the honor system; any abuse is a violation of the camping agreement and may result in termination of the agreement. With the self check-in option, we reserve the right to refuse entry or eject from the premises, any Visitors, for any reason. You may have up to 2 visitors at a time without a fee if they stay 4 hours or less. If they stay longer the full day visitor fee applies. If the office is involved in checking in visitors/ guests, seasonal camper discounts to not apply.

Termination: Any Seasonal Camper or their Visitor who is in violation of this Agreement or in violation of the Virginia's Beach Rules and Regulations is cause for immediate termination of this Agreement. In the event that this Agreement is breached, potential refunds are at the discretion of Virginia's Beach Campground Management and will be charged for liquidated damages calculated by the amount of time the campsite has been occupied by the Seasonal Camper on the current monthly rate (for full months camped), the weekly rate (for full weeks camped) and then daily rate (for days camped) until the day the unit is removed. A \$200 "Termination Fee" will be deducted from any potential refund. . If the Camping Unit is removed prior to the removal of all other personal property, the remaining items including the deck and shed, become the immediate property of Virginia's Beach Campground.

Sale of a Camper on Camping Site: If all fees have been paid and management gives written permission a camper may be sold on site. Campers over 10 years of age will only be allowed to remain at the discretion of Campground Management. The sale of a camper on a seasonal site before July 15th is subject to a \$200.00 site transfer fee. After July 15th the transfer fee is a pro-rated payment for the remainder of the season site fee, or \$200.00, whichever is greater. Fees apply only if camper remains at the campground after the sale. The new Seasonal Camper must be immediately notified by seller of all policies and clauses, and must accept, Virginia's Beach Agreement for Seasonal Camping. Any new Seasonal Camper must complete an application and may be allowed to camp only at the discretion of Virginia's Beach Campground Management.

Pets: Camper accepts full and complete responsibility for any injury caused by their pet's actions. Camper must receive permission from Campground Management to have more than one (1) dog at campsite. Visitors are not allowed to bring pets. Excessive barking is not tolerated. If any dog shows aggressive behavior or bites someone it will be immediately banned from the property. Pets must have current immunizations See the Virginia's Beach Rules and Regulations for additional pet information. Feeding of feral or wild animals is not allowed.

Moving to a Different Site: Changing sites is discouraged. If moving is allowed there will be a minimum \$200 fee, it could be more if the move is to a premium site.

Camping Sites: All property beyond site boundary is common ground to be shared by all unless declared off limits by management. Campground management must see and approve initial placement of trailers, decks and sheds. If management is not involved with initial placement, you may be required to move trailer or structures. Fire rings and picnic tables are not, and have never been provided for seasonal sites, if you need one we may be able to lend you one, but if we need it we will take it. Structures are not permitted within 2 ft of site boundaries. Built-on additions are not permitted. Decks and Sheds for seasonal sites must be pre-approved by the management prior to installation. New Sheds Can be 6' x 6' Maximum. Decks can be Maximum 8Ft wide and cannot extend past the front of camper. Maximum height to top of deck is 18". Posts must sit on top of the ground; digging holes may interfere with campground infrastructure. Building structures or fixtures in the common areas may not be done without management approval. Removing stones from the beach is not permitted. Trees/ shrubs/ flowers are not permitted to be cut down without permission from the management.

Camping Units: All campers must be in good overall condition as deemed by management. Any unit over 10 years of age will be allowed only at the discretion of Management. Please consult with Management before purchasing a new camper. Not all camper types and sizes are acceptable for the campground and your site in particular. Campers manufactured before <u>2002</u> are subject to a \$100.00 "non conforming trailer" fee.

Vehicles/ Parking: Only vehicles with Virginia Beach Tags will be allowed entry into the Camp Ground. Please display hang tag at all times. Unused vehicles or boats are not allowed to be parked on the property. Parking is not allowed on the beach or on the boat ramp. The park **Speed limit is 5MPH** and is strictly enforced. Repeated offenses may result in termination of this Agreement.

Boats: Boat owners must pay a seasonal ramp/ storage fee for all boats. See fee schedule. Any boats over 18ft must be parked in area specified by management. Boats 25ft and over are subject to off site storage fees. Due to the limited amount of parking area, boat owners are allowed to have a maximum of 1 boat and 2 jet skis (on dual trailer) on the property. Unused boats are not allowed to be stored on the property. Winter boat storage is available for <u>\$60.00</u>.

Electric: Campground is not responsible for damages due to interruption of utilities or power surges. Campers who occupy metered sites must pay for electric usage. Bills are sent in December and are due January 15th. Bills not paid by January 31st are charged a <u>\$50.00</u> late fee. Campers are encouraged to monitor meter readings. Electric "demand fees" charged by Penelec, will be passed on.

Water and Sewer: Water service to camper must be turned off when not occupied. Washing machines are not permitted. Washing of vehicles, campers or boats is not permitted with potable water. Grass watering is not permitted with potable water. Pressure washing of decks is prohibited without management approval. <u>Flush toilets must be in proper working order (not running).</u>