



**Warblers Cove
Seasonal Site Agreement
Terms and Conditions**
***SAMPLE**

| | |
|-------------------|---|
| Office Use | 2 |
| Membership# _____ | |
| Date _____ | |
| Site# _____ | |

The Warblers Cove Site Terms and Conditions contain important information setting out your rights and privileges for a campsite at Warblers Cove as well as your agreement to events that can terminate your campsite. **Please read it carefully.**

I, _____, hereby referred to as “Camper” apply for campsite rights entitling the Camper to use the Warblers Cove site space designated as _____, beginning _____ and extending until midnight, October 31, 2022, from Warblers Cove Campground and Resort.

The term of this agreement is **7** months unless the Camper defaults on their financial obligations to Warblers Cove, violates the terms of this agreement, violates the campground rules and/or violates local, state or federal laws while on the campground property. Campground Rules may be subject to change. Campers will be notified of rules changes. (See Section 9 Termination).

Camper agrees to use the site only for the purpose of camping with the recreational vehicle(s) (RV(s)) listed on page 7. Full-time residential use of the site is not permitted. Camper agrees to maintain the site in a safe, proper and clean manner as not to create a hazard, damage or disruption to other members, guests, campground and/or employees of Warblers Cove. Camper is responsible for all site upkeep and lawn maintenance. No other storage space is provided with the site agreement.

Camper further understands that they are entering into an enforceable contract between the Camper and Warblers Cove Resort. The Camper agrees to the following:

- 1) FEES. In consideration of site fee acceptance by Warblers Cove LLC the Campers(s) agrees to pay a site fee of \$_____, electrical service fees are included. Electrical service is not provided when the campground is closed. Fees include one scheduled honey wagon service per unit, per week. The Camper understands that the site fee is due **August 1st of the seasonal contract.** Site fee for site renewals will be due per Section 20 – Site Renewal. Total non-refundable deposit due **March 1st** is \$600. If Payment plan is necessary, please notify management.
- 2) RV EQUIPMENT. The RV equipment listed on page 7 is subject to this agreement:
- 3) DAMAGE AND INSURANCE. Camper is responsible for all damage or loss of property any time property is on campground premise. If Camper desires property insurance, Camper shall pay all costs of insurance.

I Agree:

Member's Initials/Date



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- 4) **NO TRANSFERS.** This Agreement is solely between the named Camper and the Warblers Cove Resort. The Camper may not transfer this Agreement to any other person or persons, or assign the Camper’s obligations to any other person. The sale or repossession of a Unit shall result in Early Termination, and removal of the Unit unless the Campground agrees, in its sole discretion, to enter into a new agreement with a new camper.

- 5) **SALE RESTRICTIONS.** Warblers Cove reserves the right to offer the Site for sale without restrictions. Warblers Cove shall give prior notice to the Camper. Any conveyance of the Site shall be subject to this agreement unless otherwise terminated.

- 6) **INDEMNITY AND HOLD HARMLESS.** Camper agrees to operate the RV and other recreational equipment including but not limited to fifth wheels, campers, vehicles, boats, and trailers safely. Camper shall be legally and financially responsible and liable for any personal injury including death and/or property damage resulting from the operation of RV’s and other recreational equipment, whether or not owned by Camper, and whether operated by Camper, Camper’s agent, guest, invitee, or family member. Camper shall indemnify and hold Warblers Cove harmless from and against any and all liabilities, claims and damages, direct or indirect, of every kind and character arising out of or as a result from such operation of any RV and other recreational equipment. Camper agrees that in an emergency situation (where damage to person or property is threatened), Warblers Cove, or a designated agent, shall have the right (but not the obligation) to enter the Site and move Camper’s RV and other recreational equipment to a location less threatening or threatened, all of which shall be at the sole risk of the Camper, and further agrees to indemnify and hold Warblers Cove, or a designated agent, harmless from and against damage, direct or indirect, resulting therefrom.

Camper agrees any requests to have Warblers Cove move Camper’s recreational equipment including RV’s, fifth wheels, campers, vehicles, boats, trailers, and other recreational equipment will be done solely at the Camper’s own risk. Camper agrees Warblers Cove Resort LLC, and its owners, employees and agents, shall not be responsible for any claims, liabilities, losses and damages due to injury or to death of any person or animal, and damage to or loss of any property arising out of or related to any of the moves. Camper assumes full responsibility for any and all injuries, death, property damage and loss, of any kind, third party or otherwise, which may occur in or related to any of the moves. Camper hereby fully and forever releases, discharges and holds harmless Warblers Cove LLC, all associated facilities and its owners, employees and

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agents from any and all claims, demands, damages, rights of action, present or future, third party or otherwise resulting from or arising out of any moves.

7) CAMPER’S RISK. Camper acknowledges that the use of the facilities is at Camper’s sole risk and that Warblers Cove shall not be liable for the Camper’s RV or any of Camper’s personal property therein.

8) ELECTRICAL SERVICE. Camper shall be responsible for obtaining, maintaining, and paying the cost of all utility services separately metered or billed to the Site. Warblers Cove has the right to unplug and/or disconnect electrical service should Camper not pay for said service. Camper understands 30 AMP interruptible electrical service is available, only. Weather, system demand, operations and/or other events may occur which can disrupt electrical service. During these events Camper understands they may need to limit their electrical consumption, use their own propane supply for HVAC and refrigeration and/or camp without electrical services. Camper agrees they will not use 50 Amp devices, electrify out-buildings, and/or use continuous vehicle battery re-chargers. See paragraph 15) ELECTRICAL APPLIANCES for allowed appliances.

9) TERMINATION. (a) On Expiration: This agreement terminates on the expiration date. (b) Non-Payment. If a Camper fails to pay fees, and/or other fees incurred by the Camper for site maintenance to Warblers Cove within 15 days of the payment due date, Warblers Cove may terminate this Agreement. Warblers Cove shall provide a written notice by regular mail to the address provided in this Agreement for notice. (c) Early termination. Warblers Cove may determine, for any reason at sole discretion, that it is necessary for the Camper to leave the premises of the Warblers Cove prior to the scheduled end of the Season. This is not limited to the camper’s violation of Warblers Cove Campground Rules, and/or the violation of state law and regulations while using Warblers Cove campground. Termination takes place upon the sending of written notice of such termination by Warblers Cove to the Camper at the address as it appears on membership rolls maintained by Warblers Cove. The management of Warblers Cove reserves the right to terminate or suspend the site contract as set forth above. Camper may terminate the contract upon payment of all financial obligations. Termination at will must take place in writing forwarded to the Warblers Cove office 5127 Aurelius Rd., Ste A, Lansing, MI 48911.

10)RV Removal. If Camper fails to remove Camper’s RV and other personal property from the site upon termination, for any reason, of this contract, Warblers Cove may a) charge Camper a daily pro-rated fee; b) relocate the Camper’s property; c) take possession of the property; and/or d) pursue any legal remedies. If Warblers Cove, at their sole discretion, relocates Camper’s property into

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campground storage, Camper shall be assessed applicable moving charges, storage fees and other fees as applicable. Warblers Cove reserves the right to consider property abandoned if it is left on Warblers Cove property more than 30 days after termination of this agreement. Warblers Cove, at its option, may dispose of the abandoned property at the Camper's expense. Warblers Cove is not liable to the Camper or any other person for the loss of property deemed abandoned.

11)SITE SELECTION. Sites are selected on a "first come, first served basis" as paid and available.

12)LENGTH OF STAY. No minimal number of visits or maximum number days of stay apply to campsites, as long as Warblers Cove is not your permanent residence. Overnight camping is not available when the campground is closed for the season. Camper may leave their RV unit on the campsite during these months if renewal for next season.

13)SITE APPEARANCE AND MAINTENANCE. Camper agrees that no permanent changes can be made to the campsite, including, yet not limited to a) removal of any trees, shrubs or bushes, b) planting of any large garden plots, c) erecting of any buildings, monuments, and structures other than those designated as sheds or decks, defined in paragraph 14, d) having no more than one face cord (2' X 4' X 8') of fire wood, boats, extra vehicles (beyond 2), additional RV's and/or storage of camping units, e) or any other item that is not naturally occurring or at the sole discretion of Warblers Cove, not permitted on campsites including tires, items in disrepair or trash. Camper may wash unit on site 2 times per year, either on camp specified wash days or by notifying Warblers Cove Customer Service of another preferred time.

14)SHEDS AND DECKING. One shed per site is permitted according to the following guidelines, a) shed design is pre-approved by Warblers Cove management, b) sheds are no closer than 10' from the nearest adjacent unit, c) can be quickly and easily removed, sheds may not be on permanent foundations or slabs, d) size regulations are 80 sq. ft. maximum, 8' X 10', with a maximum height of 8' from peak of the roof to the ground, e) at no time is power permitted in the sheds for any reason, f) no power or extension cords may be running to the sheds.

One deck per unit is permitted per site as follows: a) decking design is pre-approved by Warblers Cove management, b) decking is temporary, easily removable and/or not an affixed permanent foundation, c) may be up to 8' wide and no longer than the awning on the RV or approved length for the trailer size.

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Camper agrees to maintain sheds and decks in a presentable and repaired manner. Warblers Cove reserves the right to request the Camper to maintain and/or repair sheds and/or decks in need of repair. Notification will be provided in writing and Camper agrees to complete said repairs within 30 days of notification.

15)ELECTRICAL APPLIANCES. Camper acknowledges that the electrical service provided to their site is designed to support the electrical appliances that are traditionally included in a RV recreation unit. Additional electrical appliances are not allowed on the campsites including, free standing electrical heaters, additional electrical freezers or refrigerators, free standing spot/flood lights, electrical generators, outdoor decorative lighting greater than two strands of 100 bulbs per strand.

Camper agrees site pedestal electrical boxes are designed only to plug in their RV unit. Site pedestal electrical boxes may not be used for any other purpose.

Outdoor lights must meet the above ground requirements established by state and local codes. Lights shall not be disruptive to other sites, and may only hang from awnings, trailers or clotheslines. Light strands are not allowed to be hung from trees or bushes.

16)SITE BOUNDARIES. Camper will vacate 2 ½ feet off the rear of each site for maintenance and fire safety access.

17)PROPERTY TAXES. Camper is responsible for payment of all RV, shed, deck, vehicle or taxes for property owned by the Camper.

18)GRASS CUTTING. Camper agrees to keep the site grass mowed and trimmed. Camper further agrees that if grass length becomes 6 inches or greater, Warblers Cove, at their discretion, may mow and trim the Camper’s site and bill the Camper the appropriate hourly charges for this service. Camper agrees to pay these charges within 30 days of services rendered and billed to the Camper.

19)SEWER AND GRAY WATER DISPOSAL. Camper agrees that all sewer and gray water must be emptied into designated covered holding tanks only. State regulations do not allow the dumping of sewer or gray water onto the ground. Self contained vehicle waste holding tanks, when parked on site, must have the outlet plugged, except when connected to a designated sewer outlet or when using the campground dump station. If Warblers Cove is cited because of Camper’s violation of this rule, Camper agrees their site contract will be automatically terminated.

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20) **SITE RENEWAL.** Warblers Cove will send a Site Fee Agreement Renewal Notice and invoice to Camper approximately thirty (30) days before the agreement expiration date. Camper renewal will be per the terms, conditions and site fee rates of this agreement unless otherwise modified by the Warblers Cove LLC's terms, conditions and rates in effect at the time of renewal. Changes will be provided in a written attachment to the Site Fee Agreement Renewal Notice. **IF YOU FAIL TO PAY WITHIN 30 DAYS FROM THE DATE OF YOUR INVOICE, YOUR FAILURE TO PAY WILL BE DEEMED TO BE AUTHORITY FOR WARBLERS COVE TO REMOVE YOUR EQUIPMENT FROM THE CAMPSITE TO STORAGE AND TO TERMINATE THIS AGREEMENT PER SECTION 9 - TERMINATION.** Camper remains responsible for all damages or losses of property during the removal of Camper's property from the campsite to storage, and at all times while on Warblers Cove property.

21) **WAIVER OF WARRANTIES/LIMITATION OF LIABILITY. THERE ARE NO WARRANTIES, EITHER EXPRESSED OR IMPLIED, INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR USE WHICH EXTEND BEYOND THE DESCRIPTION ON THE FACE HEREOF. WARBLERS COVE EXPRESSLY DISCLAIMS ANY AND ALL SUCH WARRANTIES. WARBLERS COVE'S LIABILITY FOR DAMAGE, REGARDLESS OF THE FORM OF ACTION, SHALL NOT EXCEED THE AMOUNTS PAID FOR THE MEMBERSHIP TO WARBLERS COVE BY THE MEMBER PURSUANT TO THIS CONTRACT.**

22) **VENUE AND CONTROLLING LAW.** If any legal condition arises, Camper agrees the county and state of venue is Ingham County, Michigan. **BY SIGNING THIS AGREEMENT, MEMBER SPECIFICALLY CONSENTS TO THIS VENUE PROVISION.** This agreement shall be governed and controlled in all aspects in all aspects by the laws of the State of Michigan, including as the interpretation, enforceability, validity and construction.

23) **SEVERABILITY.** Whenever possible, each provision of this Agreement shall be interpreted in such a way as to be valid and effective under applicable law. If a provision is prohibited or invalid under applicable law, it shall be ineffective only to the extent of such prohibition or invalidity, without invalidating the remainder of such provision or the remaining provisions of this Agreement.

24) **INTEGRATION.** This Agreement constitutes the entire understanding between the parties with respect to the subject matter of this Agreement and supercedes any prior discussions, negotiations, agreements or understandings.

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- 25) **WAIVER.** Warblers Cove’s failure to exercise a right or remedy, or Warblers Cove’s acceptance of a partial or delinquent payment shall not operate as a waiver of any of Warblers Cove’s rights or member’s obligations under this Agreement and shall not constitute a waiver of Warblers Cove’s rights to declare an immediate or subsequent default.
- 26) **BACKGROUND CHECK.** Warblers Cove holds the right to have a criminal background check on the camper. Warblers Cove is committed to keeping a safe and family friendly campground.

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I/We have carefully read, and understand that this contract represents the full obligations of Warblers Cove Campground, as well as my obligations as a Camper in good standing;

Equipment Description: _____ Make or model: _____
License number: _____ Registration number: _____
Insured with: _____ Member ID number: _____
(Must be visible on all equipment)

Equipment Description: _____ Make or model: _____
License number: _____ Registration number: _____
Insured with: _____ Member ID number: _____
(Must be visible on all equipment)

Date: _____

Camper Name: _____

Date of Birth: _____ Drivers License # _____ State: _____

Camper Name: _____

Date of Birth: _____ Drivers License # _____ State: _____

Minors (Specify how related to adults): _____

Authorized signature(s): _____

Street/ Apt: _____

City, State, ZIP: _____

Phone: (home) _____ (O) _____ (cell) _____

Email: _____

Warblers Cove Management

Signature: _____

Contract# _____

Name: _____

Title: _____

I Agree:

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