Tiny Town RV Campground License Agreement Version 5_25

Terms Used in Agreement

Camper (Licensee) The owner or owners of the recreational vehicle parked at the assigned site in the campground, registered with management.

Camper Unit. The recreational vehicle placed on the campsite.

Management (Licensor). Employees and ownership of Campground

Campground. The premise and property of Tiny Town located at 12073 Cottageville Hwy, Cottageville SC 29435

Camping Agreement. When this agreement is signed by the camper and the required fee has been paid, the camper is granted the right of admission to the campground and the right to place a unit on the identified campsite and to occupy the campsite until the end of the purchased period, subject to all conditions in this agreement. All essential services (electric, water, sewer, and wifi) are provided by the Licensor and included in the license fee. These services fulfill the Licensee's permitted use and therefore may be turned off immediately upon non payment.

Not a Lease. This agreement is a contract which is binding on both the campground and the camper. This agreement is not a lease of real estate. The camper is not a tenant. This agreement is for legal purposes, a license to use the property of the campground on the conditions which are stated in this agreement.

Not a Residence. This campground is not allowed to be considered a permanent residence. Camper may not claim the camp site as their permanent residence, Campground is designated for transients, which purchase a license to use the property.

This agreement is for the right to use the campsite after paying rate in full. This agreement may be extended by a maximum of 4 week increments when the rate is paid in full and with approval of management. By extending and paying, the camper automatically renews their license agreement unless management declines extension for any reason. Camper may request to terminate their license agreement at any time. The 4 week bundle license rate does require camper to request termination of license with written notice(verified text or email) at least 3 weeks before the 4 week license is set to renew or the following license will be charged accordingly.

The Camper with extended licenses from initial license agrees to auto payment with credit card on file and may set up ACH auto payments to not be charged a 3% credit card fee. All card and bank numbers and details are entered by the camper, management has no knowledge of the camper's financials, all payments are then considered valid and present. Any chargebacks or stop payments will be considered null and void, any incurring fees will be charged to the camper's card on file. All payments are considered final and are considered non refundable. A valid and up to date credit card must be kept on file at all

times. Rates are subject to change at any time and become valid with 4 week notice of change.

Late Fees

There will be a \$25.00 fee for each day if auto pay is declined, be sure to keep payment information up to date by visiting your guest portal (there is a link in your reservation confirmation email and most other emails and text messages from the software). After 3 days of non payment for new license agreement, camper's unit will be moved out of the site or towed off property at camper's expense. This process will be carried out in a "peaceable" manner as Camper agrees to these terms and camper's cooperation is expected when demanded to leave as this agreement allows management to revoke "at will". Camper agrees to hold Tiny Town harmless of any damages during the movement of their property, as utmost care and pictures or video will be saved to prove otherwise.

General Rules and Regulations

1. Management reserves the right to terminate this license agreement, should the camper not comply with the Campground rules and regulations listed in this agreement and follow all rules listed in the General Policy. Management has the right to require immediate departure, to move camper's personal property off the site if camper refuses to leave in a situation when management determines to terminate this license agreement for the safety of the campground and other guests.

2. Access to the Campground outside the dates of this license agreement is not permitted unless permission is granted by management. All key fobs are required to be turned in and gate codes will be terminated.

3. Campers must sign license agreement on or before date of arrival and provide a valid government ID of all guests to be on site. A second form of ID may be requested in certain situations. All guests may be required to pass a background check before or during license agreement.

4. The Camper agrees to auto payment with credit card on file and may set up ACH auto payments to not be charged a 3% credit card fee. All card and bank numbers and details are entered by the camper, management has no knowledge of camper's financials, all payments are then considered valid and present. Any chargebacks or stop payments will be considered null and void, any incurring fees will be charged to campers card on file. All payments are considered final and are considered non refundable. Rates are subject to change at any time and become valid with 4 week notice of change.

5. All complaints must delivered to management via email (<u>tinytownrvcampground@gmail.com</u>) or by text to the main business number (843-258-9819)

Camper will receive periodic text messages from the software generated number (843-258-5343)

Please label this number in your contacts as Tiny Town non urgent number. You can reply back to this number however this is used as a way for management to communicate and ask

questions to all campers at once. Urgent matters must be communicated to the main business number for proper response.

6. No mail or packages are to be sent to the campground on behalf of campers unless approved by Management. There is a PO down the street or seek help from a UPS store.

7. The campground will allow the camper to use its features and common areas, which are shared with all other campers. Because of varying numbers of campers, maintenance requirements, and weather, there is no guarantee of availability of any common features or areas.

8. Limitations On Campground Liability. The Campground desires to provide Campers with an enjoyable camping experience. However, camping and related activities occur in an outdoor recreational setting. There are aspects of any recreational experience that cannot entirely be controlled or made free of risk. The Campground is not liable for weather conditions, natural events, or damages caused by wrongful conduct or carelessness of others. By signing this Agreement, the Camper acknowledges that by participating in recreational activities, the Camper accepts the risks which are inherent in the recreational activity and setting. The Camper is responsible for supervision and control of all Campers and Guests.

9. Reimbursement to Campground for Losses Caused by Camper. In the event that any action or omission of the Camper or Guests or the Camper cause the Campground to pay damages to any other person or party, to incur repair, cleaning, security or law enforcement expenses, the Camper shall reimburse the Campground for those damages, as well as any attorney's fees and expenses incurred by the Campground. Basic clean up and damage fees will be charged to your card on file with an explanation.

10. Removal of Unit. At the Termination of the Agreement, the Camper will remove the Unit and all other personal property of the Camper from the Campground, quietly and peacefully. The Camper is responsible for removing the unit with appropriate care for the Campsite and other Campers, and to restore the Campsite to its original condition. (a) If a Unit remains on the Campsite or Campground after the removal period has expired, the Camper agrees that the Unit has been abandoned. The Camper agrees that all other personal property inside and outside of the Unit also is abandoned personal property. The Campground may remove the Unit and personal property. (b) The Campground may remove the Unit by: (i) moving and placing the unit on other property of the Campground until the Camper pays all fees due and retrieves the Unit; (ii) selling or disposing of the Unit on terms which the Campground deems reasonable in the Campground's sole discretion. (c) The Camper is liable for the Campground's expenses to remove and dispose of the Unit, plus a flat fee of \$250 and storage costs of \$10 per day. If the Campground sells the Unit, the proceeds of the sale belong to the Campground. The Campground may pay any net proceeds to the Camper at the discretion of the Campground.

11. No Transfers or Assignments of Agreement. This Agreement is solely between the named Camper and the Campground. 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, at its sole discretion, to enter into a new agreement with a new owner.

12. General Terms and Conditions. The Campground shall not be deemed to have waived any requirement of this Agreement by failing to enforce terms of the Agreement. This Agreement, together with the Rules adopted by the Campground, are the entire agreement between the Campground and the Camper. The Camper agrees that no representations made to the Camper are binding unless those representations are included in this Agreement. No oral modifications of this Agreement are enforceable. If any provision in this Agreement is invalidated by any law or court order, the remaining portion of the Agreement shall continue to apply. This Agreement is controlled by law. All disputes involving the Agreement are to be resolved in the Circuit Court for the County in which the Campground is located. Any representations, discussions, questions or modifications of the terms and conditions of the Camper's admission to the Campground have been integrated into this Agreement. The Camper does not rely on anything other than the terms and conditions of this Agreement.

13. Photos taken during your stay may be used in promotional pieces.

Sites

1. A maximum of 2 adult and 2 children under the age of 18, or a single family of parents and their children allowed at the site. Additional people by management approval only.

2. A maximum of 2 licensed, plated and insured vehicles may be on each site unless approved by management first. Campers with extra vehicles like motorcycles are required to have permission from management to park extra vehicles on the site. All vehicles must be in good condition, with no leaks such as oil, anti-freeze or any other substance that could contaminate the campground. It is at the management's sole discretion to have a vehicle removed immediately if it does not meet these requirements.

3. All campsites are for one RV only. RV must be 15 years old or newer or approved by management. If camper purchases another RV to replace the registered RV then the new purchase must be approved by management before entering and staying on campground property. Management has the right to deny any RV replacement if not approved first and camper could possibly lose their site without refund.

4. Tent use only allowed for registered campers. Visitors are not allowed to sleep in tents. Tents must be taken down after 24 hours.

5. The camper is responsible for maintaining their RV. Periodic cleaning may be required if dirt, pollen, mildew accumulates during the stay

6. A second fridge is not permitted.

7. The park operates on a well and septic, therefore, conservation of water is very important. Normal water use is permitted unless we are in a drought, water restrictions would be posted in the park and camper would be notified. Flushing of grey and black tanks

is allowed however guests shall not fill the tanks up and dump them repeatedly, this will flood the septic system. Most RVs have a flush hose hook up which washes the inside of tanks without using excess amount of water. RV washing is allowed once per 4 week license agreement and water use will need to be used minimally. Vehicle washing is not encouraged unless prior approval by management.

8. When vacating the site, the site must be left clean and free of debris/nails/wood/garbage. All outdoor furniture must be removed. The campground reserves the right to bill any camper a cleanup fee of \$150.00 for labor and additional landfill fees.

9. Vehicle maintenance and repair is only allowed by management approval first.

10. Garbage must be discarded in a secured/tied garbage bag and placed in receptacles with the lid closed completely. No grocery sacks allowed as they fall apart easily. Cardboard can be left on side of garbage cans when properly and completely broken down. Absolutely no loose trash or dog waste bags allowed, strictly enforced and \$25 garbage fees apply. Large trash items can be brought to the local dump down the street called Cottageville Recycle Center.

RV's

1. All RV's must be approved by management before entering the park.

2. All RV's must be 15 years old or newer, unless approved by management

3. All RV's must be maintained and in good condition.

4. All RV's must pass all safety requirements including propane, plumbing and electrical inspections.

5. All RV's must have grey and black water holding tanks with valves for dumping.

6. Only electrical connection with standard 30 amp/ 50 amp plugs are allowed.

7. All RV's must have working carbon monoxide and smoke alarms.

8. All propane devices (including tanks) must comply with municipal and federal laws. Proof of compliance may be required by management at any time.

9. Management reserves the right to refuse a RV or have a RV removed, at the campers expense, if it does not meet these requirements.

Site Improvements

1. Construction or improvements of any kind to the RV or campsite must have written approval from management.

2.Decks are typically not allowed however management may approve upon certain situations.

All decks are to be constructed from new pressure treated, new cedar or composite only.

3. Decks must be built on blocks (floating) and built in sections that are easily moved if necessary.

Insurance

1. Management will not be responsible for accidents, injuries, loss of property by fire, theft, wind, floods, or other natural acts which are beyond its control.

2. It is the responsibility of the camper to provide current property insurance as well as liability insurance. Proof of insurance is required to be provided to management.

3. Equipment and apparatus furnished on the grounds are solely for the convenience of the campers and guests to do so at their own risk.

Septic System

1. The septic system may only be used for human waste, septic safe toilet paper and typical water waste. Women's feminine products, diapers, food and other trash must be disposed of in the garbage.

2. Only approved products may be added to septic holding tanks. Chemicals that destroy the active enzyme and bacteria in the septic system are prohibited (bleach, anti-bacterial products, toxic cleaners).

3. RV's must have holding tanks that are not left open to sewer. Flex hoses must be properly secured to the drain at all times.

Landscaping

1. The camper and their family and guests shall not damage, remove the lawn, shrubbery, or other trees and plants anywhere on the property, including campsites without management permission. The camper is responsible if any damage is done.

2. The planting of flower pots, tiki torches, fire pits are permitted; however, we ask that any and all outside decorations be approved by management.

3. Campers are expected to keep their lots neat, decluttered and presentable. Management will mow site area if accessible at time of mowing; however, it is the campers responsibility to maintain the grass on their lot if personal property is in the way at time of mowing. Flying debris is possible with mowing and could potentially cause damage to RVs, vehicles and other personal property. You may mow your own site if you would like to oversee any risk to your property. Keeping your site decluttered will help with proper mowing patterns that are used to reduce any possible flying debris towards your personal property.

4. Due to below ground services, digging or placing of stakes are not permitted without prior written approval from management.

5. Modifications to the landscape of a campsite will become the property of management when the agreement is terminated.

Guests/Children/Teenagers

1. The camper is responsible at all times for the supervision, conduct and behavior of any guests, children and teenagers on the campsite and at the campground. All rules and conditions of the campground are applicable to both the occupants and their guests.

2. Anyone under the age of 18 is not permitted to be in use of the RV or to be left in the park day or night without parental supervision.

3. Children using any of the recreational areas or equipment must be accompanied and supervised by an adult at all times. Management does not supervise recreational facilities at all.

Pets

1. Only non-aggressive pets are permitted. The park reserves the right to refuse entry to large or aggressive dogs.

2. All pets must be leashed and supervised at all times.

3. All pets must have the necessary immunizations and rabies shots. The camper must

provide proof with management when requested.

4. Excessive barking will not be tolerated.

5. Pets must be leashed at all times. No exceptions. Unless in the dog runs.

6. Pets are not permitted in recreation area, please do not walk them near or in the sandbox area.

7. It is the campers responsibility to care properly for any pet and to clean and restore any areas of the campsite or park where mess or damage has occurred due to the pet.

8. Pets must be cleaned up after. Pet waste should be picked up in a plastic bag and disposed of properly.

9. It is not recommended to leave your pets unattended in your RV when not there. Some RVs do not restart their ACs after a power outage and power outages could potentially happen during excessive hot or cold weather, your pet could suffer severe issues being left in climates that can potentially shift quickly in a RV. Campground assumes no responsibility for your pet's health resulting from being left unattended. Management will remind you the risks when aware of any pets being left unattended.

10. Management in its sole discretion may require a pet to be removed from the campsite for not complying with these rules and regulations.

11. Pet Tie Outs are allowed only when supervised and staying with pet outdoors. Pet must be contained to camper's site on tie out line. Tie Outs should not be left out in grass. Camper will be responsible for damage to mower if hit.

12. Management periodically sprays around sites and other campground areas for weed and pest control. Products are used that claim to be pet safe once dry. Please encourage your pets to not eat any vegetation at any time to relieve any possibility of becoming sick. Notice of spraying will be sent out via text to phone number on file unless urgent spraying is needed.

Courtesy and Safety

1. No trespassing or cutting through other campsites.

2. Bicycles are permitted to be ridden on the roadways. They must be ridden slowly and the biker must exercise restraint and control at all times.

3. Quiet enjoyment – no occupants shall create, permit the creation of or continuation of any noise or nuisance that disturbs the comfort or quiet enjoyment of any other camper or guest of the campground. No noise is permitted inside the campground between 10:00 p.m. and 7:00 a.m.

4. No loud music after 10:00 p.m.

5. Please operate lawn mowers and other noisy outdoor equipment after 8:00 a.m.

6. During special events put on by the park – notice will be posted about the hours and rule exceptions.

Drugs/Alcohol

1. Personal alcoholic beverages shall only be consumed at your campsite. You should not be outside your campsite with open containers.

2. Illegal use of drugs of any type will result in the immediate termination from the park and/or police intervention.

Firearms/Fireworks/Other Restricted Items

1. Any use of fireworks or firearms is strictly prohibited for campers and their guests.

2. Paint ball guns, airlift guns, sling shots, illegal knives, bow and arrows are prohibited.

3. Absolutely no hunting on park property.

- 1. Only golf carts are permitted.
- 2. Golf carts are permitted as long as:
- a. The golf cart is electric powered or quiet gas;
- b. The owner is responsible at all times for the supervision of their golf cart;
- c. Each owner must submit proof of insurance to management;
- d. Only 1 golf cart per site;
- e. Golf carts are required to follow roads, all posted speed limits and drivers are expected to drive in a responsible manner;
- f. Impaired driving in a golf cart is strictly prohibited. You will be removed from
- the park immediately;
- g. Reckless use of golf carts is prohibited;
- h. Children 16 years or older may operate a golf cart if they are a licensed driver;
- i. Children 13-16 may operate a golf cart with parental supervision;
- j. No one under 13 shall operate a golf cart in the park.