

2023 Seasonal Campers (Electronic Copy)

Welcome to Shady Brook Campground & Boat Rental, LLC, located at 275 Campground Lane, Beavertown, PA 17813, Beaver Township, Snyder County.

Shady Brook Campground makes all attempts to promote family values in a child / youth friendly environment. All persons camping at our campground will be expected to adhere to the same values and principals. This Handbook applies to ALL campers / campsites including Daily, Weekly, Monthly & Seasonal rentals.

This Handbook will help you understand the expectations of the campground management and of the campground rules and regulations.

NOTICE Campgrounds have certain rights and protections that are governed by law. These rights and protections can be found in:

Pennsylvania TITLE 48 LODGING AND HOUSING Chapter 13 Hotels

WEB LINK ADDRESS:

<https://www.legis.state.pa.us/cfdocs/legis/LI/consCheck.cfm?txtType=HTM&ttl=48>

ALL Rights and protections will be used from this important legislation.

A Copy of this Title and Chapter is posted in the campground office

NOTICE: All money paid including Lot Fees, Deposits, Rentals, and any other type or form of money payments made are non-refundable.

Campground—Camper Revocable License

1) TERM: The revocable license term shall start on November 1 and end on October 31 of each year (Or date of first arrival). All terms and conditions shall remain in full force anytime a camper/RV, vehicle, sheds, outbuildings, registered camper and personal belongings remain on Shady Brook Campground & Boat Rental, LLC property. This revocable license shall automatically renew in 1 year increments unless cancelled in writing by either party 30 days before the renewal date. All Guests agree to the terms and conditions contained herein and this revocable license shall remain in full force. A current revocable license shall be signed before the start of each season. Rates and fees are subject to change, and can be changed by addendum, and not affect any other terms of this revocable license. Any changes made shall become binding and be in full force at time of imposition, with or without notice.

2) LOT Fees: The guest agrees to pay Shady Brook Campground & Boat Rental, LLC a non-refundable required \$100.00 deposit on or before the second Saturday of August to secure a spot for the following season. Deposits will not be accepted if the current year fee is not paid in full. Lot fees not current or paid on time are subject to losing their grandfathered pricing. Persons needing a payment plan shall make payments during the winter months/off season (November 1 through April 15). All lot fees must be paid in full on or before April 15th. Any lot fees not paid according to above plans will incur interest up to 18% APR per year, plus a monthly late fee of \$25.00 assessed per month. Any

account past due more than 30 days will be in violation of the revocable license and use of the lot will be prohibited until all accounts are paid in full.

Lot fees and/or deposits do not transfer, and are non-refundable in the event you give up camping or your camping license is cancelled for any reason at any time.

Lot fees do not include visitor fees, electric fees, activity fees, etc. Electric fees are an additional assessment billed on a monthly basis.

Discounts on Seasonal Lot Fees:

Lot fees paid in full on or before April 15 may deduct \$95.00. Any lot fees not paid in full by April 15 may not deduct any amounts from the lot fee.

Lot fees not paid in full by April 15 are considered late. Late lot fee payments will incur late fees and interest. Lot Fees not PAID in FULL by July 1 will result in loss, suspension of camping privileges, or eviction/removal from campground. Lot Fee PLUS Monthly Electric Bill

3) Year round parking of your unit is permitted if signing a revocable license for a site the following season Guest is responsible for any winterizing to their RV. A non-refundable security deposit of \$100.00 is due on the **second Saturday of AUGUST** to be used towards the following years' seasonal fee. However, if site rental is canceled and your Camper / RV / boat / vehicle or any personal property has remained on Shady Brook Campground property for any period of time between November 1st and April 14th, there will be a storage fee of \$500.00 per each Camper, RV, Boat, Vehicle, storage building, or any personal property left over the winter. Winter storage fees will be pro-rated over the course of the next camping season, reduced at the rate of \$2.00 per day from April 15 thru October 31. Security Deposit will be forfeited, is non-refundable and does not apply towards winter storage. If selling a camper / RV to stay on site, you are still responsible for storage fees and full lot fees within the terms of this revocable license. All buyers must be approved by Shady Brook Campground & Boat Rental, LLC if the buyer wants to remain at Shady Brook Campground & Boat Rental, LLC. Guest must notify the office if replacing RV. Reminder: a security deposit guarantees your site for the following year.

AT NO TIME may anyone LIVE or receive mail at the Campground. Seasonal Campers Time / Use Limit qualifications are as follows:

Camping

- 1) Short stays generally in increments of 2-3 Days
- 2) Vacation stays in increments of up to 14 continuous days.
- 3) Maximum of 150 Days per Camping Season, not to exceed more than 24 days per month. (See Campground management for exceptions.)

Camping "Holding Site"

- 1) Holding sites are ONLY a Holding site, someone that wants to become a seasonal camper, but there are NO regular seasonal campsites available.
 - a. You're holding site fee will start at the lowest regular campsite fee.
 - b. When a Regular Seasonal campsite becomes available YOU MUST move to the

first available site.

- c. When moving to the First available site your Site fee will increase to the rate that applies to the site you moved to and you must pay the difference in the fees.
- d. Failure to move to a First available seasonal campsite will result in you losing your seasonal camping rights on a "HOLDING SITE"
- e. If you lose HOLDING Site status you camping rates & fee will revert to the daily camping fees.

Monthly Camping:

- 1) In the area for jobs, work assignments, home relocation/displacement, traveling layovers, etc.
- 2) Extended Stays over 17 days continuous
- 3) Monthly Lot Rentals: 2 adults permitted
\$100.00 per month additional for any additional persons. \$25.00 per month Pet Fee per pet. Seasonal & Monthly Lot Fees and/or deposits do not transfer to new owners, and are non-refundable. Failure to pay appropriate Lot fees in full may result in Criminal Charges.

- 4) Termination of Revocable license: Revocable licenses can be terminated without a refund by Shady Brook Campground & Boat Rental, LLC for violations of Shady Brook Campground & Boat Rental, LLC rules, such as but not limited to: late payments, non-payment of any fees, overdue utility bills, breach of any rules, breach of Revocable license, unruly behavior, fighting, domestic activities, causing dissension, or displaying any action or conduct we deem unsuitable. Campers, RVs, Boats, and Vehicles and personal property will have to be removed from Campground within 24 hours of notice. For any time after 24 hours, there will be a \$75.00 per day charge for storage for each Camper, RV, Boat, Vehicles, and/or personal property. Guest agrees that all fees and any outstanding money must be paid before any Camper, RV, Trailer, Boat, or Vehicle leaves the Campground.

- 5) Charges & Penalties: There will be a \$75.00 charge each time a certified letter containing any billing, termination of revocable license notice, or any other type of notice or bill is sent out. Security Deposits may be applied to any outstanding bills or debits, before being applied to a seasonal site deposit.

- 6) Abandonment Policy: Any Camper, RV, Boat, Vehicle, or personal property will be considered abandoned and may be scrapped or re-licensed if payment is not made within 10 days after a certified 10 day notice.

- 7) The guest agrees to use the premises for camping / recreational use only and does certify & agree that the site cannot be used by anyone not listed on the revocable license, without prior written permission from Shady Brook Campground & Boat Rental, LLC. If you choose to quit camping, or move your unit out, you are responsible to pay any remaining seasonal rate due on this revocable license including any other fees including electric, and disposal fees... There will be no refunds and no prorating. If you decide to sell your unit after you have signed this revocable license, the new guest must be approved by Shady Brook Campground & Boat Rental, LLC owner, and must fill out a new revocable

license and that site fee must be paid. There will be no subletting and any monies already paid do not forward to the new guest.

8) Agreed lot use fee is for 2 adults age 18 and over, and 2 minor children under the age of 18. All persons must be listed on this revocable license. Any other adults or children must either pay the Daily Visitor Fee of \$4.00 each per day (8AM-10PM), or the Overnight fee of \$6.00 each per night (10PM—8AM). Children under the age of 5 are free.

Additional children and/or adults that are added to lot revocable licenses must have one of the following relationship status: your child, step-child, grandchild, parents, parents-in-law, and grandparents. Any person not listed on this revocable license, and not paying the appropriate fees, will be considered to be trespassing and considered a unauthorized visitor on the property. Seasonal Campers are responsible for enforcing the honor system for their sites and guest. Any Seasonal Camper who allows guests to stay on their site without paying the required fees agrees they may have the following fees charged against their account and agree to pay them:

Per person, per day: Day Visitors \$12.00, Over Night Visitors \$18.00, Swimming Pass Fee \$15.00. No prorating after the fact. Day Visitor Fee is due between hours of 8 AM till 10 PM, Overnight Visitor fee is due between hours of 10:01 PM until 7:59 AM the following day. (Example: Guest arrives at 6 PM and plans on staying overnight, \$4.00 fee is due *plus* \$6.00 Fee is due)

9) Guests are responsible for keeping their lot neat, weeds and grass trimmed, and the exterior of their camper/RV in good repair. Only lawn furniture outside (no couches, chairs, etc.). No garbage or miscellaneous items left outside. No collection of trash, broken items, or disorganization of stored items. No displays of any type of commercial or political signs. Also no signs that support a specific audience, activity, event, or displeasure with an event.

** If there is a need for Campground managers or caretakers to do upkeep on guest's lot there will be charges for their services:

A) Lawn Mowing (grass exceeds 8 inches): \$50.00 per mow

B) Weed Control/Trimmer \$50.00 per trim

C) Hourly Fee for any other types of work, maintenance or repairs is \$85.00 per hour, per person, plus any parts or equipment rental fee

Fee assessments for failure to maintain your site:

Fail to Wash Camper: \$150.00 per month each month it's not washed.

Fail to display site number at front of site: \$75.00

The following site cleanup fee applies if or when as a seasonal camper you fail to maintain your site or you leave as a seasonal camper if the site is not cleaned up of all trash, debris, personal items, raked clean and returned to the same condition as when you first rented the site. All items must be properly disposed of and may not be placed in the Campground dumpster.

Site Clean-up: \$300.00 per incident

Plus \$85.00 per hour per person for each hour, billed in full hours to the next full hour, plus trash & debris

Disposal fee minimum of \$150.00, plus any other costs associated with clean up

10) Dumpster use is strictly for your general campground generated trash such as paper plates, cups, cans or bottles. Real simple: your general trash should fit into a 13 gallon trash bag. If it doesn't, then there is a good chance your items don't belong in the dumpster, BUT just because it fits into the bag doesn't mean it can go into the dumpster (see examples of what may not go into the dumpster). The dumpster is not for items such as but not limited to: broken chairs, old carpeting, broken tables, motor oil, boxes, shipping containers, tarps, plants, leaves, limbs, grass clippings, flower bed debris, fire ring cleanout debris, canopies, furniture, tires, paints, bikes, or old TVs (just to mention a few items). No items may be placed into the dumpster during the closed season from November 1 until the following year after April 10. You may not dispose of trash from home or business. Shady Brook Campground has to pay penalties to the trash company when items other than general camp trash is placed into the dumpster. Therefore, Shady Brook Campground will charge a fee to any person placing items into the dumpster that is not approved, which will be \$50.00 per item/bag/box, plus all penalties from the trash company. If you have something you need to dispose of that is not permitted, ask at the office. Simply paying a disposal fee may permit you to place it in the dumpster. If unsure about an item being permitted, ask at the office.

Items such as: tree limbs, leaves, grass clippings, flower bed debris, fire ring clean out, see Campground management for where to dispose of these items.

11) Quiet Hours—Every Registered camper, their guest(s), and visitors are required to adhere to the quiet time hours. All actions of guests and visitors will be the direct responsibility of the registered camper where the violations occur. Quiet time hours are as follows: Every day at 10 PM until the following morning at 8 AM. Loud or excessive noise that interferes with the quiet and orderly operation of the campground is prohibited. Loud and excessive noise is at the discretion of Campground management.

Noise Restrictions timeframe starts at 4 PM on the 3rd Monday in May and continues until September 15th. During the period starting on Friday at 4 PM and continuing until Sunday at 4 PM, or extended until Monday at 4 PM in the event of a holiday—No power tools or loud noises may be made such as but not limited to: lawn mowers, weed whackers, chain saws, hammers, power hand tools. The exception is Saturday 9 AM until 11 AM to accomplish basic lot maintenance using the above listed tools. Noise restrictions do not apply during the week other than regular quiet time.

12) All visitors must stop, register and sign in at the office and receive a car pass. You, the seasonal camper, MUST ALSO text the office that you have visitors and how many. Visitor fees help offset the expenses of insurance, maintenance, campground upkeep, etc. You are responsible to register your visitors. No large parties without prior written permission. Loud music or unruly behavior will not be tolerated.

Visitor Fees:

A) \$4.00 per visitor per day for any visit between 8:00 AM till 9:59PM (with no Pool privileges). \$4.00 will be refunded if the guest stays less than 20 minutes.

B) \$5.00 per visitor per day Pool Privileges pass — ALL ages pay.

C) \$6.00 Per visitor per day for any visit or stay-over between 10:00 PM and 7:59 AM the following day

OR - \$15.00 per day per person includes Day Visit, Overnight Visit and 1 Pool Pass for 1 calendar day.

All persons/all ages must purchase a pool pass which are only valid for the day purchased, have no cash value, is not applicable for refunds, and expires at the end of the day/camping season.

If hosting a party/gathering (more than 8 guests) of fellow campers and/or non-campground guests, an additional fee of \$35.00 per party will apply, in addition to visitor fees.

If a visitor participates in any food/activity/event that would normally be free to you the registered camper, there will be a per person fee for your visitors (Example: Ice Cream Social, Strawberry Social, Corn Roast, Halloween Weekend, and any hired entertainment). Not all events will be pay events; if in doubt, ask at office or ask Campground management, or watch for postings. Any Fees will be announced for each event. This Fee will not apply if the event has a fee that everyone is required to pay (Example: fish fry, hot sausage, chicken BBQ).

Seasonal Campers are responsible for enforcing the honor system for their sites. Any Seasonal Camper who allows guests to stay on their site with-out paying the required fees agrees they may have the following fees charged against their account and agree to pay them. Per person per day: Day Visitors \$12..00; Overnight Visitors \$18.00; Pool Pass \$15.00, with no prorating after the fact.

13) ALCOHOL Consumption & Use Policy:

We have no problems with the use or consumption of alcoholic beverages in a social environment; however we do have problems with persons under the influence of alcoholic beverages engaging in inappropriate behavior.

This policy applies to all seasonal campers and guests at seasonal campers sites.

The following WILL NOT be tolerated behavior and will be grounds for immediate removal from the Campground:

- A) Persons who are visibility intoxicated and are visible to fellow campers.
- B) Loud or excessive noise.
- C) Alcoholic beverages that are not hidden in a non-descriptive wrap (i.e.; in a Kush)
- D) Persons who have been consuming alcoholic beverages and their actions or verbal language become offensive to others, including signs of aggression, show of force, disrespect to fellow campers or campground management, loud, abusive, or swearing verbal outbreaks.
- E) Passed out around a fire ring, or passed out lying on the ground (due to alcohol/drug use).
- F) The operation of any golf cart by anyone who has been consuming any Alcoholic beverage within the prior 20 hours or if considered legally impaired by PA Motor Vehicle Code, and/or operate a motor vehicle by anyone who by description of PA Motor Vehicle Code would be considered legally impaired or operating under the influence is prohibited.
- G) ALL Campground events/activities are alcohol free the possession or use at events is prohibited.
- H) Alcohol use or possession of alcohol in the pool area, the store, game room, campground roads, Hiking & Biking Trails, playground, shower house, bathhouse, and restrooms is prohibited.

Any illegal drug use or possession or violation of alcohol consumption or use policy is ZERO tolerance and is grounds for immediate removal from the Campground.

14) Parking is limited to your own site. If there is not enough room, extra vehicles must be parked at the lower end of the playground, in front of the pavilion, or around the pool. Please do not use empty sites for any purpose. Unlicensed vehicles, ATVs, mopeds, or electric skateboards are not permitted.

15) Golf Carts: Golf Carts are permitted when ALL of the following conditions have been met:

- A) Golf Cart MUST BE inspected at the Campground Office EVERY YEAR before use is permitted. Inspection decal must be attached and visible.
- B) A Golf Cart registration form must be filed at the office. (Filed yearly)
- C) The Yearly Registration Fee of \$25.00 per cart/Serial Number must be paid every year.
- D) An accurate copy of a valid certificate of liability insurance must be filed with The Campground Office naming Shady Brook Campground & Boat Rental, LLC as a Co-Insured. (Filed yearly)
- E) Only persons holding a valid state-issued driver's license may operate or be in control of the golf cart. (A permit is not a license)
- F) Golf carts may not be operated by anyone who has consumed any alcoholic beverages within the prior 24 hours.

Your Cart must be Equipped with all of the following items, in proper working order:

- A) Two working headlights and two working red tail lights. Lights must be on from Sunset till Sunrise.
- B) A rearview mirror.
- C) Sound producing device, horn, bell, or whistle (must be louder than your Running golf cart and must be able to be heard at a distance of 100 feet).
- D) Painted or decaled with your site number, displayed on both the front and rear of your golf cart. Letters and numbers must be contrasting colors, clearly visible and no less than 4 inches in height

Operation:

- A) Golf carts may only be operated on roadways when within the campground; they may not be operated on any lawn area.
- B) May not exceed a safe carrying capacity. (NO seat? NO butt)
- C) May only be operated on Shady Brook Campground & Boat Rental, LLC Property.
- D) May not exceed 5 MPH speed limit.
- E) Seasonal Campers are fully responsible for the actions and operation of the golf cart by their visitors.

VIOLATIONS:

First Offense: 30 day suspension of golf cart use.

Second Offense: Permanent ban on golf cart use.

Campground Management may adjust violation (suspension and/or ban) as it is appropriate to the violation. Penalty may range anywhere from a verbal warning up to and including permanent ban on the golf cart and/or operation or operator.

16) Pets are welcome. We understand and agree that they are part of your family. However, some people fear animals and therefore all pets must be kept on a leash, cleaned up after and not left unattended at campsites. No pets are allowed in pool area, game room, playground, bathhouse, or other buildings. Pets that bark excessively or show signs of aggression must be removed from the campground. Pets must display a current and valid license and a current and valid rabies tag. You are required to file a Certificate of Liability Insurance with the Campground office every April of each camping season, or within 7 days of arriving at the Campground. Your pet(s) must also be registered at the office.

17) Electric: All sites will be metered. Campers may use electric as they wish, but remember you will be paying for it. There will be 7 bills per season (April thru October). Meters will be read the last day of the month. Bills will be ready by the 3rd of the month. In addition to the per kilowatt fee charged, there will be a up to \$8.00 per month Electric Maintenance Fee. This fee will cover the meter reading costs, billing & billing supplies, and the added administrative duties. Payment in full is due on or before the 20th of the month.

In addition to the monthly maintenance fee, a per KW fee is included. Kilowatt electric rates for the campground are commercial rates, demand rates, with peak fees. The KW fee includes your share of the KW Fee, distribution fees, transmission fees, monthly maintenance fees, equipment / wiring rental and depreciation fees, and monthly miscellaneous fees charged by the electric company.

A \$35.00 per month late fee plus interest up to 18% is charged after the 20th day and for each month that the electric bill is late. Advance payments are accepted on account to avoid late fees and disconnect fees. Bills will not be mailed. Seasonal campers are responsible to pick up electric bills at the office. Bills that are not paid by the 20th day after issue and accounts that become delinquent will have the electric turned off. If the electric is turned off, there will be a \$50.00 reconnect fee, the account must be paid in full & current, and will require a \$250.00 deposit. Camper agrees the Campground is not liable for any lost or damaged items that may result from the electric being turned off. Delinquent accounts will accrue interest at the rate of 18% on all outstanding balances until paid in full.

** No Item of any type may be attached to Electric / Water post, including the use of nails, screws. Violations will result in you being billed full replacement cost including excavating work and labor costs.

Failure to pay any electric bills may result in Criminal Charges, not limited to Theft of Services.

18) Water use is for household use only. There is no washing of vehicles permitted. With the exception of 1 time per year, campers/RV must be washed and cleaned on the outside. Washing is to occur between Monday and Thursday. Campers must be washed before the 3rd Saturday in May. **NO WASHING CAMPERS after the 3rd Saturday in**

May.

19) Seasonal Camper/Guest agrees the camper/RV must be portable and remain portable and consents that in the event that it must be removed off the site due to unpaid bills, abandonment of camper, or for maintenance purposes. It is agreed that if a camper/RV must be moved by Shady Brook Campground & Boat Rental, LLC, the Camper/RV/vehicle or boat owner does consent, and agrees to hold harmless and release any and all liability claims for any damage to the camper/RV/vehicle, boat or personal property and agrees to indemnify and hold harmless Shady Brook Campground & Boat Rental, LLC, its and its officers, owners, members, employees, or volunteers against claims resulting from loss or damage to property or injury to the person or any member of the family or guest.

20) Our pool is for registered guests only. Persons visiting a campsite may swim in the pool if they have paid the Daily Visitor fee that includes pool privileges and are accompanied by a registered camper. (See paragraph 11 for fees.) All visitors regardless of age must pay the fee of \$5.00 per person. Persons not registered on the revocable license must pay the visitor fee. Children under 13 must be supervised by an adult over 18. **No lifeguard on duty; swim at your own risk.** Obey all posted pool rules or you may lose your pool privileges. Only the use of State Approved/Shady Brook Campground approved children swimmer diapers may be used in the pool. No refunds due to loss of privileges, unforeseen pool maintenance situation, or Acts of God or Mother Nature. NOTE: The Campground reserves the right to close the pool for up to 3 days per season for special events and charge an admission fee to any and all persons swimming, including seasonal campers.

21) Site improvements such as wooden decks, placing gravel on sites or in driveways, flower beds, fire pits, storage sheds, gardens, etc. are at your own expense but must be prior approved by Campground owner. Storage sheds and out buildings must be approved by Campground management. Storage sheds are limited to: vinyl sheds are the only permitted type with floor square footage not to exceed 49 sq. ft. (7Ft x 7Ft). Be WARNED—If any item(s) that is built, placed or constructed results in any additional taxes or fees from any taxing authority, those additional taxes or fees will be passed along to you as an added fee for your lot, and be considered as part of your seasonal lot fee and you agree to pay those fees within 10 days of receiving notice. Late fees or any penalties will be charged as outlined in paragraph 2.

22) Do not cut, damage or remove trees. Trees removed to accommodate your trailer will be at your expense and are the property of Shady Brook Campground & Boat Rental, LLC. Do not take or cut firewood from sites occupied or not. You may not cut, dig, gather, remove, or use any firewood from the woods or grounds. Small sticks, twigs or pine needles for fire starting is permitted. You may NOT cut, alter, nail, or screw any items or objects to any tree regardless of tree size or tree health/condition, Any tree Cut, Damaged or altered will have a fee of \$500.00 per tree regardless of Size or health. Campground management reserves the right to remove trees or other objects on any campsite for safety or maintenance reasons and temporarily disconnect any utilities without notice.

23) Firewood: Effective 01/01/2021, firewood must be purchased from the Campground. No firewood may be brought or transported into the Campground. Any firewood brought into the campground is subject to a surcharge of \$500.00 per load, or per campsite for divided/shared loads. All firewood is to be neatly stacked to the rear of all campsites, as much out of sight as possible. Exception to stacking of firewood: You may have up to a 2-day supply stacked near the fire pit (equivalent of a wheelbarrow load).

24) Dumping Station/Sewer: (This is a CCTV Monitored and Recorded area.) **Dumping of any grey water or sewer water of any type onto the ground is prohibited.**

All seasonal campers are required to use their own on-board bathroom facilities including toilet and showers. Use of the Shower house/Bathhouse/Restroom is for use of people renting cabins, tent sites, or popup campers. The USE or Disposal into your RV holding tanks of any sanitary wipes or disposable wipes is prohibited. The only items permitted to be flushed down your toilet is Human Waste (fecal content) and Septic System approved toilet paper. Anyone flushing anything else will be charged a cleanout fee of \$800.00 for Septic tank pumping and equipment Maintenance.

The following fees apply for Dump Station or Honey Dipper Services:

A) You transport and dump your own tanks \$8.00 per tank per dump. This fee triples if not paid within 24 hours.

B) Preregistration/sign-up is required. Cost is \$20.00 per dump. This fee includes 2 tanks (1 black water, 1 gray water) plus \$5.00 for each additional tank.

For service notify Office *Weekend & Emergency Honey Dipper service is \$50.00 per dump plus dumping fee. Pre-pay is required. Weekend definition is Friday after 1 PM, Saturday, Sunday, and all holidays.

No dumping Saturday after 10 AM or Sunday before 3 PM.

All fees and hours are subject to change with or without notice or posting corrections. Please check with office.

25) Bicycles are permitted. All children age 12 and under must always wear an approved helmet anytime they are riding any bikes.

A) Bikes may only be operated between sunrise and sunset.

B) Bikes may not be operated in the play-ground.

C) Bikes must have operating brakes.

26) TV/Satellites/Wi-Fi/Internet Receivers

Shady Brook Campground provides Wi-Fi internet services. You may use these services as you please, however understand they are a "FEE" service known as pay-as-you-go. See the office for details & pricing.

Package timeframe options:

1 Day Pass, 3 Day Pass, 7 Day Pass, 30 Day pass, or Seasonal Pass

REMEMBER service is dependent on many factors including age of your equipment, age/updates to your software, usability/condition of your equipment.

YOU MAY NOT use or install, erect, maintain or distribute any TV or Wi-Fi or internet device including BUT NOT limited to: antennas, satellite dishes, Wi-Fi receivers, hot

spots, wiring, any related equipment, or wiring. You may not connect to an existing Dish system.

Any camper or camper family caught sharing Wi-Fi/Internet/TV access codes with other campers who have not paid the required access fees agrees to pay the Campground an amount equal to triple the Seasonal Access Fee, in addition to being banned from accessing the system in the future.

27) As a registered guest of Shady Brook Campground & Boat Rental, LLC, you acknowledge the acceptance and agree to the full compliance of these Handbook Rules & Policies and any other rules or policies as posted in the office, or verbal notification. Any Shady Brook Campground & Boat Rental, LLC, guest found not obeying these Rules & Policies, causing dissension, or displaying any action or conduct deemed unsuitable, will be asked to leave without warning and without a refund of any and all payments including deposits.

28) As a registered camper I/we agree that if our actions or the actions of any of our guests result in the violation of any rules or policies, causing any dissension, displaying, encouraging or participating in any action or conduct that results in the loss of any revenue to Shady Brook Campground & Boat Rental, LLC I / we agree to be held responsible and agree to pay for all lost revenues equal to the amounts that would be generated for the balance of the current and the next 5 camping seasons.

29) ALL guests agree to relieve Shady Brook Campground & Boat Rental, LLC and its officers, owners, members, employees or volunteers of any responsibility from any "Acts of God." Guest agrees and consents that photos may be taken during their stay during activities or events, and agrees and consents to their use, in advertising, web displays, Facebook, and other electronic or print promotions, with no fee or royalties paid. If a Court would rule that fees and/or royalties should be paid, guest agrees the fee would be \$1.00 total combined, regardless of how many photos or number of times used or displayed, for use of all photos and advertising. This \$1.00 fee shall also include all lawyer and legal fees of any type. Guest understands Shady Brook Campground & Boat Rental, LLC and its officers, owners, members, employees, or volunteers are not liable, nor responsible to carry insurance coverage on guest's camping unit, vehicle, or other personal property. Guest agrees to carry his/her own liability and comprehensive insurance during the term of this revocable license. All insurance documents & coverage must include coverage for but not limited to: camping/RV unit, steps, decks, railings, patios, canopies, awnings, tents, storage sheds, and storage boxes. Guest will furnish proof of insurance to Shady Brook Campground & Boat Rental, LLC. This property being privately owned, the Guest accepts camping privileges with the understanding that he/she does hereby release Shady Brook Campground & Boat Rental, LLC, its officers, owners, members, employees, and volunteers of all liability for loss or damage to property and injury to his/her person arising out of his/her use of its camping facilities and agrees to indemnify Shady Brook Campground & Boat Rental, LLC, its officers, owners, members, employees, and volunteers, against claims resulting from loss or damage to property or injury to the person or any member of the family or Guest, arising out of the use of its camping facilities. The Guest waives all terms and conditions of the Landlord & Tenant Act, and agrees and accepts all terms, conditions and times and fees

imposed by this revocable license. Shady Brook Campground & Boat Rental, LLC, its officers, owners, members, employees, and volunteers are not responsible for any damage from vandalism or theft of guest's camper/RV or other personal possessions

30) The lot fees include the following services: water, garbage disposal at the dumpster (only for campground-generated trash), road maintenance to the campsite during the camping season, and the use of other available park amenities. Failure of any of these items or services or any park amenities due to pandemics, national, state or local emergencies, health/welfare-related incidents, weather-related, equipment failure, Acts of God, Acts of Mother Nature, or any other type of failure for any reason, or any other item or service regardless of usable time is not grounds for reduced rents or fees, or withholding of any rents, fees or monies due to Shady Brook Campground & Boat Rental, LLC.

31) All rules and regulations of Shady Brook Campground & Boat Rental, LLC are subject to change with or without notice by owners. Shady Brook Campground & Boat Rental, LLC reserves the right to add to or alter these Rules & Policies at any time due to any unforeseen occurrences in the future. Shady Brook Campground & Boat Rental, LLC reserves the right to inspect all sites. Any guest in violation of the rules and regulations will forfeit their revocable license and all monies paid and will be required to leave Shady Brook Campground & Boat Rental, LLC immediately.

31) ALL Guests are responsible for all fees, late fees, registered mail, postage, attorney fees, legal fees, court fees, interest, and any other fees associated in the collection of any delinquent account or enforcement of any terms or conditions of this revocable license. Bad check fee is \$50.00, in addition to any other fees listed above. Actions may include civil and or criminal prosecution.

32) Movement or transfer of RV/camping unit: Guest agrees the camper, RV unit, and/or personal property may be removed with or without advance notice from assigned site, moved or transported to another area of campground-controlled property due to nonpayment of any fees, nonpayment for services, abandonment for more than 30 days, emergency reasons, safety issues, or breach of Revocable license. The Guest may at times request Shady Brook Campground & Boat Rental, LLC or one of its owners, members, employees, volunteers, helpers, fellow guests to: work on, conduct repairs, maintenance, winterize, cover, pull, move, transport, and/or relocate their camper/RV using whatever means is available including vehicles, tractors, jacks, dollies, chains and hoists to another area of their campsite or within the Campground. Guest agrees to relieve and hold harmless, Shady Brook Campground & Boat Rental, LLC its owners, Members, employees, volunteers, helpers, and fellow guests of any responsibility from any errors in the use of equipment such as but not limited to: vehicles, tractors, jacks, dollies, chains and hoists, or from any errors resulting from judgment, faulty equipment, any actions either intentional or unintentional or "Acts of God," or any damages that may occur either directly or indirectly. Guest understands Shady Brook Campground & Boat Rental, LLC its owners, members, employees, volunteers, helpers, and fellow guests are not liable, nor responsible to carry insurance coverage on guest's camping unit, vehicle, or other personal property. Guest agrees to carry his/her own liability and

comprehensive insurance during the term of this Revocable license and that he/she does hereby release Shady Brook Campground & Boat Rental, LLC, its owners, members, employees, volunteers, helpers, and fellow guests of all liability for loss or damage to property and/or injury/death to his/her person arising out of the movement of said camper, and agrees to indemnify Shady Brook Campground & Boat Rental, LLC, its owners, members, employees, volunteers, helpers, and fellow guests, against claims resulting from loss or damage to property or injury/death to the person or any member of the family or guest Fees may apply.

33) All Campground roads have a maximum speed limit of **5 MPH** for any type of motorized transport device, vehicle or golf cart.

34) If buying LP gas in a 100 lb. cylinder, remember you are buying the gas that is stored inside the cylinder— **YOU ARE NOT BUYING THE CYLINDER**, nor do you own the cylinder. The cylinder may not be removed from the campground property. If you take the cylinder, the agreed replacement cost is \$1,300.00 plus tax, OR the Full actual cost of replacement.

35) Changes to Revocable license: This Revocable license may not have any changes or strike outs made to it, unless done thru an addendum.

36) Honor System Fees: Anytime there is a fee, cost or monies due for a service or supply and you use the service or supply before paying, this is referred to as the “Honor System.” If you use the Honor System and fail to pay for the service or supply within 24 hours all fees that were due for the service shall be triple the amount due. Continued abuse of the “Honor System” is grounds for removal from the Campground.

37) The enforcement of these rules and policies is at the discretion of Shady Brook Campground & Boat Rental, LLC management.

38) Shady Brook Campground & Boat Rental, LLC management reserves the right to refuse service to anyone.

39) Failure to pay any of the required fees, such as but not limited to: Lot Fees, Cleanup fees, Dumping Fees, Electric Bills, Storage fees, may result in criminal charges such as but not limited to Theft of Services.

40) Sale of your RV or other property. If you offer any of your personal property such as but not limited to: RV's, Camper, Sheds, and Golf Carts for sale you may not place FOR SALE signs on the items. You may advertise the items in / on whatever media you determine will work best, HOWEVER if the Shady Brook Campground & Boat Rental, LLC or any of its management or staff assist in the sale of your items for sale there will be a selling fee of \$300.00 or 8 % of the final sale price whichever is greater PLUS any fees incurred in marketing the said items(s). Assisting can be by helping to advertise it on any media outlet, word of mouth, actual showing of the item or referrals.

41) In the event of a declared public health crisis or emergency all declared rules and

policy shall remain in effect until the pandemic is declared over. Also, all PA Dept. of Health and Federal CDC rules and guidelines shall take precedence.

42) TEXTING:

Shady Brook Campground & Boat Rental, LLC and David Mull, Owner use Text Messaging as a primary means of communication. Texting can occur either as a "GROUP" text from Number 77222 or individual one-on-one texting from camp number 570-837-9773.

A) By signing this document you accept and agree that the Campground and Owner may send you text messages.

Text messages will / may be sent that may announce:

These are only examples but not limited to just these:

- 1) Electric Bills are ready to pick up and pay.
- 2) Upcoming events / activities
- 3) Missing children / pets
- 4) New or temporary rules
- 5) Cancelled events or activities
- 6) Important campground announcements.
- 7) Campsite availability.
- 8) Upcoming camp contests / winners
- 9) Announce Camper (Human) events ; Births, Deaths, other
- 10) Campsite maintenance ; Lawn Mowing, Weed Control, Trash issue

B) By signing this document you agree and understand that you may OPT out of receiving Text messages. To opt out of receiving Text messages you "MUST" do one of the following... Send a reply TEXT with the word "STOP" or submit a written letter to campground office, requesting to be removed from all Text message services.

C) Group texts will be coming from number 77222 DO NOT REPLY to this number

D) All Replies and personal text messages shall be sent to campground phone number 570-837-9773

43) VIOLATION OF ANY OF THESE RULES CAN/MAY RESULT IN IMMEDIATE EVICTION FROM THE CAMPGROUND. NO REFUND!!!

Please Cut Here and Hang / Display this in your RV in the event you need in Emergency.

Please Post / Hang in your Camper

EMERGENCY Information

STATE POLICE.....Selinsgrove... **(570) 374-8145**

FIRE Dept.Beavertown...Dial **911**

AMBULANCE / PARAMEDICS.....Beavertown...Dial **911**

My Site Number is: _____

My Locations is: Shady Brook Campground & Boat Rental, LLC
275 Campground Lane
Beavertown, PA 17813

Cross Road: Quarry Road

Snyder County / Beaver Township

Campground Office Phone Number: (570) 837-9773