

SEASONAL CAMPGROUND LODGING AGREEMENT FOR THE 2025/2026 SEASON

1. The CONTRACT.

- A. This agreement is called the CONTRACT. All words which are typed in CAPITAL LETTERS are defined in the CONTRACT.
- B. Upon the payment of FEES and execution of this CONTRACT by both parties, the persons named herein as the CAMPERS are granted the privilege of LODGING for a SEASON at the CAMPGROUND on a CAMPSITE, until and unless the CAMPER is subject to REMOVAL.
- C. The CONTRACT incorporates the CAMPGROUND RULES, policies and any other documents issued by the CAMPGROUND to the CAMPER at any time during the term of the CONTRACT.
- D. The CAMPGROUND may elect to allow persons who are not CAMPERS to LODGE on a day-to-day basis as GUESTS under the conditions of this CONTRACT.
- E. The CAMPERS acknowledge the INHERENT RISKS of camping at the CAMPGROUND and agree that the liability of the CAMPGROUND is limited as stated in this CONTRACT.
- F. Upon expiration of the CONTRACT or REMOVAL of the CAMPER, the CAMPING UNIT shall be removed as stated in this CONTRACT or may be removed by the CAMPGROUND at the expense of the CAMPER.
- G. This CONTRACT may not be assigned to others. The CAMPER may not list the CAMPING UNIT or CAMPSITE on a sharing site such as RVshare, Outdoorsy, AirBnB, VRBO, or any other service or advertising forum. Listing a CAMPSITE or CAMPING UNIT on a sharing site, constitutes a voluntary termination of this CONTRACT.
- H. The term of this CONTRACT is the SEASON.
- I. Any disputes concerning this CONTRACT are subject to ARBITRATION.

2. The CAMPGROUND.

As used in this CONTRACT, the term CAMPGROUND shall mean property leased by *Pine Pointe Resort & Campground, LLC*, located at W4249 Pine Pointe, Tomahawk, WI 54487. **The CAMPGROUND is a Limited Liability Company.**

3. The LODGING FEES.

- A. **2025/2026 - CAMPGROUND Lodging Fees**
 1. Tier 1 Fees - \$3,100 + Tax (\$170.50) = \$3,270.50
(Lake Alice Sites)
 2. Tier 2 Fees - \$2,600.00 + Tax (\$143.00) = \$2,743.00
(East Campground on Unnamed Lake, Extra Large Sites, Lake Alice No Barrier View)
 3. Tier 3 Fees - \$2,400.00 + Tax (\$132.00) = \$2,532.00
 4. Tier 4 Fees - \$4,500.00 + Tax (\$247.50) = \$4,747.50
(Point Site)
- B. SCHEDULE of Fees
 1. **A non-refundable \$500.00 deposit to secure the CAMPSITE is due by October 15, 2025, which will be applied to the Seasonal Lodging Fees, unless your CAMPING UNIT is for sale as of September 7, 2025, then ALL FEES ARE DUE IN FULL by October 15, 2025.**
 2. **All electric usage, property taxes and boat slip fees (as billed on the invoice) are due October 15, 2025, unless your CAMPING UNIT is for sale as of September 7, 2025, then ALL FEES ARE DUE IN FULL by October 15, 2025.**
 3. **Balance of Seasonal Lodging Fees are to be paid on, or before, March 1, 2026, unless your CAMPING UNIT is for sale as of September 7, 2025, then ALL FEES ARE DUE IN FULL by October 15, 2025.**

4. CAMPSITE fees must be paid in full before any transfer of the CAMPSITE can be made.
 5. If payments for the Seasonal Lodging Fees are late, CAMPERS may be moved to a higher Seasonal Lodging Fee.
 6. **If your CAMPING UNIT is for sale at the time of this CONTRACT (September 7, 2025) ALL FEES (Seasonal Lodging Fee, electric, property taxes and boat slip fees) ARE DUE IN FULL by October 15, 2025, if you wish to continue selling your CAMPING UNIT on the Private Property of the CAMPGROUND. If you do not remit payment IN FULL by October 15, 2025, all belongings, including the CAMPING UNIT, must be removed from the CAMPSITE by October 15, 2025.**
- C. In addition to any and all remedies available to the CAMPGROUD under this CONTRACT and/or pursuant to the applicable law, the CAMPGROUND shall have the right to take the following actions and collect or recover damages as follows:
1. Assess the CAMPER a late fee of \$50.00 on the 5th day from the Due Date if any portion of the Seasonal Lodging Fee(s) remain unpaid (“Late Fee”); and
 2. On the 10th day from the Due Date, if any portion of the Seasonal Lodging Fee(s) remains unpaid, this CONTRACT will automatically terminate, and the CAMPER shall forfeit the \$500.00 deposit.
 3. Collect from CAMPER any and all costs and/or fees incurred by the CAMPGROUND associated with collecting any or all costs, Additional Late Fees and Termination Fee due under this Agreement; and
 4. Collect from CAMPER any and all attorney’s fees incurred by the CAMPGROUND associated with collecting any or all of the Late Fees, Additional Late Fee and Termination Fee due under this CONTRACT.

4. UTILITIES

- A. Electricity.
1. All CAMPSITES (with the exception of those on Lake Alice) will be individually metered. CAMPERS agree to reimburse the CAMPGROUND for any and all electricity used, including the amenity fee.
 2. Those CAMPSITES that are not metered agree to pay the CAMPGROUND a flat fee (as determined by the CAMPGROUND) to reimburse the CAMPGROUND for electricity used, including the amenity fee.
 3. If the CAMPERS utility bill is delinquent the CAMPGROUND may disconnect the utilities to the CAMPSITE. CAMPER shall pay a reconnect charge of \$75.00.
 4. The CAMPGROUND assumes no responsibility for spoilage of any perishable items, or damage to any equipment which may result from interruption of electrical services.
 5. The CAMPGROUND assumes no responsibility for any electrical malfunctions or fires as a result of electrical services.
 6. Extra, stand-alone freezers, washers, dryers or water softening equipment is prohibited. A second refrigerator is permitted if stored in a shed or outdoor kitchen.
- C. Property Taxes. CAMPERS shall pay all property taxes for any improvements to the CAMPSITE. Any government permits, such as a building permit, fees and compliance with all requirements shall be the responsibility of the CAMPER.
1. Building permits are required **prior** to making any improvements to the CAMPSITE, such as when constructing a deck or roof over CAMPER (cannot be enclosed) or when placing a shed.
- D. Sewage. Wisconsin State Law prohibits the dumping of sewage tanks or grey water tanks anywhere on the grounds except at the designated dump station.
1. All CAMPSITES must have state approved RV transfer tanks.
 2. Transfer tanks must be connected to the CAMPING UNIT with rigid connections only. No flexible connections may be used in the CAMPGROUND.
 3. CAMPERS may purchase transfer tanks from the CAMPGROUND.
 4. Honey wagons are NOT allowed in the CAMPGROUND, no exceptions.

5. The CAMPERS.

- A. The person(s) named on the CAMPER Information and Signature Page (at the end of this CONTRACT), and no one else, is/are the CAMPER(S).
- B. Animals. Each CAMPSITE is allowed up to 2 household pets (dogs or cats) with them, provided the pet is not brought in for commercial gain. Pet rules must be followed at all times while in the CAMPGROUND and at the Bar and Grill. If you are reprimanded in excess of three times for disobeying pet rules the pet will be permanently banned from the CAMPGROUND.
 1. Any unauthorized animal or animal causing damage or injury will be removed immediately.
 2. Pets must be kept on a leash and controlled at all times. Pets are not allowed in any buildings, nor are they allowed on the beach or in any swimming areas. Pets can swim at the boat landing adjacent to the campground.
 3. CAMPERS must pick up, and properly dispose of, pet waste. This includes the CAMPERS CAMPSITE.
 4. Excessive barking will not be tolerated.
 5. Animals shall be kept inside the CAMPING UNIT or on a leash. There are NO EXCEPTIONS to this RULE.
 6. If your pet bites someone, you must immediately notify the CAMPGROUND owner. It is necessary to report all dog bites to the local authorities. It is a good idea to keep a copy of your pet's rabies vaccine in your CAMPER, in the event your dog bites someone.
 7. GUESTS of CAMPERS must also adhere to the pet rules.
 8. Service animals which work to provide a disabled person with specific assistance are welcome.
 9. Please list your Pet(s) on the CAMPER Information and Signature Page (at the end of this CONTRACT).

6. LODGING.

- A. The CAMPERS' privilege of occupancy is known as LODGING. The CAMPGROUND is a place of transient recreational lodging. It is not a residence or leasehold of any kind. This CONTRACT provides the CAMPERS with the right to be physically present on the CAMPGROUND for the specific purposes authorized in the CONTRACT. The privilege is a license to be present on the CAMPGROUND at the pleasure of the CAMPGROUND. This is not a lease of real estate and does not convey any property rights to the CAMPERS.
- B. No CAMPERS may occupy the CAMPSITE for more than 8 continuous months in any 12-month period, per Wisconsin State Statutes.
- C. All CAMPERS agree to enjoy their LODGING in an orderly, respectful, peaceful, civil manner which is respectful of the interests of other CAMPERS and GUESTS, and which complies with the RULES of the CAMPGROUND.
- D. All CAMPERS and GUESTS acknowledge the CAMPGROUND may demand and cause REMOVAL of any CAMPER or GUEST at any time without notice at the sole judgment of the CAMPGROUND.
- E. LODGING includes the CAMPERS' use of the CAMPSITE, placement of the CAMPING UNIT and use of AMENITIES according to the terms of this CONTRACT.
- F. CAMPERS are aware that:
 1. This CONTRACT is not a lease.
 2. CAMPERS or GUESTS are not tenants.
 3. The CAMPGROUND is not a landlord.
 4. CAMPERS or GUESTS are required to agree to REMOVAL from the CAMPGROUND without any judicial process such as eviction if the CAMPGROUND requires removal under this CONTRACT.
 5. CAMPERS or GUESTS have no right to renewal of this CONTRACT nor the right to occupy the CAMPSITE except at the pleasure of the CAMPGROUND.

7. The SEASON. – October 15, 2025 to October 15, 2026

- A. The CAMPGROUND has the following schedule for CAMPERS.
1. The CAMPGROUND is OPEN throughout the year. Roads, however, may be inaccessible due to snow accumulation. The CAMPGROUND will make every effort to keep the roads open during winter, but there is no guarantee you will be able to drive to your CAMPER. Should snow occur during the months of November and December, the roads will not be plowed, so travel to your CAMPER is at your own risk.
 2. October 15, 2025 – **DEADLINE FOR RENEWAL FOR 2025/2026 SEASON**
 3. October 15, 2025 – **DEADLINE FOR REMOVAL OF CAMPER IF NOT RENEWING FOR 2025/2026 SEASON**
- B. OPEN means the CAMPGROUND will be available for CAMPERS to enjoy the CAMPGROUND'S LODGING.
- C. DEADLINE FOR RENEWAL means that by October 15, 2025, CAMPERS must sign and deliver the 2025/2026 Seasonal Lodging Agreement Camper Information and Signature Page to the CAMPGROUND and pay FEES that are due. The CAMPGROUND may make the CAMPSITE available to other CAMPERS if the 2025/2026 Agreement and fees are not received by this date.
- D. DEADLINE FOR REMOVAL: October 15, 2025. If CAMPERS are not renewed for 2025/2026, all CAMPING UNITS must be relocated by the end of this period and the CAMPSITE must be completely cleared of personal property.
- E. **If not renewing for the 2025/2026 season (this CONTRACT), YOU MUST HAVE YOUR CAMPING UNIT AND ALL PERSONAL BELONGINGS ON THE SITE REMOVED BY OCTOBER 15, 2025, OR SOONER, NO EXCEPTIONS. NO CAMPING UNITS MAY BE LEFT ON THE CAMPSITE IF NOT RENEWED AND DEPOSIT RECEIVED BY OCTOBER 15, 2025.**

8. The CAMPSITE.

- A. "CAMPSITE", as used herein, specifically refers to the Site Number referenced on the "Camper Information and Signature Page". The CAMPERS shall have exclusive LODGING on the CAMPSITE for the purposes allowed by this CONTRACT.
- B. CAMPERS have had the opportunity to inspect the CAMPSITE and accept its condition, "AS-IS", "WHERE-IS" with all faults.
- C. The CAMPSITE includes:
1. An electrical connection which provides domestic electricity not to exceed 30 Amps.
 2. A water supply line which is connected to a private water well.
 3. A parking area which may be used for vehicles of the CAMPERS or GUESTS.
 4. Space on which the CAMPERS may place **one (1) storage shed, which must be constructed of vinyl or resin in muted/earth tone colors and may not be larger than 100 square feet. It must be 10 feet, or more, away from neighboring structures/campers. Metal sheds are prohibited. NOTE: Current CAMPERS will not be asked to remove any storage sheds currently on the CAMPSITE, unless in a state of disrepair. When replacing a storage shed, it must meet the criteria as stated above. New CAMPERS must meet the criteria as stated above.**
 5. Space on which the CAMPERS may place a porch or patio whose design and construction is approved, in writing, by the CAMPGROUND **before it is constructed.** Only then, may CAMPER, at its own expense, construct a deck upon the CAMPSITE. The requirements applicable to any deck so constructed are pursuant to CAMPGROUND'S specifications. The deck cannot exceed 300 square feet. CAMPER is responsible for all building permit fees. All personal property tax that is assessed by Lincoln County for decks will be passed along to CAMPER.
 6. The right to place a table and reasonable number of chairs and umbrella on the CAMPSITE.
 7. A location which shall be specified by the CAMPGROUND on which the CAMPERS may place a CAMPING UNIT. Lot lines are determined by the CAMPGROUND.

- D. Under no circumstances will tarps (flammable or not) be allowed over firepits, **no exceptions**. The CAMPGROUND has every intention of enforcing this.
- E. CAMPERS may have one (1) 200 square foot vinyl/plastic shade barrier. The barrier MUST be at least 8 feet from the fire pit/open flames and may not be attached to any trees.
- F. No other objects of any kind may be placed on the CAMPSITE without permission in advance from the CAMPGROUND.
- G. The CAMPGROUND retains the right to direct the CAMPERS to remove any article of personal property of any kind whatsoever if the CAMPGROUND in the sole discretion of the CAMPGROUND determines that the personal property is inconsistent with the best interests of the CAMPGROUND. The CAMPGROUND is not responsible for the damages or loss which may be sustained by a CAMPER by reason of having to remove any item of personal property.
- H. CAMPERS shall keep the CAMPSITE free of litter or debris and shall maintain all personal property on the CAMPSITE.
- I. If a CAMPERS personal property needs to be moved for the purpose of CAMPGROUND property maintenance, the cost of moving and replacing that property will be the responsibility of the CAMPER.
- J. CAMPERS may not perform any repairs, construction, landscaping, maintenance or other work on their CAMPSITE without prior written approval of the CAMPGROUND. Work which requires a Wisconsin contractors' license must be performed by a qualified trades person with a license.
- K. CAMPERS may not add any more impervious surface to the CAMPSITE. CAMPERS may be asked to remove already installed impervious surface on a case by case basis.
- L. **No cutting or trimming of any tress without permission of the CAMPGROUND.** Absolutely no nails, screws, lag bolts, cabling, etc., may be placed in any tree.
- M. Each CAMPER is responsible for the maintenance of his or her CAMPSITE.
- N. Any landscaping or other improvements to the CAMPSITE made by CAMPERS shall remain at the CAMPSITE after the CAMPERS' REMOVAL and are the property of the CAMPGROUND.
- O. In the event the CAMPER fails to keep the site properly maintained (mow, weed eat, trash removal) the CAMPGROUND may give the CAMPER notice of the deficiency (mail, email, phone) and 10 days to fulfill CAMPER'S obligations. If such maintenance is not performed within such time, then the CAMPGROUND may, but shall have no obligation to, perform such maintenance at a rate of \$55.00 per man hour which the CAMPER will be responsible for.

9. The CAMPING UNIT.

- A. A "CAMPING UNIT" is defined as a RVIA Approved Recreational Vehicle.
 - 1. It is strictly prohibited that any Camping Unit 10 years or older be brought into the CAMPGROUND and situated upon the CAMPSITE without the CAMPGROUNDS approval.
- B. The CAMPERS may place on the CAMPSITE a **single** trailer, motorhome, pop-up trailer or other recreational vehicle which has been approved by the CAMPGROUND and which is specified in this CONTRACT. That trailer, motorhome, pop-up trailer or other recreational vehicle is known in this CONTRACT as the CAMPING UNIT.
- C. If replacing a current CAMPING UNIT, only trailers, motorhomes pop-up trailers, park model RVs or other recreational vehicles which are less than 10 years old and have been certified by the Recreational Vehicle Industry of America may be placed on a CAMPSITE. No CAMPER will be asked to remove their current CAMPING UNIT. All CAMPING UNITS currently in the CAMPGROUND will be allowed to stay. When purchasing a new CAMPING UNIT for the CAMPSITE it must meet the criteria as stated above.
- D. The CAMPERS may place the CAMPING UNIT on the CAMPSITE as listed on the CAMPER Information and Signature Page (at the end of this CONTRACT).

- E. Each CAMPING UNIT shall be insured. The CAMPER represents and warrants that the Declaration or Certificate of Insurance attached to this CONTRACT is currently in full force and shall continue in force throughout the term of this CONTRACT. CAMPER shall ensure they are protected for bodily injury and maintain liability insurance and property damages sufficient to protect their interests and surrounding CAMPING UNITS in the amount of \$300,000.00 (the "Policy"). Renter shall evidence the Policy to the CAMPGROUND Owner each Season prior to the use, occupancy, and possession of the CAMPSITE. Evidence of CAMPERS' Policy may be in the form of a certificate of insurance or a copy of Renter's declaration page. If CAMPER fails to comply with the requirements of this section, CAMPGROUND may terminate the CONTRACT.
- F. No additional CAMPING UNITS will be permitted to be **stored** on the CAMPSITE. There is no exception.
- G. The CAMPGROUND will also allow one (1) tent to be erected on the CAMPSITE for GUESTS at no additional charge. Additional CAMPING tents will be limited to 14 days out of the calendar year. If the tent is not occupied, it must come down. It cannot stay up on a permanent basis.

10.SALE/TRANSFER OF THE CAMPING UNIT.

- A. Any CAMPING UNIT which becomes 15 years old, or older, during the term of this CONTRACT may not be sold while situated on the CAMPSITE, but must be removed from the CAMPSITE and the CAMPGROUND at the end of the term of this CONTRACT unless CAMPER has written consent from CAMPGROUND.
- B. Should a CAMPER wish to sell a CAMPING UNIT (14 years old or newer), with the intent for the CAMPING UNIT to remain on the private property of the CAMPGROUND, the CAMPER shall notify the CAMPGROUND, in writing. Before signing any purchase agreement, the CAMPER shall obtain approval of the proposed purchaser from the CAMPGROUND. The CAMPGROUND reserves the right to refuse to approve the proposed purchaser of a CAMPING UNIT. If a CAMPER sells a CAMPING UNIT without obtaining approval of the buyer, this CONTRACT is terminated, and the CAMPING UNIT is subject to REMOVAL. If the CAMPGROUND approves the buyer, the buyer shall execute a CONTRACT in their own name prior to LODGING at the CAMPGROUND.
- C. Any sale or early removal of CAMPING UNIT from the Site, without prior consent of the CAMPGROUND will immediately VOID this CONTRACT, no refund or proration of the Lodging Fee will be made, and CAMPER shall have no further rights or interests with regard to the CAMPSITE after the date of such unauthorized removal. CAMPER and CAMPGROUND agree and acknowledge that the CAMPGROUND may immediately attempt to fill the Site following the voiding of this CONTRACT.
- D. If your CAMPER is for sale at the time of this CONTRACT (September 7, 2025) ALL FEES (Seasonal Lodging Fee, electric fee and property taxes) ARE DUE IN FULL by October 15, 2025, if you wish to continue selling your CAMPING UNIT on the Private Property of the CAMPGROUND. If you do not remit payment IN FULL by October 15, 2025, all belongings, including the CAMPING UNIT, must be removed from the CAMPSITE by October 15, 2025.
- E. Transfers of any CAMPING UNITS to family members will fall under the same rule as a sale. You may not transfer CAMPING UNITS with the intent of circumventing the 15-year age requirement. Those CAMPING UNITS, must be removed.

11.GUESTS.

- A. The CAMPER is responsible for the conduct of their day/overnight guests and shall be personally liable for any injuries or property damage arising from the actions of such guests. CAMPER hereby agrees to indemnify and hold harmless the CAMPGROUND, its owners, employees and agents against and from any and all claims arising out of or from any accidents or other occurrences on or about the CAMPGROUND and related premises causing injury to any person or person's property, whomsoever or and whatsoever and due directly or indirectly to negligent use of the CAMPSITE, CAMPGROUND and/or any part thereof or the negligence of CAMPER and/or CAMPER'S family, agents, guests or invitees.

- B. The CAMPGROUND may permit persons other than the CAMPERS to lodge on the CAMPSITE as authorized GUESTS. The CAMPGROUND has the right to refuse to allow any person admission to the CAMPGROUND as a GUEST.
- C. GUESTS are subject to the CAMPGROUND RULES and the following additional restrictions and limitations:
 - 1. CAMPERS are responsible for the conduct of their GUESTS.
 - 2. GUESTS are responsible for their own conduct, behavior and deportment, and shall abide by all provisions of this CONTRACT which apply to CAMPERS.
 - 3. No GUESTS are permitted at a CAMPSITE unless there is an adult present at the CAMPSITE.

12. VEHICLES/WATERCRAFT/TRAILERS.

- A. All vehicles must be in a good state of repair, with no leaks such as oil, or anti-freeze, or any other substance that could contaminate the CAMPGROUND or surrounding waterways. It is at the sole discretion of the CAMPGROUND to have a vehicle removed, immediately, if it does not meet these requirements.
- B. The following are VEHICLES and are permitted to be operated in the CAMPGROUND by CAMPERS or GUESTS:
 - 1. Automobiles, pickup trucks and vans with a curb weight of less than 9,000 pounds.
 - 2. Motorcycles legal for street use.
 - 3. ATV's and UTV's.
 - a. All ATV'S and UTV'S must be insured prior to operation in the CAMPGROUND. The CAMPER must provide proof of insurance to the CAMPGROUND.
 - b. No ATV or UTV may be operated after dusk unless properly equipped with headlights.
 - c. Use of ATV's and UTV's in the CAMPGROUND is strictly limited to/from your site to/from a route or trail. CAMPERS may not drive an ATV or UTV in the CAMPGROUND for transportation purposes.
 - d. Only licensed drivers may operate an ATV or UTV in the CAMPGROUND.
 - e. During quiet hours, ATV or UTV usage is limited to your CAMPSITE and to or from a trail or route.
- C. The following are not vehicles and are not street legal but may be used in the CAMPGROUND subject to the RULES.
 - 1. Golf carts.
 - a. The CAMPERS CAMPSITE number must be prominently displayed on the golf cart.
 - b. Prior to operating a golf cart on CAMPGROUND property CAMPER must provide proof of liability insurance to the CAMPGROUND.
 - c. Golf Carts may not be operated after dusk unless equipped with adequate lights.
 - d. All golf cart riders must be seated at all times and no more passengers than there are seats.
 - e. Only licensed drivers may operate the golf cart in the CAMPGROUND.
 - f. During quiet hours, golf cart usage is limited to destination driving only.
- D. No person may operate a VEHICLE unless that person has a valid driver's license issued by Wisconsin, or, by a State or licensing authority recognized by Wisconsin, and has liability insurance in force covering the vehicle being operated.
- E. The speed limit for all VEHICLES in the CAMPGROUND is 5 MPH, no exceptions.
- F. CAMPERS should make every effort to store as little personal property on the CAMPSITE during the camping season (May 1 to October 15) as possible, but must not exceed no more than one (1) boat, one (1) trailer and any ATV's/UTV's the CAMPERS may be using.
- G. There shall be NO STORAGE of vehicles (trucks/cars) on the premises, at any time.

13. RULES.

A. The CAMPERS acknowledge that each CAMPER has been given a copy of the RULES of the CAMPGROUND. The CAMPERS agree they will follow the RULES and the directions of CAMPGROUND staff. All these expectations are known in this CONTRACT as the RULES.

1. General Rules

- a. Fireworks are not permitted.
- b. Quiet hours are from 11:00 P.M. to 8:00 A.M.
- c. The undersigned (CAMPERS and GUESTS) acknowledge the fact that there will be no lifeguards on duty at the CAMPGROUND or the adjacent property of the Bar & Grill.
- d. When vacating the CAMPSITE for the off-season, or permanently, the site must be left clean and free of debris/nails/wood/garbage.
- e. The CAMPERS and GUESTS, while swimming or boating, do so at their own risk. The CAMPERS and GUESTS hereby release the CAMPGROUND from any and all liability for any accident that occurs.
- f. The CAMPGROUND assumes NO responsibility for any damages or theft to CAMPING UNITS, boats, recreational vehicles or any other equipment or personal property while stored or parked at the CAMPGROUND.
- g. No open fires are permitted in the CAMPGROUND except in fire pits. The CAMPER and GUESTS are responsible for ensuring that any fire is under control and that fires are fully extinguished before retiring for the evening.
- h. In the case of a drought, the CAMPGROUND will follow the actions of the municipality and enforce a fire ban.
- i. The CAMPGROUND assumes the right, at any time, to enter a CAMPSITE to maintain, install, or repair utilities and to enforce any of its rights or CAMPGROUND RULES. This may be a visit by the owner, an employee or the owners' designee, with or without, outside security.
- j. CAMPERS agree they will not assume something is permitted just because it is not in the CONTRACT, but will check with the CAMPGROUND first.
- k. The CAMPGROUND reserves the sole right of interpretation of the RULES or to add or change any RULES at any time to ensure the safety and well-being of CAMPERS and GUESTS.
- l. The waste disposal at the CAMPGROUND is an amenity. CAMPERS may dispose of waste generated at the CAMPSITE ONLY. There shall be NO disposal of household goods, from your home residence, in the CAMPGROUND dumpsters which are located at the Bar & Grill. All CAMPERS and their GUESTS accept the video surveillance occurring at the dumpsters by virtue of utilizing this amenity and by signing this CONTRACT.
- m. The CAMPGROUND will not accept the following refuse: tires, refrigerators, freezers, televisions, computer screens, metal of any kind, lawn furniture, siding (plastic, vinyl, metal), hazardous materials or any construction debris whether generated at your campsite, or not. This is not an all-inclusive list. The dumpsters are intended for refuse generated by day-to-day activities as you may have in your home kitchen while being at the CAMPGROUND. The CAMPGROUND reserves the right to bill any CAMPER or GUEST for clean-up and removal of objects that do not belong in the dumpster.
- n. The CAMPGROUND will not have any recycling dumpsters.
- o. The speed limit is 5 MPH throughout the CAMPGROUND. Please observe it.
- p. No one under the legal driving age may operate any kind of vehicle in the CAMPGROUND.
- q. Playground equipment is off limits after dark.
- r. Bicycles are allowed from ½ hour after sunrise and ½ hour after sunset.

- s. Children should be under parental supervision at all times.
 - t. Trespassing on neighboring land off the perimeter of the CAMPGROUND is not permitted.
 - u. Nudity is not allowed in the CAMPGROUND.
 - v. CAMPSITES may not be used for commercial gain.
 - w. Any damage or vandalism to any CAMPGROUND property will result in a \$550.00 fee over and above the costs for replacement and/or repair to the property.
- B. CAMPERS agree that all persons should have the opportunity to LODGE at the CAMPGROUND regardless of their race, national origin, color, creed, religion, sexual orientation or marital status. Discriminatory actions, harassment based on a person's status and sexual harassment are not tolerated by CAMPGROUND. Individuals engaging in discriminatory or harassing behavior will be subject to immediate REMOVAL.
 - C. The CAMPERS agree to conform to and follow the RULES. In addition, the CAMPERS agree to use reasonable judgment, cooperative spirit and positive attitudes to interact pleasantly and quietly with other CAMPERS, GUESTS and the CAMPGROUND staff.
 - D. The CAMPERS wish to enjoy a peaceful, pleasant recreational experience, which depends on every CAMPER and GUEST following the RULES. In order to assure that the CAMPGROUND can maintain peace and order, each CAMPER agrees the CAMPGROUND has the right to direct any CAMPER to leave the CAMPGROUND, temporarily or permanently, for any lawful reason at the sole discretion of the CAMPGROUND.
 - E. The CAMPERS agree to abide by changes in the RULES or new RULES as they are added or amended.

14. AMENITIES.

- A. The CAMPGROUND offers certain common areas for the enjoyment of CAMPERS and GUESTS. These common areas and services are known as AMENITIES.
- B. CAMPER acknowledges that the CAMPGROUND may, in its discretion, make changes to the AMENITIES, the hours in which the AMENITIES operate, open or close AMENITIES.
- C. The AMENITIES include:
 - 1. Shower House.
 - 2. Picnic areas.
 - 3. Laundry.
 - 4. Playground (Bar & Grill).
 - 5. Waste disposal.
 - 6. Beaches – One within the CAMPGROUND and one at the Bar & Grill.

15. EXPIRATION. TERMINATION. REMOVAL.

REMOVAL OF CAMPER OR GUEST

- A. **Expiration** means the date this CONTRACT ends, which is "The Season" from October 15, 2025, to October 15, 2026.
- B. **Non-Renewal** means the CAMPGROUND will not be renewing the CONTRACT for the following Season.
- C. **Termination** means the CAMPGROUND is no longer honoring this CONTRACT and the CAMPER must depart premises as outlined below.

REMOVAL OF CAMPER OR GUEST

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

REMOVAL OF CAMPING UNITS AND PERSONAL PROPERTY

- F. In the event the CAMPER elects to let this CONTRACT expire, the CAMPER will have the CAMPING UNIT and all personal belongings removed by the expiration date (October 15, 2025). The CAMPER must notify the CAMPGROUND, in writing, within 30 days of the expiration date (September 15, 2025) that the CAMPSITE will be available for the next camping season.
- G. If the CAMPGROUND is not renewing the CONTRACT for the following CAMPING season the CAMPGROUND will notify the CAMPER within 30 days of the expiration date of this CONTRACT and the CAMPER will be expected to remove the CAMPING UNIT and all personal belongings by October 15, 2025.
- H. The CAMPGROUND may determine, for any reason, and at the sole discretion of the CAMPGROUND, that it is necessary for the CAMPER to leave the premises of the CAMPGROUND and terminate this CONTRACT. In such an event, the CAMPER will be directed to leave the CAMPGROUND and will be given one (1) day to cease to occupy the CAMPING UNIT and the CAMPGROUND and five (5) days to remove the CAMPING UNIT from the CAMPGROUND. In the event of a disturbance of the peace or order of the CAMPGROUND, the CAMPGROUND reserves the right to require the CAMPER to leave immediately. If the CONTRACT is terminated early, CAMPER has no right to a refund.
- I. If a CAMPER fails to remove a CAMPING UNIT as required by this CONTRACT, the CAMPER acknowledges that the CAMPGROUND has the right to remove the CAMPING UNIT. The CAMPGROUND will attempt, before removing the CAMPING UNIT, to notify the CAMPER and provide the CAMPER with five (5) days to remove the CAMPING UNIT. If the CAMPGROUND removes the CAMPING UNIT, the CAMPER acknowledges that the CAMPGROUND is not responsible for damage to the CAMPING UNIT caused by its removal from the CAMPSITE. The CAMPER shall pay the CAMPGROUND'S expenses to remove the CAMPING UNIT.
- J. In the event that the CAMPER fails to remove the CAMPING UNIT or other personal property by the termination or expiration date, the CAMPGROUND shall give the CAMPER notice that the CAMPGROUND will dispose of the CAMPING UNIT in a commercially reasonable manner at the discretion of the CAMPGROUND. The CAMPGROUND'S disposition of the CAMPING UNIT shall be final. CAMPER shall have no recourse against CAMPGROUND or right to receive the proceeds from any sale of the CAMPING UNIT.
- K. If a CAMPING UNIT is not timely removed, or a CAMPSITE is not completely cleared of personal property, the CAMPGROUND may charge the CAMPERS fifty dollars (\$50) per day for storage. In addition, CAMPERS shall be liable for all expenses incurred by CAMPGROUND in relocating the CAMPING UNIT and clearing the CAMPSITE.
- L. CAMPER agrees that the presence of a CAMPER or a GUEST on the CAMPGROUND premises after the CAMPGROUND has given the CAMPER or GUEST notice of REMOVAL shall constitute irreparable harm to the CAMPGROUND for which money damages are inadequate.
- M. There will be NO REFUNDS to CAMPERS or GUESTS who are subject to REMOVAL, or who leave the CAMPGROUND before the end of the SEASON.
- N. The CAMPGROUND shall have a lien against the CAMPING UNIT which shall permit the CAMPGROUND to refuse to release the CAMPING UNIT until all fees or monies owed to the CAMPGROUND have been paid.

16. FEES.

- A. CAMPERS shall pay the following charges and fees:
 - 1. Seasonal Lodging Fees.
 - 2. Electricity.
 - 3. Property Taxes.
 - 4. Boat Slip Fees (if applicable).
 - 5. Other charges.
- B. CAMPERS shall be responsible for paying any charges, fees or taxes which are assessed against the CAMPSITE, the CAMPING UNIT or the CAMPGROUND by reason of any

- C. action or omission of the CAMPERS. If CAMPERS' actions or omissions result in commencement of enforcement action against the CAMPGROUND, then CAMPERS shall be responsible for the attorneys' fees and expenses incurred by the CAMPGROUND.
- D. Unpaid charges and fees shall be a lien against the CAMPING UNIT. In the event of non-payment, the CAMPGROUND shall have a lien for unpaid charges and costs and shall have the right to detain the CAMPING UNIT until the charges and fees are paid, or, to place the CAMPING UNIT for sale. All unpaid charges, fees and expenses of sale shall be paid out of the sale proceeds.
- E. If an unpaid balance remains unpaid for more than 30 days, the balance shall bear interest at the rate of 4% per month or partial month.
- F. There will be a \$40.00 fee for any NSF/returned check.
- G. There will be a 4% fee assessed for using a credit or debit card.
- H. CAMPERS shall pay all CAMPGROUND attorneys' fees which CAMPGROUND incurs in any lawsuit or arbitration to enforce this CONTRACT or in defense of the CAMPGROUND by reason of any action or omission of the CAMPERS.

17. INHERENT RISKS AND LIABILITY.

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

18. GENERAL PROVISIONS

- A. This CONTRACT is the only agreement between the CAMPGROUND and the CAMPERS. All discussions and representations are integrated into this CONTRACT.
- B. If CAMPGROUND or CAMPER are required to give notice to the other party, notice will be deemed to have been given:
 - 1. To the CAMPGROUND, if a written notice was given to a CAMPGROUND employee at the CAMPGROUND office during business hours, or, by United States Mail.
 - 2. To the CAMPER if a written notice was given to an adult CAMPER, or, posted on the door of the CAMPING UNIT, or, by United States Mail.
- C. Written notice is not required for any directive given in an emergency; to preserve the peace or quiet in the CAMPGROUND, or to enforce a provision of this CONTRACT or the RULES.
- D. This CONTRACT may be amended only in a written amendment signed by the CAMPGROUND and the CAMPER.
- E. All claims and disputes arising under this CONTRACT shall be resolved according to the laws of the State of Wisconsin.

19. INDEMNIFICATION.

- A. CAMPER shall indemnify CAMPGROUND, (including its owners, agents, employees and representatives) and shall hold CAMPGROUND, (including its owners, agents, employees and representatives), harmless from and against any and all claims, actions, damages, liabilities and expenses, including attorneys' fees, in connection with any occupant, invitee or guest in, upon or at the CAMPSITE arising out of or caused by the occupancy or use of the CAMPSITE or any part thereof when the same is occasioned, wholly or in part, by an act

- B. or omission of CAMPER, its occupant, invitee or guest including, without limitation, any accident, injury, or damage to any person or property, or by reason of CAMPER'S breach or default in the performance of CAMPER'S obligations under this CONTRACT. If the CAMPGROUND shall, without fault on its part, be made a party to any litigation commenced by or against CAMPER, the CAMPER shall protect and hold the CAMPGROUND harmless and pay all costs, expenses and attorneys' fees incurred or paid by CAMPGROUND in connection with such litigation. CAMPER'S indemnification of CAMPGROUND under this section shall survive the expiration or termination of this CONTRACT.
- C. Furthermore, CAMPER hereby states and acknowledges CAMPER has read and is familiar with Wis. Stat. 895.525 (3) & (4). CAMPER hereby acknowledges that CAMPER'S use of the CAMPSITE and CAMPGROUND and related premises constitutes a "Recreational activity", as defined by Wis. Stat. 895.535(2)(b), and hereby expressly agrees and acknowledges the applicability of Wis. Stat. 895.525 (3) & (4) to CAMPER'S relationship with CAMPGROUND.

20. FAILURE OF CAMPGROUND TO ACT.

The failure of CAMPGROUND to insist upon compliance with the terms of this CONTRACT shall not constitute a waiver of any violation. No waiver by CAMPGROUND of any provision of this CONTRACT shall be deemed a waiver of any other provision hereof or of any subsequent breach by CAMPER of the same or any other provision.

21. DEFAULTS.

The occurrence of any one or more of the following events shall constitute a default and breach of this CONTRACT by CAMPER:

- A. The failure of CAMPER to make any payment of Seasonal Lodging Fee or any other payment required to be made by CAMPER under this CONTRACT, when due, and such failure shall continue for a period of Five (5) days after the due date.
- B. The failure by CAMPER to repair any waste or to observe or perform any of the terms, covenants or conditions of this CONTRACT to be observed or performed by CAMPER where such failure shall continue for a period of ten (10) days after notice (mail, email or phone) thereof from CAMPGROUND to CAMPER.
- C. This CONTRACT passes to any other person or entity by act of CAMPER, by operation of law or otherwise.
- D. Camper abandons or vacates the Campsite.
- E. Irreconcilable Differences with Management: Admission and use of a CAMPSITE is at the sole discretion of Pine Pointe Resort and Campground, LLC Management. The CAMPGROUND may determine, for any reason in its sole discretion, that it is necessary for the CAMPER to leave the premises of the CAMPGROUND prior to the scheduled end of the Period. In such an event, the CAMPGROUND will direct the CAMPER to leave the CAMPING UNIT and the CAMPGROUND. The CAMPER will be given one (1) day to cease to occupy the CAMPING UNIT and CAMPGROUND, and five (5) days to remove the CAMPING UNIT from the CAMPGROUND. In the event of a disturbance of the peace and order of the CAMPGROUND, the CAMPGROUND reserves the right to require the CAMPER to leave immediately.

22. CAMPGROUND'S REMEDIES.

- A. If any default by CAMPER shall continue uncured for the applicable period stated above, CAMPGROUND shall have all rights and remedies provided by law or equity, to which CAMPGROUND may resort cumulatively or in the alternative.
- B. Additionally, CAMPGROUND shall be entitled to recover from CAMPER, in addition to the Seasonal Lodging Fee and any other charges due under this CONTRACT or related in any way to the Seasonal Lodging Fee, all other damages sustained by CAMPGROUND on account of the breach of this CONTRACT, including, but not limited to, the costs, expenses and attorneys' fees incurred by CAMPGROUND in enforcing the terms and provisions hereof and in reentering and recovering possession of the CAMPSITE and, if applicable, for the cost of repairs, alterations and attorneys' fees connected with the refilling of the

CAMPSITE. Further, CAMPGROUND has the following remedies, in addition to all other rights and remedies provided by law or equity, to which CAMPGROUND may resort cumulatively or in the alternative:

1. Termination of Seasonal Campground Lodging Agreement: CAMPGROUND may at CAMPGROUND'S election terminate this CONTRACT at any time immediately upon giving CAMPER notice of termination. On the giving of the notice, all further obligations of CAMPGROUND under this CONTRACT shall terminate. CAMPER shall surrender and vacate the CAMPSITE and leave it in a clean and orderly condition. CAMPGROUND may reenter and take possession of the CAMPSITE and eject all parties in possession or eject some and not others or eject none and remove any and all personal property (including the CAMPING UNIT) from the CAMPSITE. Termination under this paragraph shall not relieve CAMPER from the payment of any sum then due to CAMPGROUND or from any claim for damages previously accrued or then accruing against CAMPER. Should CAMPER abandon the CAMPSITE and CAMPGROUND elects to reenter, as herein provided, or if CAMPER'S right to possession is terminated by CAMPGROUND because of a breach of the CONTRACT by CAMPER, this CONTRACT shall, at CAMPGROUND'S written election, terminate and CAMPGROUND shall be entitled to recover from the CAMPER:
 - a. Unpaid Seasonal Lodging Fee's which has been earned at the time of termination,
 - b. As liquidated damages, and not as a penalty, a sum of money equal to the total Seasonal Lodging Fee's and any additional loss of Seasonal Lodging Fee's to be paid by CAMPER to CAMPGROUND for the remainder of the term of this CONTRACT.
2. Storage: CAMPGROUND may at CAMPGROUND'S election remove the CAMPER'S personal property (including the CAMPING UNIT) from the CAMPSITE and store same at the cost of the CAMPER. After 30 days, the CAMPING UNIT will be considered abandoned.
3. Re-letting: Upon termination of this CONTRACT, CAMPGROUND shall have the right, but not the obligation, to immediately fill the CAMPSITE with a third party.

23. SEVERABILITY.

The invalidity or unenforceability of any provision of this CONTRACT shall not affect or impair any other provision, and such invalid or unenforceable provision shall be severable from the remaining provisions which shall continue in full force and effect.

24. GOVERNING LAW.

This Seasonal Admission Agreement shall be governed by and construed in accordance with the laws of the State of Wisconsin.

25. BINDING EFFECT.

This CONTRACT shall be binding on all persons using the CAMPER'S CAMPSITE.

26. ARBITRATION.

- A. Any claims by CAMPGROUND for injunctive relief against a CAMPER or GUEST, or for collection of unpaid FEES or other sums alleged to be owed pursuant to this CONTRACT shall be brought in the Circuit Court for the County of Lincoln, State of Wisconsin. CAMPER and CAMPGROUND irrevocably waive any right to trial by jury.
- B. In the event that CAMPER or CAMPGROUND wish to assert any claim other than the claim described in section A above, such as but not limited to a claim for personal injuries, including defamation; violations of trade practices, improper business methods or unlawful discrimination, it is agreed that the claim shall be resolved in Arbitration according to the rules of the American Arbitration Association. The Arbitration shall be held in Tomahawk, Wisconsin, the County Seat of Lincoln County.

CAMPER INFORMATION & SIGNATURE PAGE

Contact Information

Adult Campers:

Site Number: _____

Cell Phone: _____

Cell Phone: _____

Minor Campers:

Emergency Contact:

Emergency Number:

Mailing Address:

Email Address (you must have one on file):

Pet(s)

Name: _____

Breed: _____

Pet(s)

Name: _____

Breed: _____

Vehicle Information #1

Make: _____

Model: _____

VIN: _____

Color: _____

Vehicle Information #2

Make: _____

Model: _____

VIN: _____

Color: _____

Camping Unit

Year: _____

Manufacturer: _____

Model: _____

VIN: _____

Insurance Carrier Camping Unit/Liability

Agency Name: _____

Contact: _____

Phone: _____

Policy #: _____

Golf Cart

Year: _____

Make: _____

Model: _____

Color: _____

Insurance Carrier for Golf Cart/Liability

Agency Name: _____

Contact: _____

Phone: _____

Policy #: _____

ATV/UTV #1

Year: _____

Make: _____

Model: _____

Color: _____

WI Plate #: _____

ATV/UTV #2

Year: _____

Make: _____

Model: _____

Color: _____

WI Plate #: _____

Shed

Type: Metal/Wood/Resin (circle one)

Size: _____

Color: _____

Shade Barrier

Type: Metal/Wood/Resin (circle one)

Size: _____

Color: _____

NOTICE OF WISCONSIN LAW

- 895.525 Participation in recreational activities; restrictions on civil liability, assumption of risk.**
- (1) LEGISLATIVE PURPOSE. The legislature intends by this section to establish the responsibilities of participants in recreational activities in order to decrease uncertainty regarding the legal responsibility for deaths or injuries that result from participation in recreational activities and thereby to help assure the continued availability in this state of enterprises that offer recreational activities to the public.
- (2) DEFINITIONS. In this section:
- (a) "Agricultural tourism activity" means an educational or recreational activity that takes place on a farm, ranch, grove, or other place where agricultural, horticultural, or silvicultural crops are grown or farm animals or farmed fish are raised, and that allows visitors to tour, explore, observe, learn about, participate in, or be entertained by an aspect of agricultural production, harvesting, or husbandry that occurs on the farm, ranch, grove, or other place.
- (b) "Recreational activity" means any activity undertaken for the purpose of exercise, relaxation or pleasure, including practice or instruction in any such activity. "Recreational activity" does not include participating in an alpine sport at a ski area, as those terms are defined in s. 167.33, but includes hunting, fishing, trapping, camping, bowling, billiards, picnicking, exploring caves, nature study, dancing, bicycling that is not biking, as defined in s. 167.33 (1) (ar), horseback riding, horseshoe-pitching, bird-watching, motorcycling, operating an all-terrain vehicle or utility terrain vehicle, recreational aviation, as defined in s. 895.52 (1) (hm), ballooning, curling, throwing darts, hang gliding, hiking, sleigh riding, snowmobiling, skating, participation in water sports, weight and fitness training, sight-seeing, rock-climbing, cutting or removing wood, climbing observation towers, animal training, harvesting the products of nature, participating in an agricultural tourism activity, sport shooting, and participating in an alpine sport outside a ski area, as those terms are defined in s. 167.33, and any other sport, game or educational activity.
- (3) APPRECIATION OF RISK. A participant in a recreational activity engaged in on premises owned or leased by a person who offers facilities to the general public for participation in recreational activities accepts the risks inherent in the recreational activity of which the ordinary prudent person is or should be aware. In a negligence action for recovery of damages for death, personal injury or property damage, conduct by a participant who accepts the risks under this subsection is contributory negligence, to which the comparative negligence provisions of s. 895.045 shall apply.
- (4) RESPONSIBILITIES OF PARTICIPANTS.
- (a) A participant in a recreational activity engaged in on premises owned or leased by a person who offers facilities to the general public for participation in recreational activities is responsible to do all of the following:
1. Act within the limits of his or her ability.
 2. Heed all warnings regarding participation in the recreational activity.
 3. Maintain control of his or her person and the equipment, devices or animals the person is using while participating in the recreational activity.
 4. Refrain from acting in any manner that may cause or contribute to the death or injury to himself or herself or to other persons while participating in the recreational activity.
- (b) A violation of this subsection constitutes negligence. The comparative negligence provisions of s. 895.045 apply to negligence under this subsection.
- (4m) LIABILITY OF CONTACT SPORTS PARTICIPANTS.
- (a) A participant in a recreational activity that includes physical contact between persons in a sport involving amateur teams, including teams in recreational, municipal, high school and college leagues, may be liable for an injury inflicted on another participant during and as part of that sport in a tort action only if the participant who caused the injury acted recklessly or with intent to cause injury.
- (b) Unless the professional league establishes a clear policy with a different standard, a participant in an athletic activity that includes physical contact between persons in a sport involving professional teams in a professional league may be liable for an injury inflicted on another participant during and as part of that sport in a tort action only if the participant who caused the injury acted recklessly or with intent to cause injury.
- (5) EFFECT ON RELATED PROVISIONS. Nothing in this section affects the limitation of property owners' liability under s. 895.52 or the limitation of school districts' liability, of school boards' liability, and of liability of governing bodies of charter schools under s. 895.523.