

# LAZY DAYS CAMPGROUND, INC

•1475 Lakeview Rd West Bend WI, 53090 •Phone 262-675-6511 •Fax 262-447-1007  
www.lazydays-campground.com

Have Key  2021 Seasonal Campground Admission Agreement April 1<sup>st</sup> – October 31<sup>st</sup>  
# \_\_\_\_\_

This agreement is between Lazy Days Campground Inc., and the following persons:

Adults (2 Max): \_\_\_\_\_

Minors: \_\_\_\_\_

Only the persons named here are the “Campers” of this campsite. The Campers’ address and other information are on the last page of this agreement.

**Camping Agreement.** When this Agreement is signed by the Campground and the Camper; and the required Deposit has been Paid, the Camper is granted the right of admission to the Campground and the right to place an agreed upon Unit on the identified Campsite, and to Occupy the Campsite until the end of the Period stated in this Agreement, subject to all Conditions in this Agreement.

**Defined Terms.** Some of the terms used in this Agreement have definitions. Those terms are Capitalized and listed in the Definitions portion of this Agreement. The definitions stated in that section apply in this Agreement.

**NOT A LEASE.** This Agreement is a contract which is binding on both the Campground and the Camper. This Agreement is not a lease of real estate. The Camper is not a tenant. This Agreement is, for legal purposes, a license to use the property of the Campground on the conditions which are stated in this Agreement.

**Assigned Campsite.** The Camper is assigned the Campsite known as: \_\_\_\_\_.

**Period of Use.** The Camper may use the Campsite starting on April 1, 2021. The Camper may not occupy the Campsite more than seven months (ATCP 79.11), or after October 31st, 2021, or after an earlier date of Early Termination.

**NOT A RESIDENCE.** Under Wisconsin law, campgrounds are not allowed to be a permanent residence. Camper may not claim the Campground as their permanent address, voting address or other place of residence.

**Size limit: Travel Trailer and tow vehicle are not to exceed 69 feet long, 8 feet wide, and must be self-contained. If you need a permit to pull it, you can't have it here. For questions, call (262) 675-6511.**

- |                                                                               |                                       |           |
|-------------------------------------------------------------------------------|---------------------------------------|-----------|
| <input type="checkbox"/> Site with – 30 Amp Electric & Water (NO HONEY WAGON) | \$2090.00 – Plus 5.6% Tax (\$117.04)  | \$2207.04 |
| <input type="checkbox"/> Site with – 30 Amp Electric, Water, & Honey Wagon    | \$2190.00 – Plus 5.6 % Tax (\$122.64) | \$2312.64 |
| <input type="checkbox"/> Site with – 30 Amp Electric, Water, & Sewer          | \$2265.00 – Plus 5.6 % Tax (\$126.84) | \$2391.84 |

Receive \$100 off if site is paid in full by Jan 1<sup>st</sup> (no exceptions). First time Lazy Days camping families will receive a \$200.00 discount on their first year season site. (Does not apply to pro-rated prices, will be applied the following full season) If a current seasonal referred you, they will get \$100 off their site after your final payment is made.

I referred: \_\_\_\_\_

I was referred by: \_\_\_\_\_

**Cost.** The Camper will pay the Campground the following fees:

Site Add-ons, cost will be added to total		
Electricity Surcharge – (Anyone continuously camping in their unit for 5 months or more)	250.00	
Additional Refrigerator Over 8 Cubic Feet                      Inside / Outside	90.00	
Additional Refrigerator Under 8 Cubic Feet                      Inside / Outside	55.00	
Overhead Air Conditioner for the Season <b>(To be used while on the premises, and used responsibly)</b>	200.00	
Use of window air conditioner (7500 BTU or less) instead of overhead air conditioner	150.00	
Boat on shore for the summer (Boat trailer storage fee <input type="checkbox"/> \$30.00)	40.00	
Boat on the seasonal pier for the summer (Boat trailer storage fee <input type="checkbox"/> \$30.00)	80.00	
Boat and Trailer summer storage (Large boats are stored by the utility building)	70.00	
Boat and Trailer winter storage (Large boats are stored outside during the off season)	55.00	
Boat on shore winter storage	20.00	
Boat for inside winter storage (Limited Space – First come, first served) (Nov. 1 <sup>st</sup> – Apr. 1 <sup>st</sup> )	150.00	
Storage of Canoe or Kayak on your site (max 2) or on shore:      Summer <input type="checkbox"/> \$30.00 each      Winter <input type="checkbox"/> \$20.00 each		
<p>Note: We must have a copy of your boat registration on file for any boat stored at Lazy Days Campground. Due to violations in the past, no boats will be stored on your site, with the exception of kayaks and canoes.</p> <p>All boats will be placed back into storage after use.</p>		
20/21 Winter Storage (Nov. 1 <sup>st</sup> – Mar 31 <sup>st</sup> )	80.00	
20/21 Winterizing (We must have a key)                      Camper Initial _____	75.00	
<input type="checkbox"/> Ice Maker <input type="checkbox"/> Outside Shower <input type="checkbox"/> Outside Kitchen <input type="checkbox"/> Other <input type="checkbox"/> Washer & Dryer (not allowed to use)		
<input type="checkbox"/> Inside Water Filter      Water Filter Location:		
Golf Cart Reg. Form <input type="checkbox"/> Electric Cart fee <input type="checkbox"/> \$85.00    Reg. fee <input type="checkbox"/> \$25.00    Winter Storage <input type="checkbox"/> \$30.00		
Total Season Cost \$		Final Date:

Office Use Only

Campsite Fee: For the use of the Campsite during the Period, \$ \_\_\_\_\_ The Fee shall be payable as follows:

Camper shall Pay \$ _____ on or before	Camper shall Pay \$ _____ on or before
Camper shall Pay \$ _____ on or before	Camper shall Pay \$ _____ on or before
Camper shall Pay \$ _____ on or before	Camper shall Pay \$ _____ on or before
Camper shall Pay \$ _____ on or before	All fees are non-refundable.

**Deposit:** The amount of \$ \_\_\_\_\_ to assure payment of Campsite fees.  
(Min. Deposit of \$400, and signed contract required by Oct 10th to hold site)

**Electricity:** The amenity fee for electricity to the Campsite.

**Late Payment Fee.** Any fees or charges which are not paid when due are subject to a late payment fee of \$25. In addition to the late payment fee, the Campground will charge interest on unpaid fees in the amount of one and one-half percent (1.5%) per month for all fees not paid two weeks or more after due. Non-payment is grounds for Early Termination of this agreement.

**Definitions.** These are the Definitions of the following words as those words are used in this Agreement:

**Agreement:** This Seasonal Campground Agreement between the undersigned person and the Campground.

**Camper:** The person who signs this Agreement and the other persons who are named in the Agreement.

**Camper Unit:** The recreational vehicle placed on the Campsite.

**Campground:** Lazy Days Campground Inc.

**Campsite:** The area of land identified by the Campground which the Camper Occupies during the Period.

**Early Termination:** The revocation by the Campground of a Camper's permission to Occupy a Campsite.

**Guest:** A person who is authorized by the campground and camper to occupy the campsite for the time permitted in the rules section of this Agreement.

**Notice:** To inform a Camper or guest of a fact or condition related to this Agreement. Notice is given under this Agreement by informing any of the adult Campers of a fact or condition, except that Notice of Early Termination or Late Payment Fees shall be given in writing. If no adult Camper is present at the Unit, it is sufficient under this Agreement to place the Notice on the Unit. Notice to the Campground must be given to the Campground manager.

**Pay:** To satisfy the entire amount owed to the Campground, all obligations being due immediately; if a check or credit card is used, the obligation is not satisfied until the final credit has been given to the Campground.

**Occupy:** The physical presence of a Unit, a Camper or a Guest on the Campground or Campsite, whether or not staying overnight.

**Rules:** Standards of conduct and expectations that are established by the Campground to maintain the harmonious and orderly ambience of the Campground and maximize the enjoyment of the Campers and Guests, as well as the General Obligation to behave in an orderly, polite manner which is respectful of other Campers.

**Unit:** A recreational vehicle which is placed on a Campsite for use by a Camper and Guests.

**Campground's Obligations.** The Campground's goal is to see that all Campers and their Guests enjoy the recreational opportunities offered by the Campground. To do so, the Campground will provide its Campers and Guests with certain services and amenities, and use its best efforts to assure that all Campers and Guests cooperate in maintenance of the Campground's desired ambience.

**Campsite.** The Campground will allow the Camper the use of a Campsite for all lawful purposes consistent with the Campground's Rules.

**Campground Common Features and Attractions.** The Campground will allow the Camper to use its common features and attractions, which are shared with all other Campers. Because of varying numbers of Campers, maintenance requirements and weather, there is no guaranty of availability of any common features or attractions.

**Camper's Obligations.** General Obligation. The Camper will use the Campsite in a manner which is safe, orderly, lawful, sanitary, clean and respectful of the rights of other Campers and of the Campground's property and other Guests.

In addition to this General Obligation, Campers must do all of the following:

- A) The Camper will Pay all deposits, fees and charges when due.
- B) The Camper will assure that all obligations of this Agreement are understood by all of the Campers and Guests, including children. The adult Campers will monitor and supervise all minor Campers to assure that the minors abide by the requirements of this Agreement.
- C) The Camper shall maintain liability, fire, wind and other hazard insurance coverage on their personal property located on the Campsite. The insurance policy must provide coverage of the Camper's acts or omissions related to the Campground and Campsite. Camper must have liability insurance on all motor vehicles operated on the

Campground, including golf carts and other vehicles which are not licensed for use on public roads. The Camper shall provide a copy of the policies' Declarations pages to the Campground.

- D) The Camper shall maintain the Camper Unit according to the manufacturer's recommendations. Camper understands that only RVIA-Approved Recreation Vehicles may be placed on the Campsite.
- E) The Camper and Guests shall abide by all directions of Campground staff, obey all signs and signals on the Campground.
- F) The Camper and Guests shall not enter closed areas or other Campsites without permission.
- G) By signing this Agreement, the Camper acknowledges that the Camper has been given a copy of the Campground Rules. The Camper also agrees that the Camper has had the opportunity to inspect the Campsite and accepts it in its current condition. The information provided by the Camper is correct.
- H) The Camper agrees to abide by and follow all applicable state laws, rules and ordinances.

**Limitations on Campground Liability.** The Campground desires to provide Campers with an enjoyable camping experience. However, camping takes place in an outdoor recreational setting. There are aspects of any recreational experience that cannot entirely be controlled or made free of risk. The Campground is not liable for weather conditions, natural events, damages caused by wrongful conduct or carelessness of others. By signing this Agreement, the Camper acknowledges that by participating in recreational activities, the Camper accepts the risks which are inherent in the recreational activity. The Camper is advised that Wisconsin law (Section 895.525, Wis. Stats.) limits the liability of the Campground and imposes duties on the Camper to take precautions for their own safety while engaged in recreational activities.

**Reimbursement of Campground for Losses Caused by Camper.** In the event that any action or omission of the Camper or Guests or the Camper cause the Campground to pay damages to any other person or party, the Camper shall reimburse the Campground for those damages, as well as the attorney's fees and expenses incurred by the Campground.

**Termination of Agreement.** This Agreement terminates on the expiration date. On or before that date, the Camper will remove the Unit from the Campground, quietly and peacefully. The Camper is responsible for removing the unit with appropriate care for the Campsite to restore the Campsite to its original condition. The Campground may determine, for any reason in the Campground's 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 Unit and the Campground. The Camper will be given one (1) day to cease to occupy the Unit and Campground, and five (5) days to remove the 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 Agreement is terminated early, Camper has no right to a refund.

**Winter Storage.** The Campground may allow the Unit to remain on the premises of the Campground during the period between the end of the season for which this Agreement was executed and the commencement of an additional period. The fee for winter storage shall be \$80 only if an agreement has been made for the ensuing camping season. The Campground is not required to agree to allow a Unit to be stored on the Campground. Agreement to permit winter storage does not obligate the Campground to agree to permit the Camper to Occupy the Campsite in the ensuing camping season. The Camper must properly prepare the campsite and Unit for winter storage according to the Campground Rules. During winter storage, no one may Occupy a Unit or a Campsite.

**Winterizing.** Units must be winterized. If you leave after October 1<sup>st</sup> and you want the campground to winterize your unit, you must

- A) Leave your unit plugged in
- B) Disconnect the water hose from unit and water post

- C) Have all interior and exterior faucets completely open
- D) Have heat left on with thermostat set at a minimum of 45 degrees Fahrenheit
- E) And let the campground know when you leave

**Removal of Units.** If a Camper fails to remove a Unit as required by this Agreement, the Camper acknowledges that the Campground has the right to remove the Unit. The Campground will attempt, before removing the Unit, to notify the Camper and provide the Camper with five (5) days to remove the Unit. If the Campground removes the Unit, it will place the Unit in storage, but is not responsible for the condition of the Unit. The Camper acknowledges that the Campground is not responsible for damage to the Unit caused by its removal from the Campsite. The Camper shall pay the Campground's expenses to remove the Unit, a flat fee of \$150 and the campground will turn the unit over to local law enforcement, and the unit may be impounded at the Camper's expense.

**Charge For Non-Removal.** There shall be a charge of \$25 per day for non-removal of a Unit on or before the date on which the Unit should be removed, which shall commence on the date of termination and continue until the Unit is removed from the Campsite.

**No Transfers or Assignments of Agreement.** This Agreement is solely between the Camper and the Campground. The Camper may not transfer this Agreement to any other person or persons, or assign the Camper's obligations to any other person. The sale or repossession of a Unit shall result in Early Termination, and removal of the Unit unless the Campground agrees, in its sole discretion, to enter into a new agreement.

**General Terms and Conditions.** The Campground may not be deemed to have waived any requirement of this Agreement by failing to enforce terms of the Agreement. The Rules adopted by the Campground are part of the agreement between the Campground and the Camper. No oral modifications of this Agreement control. This Agreement is controlled by Wisconsin law.

### Campground Rules

- 1) **Ask Management** If you are unsure about a rule or what to do. Do not ask your neighbor.
- 2) **Traffic** – The speed limit at Lazy Days Campground is **9 MPH**, and is strictly enforced. Do not detour across other people's sites. Stay on the roads. All state traffic statutes relating to the safe operation of motor vehicles will be strictly enforced; including: Driving while intoxicated, reckless driving, and speeding. Passengers are not permitted to ride, sit, or stand on rails or tailgates of trucks, or ride outside of any motor vehicle. Violators will be removed from the campground with no refund. **Suspected DWI's and DUI's will be reported to the Washington Co. Sherriff for prosecution.**
- 3) **Tents** – Screen tents and light weight camping gazeboes are allowed.
  - a) RV Site – One tent with a size limit of 8' x 10' is allowed on site for the use of children listed on contract or for storage.
  - b) Tent site – One large tent (sleeps 4 or more), **or** two small tents (sleeps 3 or less) Group size is limited to 6 adults, **or** one single family per site.
- 4) **Firearms** – No discharging of any type of weapons and no open carry in the campground.
- 5) **Fireworks** – No illegal fireworks allowed in the campground. **Violators will be turned over to the Washington co. Sherriff.**
- 6) **No chainsaws** are allowed in the campground.
- 7) **All sites** must be kept neat and free of debris.
- 8) **Vehicles** – Two vehicles per site. No storing of vehicles or trailers is allowed on your site. Type of vehicles allowed on site is subject to management's discretion. Keep your vehicles on your site, even if adjacent sites are empty. Any damage done to other sites, caused by you or your guests, will be charged to you. No moped's, ATV's, Go-carts, Etc. (Check with office)
- 9) **Golf Carts** – Carts must be checked out by Lazy Days staff. Only drivers with a valid driver's license may operate the cart. No child on the lap may steer the cart. Insurance is required. Owner(s) must complete the **Golf Cart Requirements Form**.
- 10) **Boats** - Due to the abuse of our boat storage rules in the past – you may not store your boat on your site without permission, even if you're a seasonal Camper. After use, it must be placed in storage. Any violation of this rule will result in you being asked to remove your boat from Lazy Days Campground. Boats on shore without permission will be removed.
- 11) **Guest Policy** – All guests, except for signatories and their minor children, must pay the visitor fee. \$3.50 per car, per day. \$6.00 per person, per night for overnight visitors. Maximum number of people per site is one camping family (Mom, Dad, and minor children) or a

maximum of 6 adults. Visiting hours are 8am – 10pm (Sun – Thurs), and 8am – 11pm (Fri & Sat). No new visitors will be admitted to the campground after 9pm. Campers are responsible for the conduct of their guests.

- 12) **Children/Minors** – Minor children will not be allowed to stay at Lazy Days Campground without adult supervision. Do not leave children unattended in the campground.
- 13) **Beach** – Hours are 8am – dusk. No bikes or pets on the beach. No glass bottles on the beach or in the water. No swimming after dark. NO LITTERING on or around the beach area. NO LIFEGUARD ON DUTY. It is the responsibility of the camper to supervise their children and guests. Releasing Lazy Days Campground, Inc. from all liability for any accidents that may occur.
- 14) **Pets** – All pets must be kept on a leash at all times. Do not leave dogs unattended or barking. No pets on the beach. Check with office staff for where your pets can swim. You MUST pick up after your pets.
- 15) **Campfires** – All campfires need to be contained and fully extinguished before retiring for the evening or leaving the campground. Do not leave fires unattended for an extended period of time. DO NOT burn trash, bottles, or cans in the fire pits. Take all trash to the dumpsters. “Locations are on the site map”
- 16) **Cigarettes** – Please carry an ashtray or a soda can. Do not leave cigarette butts on the ground.
- 17) **Quiet Time** – No loud radios, TV’s, voices, or sounds that carry past your site are allowed at any time. Strict quiet time is Sunday – Thursday 10pm – 8am, Friday and Saturday 11pm – 8am. Our objective is to provide a peaceful and secure atmosphere for all of our campers. Underage drinking will not be tolerated. Disruptive or disorderly behavior will result in possible arrest or removal from the campground with no refund. All minors must return to their sites during quiet time.

**Additional Rules for Seasonal sites - Must submit plans for any changes that you would like to make to the site.**

- 18) **Sites**, and trailers are expected to be kept in a clean and presentable condition. This includes the exterior of you trailer.
- 19) **Decks**- sections must be placed next to each other, be no larger than 4’x8’, no more than one foot off the ground, not exceed trailer length, and must be removable. No permanent structures.
- 20) **No railings** are allowed on the platforms (see management for the exception to this rule)
- 21) **No fencing** is allowed on your site.
- 22) **Lights** across awnings only. You may not have lights all over the site and lights must be turned off after retiring for the night or when you are gone for an extended period of time. (ask management for exceptions)
- 23) **Cutting the grass** of the seasonal sites is not included with the seasonal site fee. If your grass grows above 5 inches, we will cut it and a maintenance fee will be applied to your site.
- 24) **Sheds and Deck Boxes** – Only one shed, is allowed with a size limit of 4’ W x 6’ D x 7’ H. (No wood, or metal sheds), and two deck boxes 41” W x 21” D x 24” H (Maximum size). Existing wood sheds will be allowed, but cannot be replaced with another wood shed.
- 25) Only one **face cord** may be stored on your site and must be stacked in a neat pile. The use of skids for firewood is ok; however, they must be broken down. No burning of full skids is permitted. Max dimensions of face cord– H-6’ x L-8’ x D-18”
- 26) **Sale of your trailer** – In the event that you sell your trailer, your lot will not be included in the sale.
- 27) **Non-Transference** – Your seasonal site will not be passed onto anyone in the event of death or if you leave before the season ends, unless you have a non-resident third party on the contract.
- 28) **Tarps**- No blue tarps. Black, brown, and green tarps are permitted to cover things that would otherwise go in a shed (Ex. lawn mower). Please limit the number of tarps used during the season to two tarps, as they can be an eyesore.
- 29) **Tarpping your roof**- If your roof leaks please let us know. You may cover it with a tarp for no more than 10 business days. Tarps are a temporary fix, not a permanent solution. Tarps for winter storage must be removed by May 1<sup>st</sup>.
- 30) **No Electric Heaters.**
- 31)

We agree to the conditions and provisions of this Agreement, and agree to comply with them. We further agree that we will inform our minor children and guests of the requirements of this Agreement, and be responsible for their behavior and demeanor at the Campground.

We understand that our admission to the Campground may be terminated by the Campground, at any time in the sole discretion of the Campground.

Signature (1) \_\_\_\_\_

Date \_\_\_ / \_\_\_ / \_\_\_\_\_

Signature (2) \_\_\_\_\_

Date \_\_\_ / \_\_\_ / \_\_\_\_\_

Lazy Days Campground, Inc. Rep. \_\_\_\_\_

Date \_\_\_ / \_\_\_ / \_\_\_\_\_

# Camper Identifying Information

**\*All Fields Required\***

NAMES AND ADDRESSES OF THE CAMPERS:

Name (1) \_\_\_\_\_ DOB \_\_\_\_ / \_\_\_\_ / \_\_\_\_  
                            First                              Middle                              Last

DL# \_\_\_\_\_ E-Mail \_\_\_\_\_

Name (2) \_\_\_\_\_ DOB \_\_\_\_ / \_\_\_\_ / \_\_\_\_  
                            First                              Middle                              Last

DL# \_\_\_\_\_ E-Mail \_\_\_\_\_

Address \_\_\_\_\_ City \_\_\_\_\_ State \_\_\_\_\_ Zip Code \_\_\_\_\_

Plate # (1) \_\_\_\_\_ Plate # (2) \_\_\_\_\_

Phone Number \_\_\_\_\_ Cell Phone Number \_\_\_\_\_

Minors [Specify how each is related to the Adults]. \_\_\_\_\_  
\_\_\_\_\_

**Person to Contact In Case of Emergency:** \_\_\_\_\_

**Pet Information: Max of 3 pets allowed.**

Species: \_\_\_\_\_ Breed: \_\_\_\_\_ Color(s) \_\_\_\_\_ Age: \_\_\_\_\_ Gender : M / F

Species: \_\_\_\_\_ Breed: \_\_\_\_\_ Color(s) \_\_\_\_\_ Age: \_\_\_\_\_ Gender : M / F

Species: \_\_\_\_\_ Breed: \_\_\_\_\_ Color(s) \_\_\_\_\_ Age: \_\_\_\_\_ Gender : M / F

Owner must provide a copy of current Rabies Certificate for each pet before the pet will be admitted to the campground.

**INFORMATION ABOUT THE UNIT**

Trailer Year \_\_\_\_\_, Make \_\_\_\_\_, and Model \_\_\_\_\_

VIN / CHASSIS # \_\_\_\_\_

Trailer Length \_\_\_\_\_, # of slide outs \_\_\_\_\_, Bedrooms \_\_\_\_\_, How many can it sleep? \_\_\_\_\_

Name of Liability and Property Insurance Carrier: \_\_\_\_\_

**INFORMATION ABOUT THE UNIT**

Boat Registration Number \_\_\_\_\_, and Model Number \_\_\_\_\_