The Great Divide Campground General Terms of Service Addendum A Supplemental Seasonal Terms of Service

v.8.4.2022

These Supplemental Seasonal Terms of Service (the "Additional Seasonal Terms") apply, in addition to the General Terms of Service, to all guests staying at TGD longer than a weekend ("Seasonals"), including, but not limited to, weekly, monthly, or seasonal guests. All defined terms that are not defined in these Additional Seasonal Terms shall have the meaning given to them in the General Terms of Service.

Children of Seasonals aged 17 and younger may not be present on the grounds without their adult Seasonal present. As a Seasonal you are responsible for the actions and behaviors of your children and guests while on campground property. All guests must pay applicable guest fees for the entirety of their visit. If a guest of a Seasonal does not pay applicable fees, the guest will be asked to leave and the Seasonal will be responsible for all charges. Guest vehicles must display a valid car pass issued by the office.

Seasonals must submit a head shot of each guest listed on their Seasonal contract to be kept on file.

Vehicles must be parked on your paid seasonal site only.

Gate cards can be rented for a deposit, and can only be used by registered campers. One gate card will be given per licensed, adult driver registered on site. No gate cards will be issued to guests, friends or visitors of sites. Misuse of gate cards will result in the revocation of gate card privileges, in TGD's sole discretion.

Seasonals may use their own golf cart on campground roads or other designated paths or areas, so long as you have first provided TGD with current proof of insurance and signed a waiver regarding such use that will be kept on file. Golf Cart Insurance certificates must be kept current. Licensed drivers must be 21 and over only. All state driving rules and campground Service Terms must be obeyed while operating golf carts on the TGD premises. Golf carts must be driven in a safe manner. Open alcoholic containers are not permitted on golf carts. Driving while drinking or intoxicated, or driving in an unsafe manner, in TGD's sole discretion, will result in a loss of golf cart privileges. No golf carts may be driven on Phillips Road (including short distances from the entrance to the barn).

All Seasonals must obtain insurance to cover their camping unit and personal property. You must provide TGD with updated written proof of your insurance after any expiration. If you do not have a current insurance policy on file your Seasonal Contract will not be renewed. Any tree, branch, weather-related, fire or other damage to your trailer or your personal property is handled by your insurance and not TGD.

All Seasonals agree to treat TGD staff & other customers with kindness and consideration. Any issues must be communicated directly to the office and not to staff actively working in the campground unless the issue is an actual safety issue or emergency. Any Seasonal that acts in an inappropriate manner, in TGD's sole discretion, will have their seasonal status revoked and turned to monthly, or may be asked to leave without a refund.

Seasonal Site Condition Requirements: For the safety and enjoyment of our campground visitors, please keep your seasonal site clean, mowed, weed free, well maintained and free of trash. Additional items not being used may not be stored out in the open on your Site. This includes extra tarps, wood, block, brick, and unused items. Seasonal campsites that are not properly maintained will be flagged by TGD after inspection, and may be charged a clean-up fee, removal fee, or mowing fee of no less than \$25 per incident. Seasonal sites left in an unacceptable manner on a consistent basis will not be allowed to renew their Seasonal Contract. The exterior of each seasonal trailer must be cleaned at the beginning of each season. All tarps and plastic must be removed by May 15th and must remain off for the remainder of the season. Seasonal sites are sold "as is" and all future maintenance, leveling and appearance is a responsibility of the camper. Camping unit manufacturing date must be within 10 years of the current year. If your camper is older than 10 years old your site will be subject to an Inspection. Trailers deemed unacceptable will not be allowed to remain at TGD and the Seasonal contract will not be renewed.

If you would like to make physical changes to your campsite (including sheds and decks), you must submit your request with the office, and await approval before starting any work. If approval is not granted the camper runs the risk of having any work removed by the campground, in TGD's full and exclusive discretion and at the camper's full expense. If a government agency declares any part of a campsite in violation of any rule or ordinance, even if done with management permission, it shall be the camper's responsibility to abate or correct. Remember to consider other guests and be respectful of the natural environment when requesting campsite improvements. Seasonals are limited to one shed (max 8' x 8') per site. All physical property located on your campsite, whether brought on by you or left by the previous camper, must be removed in full when vacating the campground. Once you accept the site by starting to camp on it, you are responsible for all items on it.

"For Sale" signs may not be posted without prior approval from TGD. You may not sublet or transfer your seasonal site to any party without prior consent of TGD. All new customers must complete the application process. Two adults and two children under the age of 18 are included in your Seasonal Contract. You may not interchange the guests on your Seasonal Contract.

Seasonals must use an approved waste digester chemical and RV biodegradable toilet paper for their black holding tank to prevent clogging of septic systems. Pump outs for non-sewer sites are done on Monday, except on holiday weekends. The pump out schedule may change at TGD's discretion. It is illegal to dump any wastewater, black water, grey water or discharge any hazardous material into or on the ground.

Insects and rodents are a naturally occurring presence in a campground environment. Seasonals are responsible for their own pest management.

To conserve energy all lamping in lighting fixtures inside and outside of your trailer must be LED, or run off of your 12 volt system. Outdoor lights for campsites must be limited to one strand of lights. No spotlights or flood lights unless they are LED, and if permanently installed, must be done by a licensed electrician. All lights must be turned off during Quiet Hours. When leaving for more than one day you must turn off any air conditioners, appliances or outdoor lights that use electricity. Before we turn your breaker off we will attempt to turn off your AC by accessing your trailer with supplied keys which indicate your permission. If we are unable to turn off your AC there will be a \$15 per day charge. The campground reserves the right, in its sole discretion, to turn off power breakers for any camper that does not adhere to this. TGD will not reimburse you for any impact resulting from the turning off of utilities, whether by us or otherwise. Do not leave perishables in your camping unit when not at the campground.

Non-Disparagement Agreement. In exchange for the reduction from our normal daily camping rates offered to our Seasonal Campers, all Seasonal Campers agree not to publicly disparage TGD in any way, or in any format: verbally, in writing, or on any social media platform with regard to any situation, whether TGD is at fault or not. Any violation of this clause will immediately terminate the Seasonal Camper status of any Season Camper and the daily rate will be applied to any payments made. This applies to all Seasonal Campers listed on the contract, their guests, and also applies if it can be shown that a Seasonal Camper was involved in another party responsible for any disparagement.

Winter & General Storage. Camping units must be locked and secured before the start of winter storage. TGD recommends leaving a set of keys in office for emergencies. TGD reserves the right to relocate the camping unit in the case of an emergency. No insurance of any kind is carried by TGD on your camping unit, its contents, or any items belonging to you. Campers are required to have insurance on their belongings. Campers are responsible for any damage caused by them or their belongings to the property of others. During the off-season campers may access the campground with 48 hour prior notice to the campground owner via email to info@campthegreatdivide.com. You shall not store dangerous, noxious, toxic, hazardous, filthy, offensive, explosive or highly flammable materials in your camping unit or on any portion of TGD premises, and you shall be responsible for any and all environmental or other damage that is caused by their belongings on the campsite.

Seasonal Fees. Any current Seasonal not renewing their seasonal contract for the next annual camping season must remove their camping unit and any personal property including decks, sheds, personal items and other structures off the site one week after closing. Camping units remaining on the property without a valid next annual camping season contract and payment will be subject to the daily site fee of that particular site beginning the first day following the one week grace period. For Seasonals returning for the next annual camping season, full payment is due by the first day of the camping season. If payment is not received by that day, then the seasonal contract pricing relating to your campsite will automatically convert to monthly contract pricing. For the avoidance of doubt, you shall remain responsible for all Seasonal camper obligations under your original contract notwithstanding any such conversion. The Seasonal fee is "discounted" from the normal daily, weekly, or monthly fee. Credits due for a partial season due to customer for any reason will be based on the total length of stay completed converted to the monthly pricing. The discounted seasonal fee is only for campers completing a full season.

<u>Seasonal Customer Accounts</u>. While at TGD, guests on your site may charge to your customer account for purchases at the store and/or deliveries only if you have a current credit card on file. Seasonal accounts will be charged every Sunday. Campers are responsible for all credit card charges accrued at TGD, whether charged by them or by other guests on their site.

<u>Seasonal Cancellation Policy</u>. Any advance monies paid against your Seasonal are non-refundable. If you wish to cancel your Seasonal site we will provide a refund equal to the prorated amount that we are able to recover from the re-rented Seasonal site, less the \$750 advanced payment, provided we receive written notice 30 days before the start date of the season This payment will be made within 60 days of the receipt of the funds from the new Seasonal customer.