

NAME _____ SITE _____

LAKE KANDLE 2023 CAMPING RATES AND CAMPING AGREEMENT LICENSE APPLICATION

SEASONAL CAMPING PERIOD: SUNRISE APRIL 28th, 2023- SUNSET OCTOBER 1st, 2023

BASE SITE RATE : \$4600

includes two assigned campers

P- SECTION BASE RATE: \$4900

includes two assigned campers and electric.

EXTRA ASSIGNED CAMPER: \$300

Campsite may have a maximum of 6 assigned campers. Owner permission is required for more than 6 campers.

DISCOUNT RATE FOR SIX CAMPERS: \$5200

All campers must be designated by May 1st, 2022 unless switching from base site to site for six, which would be designated at the time of switch.

P- SECTION SITE FOR SIX CAMPERS: \$5500

LATE PAYMENT: CAMPER subject to \$5 per day late fee, for unpaid balances after opening day.

SEASONAL DISCOUNTED WINTER STORAGE: \$250

discounted rate is exclusively available for campers with a signed camping agreement license for the 2023 season

WINTER STORAGE MONTHLY RATE: \$1000/ month

storage rate for a person's property without a signed camping agreement license for the 2023 season

DEFINITIONS:

Camper: Assigned patron camping at Lake Kandle. All assigned designations are non-transferrable during the camping season.

Campground Owner: Lake Kandle, Inc

Seasonal: Camper that has a signed camping license for the 2023 season.

Guest: Invited person(s) on Lake Kandle property that are subject to the guest fee. Camper must be present to host guests.

GUEST POLICY- (ages 3 and older)

Host camper must be present to have guests. Guests may not be on property without host camper present for the length of guests' stay. Guest fees are non-refundable.

Camper may have up to four guests on any given day without advanced permission. 24 hour advanced permission required if inviting more than four guests. Reservation of a pavilion may be required if inviting more than 15 guests. The maximum amount of guests with advanced permission is 25.

GUEST RATES PER DAY

| GUESTS 3 and older | Day (valid 10am-11pm) | After 6PM (not swimming/ out by 11pm) |
|--|---------------------------------|---|
| Pre/ Post Swimming Season | \$5 | \$5 |
| Swim Season Weekdays | \$10 | \$5 |
| Swim Season Weekends and Holidays | \$15 | \$5 |

| Standard Payment Schedule: | EARLY PAYMENT INCENTIVES: |
|--|--|
| -\$1000 Deposit and \$250 storage: October 1st | Save up to \$250 on your site rental by making early payment! Read below for details: |
| -\$250 payments in November 1st, December 1st, January 1st, and February 1st. | - Make \$2500 in payments toward 2023's balance by Christmas and receive \$150 OFF. |
| -50% Remaining Balance March 1st | - Be paid in full by March 1st, 2023 and receive \$100 OFF. |
| -Balance paid by April 29th, 2023 | |

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2023 CAMPER INFORMATION

PLEASE PRINT LEGIBLY. All camper designations are non-transferable once the camping season begins.

| | | |
|----------------|---------------|-----------------------------------|
| CAMPSITE | START DATE | END DATE : OCTOBER 1, 2023 |
| CAMPING FEE | STORAGE FEE | TOTAL |
| EMAIL | PHONE | LICENSE PLATE #/ STATE ISSUED |
| DL# | VEHICLE MAKE | VEHICLE MODEL |
| ADDRESS | CITY, STATE | ZIP |
| PRIMARY CAMPER | DATE OF BIRTH | GENDER |
| PRIMARY CAMPER | DATE OF BIRTH | GENDER |
| CAMPER | DATE OF BIRTH | GENDER |
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CAMPING AGREEMENT LICENSE: This is an application for a revocable license to camp at Lake Kandle from the sunrise of the start date listed on the table above until sunset of OCTOBER 1st, 2023. Camping agreement license is not valid without the signed approval of a Lake Kandle Owner. This is an agreement between Lake Kandle, Inc (OWNER) and the CAMPER(S) listed herein above. Use of the campsite listed above is not permitted or guaranteed until the camping fee has been paid in full. In the event that the camper has violated the camping agreement, the license to camp at Lake Kandle can be revoked, and the camper shall no longer be permitted to camp at Lake Kandle or use its swim club facilities. The violating camper shall clear the campsite of all personal belongings within 10 days of written notice from the owner and no refund of the camping fee shall be given.

CAMPING FEE INCLUDES: During the specified camping season from the table above, the camping fee includes Camper access to reserved campsite, Camper use of swim club facilities when lifeguards are on duty, Camper use of recreational areas, lake access for fishing and approved boating, and Camper use of water and septic utilities located at reserved campsite. Electric is an extra expense payable to Electric Provider (except in P- Section). Verizon FIOS is also available and payable to Verizon.

IT IS HEREBY expressly agreed between CAMPGROUND OWNER AND CAMPER as follows:

1. Lake Kandle, Inc has a lien on all personal property located at the campground facility for rent, labor or other reasonable charges due as specified in the agreement, and for expenses necessary for its preservation or for the expenses reasonably incurred in any sale or charge.

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2. Camper will not assign this Camping Agreement nor sublet the said Campsite or any part thereof, nor construct any permanent building or additions thereon.
3. Camper may have a Recreational Vehicle (RV) upon said Campsite providing that the wheels of said Recreational Vehicle remain attached to said RV and that said RV may be placed on the Campsite at any time. Maximum width of Recreational Vehicle is not to exceed 8 feet 6 inches with the exception of Recreational Vehicles with "Tip Outs." No Park Models, also commonly known as "Twelve Wides," are permitted. Tent camping is not permitted.
4. All campfires shall be supervised by the Camper at all times, and shall be completely extinguished when left unattended.
5. Camper shall keep the land and premises free from any trash or refuse matter, shall deposit any trash in proper receptacles provided, and shall not allow personal property to become a haven for stagnant water. Items designed to collect stagnant water such as bird baths or ponds are prohibited. Camper is also responsible for the mowing of the subject campsite, and otherwise maintaining the Campsite and personal property thereon in a safe, clean, and attractive condition.
6. Campsite and recreational facilities hereby shall not be occupied or used during the offseason. Camper shall have the right to inspect Recreational Vehicle upon giving Campground Owner 24 hours notice. Only Lake Kandle approved licensed contractors may do RV repairs onsite during the offseason. Site maintenance is not permitted directly by Camper during the offseason.
7. Camper covenants and agrees to observe the following Rules and Regulations concerning the conduct and use of campsite, recreational areas, lake, and pools.
 - A. Alcoholic beverages and or any intoxicating substances are prohibited.
 - B. There shall be no disorderly conduct, rowdiness, or profane language use that would interrupt another camper's enjoyment of their campsite. Owner shall arbitrate differences of interpretation.
 - C. Guests of the camper shall pay the appropriate guest fee per day, which fee shall be paid upon entrance to Lake Kandle. No guests will be admitted after 8:30PM.
 - D. Camper will be limited to four (4) guests per day. Special permission is needed for additional guests. Camper must be present while guests are on premises, and Camper shall be responsible for all actions of guests. Camper is responsible for educating guests on Lake Kandle's rules.
 - E. All pets of any kind are strictly prohibited. Lake Kandle does not allow pets on premises.
 - F. No trees or shrubbery shall be destroyed, cutdown, or removed without owner's written consent.
 - G. It is expressly understood and agreed that Lake Kandle is not a public lake and the enjoyment thereof is by paid membership only.
 - H. Any type of game must be played on playing areas provided only. The beach, picnic grove, pool decks, sidewalks, and roads are not appropriate areas for ball play.
 - I. Persons swimming must use designated swimming area. Swimming is not permitted from campsites or boats. A Lifeguard must be on duty to swim in the designated swimming area.
 - J. No firearms or game hunting equipment is permitted on the premises at any time whatsoever.
 - K. Fishing is not permitted in the bathing area or where signs so indicate. Boats are not permitted to land in any bathing area. Positively no glass containers may be carried on boats or by the lake.
 - L. No minor (under the age of 18) can camp without an adult.
 - M. Combustible materials must be kept out of the reach of children. Propane containers may not be stored indoors and must be well maintained with safety label standards observed.
 - N. No guests of campers will be allowed to set up a tent or living quarters on camper's campsite.
 - O. Off road motorized and battery operated vehicles are prohibited. (i.e. Mini bikes, ATVs, Mo-

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Peds, Go-carts, Golf Carts, "low speed vehicles", etc.)

P. Skateboards are prohibited. Bicycle, scooter, roller-skate, rollerblade play is not permitted around the office area, sidewalks, pool decks, pavilion areas, or beach.

Q. Playground equipment is prohibited on campsites (i.e. swing & gym sets, rope swing)

R. No gasoline engines permitted in personal boats. Inflatable boats require special permission for lake use. No stand up paddle boards permitted. Guests of campers may not bring personal boats.

S. Posted Swimming Rule Signs at the pools and lake must be observed and followed.

8. CODE OF CONDUCT: Lake Kandle must provide a safe work environment for their employees. No member of staff should be required or feel obliged to deal with any camper or guest either face to face, over the phone or in correspondence, who is exhibiting threatening, abusive or violent behavior. Threatening behavior is defined as, but not limited to, threats of violence to members of staff or any other person which is, for example; sexist, racist or homophobic; including intimidating language, screaming, swearing and/or aggressive body language.
9. In the event of any violation of the Rules and Regulations of the Camping Agreement, the Camping Agreement License may be revoked and declared null and void, and the violator required to vacate the grounds within ten (10) days of notice. In the event of the removal of any Camper by violation of any Rules and Regulations, no refund shall be given to the Camper(s) for any part of the camping fee paid by them. Camper hereby gives permission to the campground owner to dispose of any personal property left at Lake Kandle after the ten (10) days have passed.
10. Campground Owner covenants and agrees that the Camper, so long as the Camper is not in violation of the Camping Agreement, shall lawfully and quietly hold, occupy, and enjoy said Campsite and ground privileges, during the term, without any sublet, hindrance, or molestation by said Campground Owner.
11. This Camping Agreement represents the entire agreement between the parties hereto and there are no collateral or agreements of undertakings. However, the Campground Owner reserves the right, for the proper convenience of the patrons of Lake Kandle, to make and publish Rules and Regulations other than contained in this Camping Agreement governing the conduct and privilege of Lake Kandle, which shall become part of the Camping Agreement when promulgated as though written herein. Camper will obey all posted signage around the campground and swim club.
12. Campground Owner's Right of Entry to Inspect: Camper shall permit Campground Owner and the agents and employees of Campground Owner to enter into and upon Camper's rented Campsite at all reasonable times for the purpose of inspecting site, without any rebate of rent and without any liability to Camper for any loss of occupation or quiet of the premises thereby occasioned.
13. Camper acknowledges that utility repairs in a campground environment may occur more frequently than in a residential setting and will allow owner to make repairs within a reasonable timeframe as maintenance staffing and conditions allow without any rebate of rent and without any liability to Camper for any loss of occupation or quiet of the premises thereby occasioned.
14. Curfew and Quiet Hours: There shall be a curfew for Camper of 11:00PM on Friday and Saturday nights and a curfew of 10:00 PM on all other nights of the week. This curfew restricts Camper's right to use the facilities of Lake Kandle except for Camper's designated Campsite herein.
15. Improvements: Camper shall not construct any improvements to their Campsite without the written consent of the Campground Owner. For these purposes, improvements shall include, but are not

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limited to patios of any kind, including but not limited to patio blocks, or concrete pads. If Camper receives such consent and constructs an improvement on his campsite, then the improvement shall become property of the Campground Owner at the expiration of the term of the Camping Agreement. If the Camper desires to remove his improvement at the expiration of the term of his Camping Agreement, he must first receive written permission from the Campground Owner, which permission may be withheld for any reason.

16. Screened Rooms and Casitas: All screened structures will be of a commercially made, collapsible type, which must be disassembled at the close of the season.
17. Patios: All patios will be of masonry block construction or concrete and will be built only as approved and specified by the Campground Owner.
18. Decks: All decks will be built only as approved and specified by the Campground Owner, which includes but is not limited to material specifications and compliance to building code regulations in the State of New Jersey. No decks may be attached directly to RVs, temporarily or permanently.
19. Awnings: All awnings shall be commercially made type, manufactured specifically for Recreational Vehicles by recognized vendors to the RV industry, such as SilverTop and Durabilt, and others. Said awnings cannot be permanently attached to Recreational Vehicle, which awnings shall have the capacity of being retracted or disassembled at the close of the season.
20. Selling RV ON-SITE: CAMPER may sell your RV on-site if the following protocol is followed:
 - A. Receive permission from Lake Kandle Owner and agree to pay the on-site sale fee:
\$3000 for lake access sites and/ or sites with RVs without a title dated after the year 2005.
\$1500 for sites without lake access and a title date after 2005.
 - B. CAMPER's account must be paid up to date.
 - C. The Camping Agreement does not give the Camper the "Right to Assign" the campsite, nor does it allow the camper to " Sublet" the campsite. The prospective buyer must meet with the Campground Owner prior to final sale. The prospective buyer must agree to the terms of the Lake Kandle "Camping Agreement" and obtain the Kandle's permission to camp at Lake Kandle. Otherwise, the buyer is purchasing an RV that will be leaving Lake Kandle.
 - D. If the seller is unsuccessful in selling their RV, there are two options: Resign a current camping agreement, comply with the payment schedule, and pay RV storage fee or remove RV and personal items at the close of the camping season, when the camping agreement is terminated.
 - E. If RV is sold during the camping season, rent will be refunded on a pro-rata basis only if the buyer has an approved camping agreement with Lake Kandle for the remainder of the season.
21. Upon expiration of this camping agreement license, if Recreational Vehicle or personal belongings are left on site without renewed agreement, the Camper will be charged \$1000 per month for each month that Camper's property occupies the campsite for that calendar year (\$3000 maximum). After January 1st, the camper hereby grants Lake Kandle the authority to dispose of all personal property left behind so that Lake Kandle may speedily have the campsite ready for a new camper.
22. Cancellation/ Refund Policy: Cancellation is validated once written notice has been given and campsite has been vacated and restored to OWNER's satisfaction. Deposits are refundable less a \$50 processing fee for cancellations and RV removal made prior to January 1st of the contract year. Storage fees are non-refundable. Cancellations and site restoration made prior to the beginning of the camping season but after January 1st are refundable less \$800 deposit and storage fees. Payments are non-refundable once the camping season begins.

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- 23. In circumstances of natural forces beyond our control or "Acts of God" (examples being, but not limited to earthquake, hurricane, derecho, tornado) CAMPER is responsible for the restoration of the campsite during the rented term. CAMPER is encouraged to insure all personal property located at campground. Damage to CAMPER'S RV or automobile due to natural forces or an "Act of God" circumstance is the liability of the CAMPER.
- 24. Failure of Campground OWNER to Act. Failure of OWNER to insist upon compliance with the terms of this Agreement shall not constitute a waiver of any violation. No waiver by Campground of any provision of this Agreement shall be deemed a waiver of any other provision hereof or of any subsequent breach by Camper of the same or any other provision.
- 25. I hereby grant to Lake Kandle, Inc, its agents and their respective licensees, successors and assigns (herein collectively called "the licensed parties") the right to use, publish and copyright my name, picture, portrait or likeness, testimonial, voice, video, photographic images, artwork in advertising, promoting and publicizing Lake Kandle Campground (product or service) in any media known or unknown, in any manner or form throughout the world in perpetuity. I agree that any picture taken of me by the licensed parties is owned by them. If I should receive any print, negative or other copy thereof, I shall not authorize its use by anyone else. I agree that no advertisement or other material need be submitted to me for any further approval and the licensed parties shall be without liability to me for any distortion or illusionary effect resulting from the publication of my picture, portrait, likeness, photographic images, or artwork. I am the (father) (mother) (guardian) of the minor(s) listed on page two (2) of the Seasonal Admission Agreement. I consent to the foregoing on behalf of such minor(s) and personally join in the warranties and representations set forth above. I also agree to indemnify and hold harmless the licensed parties with respect to any claims which the minor(s) may make as a result of the exercise by the licensed parties of their rights hereunder. By initialing page two (2) of the Camping Agreement, I agree to the above terms and conditions for myself, my immediate family and my property.
- 26. This property being privately owned, the Camper accepts camping privileges with the understanding that he/she hereby release the campground and its employees of all liability for the loss or damage to property and injury to his/her person arising out of his/her use of the camping facilities and agrees to release the campground, its officers, and employees against claims resulting from the loss or damage to property or injury to the person or any member of his/her family or guest of camper arising out of use of camping facilities. Camper acknowledges that there are risks associated with camping, swimming, and outdoor recreation.

The PRIMARY Campers signing hereunder, if more than one, shall be jointly and severally liable. Camper(s) have read the camping agreement and by signing below agree to all items listed in said "Camping Agreement". FURTHERMORE, Camper(s) agree to follow all posted signage and familiarize themselves with posted emergency numbers, campground map, and rules for swimming.

CAMPER(S) Signature _____ DATE _____

CAMPER(S) Signature _____ DATE _____

License approved by _____ Lake Kandle, INC DATE _____