

2025 Extended Stay Agreement

This agreement, made and entered into by and between Stoney Creek Recreational Properties, LLC; hereinafter referred to as "Resort" and _____, Jointly and severally, hereinafter referred to as "Camper".

NOT A LEASE. This agreement is a contract which is binding on both the Resort and the Extended Stay 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 Resort on the conditions which are stated in this Agreement.

Term of agreement–April 1, 2025–October 31, 2025. Any previous extended stay agreements are null and void.

Under Wisconsin law, Campgrounds are not allowed to be a permanent residence. Campers may not claim the Campground as their permanent address, voting address or any other place of residence. Campers may not have a mailbox or receive mail at the campground.

NOW THEREFORE, the parties hereto freely and voluntarily enter into the following agreement: Camper is defined as up to two adults and their unmarried, dependent children.

Unit is defined as your personal RVIA approved recreational vehicle including a travel trailer, camper, or fifth wheel. All camping units 10 years or older must be pre-approved by the resort owner, prior to moving the unit onto the campsite. Any camping unit cannot remain or be renewed on site if older than 15 years old unless approved by Resort. All camping units must be approved before placement of unit on site.

Park Models allowed only on designated sites, #361-368.

Camper shall not, voluntarily, involuntarily or by operation of the law, assign this Agreement, in whole or in part. Camper shall not, voluntarily, involuntarily or by operation of the law, assign the whole or any part of said campsite or any personal property located thereon or permit any other persons to occupy the same. Any attempt to assign or the same without prior written consent of Resort shall cause this Agreement to be deemed null, void and of no further effect immediately.

Acceptance of payment of seasonal fee, in whole or in part, from any other person by Resort shall not be deemed to be a waiver of any of the provisions of this Agreement or to be consent to the assignment.

Water will be turned on and off according to the discretion of the resort. Normally water will be turned on around April 15th and shut off around October 15th.

If the camper chooses to move out before the end of agreement – no refunds will be given for any reason. Camper is liable for any balance owed on contract and must be paid in full before moving out. Any sale or early removal of a camping unit will immediately void the camper's agreement with no refunds or pro-rations.

Agreement can be terminated at the discretion of Resort without a refund by owner for violations of rules, such as but not limited to non-payment, unruly behavior, physical or verbal fighting, and disorderly conduct. Trailers will have to be removed from the park within 7 days of notification.

Sale of Camper on Site: The extended stay agreement cannot be sold with your unit. If you sell your unit it must be removed from the site immediately and your contract is null and void. At no time can "FOR SALE" signs be displayed in the Resort. The Resort does not allow the sale of RVs on seasonal sites.

Park Model, sites #361-368, sales must go through the Resort. The Resort has a Right of First Refusal. Stoney Creek will charge a 7% fee on the selling price of unit and personal property. Seasonal fees do not carry over from one camper owner to another.

No Assignment, AirBNB or Shared Family/Friend Use: Only the Camper named in this Agreement may lodge in the Unit. At no time may a person(s) who is not on this agreement stay in the unit without a registered extended stay camper. The Camper may not list the Unit or Campsite on a sharing site such as RVshare, Outdoorsy, AirBNB, VRBO or any other service or advertising forum. This agreement is not assignable or transferable. Listing a unit on a sharing site by a Camper constitutes a voluntary termination of this Agreement.

Electricity: An additional meter deposit for each site of \$75 is required for (new extended stay camper) which will be refunded upon the campers departure, minus monies owed. Each camping unit is to be plugged into its own electric box on the camper's campsite. There is a fee for the electric usage. Electric bills will be three to four times throughout the season. All bills must be paid by the due date mentioned on said invoice. Past due bills will accrue a \$5.00 per week late fee. If Camper's utility bill is delinquent, in addition to other remedies, Resort may disconnect the utilities to the campsite. Camper shall pay a reconnect charge to Resort of \$50.00. Each camper may put a lock on their individual electricity if they wish. No generators of any kind are allowed.

Golf Carts: Prior to Camper operating a golf cart on Resort property, Camper must obtain from Resort a registration tag for golf cart and furnish proof of insurance. Proof of insurance shall be furnished annually. The tag must be obtained annually. Annual registration fee is \$10 plus tax and due prior to driving on Stoney Creek property. Unregistered golf carts are not permitted on the Resort property. Only electrically powered golf carts will be allowed on the grounds of Stoney Creek. No gas-powered golf carts are permitted. Any Extended stay camper driving these vehicles on Stoney Creek property MUST BE 16 years of age and have a valid motor vehicle driver's license. Each person under 18 years of age must be registered in the office with their driver's license before being allowed to drive a golf cart on grounds. Guests of Extended stay camper must follow the golf cart rules for the overnight campers and register in the office and receive a golf cart driver wristband. Guests must be at least 18 years of age to drive your golf cart. All Golf Carts must have the site number visibly displayed on their golf cart. Please do not drive on resort grass at any time. If rules are not followed, golf cart registrations can be terminated by the park at any time. Extended Stay Campers are allowed only ONE golf cart per site unless approved by management. Drinking and driving is prohibited for all vehicles including golf carts and ATVs.

ATV's: ATV's may be ridden from campsite to ATV trails. No joy riding is allowed on Resort premises. Speed limit in Resort is 5 mph. If rules are not followed, ATV privileges can be terminated by the park at any time.

Guests: A guest is someone defined as anyone visiting you while you are here. Any guests of Camper must register at Resort's office and get a car pass for their vehicle and a resort band for each visitor. The guests' vehicles must be parked in designated parking spots with a visible car pass. This is required regardless of time at the park and amenities used. All persons on Stoney Creek RV Resort property must be registered and wearing a resort band. The resort reserves the right to accept or reject anyone on the property. The camper is responsible for the conduct of their guests and shall be personally liable for any personal injuries or property damage arising from the actions of such guests.

As a seasonal camper, you are allocated 25 one-day visitor passes for use by your guests during the season. These one-day passes are equivalent to our overnight campers resort bands. They do not include access to Mini Golf and Laser Tag. Those amenities can be purchased separately. **You cannot use more than 5 one-day passes in one given day.** Effective in 2025 for seasonal guests, visitor passes are only required for

guests 21 years or older. Minor guests, such as grandchildren or friends of your children, under the age of 21 may visit without counting against your allotted visitor passes; however, they must still be registered at the office and receive a resort band at no additional charge. At no time can any minor guest stay at your unit without you, the Camper, being present. If you put up a tent on the seasonal site for your guest, the tent must be registered with the office ahead of time and you must pay the overnight camping fee of a tent with the office.

If we find that you are not registering your guest or opening the seasonal gate for them to enter the property, the Resort will revoke your free guest passes, take back your gate opener permanently, and may terminate this agreement in full.

Seasonal All-Inclusive Resort Bands: As a part of your check-in packet at the beginning of the season, you will receive a resort band for every member of your registered family (Camper is defined as up to two adults and their unmarried, dependent children). These seasonal resort bands are required to be worn while on property and give access to the park, our scheduled free activities, and the following amenities: Swimming Pond with wrap around beach, WIBIT systems, Jumping Pillow, Pools, Mini Golf, Playground, Basketball, Volleyball, Skatepark, Fishing Pond, Horseshoe, Bean Bags, Gagaball, and Laser Tag. (Please note some amenities have limited availability/hours depending on the time of season). The Seasonal Resort Bands will be assigned to a member of the Camper family and are non-transferable.

If you have a guest come visit for the day, they must register at the front desk and will receive a regular resort band. They will either use one of your 25 seasonal passes or pay the normal daily visitor fee (\$10-\$15 depending on season). The regular resort band (what our overnight campers receive) includes access to the park, our scheduled free activities, and the following amenities: Swimming Pond/beach/WIBIT, Jumping Pillow, Pools, Playground, Basketball, Volleyball, Skatepark, Fishing Pond, Horseshoe, Bean Bags, and Gagaball. Mini Golf and Laser Tag are not included and can be purchased separately.

Additional Seasonal Adult Campers & Resort Bands: Extended Stay Camper Seasonal campers have the option to purchase a season pass for any family member (21 years or older) they feel will be visiting often and want to save their 25 free passes for other guests. Starting in 2025, you may add your adult children (ages 21+) as additional "Campers" on this agreement. This allows them to stay overnight without you being present and without utilizing your visitor passes. The cost for adding an adult child to the agreement is the cost of the Seasonal All-Inclusive Resort Band (\$200 plus tax per person).

2025 Seasonal All-Inclusive Resort Band: \$200 plus tax, per person (ages 21+)

The Seasonal All-Inclusive Resort band includes access to the park, our scheduled activities and the following amenities: Swimming Pond with wrap around beach, WIBIT systems, Jumping Pillow, Pools, Mini Golf, Playground, Basketball, Volleyball, Skatepark, Fishing Pond, Horseshoe, Bean Bags, Gagaball, and Laser Tag.

All Resort bands are only valid for one season. Resort Bands must be worn at all times on grounds. Camper is responsible for their wristband; lost resort bands must be repurchased by the Camper.

Camper responsibilities:

Camper shall keep said campsite and all personal property located thereon in a state of cleanliness to stay uniform with the rest of the resort.

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, protective of the Resort's property and respectful of other Campers and 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 Occupying the Unit, 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 unit and personal property located on the Campsite. The insurance policy must provide coverage of the Camper's acts or omissions related to the Resort and Campsite. Camper must have liability insurance on all motor vehicles operated on the Resort, including golf carts and other vehicles which are not licensed for use on public roads. The Camper shall provide a copy of the insurance policies' Declarations pages to the Resort. If the unit is destroyed by wind, tornado, fire or other natural causes, management can condemn the unit. The unit must be removed within 2 weeks of it being condemned.
- d. The Camper shall maintain the Camper Unit according to the manufacturer's recommendations. The Camper understands that only RVIA-Approved Recreation Vehicles, which have been approved by the Resort and are less than 15 years old, may be placed on the Campsite.
- e. The Camper and Guests shall abide by all directions of Resort staff, obey all signs and signals on the Resort.
- f. The Camper and Guests shall not enter closed areas or other Campsites without permission.
- g. The Camper will not have Guests without giving the Resort notice and obtaining a visitor day pass for them.
- h. By signing this Agreement, the Camper acknowledges that the Camper has been given a copy of the Resort Rules. Camper agrees that the Resort may revise the Resort Rules at any time without notice. The Camper also agrees that the Camper has had the opportunity to inspect the Campsite and accepts it in its current condition as suitable for the Camper's Unit and intended use without modification. The Camper agrees to abide by and follow all applicable state laws, Resort rules and ordinances.
- i. The Camper agrees not to install or place any porches, decks, awnings, patios, gravel, or any other modification (other than lawn furniture) of the Campsite without prior written permission of the Resort. Any government permits or fees; compliance with all requirements; and, liability for any penalties, shall be the responsibility of the Camper.
- j. Any personal property taxes levied on the Unit and other Camper property are the responsibility of the Camper and not the Resort. Camper shall provide the Resort with evidence of payment of any such personal property taxes.
- k. Camper shall quietly and peacefully return said campsite in as good a condition as the same was upon commencement of this Agreement, ordinary wear and tear excepted. Upon termination of this Agreement, if Camper shall fail to remove from said campsite all of Camper's personal property Resort shall have the right to remove the same from said campsite. Camper grants Resort a lien upon said personal property for the actual and reasonable costs of removal and storage. The storage fee shall be \$10.00 (plus tax) per day or portion thereof.

Limitations on Resort Liability: The Resort desires to provide Campers with an enjoyable camping experience. However, camping and related activities occur in an outdoor recreational setting. There are aspects of any recreational experience that cannot entirely be controlled or made free of risk. The Resort 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, and 895.519 Wis. Stats.) limits the liability of the Resort and imposes duties on the Camper to take precautions for their own safety while engaged in recreational activities. The Camper and not the Resort is responsible for supervision and control of all Campers and Guests.

Reimbursement of Resort for Losses Caused by Camper: In the event that any action or omission of the Camper or Guests cause the Resort to pay damages to any other person or party, to incur repair, cleaning, security or law enforcement expenses, the Camper shall reimburse the Resort for those damages, as well as any attorney's fees and expenses incurred by the Resort.

Camper shall pay all costs, expenses and reasonable attorneys' fees that may be incurred or paid by Resort in enforcing the terms of this Agreement, unless otherwise prohibited by law. Resort may make such reasonable rules governing Resort's rules and use of said campsite as Resort deems necessary. Camper agrees to observe and comply with all rules. Violations of the rules shall be deemed a breach of this Agreement. Resort may make changes in the rules. Camper acknowledges receipt of said rules as shown at the end of this Agreement.

Winter Storage: The Resort may allow the unit to remain on the campsite during the period between the end of the season for which this agreement was executed and the commencement of the next season. The Resort's agreement to permit winter storage does not, in the absence of a seasonal agreement for the next year, obligate the Resort to agree to permit the camper to occupy the campsite in the ensuing season. The camper must properly prepare the unit for winter storage. During winter storage, no one may occupy a unit or a campsite except as permitted by the Resort.

Removal of Unit: At the termination of the agreement, the camper will remove the unit and all other personal property of the Camper from the Resort, quietly and peacefully. The Camper is responsible for removing the unit with appropriate care for the campsite and other campers, and to restore the campsite to its original condition.

- a. If a unit is not removed on or before the expiration date, the Resort will give notice to the Camper that the Camper has five calendar days to remove the unit or the Resort may remove the unit. A late removal charge of \$50 per day commences on the day after the expiration date. The late removal charge must be paid before the Resort will release the unit to the Camper.
- b. If a unit remains on the campsite or Resort after the removal period has expired, the camper agrees that the unit has been abandoned and is an abandoned vehicle under section 342.40 of the Wisconsin Statutes. The camper agrees that all other personal property inside and outside of the unit also is abandoned personal property. The Resort may remove the unit and personal property.
- c. The Resort may remove the unit by moving and placing the unit on other property of the Resort until the camper pays all fees due and retrieves the unit selling or disposing of the unit on terms which the Resort deems reasonable in the Resort's sole discretion.
- d. The Camper is liable for the Resort's expenses to remove and dispose of the unit, plus a flat fee of \$250 and monthly storage costs of \$50 per month. If the Resort sells the unit, the proceeds of the sale

belong to the Resort. The Resort may pay any net proceeds to the Camper at the discretion of the Resort.

No Transfer or Assignments of Agreement: This agreement is solely between the named Camper and the Resort. 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.

General Terms and Conditions: The Resort shall not be deemed to have waived any requirement of this Agreement by failing to enforce terms of the Agreement. This Agreement, together with the rules adopted by the Resort, are the entire contract between the Resort and the Camper. The Camper agrees that no representations are included in this agreement. No oral modifications of this agreement are enforceable. If any provisions in this agreement are invalidated by any law or court order, the remaining portion of the agreement shall continue to apply. This agreement is controlled by Wisconsin law. All disputes involving the agreement are to be resolved in the Trempealeau County Circuit Court. Any representations, discussions, questions or modifications of the terms and conditions of the camper's admission to the Resort have been integrated into this Agreement. The camper does not rely on anything other than the terms and conditions of this Agreement.

Signatures: The persons signing below as the Campers 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 Resort.

The undersigned campers understand that our admission to the Resort may be terminated by the Resort, at any time in the sole discretion of the Resort.

Campers Signature:

Signature

Signature

Printed Name

Printed Name

Resort Signature:

Signature

Date

2025 Extended Stay Rules and Regulations

Gate Opener: Each seasonal site will receive 1 gate opener for the seasonal gate. If you would like more than one you can purchase another one for \$30.00. The gate openers take 9V batteries and you may need to purchase and replace them. The opener must be returned at the end of agreement or a \$30.00 charge will be applied. Please note that only extended stay campers are permitted to enter the Resort through the seasonal gate. Your visitors must arrive through the main entrance and register before entering. Extended Stay Camper cannot open the seasonal entrance gate for any visitors. If we find that you are not registering your guest or opening the seasonal gate for them to enter the property, all passes and gate privileges will be revoked.

Car Passes: All campers will be given car passes for their cars that allow them into park. Any vehicle without a car pass will be questioned and could be towed away at camper's expense if the owner of the car cannot be found. A limit of 2 cars per site. Other cars must be parked in overflow parking. No parking in the grass. Do not park in your neighbors driveway or unoccupied sites without permission.

Storage Buildings: One storage building is permitted at the rear of your site. Consult with management for design and location approval before any construction begins. No wood or metal sheds will be permitted. Any changes to your existing shed and unit must be approved first. That also includes steps or decks. All anchoring systems to a shed or unit must be done from the inside. No exterior anchors of any kind may show on the outside.

Grey Water: Wisconsin State Law prohibits the dumping of sewage tanks or grey water tanks anywhere on the grounds except at the designated dump station.

Sewer: All sites are required to have an elbow sewer adaptor connecting their sewer hose to the sewer pipe. Due to our sewer system at no time can disposable wipes or any sanitary items be flushed. They advertise that they are flushable, but they are not. Please use only RV approved toilet paper.

Keys: We recommend leaving extra keys to your unit in the office to be used for emergencies only. This is only a recommendation.

Mowing/Weeds: Weekly site mowing and trimming is included in your fee. All outside possessions must be put inside your camper or in your storage building on weekdays when mowing occurs. If we have to take items down to mow we will charge the site \$5 per ornament, each time. Weeds on gravel pads are the responsibility of the extended stay camper. Please no parking on the grass at any time.

Bushes, Flowers, Trees: Planting, cutting, digging, or damaging any bush or tree is prohibited. Flowers may be planted on your site with prior management approval. Trees or shrubs on the site are the property of Stoney Creek and may not be removed for any reason.

Clotheslines: Portable clotheslines and rope tied to trees are prohibited. You may hang out towels after swimming. A collapsible clothesline may be used behind your unit only and items shall be removed as soon as they are dry.

Rugs/Tents: To preserve the grass we do not allow rugs to be put on the grass area at any time. If you put a tent up on your site, it must be moved every 3 days to not destroy the grass. Please note that extra fees apply for tents.

Lawn Ornaments: Please keep all lawn ornaments to less than 2 per site. At no time are any political signs to be put on any site. Reminder: The lawn ornaments must be taken down on Sunday night and not put back up until Friday after mowing is done.

Picnic Table & Fire Ring: We will provide one table and one fire ring per site.

Firewood: Only wood and paper may be burned in the fire ring; no nail embedded wood, pallets or construction debris is allowed. Outside firewood may not be brought into the Resort from outside Trempealeau County per Department of Natural Resources and the State of Wisconsin. Fire ring may not be moved without prior permission from management. **All firewood must be inside your shed, not stored outside.**

Electrical: Stoney Creek encourages all campers to use a “quality” surge suppressor on their RV. Stoney Creek’s wiring is all modern and meets or exceeds all electrical codes; however, to protect your equipment from unforeseen circumstances or acts of God, we encourage a quality surge suppressor.

Water Usage & Dumping: Water at the Resort is turned on each season approximately the 15th of April and turned off approximately the 15th of October depending on the weather conditions. The Resort operates on the City of Osseo’s water and sewer systems. These utilities are metered, so your conservation efforts are appreciated. The City of Osseo recently announced a new water filtration system is being built in 2023-2024 and the water rate was increased over 55%. Please note the water pressure ranges from 60-75 lbs. A water pressure regulator on your hose is recommended. The gray water valve on your unit may be left open, but we prefer the black water valve be closed and you dump as needed.

Water “Y”: These valves are not allowed according to the State Health Department. Stoney Creek installed “Ts” on each seasonal site so each site will have 2 water faucets. The State Health Department inspects the Resort periodically and fines will be imposed to the seasonal in if faucet is found with a “Y”

Watering Yards: Watering of your yard is permitted but only after 6:00 p.m. for not more than one hour.

Portable Pools/Tubs/Kiddie Pools: Portable Spas/Hot tubs are not permitted in the park. Small “kiddie pools” with less than 5 inches of water are permitted but must be placed on concrete or gravel at site, not the grass. They also must be removed when not in use and not left unsupervised.

Washing of Campers/Vehicles: Washing of campers or vehicles is allowed but requires an additional fee. Before washing your camper/vehicle, alert the front desk and pay the wash fee. You will receive a wash cone which will need to be displayed when washing and returned to the office when finished.

Construction, Additions or Changes to Site: All must be approved in writing by owners of Resort before anything is changed or constructed.

Pet Policy: Extended Stay Campers are permitted up to 2 large dogs or 3 small dogs per site. All pets must be registered. No aggressive dog will be allowed on property. Please remember the following rules:

- Always keep your pet on a leash, under your control, and quiet
- They should not be left unattended
- You must clean up after your pet immediately. Dispose of your pet's waste in a garbage/dumpster; do not put it in a fire pit. (\$50 clean up fee will be charged if not followed)
- Pets are not allowed in any building, rental unit, pool area, swimming pond, beach, playground, mini-golf, or jumping pillow.
- Dogs are not allowed to dig holes. If pet(s) destroy the yard/grass you will be charged the amount to bring the site back to the original condition.

Quiet hours: Quiet hours are in place all season from 11pm to 7am. No outdoor radios, tv or speakers allowed. Noise such as talking, or vehicles should not be heard by your neighbors during these hours. Curfew is 10pm, all children (under 18) are required to be back at their site by 10pm. Golf carts are not permitted to be driven after 11pm. All visitors must leave the park before quiet hours begin.

Recycling & Garbage: It is the responsibility of the Camper to dispose of their garbage items in their respective containers. PLEASE NOTE: The dumpsters are for Household garbage only. You cannot dispose of electronics, batteries, furniture, construction materials, carpet, appliances or other prohibited garbage.

Conducting Business: Campers are not allowed to conduct business of any kind without written consent from resort owners.

Safety: Camper specifically acknowledges that the Resort does not maintain a lifeguard on duty at the Resort's pool or pond. On behalf of Camper and their children, guests and any other persons associated with Camper, Camper assumes full responsibility for their safety while using the pools or pond. We highly recommend life jackets for all ages while swimming in our pond and pool. We REQUIRE life jackets for all ages on the WIBIT inflatables in the swimming pond.

The resort reserves the right to accept or reject anyone on the property.

Please remember that we want Stoney Creek RV Resort to be a place of fun and relaxation. If at any point during your stay you are not happy here, please contact Joyce to discuss your options. We do not condone gossiping or bullying of any kind. Stoney Creek RV Resort has the right to terminate contracts and/or reject renewals at any time, for any reason.

Camper Name: _____

Camper Name: _____

Site Number: _____

Street Address: _____

City, State, Zip: _____

Email: _____

Phone Number(s): _____

Dependent Children (under age 21)

Name: _____ Age: _____

Name: _____ Age: _____

Name: _____ Age: _____

Name: _____ Age: _____

Additional Adult Camper (age 21+) \$200 for Seasonal Resort Band

Name: _____ Age: _____

Relationship: _____ Paid: _____

Name: _____ Age: _____

Relationship: _____ Paid: _____

Name: _____ Age: _____

Relationship: _____ Paid: _____

Do you have an electric golf cart? Yes No Make: _____ Color: _____

Insurance Policy Information & Expiration Date: _____

Will you have an ATV? Yes No

Do you have dogs? **Yes** **No**

If yes, How many? _____ List Breed(s): _____

Reminder: Extended Stay Campers are permitted up to 2 large dogs or 3 small dogs per site. No aggressive dog permitted on property.

Payment Option: **A** **B** **C**
(circle one)

Your signature acknowledges that all campers and family members have read and understand Stoney Creek Recreational Properties, LLC rules as well as this agreement.

WE RESERVE THE RIGHT to interpret and enforce all the rules for the benefit and safety of all.

Signature Extended Stay Camper / /
Date

Signature Extended Stay Camper / /
Date

Signature Resort Management / /
Date