



Paradise Camping Resort

Seasonal License/Contract 2010

**Paradise Camping Resort
11122 Station Street
PO Box 96
Garden Prairie, IL 61038
(877) GO-CAMP-1**

Paradise Camping Resort
A company of Paradise Park Inc.
SEASONAL SITE LICENSE / CONTRACT
Introduction

Paradise Camping Resort is owned and operated by Paradise Park Inc., an Illinois corporation (hereinafter referred to as "Paradise Park"). The person or persons signing the contract for the use of an RV site is/are referred herein as the "Seasonal Camper," whether singular or plural.

This contract provides for the occupancy and use of a specific RV site and for the use and enjoyment of the common facilities at Paradise Park for the 2010 season in accordance with the terms of this contract and the rules and guidelines of Paradise Park. This contract creates a license and does not create any ownership or leasehold interest in any RV site or in Paradise Park.

Site assigned or renewed: _____ Camper Initials _____
Paradise Park Initials _____

Licensee's

This license allows for two adults and their children under the age of 21. Each site includes the right to park one camping trailer and two vehicles. Additional vehicles (storage or towing trailers) shall be placed in the storage area (See Office for further details). You may add additional immediate family adults to your license/contract for a fee of one-hundred dollars (\$100.00) per adult per season (examples Mother, Father, Daughter, Son-in-Law). This will give them same rights as you and no visitor registration requirements will be needed. This is an option, not a requirement. If this option is not chosen, then the normal visitor policy applies.

Liability

The Seasonal Camper agrees to hold harmless, to release from liability, and to waive all causes of action against Paradise Park, Inc., it's officers, directors, owners, stockholders, agents, employees, and staff for any personal injury or property damage related to occupancy and use of an RV site and the use and enjoyment of the common facilities, including both man-made and natural, at Paradise Park. This provision applies to the Seasonal Camper as well as to any family members occupying the RV site as identified below or for any visitors to same. See Insurance section of this contract for further obligations of the Seasonal Camper.

The Seasonal Camper agrees to indemnify Paradise Park and to pay any and all fines, court costs and attorneys fees incurred by Paradise Park as a result of any legal action or fine levied against Paradise Park as a result of any law or code violation resulting from action(s) by any such

Seasonal Camper.

Non-Assignability

This contract cannot be assigned by the Seasonal Camper to any other party. Paradise Park expressly reserves the exclusive right to assign the above RV site if a licensee vacates the site OR at the expiration or termination of this contract. No licensee may trade RV sites with another or move to another RV site without the express approval of Paradise Park. Such approval will be evidenced by the execution of a new contract. Neither does sale of your RV unit entitle the purchaser to use of your assigned site or to assume any interests under your contract.

Early Termination

If any person or entity makes a payment to Paradise Park to reserve/guarantee site availability, such payment shall be non-refundable and will be applied towards future amounts due and owing to Paradise Park. If the Seasonal Camper pays the seasonal rate and leaves the RV site before the end of the season they already paid for is over, no refund of any payment or deposit will be made and such amount shall be deemed as liquidated damages for the lost revenue to Paradise Park for that site for such seasonal site. The Seasonal Camper agrees to pay any outstanding fees or charges due Paradise Park. Paradise Park reserves the right to terminate this contract and with it the occupancy and use of the above RV site and the use and enjoyment of the common facilities at Paradise Park for violation of the terms of this contract and/or the rules and guidelines, for failure to timely make any required payments to Paradise Park, or when the conduct of the Seasonal Camper, their family members, or visitors, interfere with the enjoyment of Paradise Park by others. In the event such a termination occurs by management, no refund of any payment or deposit will be made and the Seasonal Camper must pay any outstanding fees or charges due Paradise Park.

Pump outs from your RV

Paradise Park assumes no responsibility for plugged tanks or sticking valves. Maintenance and lubrication of valves is the responsibility of the Seasonal Camper. Chemicals and rapid dissolving toilet tissue must be used. Please remember to leave a small amount of gray water. If there are any questions, contact the Office. If the Seasonal Camper is notified certain RV valves need repair, that RV will not be pumped until such repair is approved by the staff of Paradise Park. Such repairs are the sole obligation of the Seasonal Camper and not Paradise Park.

Site Alterations and Sheds

No site alterations such as bushes, trees, patio blocks, or other fixtures may be installed or placed on a site without the consent of Paradise Park management. Upon installation or placement on the site, such items shall be the property of Paradise Park and may not be removed. However, if a Seasonal Camper leaves Paradise Park or moves to another site, any decks

(or other similar structures) must be removed and taken with said Camper, otherwise such decks (or other similar structures) will be disposed of as Paradise Park sees fit.

Sheds are not permitted on a site unless they are of the molded plastic style and secured by anchoring system similar to those of Decks. All propane or other fuel tanks must be secured.

Decks

Decks are permitted with approval of the office and a signed deck building agreement. Each deck will need to be constructed per county building codes and a permit will need to be acquired. Please see office for all requirements and procedures. Please see the office before any plans are made for restrictions and requirements.

Sale of Camping Units

In the event that the Seasonal Camper puts his/her camping unit (i.e. trailer, motor-home, pop-up) up for sale, the Seasonal Camper must notify management and pay a listing fee of One Hundred and Fifty Dollars (\$150.) before the trailer may be listed in the park. Then "For Sale" signs are permitted on the camping unit. In the event that Paradise Park obtains a buyer for the camping unit, the Seasonal Camper agrees to pay, an additional commission of five percent (5%) of the sale price upon receipt.

Upon the sale of the camping unit, the Seasonal Camper must give notice to Paradise Park as soon as practicable.

Upon termination of this Agreement, upon sale of the camping unit to another party, or before the Seasonal Camper removes his/her camping unit from Paradise Park, the Seasonal Camper must pay in full any outstanding amounts due Paradise Park,

Sale of the Seasonal Camper's camping unit does not entitle the purchaser the use of the Seasonal Camper's site nor does it impose any obligation to Paradise Park to contract with the purchaser for use of the Seasonal Camper's site or any other site. In order for the purchased camping unit to remain on the Paradise Park premises, the purchaser must enter into a new contract with Paradise Park or arrange for storage.

Seasonal Camping

The camping season will begin April 16th and end October 31st (weather permitting). The season includes all weekends, 3 holidays and 15 vacation days for a total of about 76 days. Extra days are charged \$10.00 per day. Check out time for a Seasonal Camper is 7:00 PM. Paradise Park reserves the right to temporarily restrict access to the Park and its sites for safety reasons and/or unforeseen circumstances or concerns. Paradise Park reserves the right to close down any portion (or the whole) of Paradise Park grounds for extenuating circumstances (i.e. tornado,

flood, etc...) Seasonal Camper agrees that no refund shall be given for any lapse in access to the Park or any portion thereof.

Insurance and License Plates

All Seasonal Campers must maintain their own insurance for any and all damages to their property and equipment or personal injury to themselves, family, or guests while at Paradise Park. It is fully understood that Paradise Park is not responsible for my damage to the property of a Seasonal Camper and that Paradise Park is not responsible for any injuries to the Seasonal Camper or to any of the Seasonal Camper's family or guests. No contract will be execution will be considered by Paradise Park Inc. without a valid insurance certificate.

Upon the execution of this contract or otherwise at the request of Paradise Park, the Seasonal Camper must submit a current certificate of insurance to Paradise Park.

All camping units must be licensed as required by law, and license plates must be properly displayed and visible. All units are subject to inspection by the appropriate state or local authorities for compliance with licensure laws.

Damages and Surveillance

Seasonal Camper agrees to pay Paradise Park for all costs associated with repair or replacement of Park property damaged by the Seasonal Camper and/or their Guests.

Seasonal Camper agrees and acknowledges that the Park's grounds are treated as public for purposes of security surveillance and Campers have no reasonable expectation of privacy accordingly. Seasonal Camper acknowledges that security cameras are necessary to promote the safety of all Campers and Guests and hereby waive any and all objections to their use.

Electric Meter Rental Charges

All Seasonal Campers shall pay a \$35.00 meter rental charge at the beginning of their camping at Paradise Park. A Seasonal Camper shall not be allowed to begin camping until this fee is paid. The Seasonal Camper's electric meters will be read during the second seek of the month. Bills based upon each month's reading are due and payable by the 30th of that month. Each Seasonal Camper recognizes that it is their responsibility to contact Paradise Park to determine the amount owed for their respective use of electricity. The Seasonal Camper agrees that Paradise Park may submit bills to the Seasonal Camper as a courtesy, however, this in no way relieves the Seasonal Camper's obligation to make his/her required payment at the end of each month. The rate charged per kilowatt hour will not exceed the rate charged to Paradise Park by the electric utility company. If the Seasonal Camper's electric bill remains unpaid for two consecutive months, Paradise Park shall have the right to terminate electric service

and the Seasonal Camper agrees to assume all responsibility for any resultant loss of perishable items. Electrical service will be reinstated after Seasonal Camper pays in full any outstanding amount due and owing in addition to a \$15.00 reconnection charge. Interest of 1.5% per month will be charged for late payments in addition to a \$5.00 late payment penalty. If a Seasonal Camper's Electric service is terminated at any time, Seasonal Camper agrees to pay Paradise Park a deposit of up to an amount representing the cumulative total amount billed for the two months prior to termination of the electric service as a condition to restore said electric service.

Payment by Credit Card

In an effort to assist the Seasonal Camper in paying his seasonal charges, Paradise Park will allow a Seasonal Camper to leave a credit card on file to pay or otherwise authorize credit card payments for those services as identified by the Seasonal Camper. More information on this service will be available at the Office.

Visitors

There will be a \$2.00 per person per day fee charged for all visitors 21 years of age and older. This is for the entire season and not just weekends. All visitors must stop and register in the Office with an adult. All visitors must check in prior to Office closing to be admitted to park. If the guest is not accompanied by an adult over 21, then the seasonal site adult must come to the Office to register the guest. It is the responsibility of the Seasonal Camper to inform their visitors of this policy. If they do not register at the Office, they may be asked to leave. We will automatically charge your account for your visitors rather than collect the fee from them. If you wish to prepay for your guests, this may be done by stopping in at the Office. If your guests are staying in your RV overnight, you will be only charged the visitor's fee of \$2.00 per person per day. If they put up a tent or set up a camping unit, the charge is \$20.00 per night per tent. Guests must leave by 10:00 pm on Friday and Saturday and 5:00 pm on Sunday, except when attending a Paradise Park sponsored function, then the time is adjusted to one-half hour after the end of the function. Please inform your guests to leave their pets at home. No guest's pets will be allowed.

Pets

Paradise Park and the Seasonal Camper recognize that camping with their loved ones and pets is important. It is further recognized that pets within the camping resort should be properly cared for, properly contained, and should not interfere with the enjoyment of other campers. As such, Paradise Park and the Seasonal Camper agree to the following:

1. That all pets shall be registered by name of pet, name of owner, tag information, and general description with Paradise Park.
2. There will be a limit of two pets per campsite.
3. Paradise Park reserves the right to remove any pet for any reason

and at any time; these reasons may include but are not limited to:

- a. Pets that cause disturbances (such as by barking, snarling, growling, etc...)
 - b. Pets that invade the privacy of another camp site, flowerbeds, shrubs, yards, etc; and
 - c. Seasonal Camper fails to keep campgrounds clean of pet litter at any time
4. That Seasonal Camper shall clean up after his/her pet(s) at all times throughout the park.
 5. Pets shall not be left outside of the trailer on the campsites unless they are under supervision.
 6. All other requirements for pets and pet owners as written in the 'Additional Guidelines' remain in full force and effect and are not limited by this section.

Lifeguard

The Seasonal Camper acknowledges that there will be no lifeguard on duty. The Seasonal Camper is responsible for his/her family and guests around any pool, water, ponds or river at Paradise Park. Using the ponds or river will be done at your own risk. There is absolutely no swimming in either fishing ponds. Swimming should be confined to the beach area only.

Camping Units

Any camping unit (i.e. RV) shall be owned by the camper. If such camping unit is not owned by the camper, camper shall provide to Paradise Park a signed affidavit from such owner of the camper giving express permission and acknowledging that Paradise Park has the right to hold their camper unit in storage until such time that the account has been paid in full. Camper shall provide the make or model or other description of the camping unit with any identifying numbers (vehicle identification number, license plate, etc.) at the end of this contract.

In the event that the Seasonal Camper has delinquent charges of \$500.00 or more, the Seasonal Camper grants Paradise Park a lien on the camping unit for the amount owed. In the event that the Seasonal Camper leaves his/her camping unit on the site after the close of the season without obtaining a renewal for the next season or arranging for storage, Paradise Park reserves the right to remove the camping unit from the site and place it in storage. The Seasonal Camper is liable for all storage fees. The Seasonal Camper grants Paradise Park a storage lien on the camping unit and appoints Paradise Park or its attorneys as his/her attorney to foreclose on such lien and/or to sell the camping unit after reasonable efforts are made to get the Seasonal Camper to remove the camping unit. The rights listed in these paragraphs shall in no way limit Paradise

Park's right to pursue recovery of any owed arrearage or equitable relief through any other legal avenues of recovery.

Trailer Moving and Repairs

Trailers that are pulled onto a site must be put on and taken off only by park owned equipment. No vehicles will be allowed on grass area for movement of trailers. If repair work needs to be done on your unit and another individual or company is going to do the work, see the Office for procedures. All service and repair companies or individuals will need to be approved by management and have a certificate of liability and workman's compensation on file with the office prior to entering the park. This includes any company or individual performing a service for you as well (ie. Trailer repairs, trailer washing, satellite dish installation or repair, etc.) All of the above services or repair as well as new trailer deliveries will require prearranged appointments made with the Office.

Golf Carts

Golf Carts are permissible at the Resort providing the camper has a signed golf cart agreement with the office. Rental carts are available for both the season and by the day, see office for details. Even if you own your own golf cart and wish to use it at the resort, you will be required to sign a seasonal owned golf cart agreement and are responsible to pay the cart license fee. Any violations to the golf cart rules will be accessed a fine and will be accessed to the campers balance for payment.

Enforcement

In the event that Paradise Park takes any legal action to enforce the provisions of this contract and prevails, the Seasonal Camper shall reimburse Paradise Park for any and all reasonable collection fees, attorney's fees, and court costs incurred in connection therewith.

By executing this contract, the Seasonal Camper agrees to comply with all the terms of this contract and with the rules and guidelines of Paradise Park as attached (See Attachment) and agrees that this contract constitutes the complete agreement of the parties and includes no other terms or conditions. Any Seasonal Campers whom breach any terms of this license/contract or whom fails to comply with said rules and guidelines of Paradise Park, may have their license revoked at the discretion of Paradise Park.

Seasonal Rates for 2010

(April 16th to October 31st weather permitting)

* Seasonal Site	\$1,950.00 (if seasonal camper in 2009, price is \$1,925.00)
Trailer washing water use fee	\$5.00
Seasonal Grass Cutting	\$230.00

*See page 10 for payment options and applicable discounts.

Initials _____ / _____

Paradise Camping Resort 2010
Seasonal License / Contract

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• **ADDITIONAL GUIDELINES**

The following are the rules and guidelines for the 2010 season. Please keep in mind that you are responsible for your actions as well as your guests.

- ❖ All Seasonal Campers and their Guests must obey all Park signage (i.e. stop signs, no parking, etc...) Drive slowly, remember the speed limit is 10 miles per hour and will be strictly enforced.
- ❖ **All Seasonal Campers are responsible for keeping their sites neat.** If your site is not properly maintained, management reserves the right to mow and/or clean the site and bill you at double the regular fee. Such action by management does not release you from your violation of this rule.
- ❖ Children under the age of 16 are not to leave the campground unless with an adult. No children under the age of 21 are to be left in the campground unattended.
- ❖ You must be 21 or older to use a camping unit without adult supervision, and you must have prior consent of the unit owner. The office must be notified, in advance by the unit owner.
- ❖ Quiet time is 11:00 pm. Children must be on site by 10:00 pm, unless attending a Paradise Park sponsored function before the curfew time begins, then the time is adjusted to one-half hour after the end of the function. No bicycle riding, scooters, rollerblading, skate boarding or any other sport related method of transportation after dark.
- ❖ You are responsible for all damages that you, your family, or any of your guests cause.
- ❖ All pets must be on a leash and picked up after, even when on your own site... Don't let them cause a disturbance to others. They are not allowed in swimming lake, on beach, in showers, or in the bathrooms. Dogs must be on a 6' non-expandable leash, at all times and in all places--no exceptions. All dog walkers must be capable of controlling dog in all situations. This person must be capable & responsible for cleaning up after said dog also. Dogs are not to be left unattended at site. If this rule is violated, you will be asked to leave your pets at home. Visitors need to leave pets at home.
- ❖ Parking on your neighbor's site is prohibited *even if permission is granted by your neighbor.*
- ❖ No fishing anywhere in the swimming lake. Fishing ponds are catch and release. Worms and artificial bait only.
- ❖ No mini bikes, ATV's, motor driven or electric scooters or any motor driven off road vehicles are allowed. See management for parking locations in the storage area. No motorcycles are allowed unless the motorcycle is the primary means of transportation to and from Paradise

Park. Medical scooters are allowed to be used if accompanied with a physician's letter of necessity for medical reasons.

- ❖ Don't leave your water hose running outside for any reason.
- ❖ No burning of pallet wood, green wood or chemically treated wood. No burning of garbage of any kind in a campfire... Keep wood piles neat. Campfires must be out before retiring. Paradise Park provides Fire pots for use by weekenders and monthlys only. Seasonals need to provide their own if desired.
- ❖ No firearms of any kind are allowed in Paradise Park. Police or law enforcement groups may be granted a waiver with the approval of management. No fireworks are allowed in the park at any time.
- ❖ No camper can host a similar event in the park on same weekend park is hosting that event or similar event, (Luau, Pig Roast, etc.) Campers must obtain prior approval of management to host large events.
- ❖ The management of Paradise Park, Inc. reserves the right to interpret rules and policies as individual situations and needs arise.
- ❖ There is positively No Smoking in any buildings/pavilions or within 15 feet of any buildings in the Park in accordance with state law.
- ❖ Campers must comply with any and all applicable Federal and State laws and local ordinances.

Payment Options & Discounts

1. You may pay the full seasonal fee by October 31st, 2009 and receive a \$100.00 discount if paid in cash or by check or a \$50.00 discount if paid by credit card.
2. You may also pay in installments, either by paying in three equal installments of 1/3 of the seasonal site fee due upon submission of your contract, 1/3 due on or before January 31, 2010, and the final 1/3 due on or before March 31, 2010. If you pay all your installments in full and on time by cash or check only you will receive a \$25.00 discount which will be credited to your last payment; this discount is not applicable to option one of this page.
3. Automatic credit card payment plans are available upon request to pay the seasonal fee in equal installments throughout the season. Contact the Office for details.

PLEASE CIRCLE YOUR CHOICE ABOVE. If any of your payments are received after the date they are due then a late fee of \$25.00 plus 1.5% interest on any unpaid installments due at that time will be added to the outstanding balance owed Paradise Park. All payments received, whether in

full or by installments, shall be deemed non-refundable.

By signing this contract/license you hereby agree to the gate card addendum previously agreed to.

Sign by _____ and _____ (owners of RV)

Please print

Name _____ Name _____

Phone () _____ 24hr Emergency () _____

Street _____ City _____ State _____ Zip _____

Email Address: _____

Extra Co-Licensee's _____ Extra Co-Licensee's _____

Extra Co-Licensee's _____

Please note: Adult children over 21 living at home are considered guests.

Unmarried children under the age of 21 living at home.

Name _____ Age _____ Name _____ Age _____

Name _____ Age _____ Name _____ Age _____

RV Make /Model _____ Length _____ Year _____

Trailer Vin #: _____ License Plate# _____

Approved: Paradise Park Inc.

By: _____ Title: _____ Date: _____

Paradise Park Inc.

DBA Paradise Camping Resort

11122 Station St, Garden Prairie, Illinois 61038 Tel (877) GO-CAMP-1

CONSENT TO PARTICIPATE AND RELEASE LIABILITY REGARDING TRAILERSPOTTING

I, the undersigned, do hereby state that I give authority to paradise Park Inc. DBA: Paradise Camping Resort (hereafter "PPI"), to physically move my trailer/rv.

I understand that there is a potential for damage to my property in transit and that by participating, I voluntarily accept and assume the risk of damage to my property.

I understand that the PPI does NOT provide any insurance coverage for my property.

I acknowledge that I am responsible for the protection of my property.

In exchange for moving my property, I agree to release from liability, agree to indemnify, and hold harmless PPI, and any PPI agent, officer, or PPI employee acting within the scope of their duties, for any damage to my property.

This Release shall be binding upon myself, successors in interest, and/or any person(s) suing on my behalf.

I have read the statements in this document. I agree with its terms and have voluntarily signed it.

I understand that this document is complete unto itself and that any oral promises or representations made to me concerning this document and/or its terms are not binding upon PPI, its officers, agents, and/or employees.

I UNDERSTAND THAT THIS IS A LEGAL DOCUMENT. I HAVE READ AND UNDERSTOOD THIS RELEASE AND I UNDERSTAND ALL ITS TERMS. I EXECUTE IT VOLUNTARILY AND WITH FULL KNOWLEDGE OF ITS MEANING AND SIGNIFICANCE.

This document covers the contract year 2009.

Legal Name (PRINT): _____

Legal Name (SIGN): _____

Date: _____