# *Rustic Acres Jellystone Park™*
# 2026 Seasonal Admission Agreement

**Names** _____

**Dependent Child &DOB** _____

**Dependent Child &DOB** _____

**Dependent Child &DOB** _____

**Dependent Child &DOB** _____

**Physical Address** _____

**City/State/Zip** _____

**Mailing Address** _____

**City/State/Zip** _____

**Home Telephone** _____

**Cell/Work Telephone** _____

**Email Address** _____

**Emergency Contact** _____

**Emergency Number** _____

**Insurance Company** _____

**Policy Number** _____

**Trailer Type/Year** _____

**Gate Card #:___253**_____

**Gate Card #:___253**_____

Campers, occupants, and family members, guests and invitees have read and understand the Campground 2026 Policies and Procedures, Illinois Law 745 ILCS 65, Photo/Video Usage Release, as well as the Seasonal Admission Agreement for 2026, and that all such individuals agree to be bound by and comply with the terms of this Agreement and such Rules & Regulations.

**Campsite No. :** _____

## *Seasonal Admission Term:*

**Limited access storage:**

**11/2/2025 - 4/14/2026**

**Camping season**

**Commencing / Ending on:**

**04/15/26 to 11/01/2026**

| **Seasonal Admission Fee** | |
|---|---|
| **Payment Due Date** | **March 15th, 2026** |
| **Admission Fee**<br>**Cash/Check**<br>**Discount Payment** | **$3,150.00** |

**Seasonal Admission Fee Payments by Credit Card will be $3,308.00**

***For Office Use Only:***

Signed Contract Received:_____/_____/_____

Seasonal Deposit Paid on: ____/_____/_____

Pmt Type (check #):_____

Paid in full on :_____/_____/202__

**Site Deposit (First time Seasonal)**

**(only if not previously paid)**

Date Paid: _____/_____/202_

Pmt Type (check#):_____

Deposit Due $250

Site: $200

Gate Cards: $50 $20 Nonrefundable

**Beginning Electric**

Last Meter Reading:

_____

Read on:_____/_____/20__

**Camper: By:**_____ **Date:**_____

**By:**_____ **Date:**_____

**Campground: Rustic Acres:** Robert "BJ" Davis, II & Jennifer Davis, Owners

**Agent for maintenance and collection of Camper Agreement:**

Robert "BJ" Davis, II & Jennifer Davis, Owners
Rustic Acres Jellystone Park™• 12246 Binney Road • New Douglas, IL 62074 • 217-456-1122
Email:camp.rusticacresjellystone.com • Website: www.rusticacresjellystone.com

| 2026 Rates | | |
|---|---|---|
| **Seasonal Fee** | **$3,308.00 (Paid by Credit Card)**<br>**$3,150.00 (Paid by Cash or Check)** | |
| **Winter Deposit is due by September 15th,2025.**<br>***If paying by card deposit is $367.50***<br>**Cash or Check Discount Payment is $350.00** | **Remaining balance is due by March 15th,2026.**<br>***If Paying by Card $2,940.00***<br>**Cash or Check Discount Payment is $2,800.00** | **If not paid by March 15th you will incur a $25/day fee until paid or agreement will be terminated If not paid in full by March 15th.** |

**A discount For Returning Seasonal Campers only:** $150 off if leaves are cleaned up by ***December 13th 2025*** **and** paid in full by ***January 17th, 2026***

******Please mail checks to 12246 Binney Rd New Douglas, IL 62074******

Gate Dates- to be open **10am- 4pm** conditions permitting the following weekends:
11/22-11/23, 12/13-12/14 (**12/20-12/21 RAIN DATE**)
Please Note the Store and Shower House **WILL NOT** be open these weekends.

**STORE OPEN HOUSE –Jan 17th2026 10am-2pm**

**Thanks for another fantastic season!**
**We hope your family has a healthy and blessed winter season.**

REVISED: 9/4/2025

**THIS SEASONAL ADMISSION AGREEMENT FOR 2026** (the "Agreement"), made and entered into by and between Rustic Acres, (hereinafter referred to as the "Campground") and the individuals identified on Page 1, jointly and severally, hereinafter referred to as "Camper" (subject to the further requirements below); The parties hereto freely and voluntarily enter into the following agreement:

**1.** Notwithstanding anything to the contrary set forth herein, the term "Camper" shall be further defined and interpreted to mean **no more than two adults and their unmarried dependent children under 21-year-old of the same household**. If you would like to add additional people to your site you can do so by paying a fee of $150 per person. This must be done at time of signing agreement.

**2.** A "Camping Unit" is defined as a **RVIA Approved Recreational Vehicle without canvas sides.** .

**3.** "Site" or "Campsite", as used herein, specifically refers to the Site Number referenced on page 1.

**4.** "Campground" shall mean Rustic Acres Jellystone Park™ located at the Property Address on page 1.

**5.** "Immediate Family" shall mean Mother, Father, Children and Grandchildren.

**6. 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.**

## 7. Term

a. Campground does hereby allow Camper Admission to Site during the term referenced on Page 1 for no more than a 6 month continuous time period between April 1st and October 31st.

b. Camper must notify in writing Campground 45 days prior to Agreement expiration if they have no intention of renewing Agreement. Failure to notify campground within 45 days, results in camper forfeiture of the Site deposit. Upon notification of agreement termination this Agreement terminates on **the last FULL weekend in October.** Camper must notify Campground in writing, with departure date, 60 days prior to leaving if Camper wishes to terminate the Agreement prior to the end of Agreement Term. Failure to notify campground within 60 days, results in camper forfeiture of the Site deposit. Upon notification of Agreement termination this Agreement terminates on **departure date set forth in written notification**.

c. Upon expiration or termination of this Agreement, Camper shall quietly and peacefully return the site to as good a condition as it was upon commencement of this Agreement, ordinary wear and tear excepted, including but not limited to removal of trash, leaves, and debris.

d. On or before the expiration or termination of this Agreement, Camper shall remove any and all of its personal property from the Campsite including the Camping Unit. For each day that the site is not cleaned and vacated after the last FULL weekend in October campground will charge a fee of $60 per day up to 6 days before the campground will remove items and charge in accordance with the Agreement. If Camper shall fail to timely removal from the Campsite any and all of its personal property, Campground shall have the right to remove said personal property from the Campsite, with a lien upon said personal property for the actual and reasonable costs of removal and costs of storage shall start at $10.00 per day doubling the 1st of every month. Campground shall not be liable for any damage incurred in moving said personal property and camping unit, nor for the safekeeping of same.

e. Holdover. If Camper remains in possession of the Campsite after the expiration or termination of this Agreement with the written consent of Campground but without executing a new agreement, Camper shall be deemed a month–to-month camper. The Camper is responsible for and agrees to pay the then existing Monthly Admission Fee (defined below) per month, in advance, during such month-to-month admission. Such month-to-month admission may be terminated by either party, effective as of the end of any calendar month, by twenty-eight (28) days' written notice to the other. If Camper remains in possession of the Campsite without the written consent of the campground, Camper shall pay Campground's damages arising from Camper's failure to vacate the Campsite, and in the absence of proof of greater damages, Campground's damages shall be deemed to be twice the amount of the Monthly Fee, apportioned on a daily basis or management can remove the camping unit and personal property. This provision does not waive any other right of the campground under this Agreement, at law or in equity.

f. If Camper requires the assistance of the Campground in moving or directing movement of Camper's Camping Unit and/or other personal property (i.e.: chairs, tables etc), such service will be provided at the convenience of the Campground, without assuming any responsibility for any damage to the Camping Unit and/or other personal property, at the going rate of $100 per hour with a one hour minimum. Such rate shall include an operator and necessary equipment normal to such moves. Campground's equipment shall not be loaned.

## 8. Camper Admission Fee

a. Upon signing this agreement campers shall remit payment of a non refundable Camper deposit of $350 if paid in cash or check and $362.25 if paid with credit card no later than September 15th 2025.

b. Campers shall pay, in full, a non-refundable "Camper Admission Fee" in the amount stated on Page 1 of this agreement on the date of execution of this Agreement ("Due Date").

c. In addition to any and all remedies available to the Campground under this Agreement and/or pursuant to the applicable law, the campground shall have the right to take the following actions and collect or recover damages as follows:

i. Assess the Camper a late fee of $25.00per day from the Due Date if any portion of the Camper Admission Fee remains unpaid ("Late Fee")`; and

ii. On the 15th day from the Due Date, if any portion of the Admission Fee remains unpaid, this Agreement will automatically terminate and camper shall forfeit the $250.00 site deposit.

iii. Collect from Camper any and all costs or fees incurred by campground associated with collecting any or all costs, Additional Late Fee and Termination Fee due under this Agreement; and

iv. Collect from Camper any and all attorney's fees incurred by the campground associated with collecting any or all of the Late Fee, Additional Late Fee and Termination Fee due under this Agreement.

## 9. Campsite Deposit

Campers shall pay, in full upon execution of this Agreement, a campsite deposit of $200.00, which such "Site Deposit" shall be subject to the following terms and conditions:

a. Said campsite deposit shall be held as security for the prompt, full and faithful performance by Camper of each and every provision of this Agreement.

b. The Campground is not required to hold the Campsite Deposit in any special or trust account, but may commingle the Campsite Deposit with other funds of the Campground. No interest shall be paid to the Camper on the Campsite Deposit.

c. If the Camper fails to perform any of its obligations under this Agreement, Campground may (but shall not be obligated to) apply part or all of the Campsite Deposit to cover: (i) the Admission Fee, (ii) any sum expended by the campground on Camper's behalf in accordance with the provisions of this Agreement, or (iii) failure to notify management 45 days prior to departure, (iv) admission fee outstanding for more than 15 days, or (v) campground's costs or expenses resulting from Camper's default (vi) failure to return gate cards in working order. The Campground's application of the Campsite Deposit shall not prevent the Campground from exercising any or all of its rights and remedies provided in this Agreement, at law or in equity.

d. If the campground applies the Campsite Deposit for any of the above purposes, Camper shall pay additional funds to the campground to restore the Campsite Deposit to its original amount within ten (10) days of the Campground's written demand.

e. Provided that the Camper meets all its obligations under this Agreement, the Campground shall return the Campsite Deposit within ***30 days*** upon the later of: (a) the expiration or termination of this Agreement, (b) Camper's surrender of the Campsite in accordance with this Agreement, or (c) Camper's timely payment of all amounts due under this Agreement.

## 10. Sale of Camping Unit; Sublease/Assignment of Campsite

a. Any sale or early removal of Camping Unit from the Site, without prior written consent of the Campground, will immediately VOID this Agreement, no refund or proration of the Fee will be made and Camper shall have no further rights or interests with regard to the Site after the date of such unauthorized removal. Camper and Campground agree and acknowledge that the Campground may immediately attempt to fill the Site following the voiding of this Agreement.

b. Any attempt by Camper to assign this Agreement or substitute another person as camper of the Campsite shall be null, void and of no effect, unless Camper first obtains the written consent of the Campground (which must be obtained each time Camper seeks to assign or substitute another user of the Campsite), which such consent shall be in the Campground's sole discretion.

c. In the event that Camper removes the Camping Unit from the Site without intent to return to Site (provided in writing to the Campground) with another comparable Camping Unit without prior authorization from the Campground, this Agreement will terminate on the date that the Camping Unit is removed, no refund or proration of the Fee will be made and Camper shall have no further rights or interests with regard to the Site after the date of such unauthorized removal. Camper and Campground agree and acknowledge that the Campground may immediately attempt to fill the Site following the voiding of this Agreement

d. Only upon prior written consent of the Campground, and subject to the below requirements, may Camper advertise the Camping Unit "For Sale" at the Campsite. The following requirements are applicable to said sale: (i) said Camping Unit shall be listed "For Sale" at the Campground store/office and on the campground website and (ii) "For Sale" signs shall not be posted at the Campsite or in or on said Camping Unit.

## 11. Reletting/Moving sites

a. Campground shall maintain a list of sites that campers can request. Requests will be valid 1 year from date of request after 1 year if not renewed will be removed from list.

b. Campers can request a maximum of 3 sites to move to.

c. In the event that a campsite becomes available during the season the Campground will reference the list of Site requests. If the site is not requested or chosen the Campground will move to a list of camper applicants. After being notified that a site is available the camper has a maximum of 24 hours to decide if they want said site. Upon choosing site Camper has 48 hours to move property to said site and have prior site cleared of personal items and cleaned for next Camper.

d. In the event that the Campground is notified a campsite will become available during the off season the Campground will reference the list of Site requests. If the site is not requested or chosen the Campground will move to a list of camper applicants. After being notified that a site is available the camper has a maximum of 48 hours to decide if they want said site. Upon choosing the site Camper has 1 week to move property to said site and have prior site cleared of personal items and cleaned for next Camper.

## 12. Electricity

a. Each Camping Unit is to be plugged into the campground electric box that is located on Camper's Campsite.

b. The electric meters will be read on **April 15th**, **July 15th**, and **October 15th** and Camper will have 15 days with which to pay the electric usage fee. Utility invoice setting forth the amount owed can be found on invoice link provided via email receipt upon payment of Agreement. **If fee is not timely paid by the end of the following month it is read, April 30th, July 31st and October31st respectively** electricity to the Camping Unit may be disconnected by the Campground. If electricity is not paid by the due date a late fee of per $25.00 will be assessed on the 1st day past due and $25 per week thereafter.

c. When electricity is disconnected due to non-payment or in arrears 45 days, it will result in a voided contract. If a Seasonal customer wishes to renew their contract, their Seasonal fee will be increased by a minimum of $300.00 for each subsequent year thereafter. Any repeated late payments will continue to raise their annual fees by an additional $300.00 for each delinquent occurrence.

d. All electrical fees must be paid up to date, prior to the removal of the Camping Unit from the Campground.

e. No generators may be used except during utility power outages.

## 13. Sewer Services

a. All sewer pump-out requests must be received by 6:00 pm on Wednesday each week. If request is received late, it will fall to the following week unless it shall be deemed a special request and subject to special request fees of $50.00 per pump-out. No pump-outs on weekends (Friday- Sunday) no exceptions.

b. Any Sewer Pump outs requested and not needed; will result with a Warning First and a Penalty of $50 per infraction thereafter.

## 14. Guests

a. The Camper is responsible for the conduct of their day and overnight guests and shall be personally liable for any injuries or property damage arising from the actions of such guests.

b. Seasonal campers must meet their guests at the store and sign them in. If guests are not signed in it will result in the loss of 4 free guests per occurrence/person

c. **All Day guests must register** at the office upon arrival and are subject to a daily fee, as well as, a parking fee (see Policies and Procedures), must wear wristband provided at time of registration and must leave campground prior to 10:00 pm. Any day guests failing to leave the Campground prior to such time will be deemed overnight guests and subject to the applicable fees below or will be subject to Trespassing Laws.

d. All overnight guests must register at the office upon arrival and the following additional fees shall apply:

i. If the overnight guests are staying with the Camper in the Camping Unit, there is a $10.00 overnight fee, per overnight guest, chargeable to Camper and payable upon registration of said overnight guests.

ii. If the overnight guests use their own tent on the Camper's Campsite, there is a fee of the daily camping fee, chargeable to the Camper and payable upon registration of overnight guests.

iii. If the overnight guests camp overnight outside the Camper's Camping Unit, there is a fee of one-half the daily camping fee, chargeable to Camper and payable upon registration of overnight guests.

e. The use of a Camping Unit, in the absence of the Camper, may be loaned by the Camper to another immediate family member, for no more than 72 consecutive hours, upon prior notice to the Campground. The guest(s) (must be 21 yrs. or over) using the Camping Unit shall register with the Campground, receive a wristband and pay a fee of one-half the daily camping fee upon arrival and registration. Any person that is not registered is a trespasser and will be subject to an immediate removal from the Campground.

f. Seasonal campers will be given 20 free guests per season to be used when the campground is open (4/15 to 11/1). No guests are allowed during the off season or times when here for open weekends in the off season. If guests are not checked in it will result in the loss of 4 free guests per occurrence/person. Each guest ages 4 and up counts for a guest. If those guests stay the night each day will result in the use of a free guest.

## 15. Condition of Site

a. Camper has had an opportunity to inspect the Site. Camper has determined that the Site is suitable for the Camper's Camping Unit and accepts the Site in an **"AS-IS"**, **"WHERE-IS"** condition with all faults.

b. Camper acknowledges and agrees that the Campground has made no representations or warranties, written or oral, express or implied, concerning the Campsite.

c. Camper shall keep the Campsite and any and all personal property located thereon in a state of cleanliness and healthy sanitation and shall, at all times, comply with all governmental laws, statutes, ordinances, rules, regulations or requirements now or hereafter in force relating to or affecting the condition, use or occupancy of the Campsite including but not limited to, the ordinances and regulations of the Township of New Douglas, Madison County, the State of Illinois, the United States and any authorized agency of said governmental bodies.

d. **Camper shall keep RV and site in clean and good condition (lawn mowed, weeds eaten, driveway sprayed, etc) and shall not permit any garbage, rubbish, refuse or dirt of any kind to accumulate in or about the site or Park.** Camper shall be responsible for the maintenance and repair of any and all personal property (including the Camping Unit, Windows Screens, Frayed & Delaminated awnings ect.) located upon the Campsite and for the maintenance of the Campsite. Site must have Leaves cleaned off by **March 29th** in the event leaves are not removed by March 29th the campground will clean and charge $100/hr, 1 hour minimum for removal Camper will be given a maximum of 2 notifications to clean or maintain their site. **The 3rd notification will void this agreement.**

e. In the event Camper fails to keep the site or unit properly maintained (mow, weed eat, trash) Campground may give Camper notice of the deficiency (mail, email, phone) and 5 days to fulfill Camper's obligations. If such maintenance is not performed within such time, then Campground may, but shall have no obligation to, perform such maintenance and the Camper shall pay the following maintenance: $100/hr for Rubbish and Trash Removal per incident not including storage, Lawn Care per incident or may choose to charge camper a fee per day for every day that the site is not brought into compliance. Minimum fee of $25 per day fee. Boat/trailer or item clean up removal/storage: $25 per incident &$10 per day, **or after 2 incidences terminate the Agreement.**

## 16. Use of Site

a. Camper will be given seasonal wristbands to wear at all times while on campground property. If lost there will be a $10 replacement fee per band to be replaced.

b. Camper shall not use the Campsite for any illegal activity or activity which would injure the reputation or the business of Owner or the Campground. Camper shall, at its sole cost, comply with all governmental laws, statutes, ordinances, rules, regulations or requirements now or hereafter in force relating to or affecting the condition, use or occupancy of the Campsite. No camper can stay at campsite beyond more than 14 consecutive days, 180 days or beyond October 31st, 2025. **Campers may not claim the campground as camper's residence.**

c. Camper shall not commit nor suffer any waste to be committed upon the Campsite. All waste water (gray or black) must be safely contained within the camping unit tank or Sewage tank. Camper may not dump waste water on the ground.

d. There shall not be left outside on the Campsite any household appliances of any type except a portable cooking grill.

e. All pets must be kept inside the Camping Unit or on a leash whether on or off the Campsite. Pet pens are permitted but must be less than 36 inches in height and made of Black wire. Excessive barking or failure of the Camper to keep their pet leashed when outside the Camping Unit, or leaving the pet unattended will give campground cause to require the pet to be removed from the Campground. Camper must clean-up after their pets. No pets are allowed around the Bathhouse, Laundry Room, and Pool area.

f. No trespassing on properties surrounding Rustic Acres.

g. ***No fireworks*** may be possessed or used on the Campsite or anywhere else in the Campground!!

h. No washing of any vehicles, other than Camping Units.

i. Camper shall check with campground before any type of digging is done. This is to eliminate any problems with utility lines. If digging occurs without permission from campground, the Camper shall be responsible for all costs of any and all necessary repairs or replacements. The Campground is not responsible for personal injury or property damage that may result due to digging by Camper whether or not authorized.

j. **Only upon prior written consent** of the Campground may a Camper, at its own expense, construct a **deck** upon the Campsite. The requirements applicable to any deck so constructed are pursuant to campground's specifications.

k. **Only upon Prior written consent** of the campground, may a camper, at its own expense, **lay down gravel. If Camper chooses to lay down gravel without consent they will be required to remove gravel and sod affected area**

l. **Only upon prior written consent** of the Campground, may a Camper, at its own expense, construct only one **storage shed** upon the Campsite. The requirements applicable storage sheds: Suncast Model- BMS7727 or BMS8700, CMXRSSC7750 Available at Lowe's, Menards, or Home Depot.

m. No cutting or transplanting of trees by Camper without prior written approval of the Campground. Any and all landscaping improvements made to the Campsite by Camper, including without limitation, pavers, patio blocks, stepping stones, retaining walls, blocks, tiles, rock, stones, trees, flowers or bushes, become the property of the Campground. If Camper requests that a healthy tree be removed and the Campground agrees to remove the same, said healthy tree must be replaced at Camper's expense, with a three to four inch diameter sapling. Said replacement to be at the Campground's consent and coordination.

## 17. Access Gates

a. Each campsite will be issued 2 gate cards for a deposit of $50 of which $30 is refundable.
b. If you lose, damage or magnetically deactivate a card it will be deactivated and a new deposit of $25 per card will need to be made to receive a replacement card.
c. Anyone caught sharing cards will result in your cards being deactivated and will lose your deposit.
d. There are two lanes. Please use the right lane to enter unless there is a camper stopped checking in then you may use the left lane to enter. Exiting use the lane to the right (Closest to the farm Field) as normal. There is also a lane close to the store for golf carts ONLY. This will allow guests to continue to drive their carts up past the store and to the dumpsters. Upon termination of the Seasonal agreement the gate cards must be returned in useable condition to receive your deposit back less a $20 fee.

## 18. Insurance

a. Camper shall maintain public liability, fire, wind and other hazard insurances upon their personal property (Camping Unit & Golf Carts) situated upon the Campsite and for their acts or omissions occurring while occupying the Campsite, which such insurance policy shall indemnify Campground as an additional insured, in amounts acceptable to Campground, acceptance shall not be unreasonably withheld. All drivers of golf carts must be listed on policy; this is to include age of driver as well.
b. Camper shall present evidence that insurance is in effect at time of payment or within ten (10) days of written demand by Campground, Camper shall provide evidence to the Campground, said insurance is in full force and effect.
c. No insurance policy required of Camper under this Agreement shall be cancelable or subject to reduction of coverage or modification except after thirty (30) days' prior written notice to Campground.
d. If Camper fails to comply with the requirements of this section, Campground may terminate the Agreement.

## 19. Indemnification

Camper shall indemnify Campground and shall hold Campground harmless from and against any and all claims, actions, damages, liabilities and expenses, including attorneys' fees, in connection with any occupant, invitee or guest in, upon or at the Campsite arising out of or caused by the occupancy or use of the Campsite or any part thereof when the same is occasioned, wholly or in part, by an act or omission of Camper, its occupant, invitee or guest including, without limitation, any accident, injury, or damage to any person or property, or by reason of Camper's breach or default in the performance of Camper's obligations under this Agreement. If the Campground shall, without fault on its part, be made a party to any litigation commenced by or against Camper, the Camper shall protect and hold the Campground harmless and pay all costs, expenses and attorneys' fees incurred or paid by Campground in connection with such litigation. Camper's indemnification of Campground under this section shall survive the expiration or termination of this Agreement. Camper shall read and be familiar with Illinois Statutes 745/65.

## 20. Damage and Campground Liability

Campground shall not be liable to Camper, and Camper hereby waives all claims against Campground, for: any injury or damage to any person or property in or about the Campsite, or any equipment becoming out of repair or for the interruption of electrical service or any other utility service to the Campsite; any act or neglect of Campground or of other campers or occupants or employees in the Campground; or any other thing or circumstance whatsoever. All property in or about the Campsite belonging to Camper, its guests or invitees shall be there solely at the risk of Camper. If Campground fails to perform any of Campground's obligations under this Agreement and, as a consequence, Camper recovers a money judgment against Campground, the judgment shall be satisfied only out of the proceeds of sale (received upon execution of the judgment) of Campground's title in the Campground, and no officer or member of Campground shall be personally liable for any deficiency.

## 21. Notices

Any notices necessary under the provisions of this Agreement may be served personally upon the parties or by United States mail to the addresses written above.

## 22. Rules of the Campground

Campground may make such reasonable "Policies" governing the Campground and use of the Campsite, as Campground deems necessary from time to time. A copy of the Policies shall be available in the office of the campground. Camper agrees to observe and comply with all such policies. Any violations of the Policies shall be deemed a breach of this Agreement. Campground may make changes to the Policies, posting written notice of

changes in the store for Campers to see at least fourteen (14) days before the new Policies become effective. Camper acknowledges receipt of said existing Rules annexed to this Agreement.

## 23. Failure of Campground to Act

Failure of Campground 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.

a. First person to bring this page of the agreement to the store gets 2 free pizzas.

## 24. Defaults

a. The occurrence of any one or more of the following events shall constitute a default and breach of this Agreement by Camper:

b. The failure of Camper to make any payment of Seasonal Admission Fee or any other payment required to be made by Camper under this Agreement, when due, and such failure shall continue for a period of Five (5) days after the due date.

c. The failure by Camper to repair any waste or to observe or perform any of the terms, covenants or conditions of this Agreement to be observed or performed by Camper where such failure shall continue for a period of Five (5) days after notice (mail, email or phone) thereof from Campground to Camper.

d. This Agreement passes to any other person or entity by act of Camper, by operation of law or otherwise.

e. Camper becomes insolvent or bankrupt or makes an assignment for the benefit of creditors or a receiver or trustee of Camper's property is appointed and is not discharged within thirty (30) days, or (i) The making by Camper of any general assignment or general arrangement for the benefit of creditors; (ii) the filing by or against Camper of a petition to have Camper adjudged bankrupt or a petition for reorganization or arrangement under any law relating to bankruptcy (unless, in the case of a petition filed against Camper, the same is dismissed within sixty (60) days); (iii) the appointment of a trustee or receiver to take possession of substantially all of Camper's assets located at the Campsite or of Camper's interest in this Agreement, where possession is not restored to Camper within sixty (60) days; or (iv) the attachment, execution or other judicial seizure of substantially all of Camper's assets located at the Campsite or of Camper's interest in this Agreement, where such seizure is not discharged within sixty (60) days.]

f. Camper abandons or vacates the Campsite.

g. **Irreconcilable Differences with Management: Admission and use of a campsite, is at the sole discretion of Rustic Acres Management. The Campground may determine, for any reason in its 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 1 hour to cease to occupy the Unit and Campground, and One (1) day to remove the unit from the campground. In the event of a disturbance of the peace and order of the Campground, the Campground reserves the right to require the Camper to leave immediately.**

## 25. Campground's Remedies

If any default by Camper shall continue uncured for the applicable period stated above, Campground shall have all rights and remedies provided by law or equity, to which Campground may resort cumulatively or in the alternative. Additionally, Campground shall be entitled to recover from Camper, in addition to the Fee and any other charges due under this Agreement or related in any way to the Fee, all other damages sustained by Campground on account of the breach of this Agreement, including, but not limited to, the costs, expenses and attorneys' fees incurred by Campground in enforcing the terms and provisions hereof and in reentering and recovering possession of the Campsite and, if applicable, for the cost of repairs, alterations and attorneys' fees connected with the refilling of the Campsite. Further, Campground has the following remedies, in addition to all other rights and remedies provided by law or equity, to which Campground may resort cumulatively or in the alternative:

a. Termination of the Agreement: **Campground may at Campground's election terminate this Agreement at any time immediately upon giving Camper a notice of termination. On the giving of the notice, all further obligations of Campground under this Agreement shall terminate (see g above)**, Camper shall surrender and vacate the Campsite in a clean and orderly condition, and Campground may reenter and take possession of the Campsite and eject all parties in possession or eject some and not others or eject none, and remove any and all personal property (including the Camping Unit) from the Campsite. Termination under this paragraph shall not relieve Camper from the payment of any sum then due to Campground or from any claim for damages previously accrued or then accruing against Camper. Should Camper abandon the Campsite and Campground elect to reenter as herein provided, or if Camper's right to possession is terminated by Campground because of a breach of the Agreement by Camper, this Agreement shall, at Campground's written election, terminate and Campground shall be entitled to recover from the Camper (i) unpaid Seasonal Admission Fee's which has been earned at the time of termination, and (ii) as liquidated damages, and not as a penalty, a sum of money equal to the total Seasonal Admission Fee's and any additional loss of Seasonal Admission Fee's to be paid by Camper to Campground for the remainder of the term of this Agreement.

b. Storage: Campground may at Campground's election remove the Camper's personal property (including the Camping Unit) from the Campsite and store same at the cost of Camper. After 30 days, the unit will be considered abandoned.

c. Re-letting Upon termination of this Agreement, Campground shall have the right, but not the obligation, to immediately fill the Site with a third party.

## 26. Severability

The invalidity or unenforceability of any provision of this Agreement shall not affect or impair any other provision, and such invalid or unenforceable provision shall be severable from the remaining provisions which shall continue in full force and effect.

## 27. Governing Law

This Agreement shall be governed by and construed in accordance with the laws of the State of Illinois.

## 28. Binding Effect

This Agreement shall be binding on all persons using the Camper's Campsite.

**Camper shall pay all costs, expenses and reasonable attorneys' fees that may be incurred or paid by Campground in enforcing the terms and conditions of this Agreement as permitted by law.**

**By signing this Agreement (page 1), I (we) am (are) hereby acknowledging that all Campers, occupants, and family members, guests and invitees have read and understand the Campground Rules, as well as this Agreement, and that all such individuals agree to be bound by and comply with the terms of this Agreement and Campground Rules and Regulations.**

# Rustic Acres

## Policies and Procedures

***"Please forgive us this day for all of the rules that follow, Just as we forgive those few campers who made them necessary!"***

## Campers/Visitor/Guests

**1.** The site shall be used only for the placement of a travel trailer or park model for the exclusive use as a private Seasonal for Camper and Camper's immediate dependent family, as set forth on the Agreement. Any guest's stay shall not exceed two weeks without campground's consent.

**2.** Noise: Noise at any time of day must not be a bother to your neighbors. Radios, TV's etc. noise must be contained to your campsite.**(approximately 20-30 ft radius)**

**3.** Seasonal or Camper Quiet Time: 11:00 pm to 7:00 am. Quiet time includes, but is not limited to, low TV/radio; no loud talking or laughing; and no amplified sound.

**4.** Marijuana use on Rustic Acres Campground property will not be tolerated and will lead to immediate ejection.

**5.** Alcohol use by underage campers in the park is not tolerated. Violators will be asked to leave the park.

**6.** Persons 18 years or older are permitted to smoke 15' outside the common areas of the facility. Underage smokers will not be tolerated and will be asked to return to their site.

**7.** All campers must place household garbage in the dumpsters. Do not set beside the road or dumpsters.

**8.** Rustic Acres and its personnel conduct periodic patrols, day and night. Decisions of personnel are absolutely final pertaining to noise, campfires and other infringements of the rules. Camper shall be liable for all damage to the site and the park caused by Camper, Camper's children, guests and/or invitees and shall pay for all repairs thereto necessitated by the acts or omissions of Camper, Camper's children, guests and/or invitees.

**9.** All visitors should know the unit number and the name of the person they are visiting. **All guests and visitors must register at the office** to obtain a vehicle pass and wristband before entering the facility and is subject to a Visitor Fee upon entering this facility. Fee's double if this rule not followed. Refusal to by guests to acknowledge site and or person they will be subject to Trespassing Laws.

**10.** No one under the age of 16 may be left unsupervised on the property. Camper shall be responsible for the acts of camper's children and guests, even if they are not present. Parent or legal guardians are responsible for the whereabouts, actions, and safety of their child(ren) while at Rustic Acres. When at the pool, any Rustic Acres Personnel have the ability and authority to remove an individual(s) who are not following the posted Rules and are causing harm or potential harm to themselves or another person. Children under 16 need to be at a chaperoned campsite by 10pm and should not be left unmonitored during this time.

## Vehicles

**1.** You must be a licensed driver to drive a licensed vehicle anywhere on Park property. You must have a license to drive a golf cart (IL License or Campground License, see office for details).

**2.** You must have proof of insurance **on any vehicle or golf cart** driven on this property. Insurance must be presented if stopped or the vehicle will have to be parked until proof is provided. **The speed limit in the Park is 5 miles per hour and MUST be observed**. Your immediate family must own a unit at Rustic Acres in order to drive YOUR personally owned golf cart. Drivers must be at least 16 years old with valid driver's license. **Younger drivers may take a driver's test with management and provide proof of insurance, to earn driving rights (Ages 14-16, additional rules apply!)** Each person on the golf cart must have their own seat. NO VISITORS without a driver's license can drive the golf cart at any time in the Park. Children under 16 may not drive a golf cart on the roads unless they take the driving test. This includes on an Adults lap. If an incident arises, management MUST give permission or the golf cart will be PARKED or REMOVED for a timeframe determined by Management.

**3.** All golf carts, motorcycles, etc. are **NOT** to be operated after 11:30 nor before 7 am. Between 11pm and 11:30pm golf carts are to only be used to return directly to your site. Absolutely no vehicles should be driven/ridden after dusk unless they have headlights.

**4.** Maximum of 2 vehicles are to be parked on the campsites provided there are 2 parking stalls available on lot, not on your neighbor's site and not in the road. **Vehicles must have a visible car pass on the rear of the vehicle** and be parked on the corresponding lot only. Additional vehicles can be parked in the common parking area near the bath house with valid car pass. All cars are to be in working order and currently licensed and used DAILY. All others are to be stored elsewhere and NOT in our park. Once notice is given, and if not removed or operable, vehicle will be towed at owner's expense. If notice is given and it continues to be a problem, Rustic Acres may not renew your Agreement.

**5.** Children's battery powered vehicles shall have an adult on foot within 3 feet at all times and shall not be a maximum of 100 feet from camper's site.

## Boats/ Trailer Storage

**1.** Boats and/or trailers are NOT to be parked on campsites without prior permission from management.

**2.** There will be no parking of boat trailers, extra campers, old cars, PWC trailers, etc. on individual sites. If you don't move them, we will—at YOUR EXPENSE. Boat storage is allowed only with Management's prior approval.

## Grounds/Unit

1. Camper shall not cause or permit any flammable or explosive material, oil, radioactive material or hazardous or toxic waste substance to be brought upon, used, stored or dumped on the site or within the Park. Camper shall be responsible for any required repair, clean-up or detoxification of the site caused by Camper and shall indemnify Campground from any liability, claim or expense relating thereto. The foregoing covenant and indemnification shall survive the termination of this lease.
2. Upon termination of this agreement or the removal of a unit, all trees, shrubs and plants, placed upon the site by Camper shall remain upon the site. This shall be the property of the Campground unless a separate written agreement regarding ownership has been entered to the contrary, and the same shall not be removed or damaged by Camper. This covenant shall survive the termination of this lease.
3. Fires may be built in designated areas only. Fires must be completely extinguished before leaving site.
4. **A lot improvement form needs completed and submitted to the office for approval. Once approved improvements maybe made. Only upon written submission and upon prior written consent of the Campground may a Camper, at its own expense, construct a deck, shed or lay gravel or sand. Management must approve shed location and/or skirting around your trailer prior to installation. The management must approve any replacement or additions of sheds on lots. Sheds must be Suncast or Craftsman Models- BMS7727 or BMS8700, CMXRSSC7750respectively. Available at Lowe's, Menards, or Home Depot.**
5. **NO additions to units**. No solid awnings, white carport/ shelters or window air conditioners.
6. Appliances must be kept inside a shed or in the trailer. No appliances will be allowed outside.
7. No displaying of Political signs or memorabilia, including but not limited to Signs, banners and flags, unless permanently affixed to your vehicle.
8. Camper shall at all times keep their RV's and any improvements on the site maintained and in good condition. Camper shall keep RV leveled and all exterior surfaces well-maintained this includes awnings. Any broken windows shall be immediately repaired. **Camper shall keep RV and site in clean and good condition (lawn mowed, weeds eaten, driveway sprayed, etc) and shall not permit any garbage, rubbish, refuse or dirt of any kind to accumulate in or about the site or Park**. Animal droppings shall be routinely cleaned up on your lot. Landscape waste should be properly disposed of. Management has the right to enter onto a site without prior consent to maintain site. **This is private property belonging to Rustic Acres.**
9. Items other than unbroken lawn furniture, grills, or planters shall be stored in a shed and not on the under or on the side of: a shed, deck, or trailer.
10. Firewood is to be stored 4' above the ground away from trees and limited to a 1 month supply. Firewood covering must be of earth tone, either green or brown.
11. **Sites must have Leaves cleaned off by March 30th.** In the event Camper fails to keep the site properly maintained, Campground may give Camper notice of the deficiency (mail, email, or phone) and 7 days to fulfill Camper's obligations. If such maintenance is not performed within such time, then Campground may, but shall have no obligation to, perform such maintenance and the Camper shall pay the following maintenance: Rubbish and Trash Removal: $50-$100 per incident; Lawn Care at $100/hr (1 hour minimum) per incident; Boat/trailer removal/storage: $20 per incident/$10 per day, or terminate the Agreement.
12. Upon posting at least 24 hours' notice, if practical, Management may at any time close any of the private streets or walkways of the Park for the following reasons: to make repairs/changes, to prevent the acquisition of public rights to such area, to discourage non-resident parking, to shut off water/sewer for repair, or for any other reason. The common areas/facilities of the Park used by the Campers of the Park are being made available on a gratuitous basis and are not part of the premises leased. The right to use such areas and facilities may be discontinued at any time in Management's sole discretion. Such discontinuation shall not be a default by Campground under this agreement and shall have no effect on the Seasonal Admission fee to be paid by Camper or any other agreements to be performed by Camper hereunder. Camper, in making use of such facilities and areas, does so at his own risk.
13. By order of the Public Health Sanitation Division and the Department of Health and Family Services, all gray or discharge water coming out of a Camper's unit must go into a sewer tank. Violators will be subject to heavy fines and penalties by the State of Illinois, Department of Public Health.
14. For persons wishing to sell their camping unit, Rustic Acres maintains a complimentary resale board in the office or online in which sellers may advertise. Keys may be kept in the office for management to show the unit. During April to October, keys may be given to potential buyers to view the unit themselves if an employee of Rustic Acres is not available.
15. When selling a unit, the balance of the Lot Rental Agreement is **not** assumable by the purchaser, nor is it refundable to camper if prepayment was made. A potential buyer must be pre-approved by management before the final sale transpires.
16. All Seasonal campers must carry year-round insurance and liability for their units, contents, and golf cart if applicable.

## Safety

1. **Safety is Rustic Acre's #1 priority**. Do not sit or stand on fences or railings and observe all signs that are posted around the facility and pond. Lack of common sense is not an excuse for not following safety precautions.
2. Fireworks and firearms are prohibited at all times.
3. Any person whose conduct is offensive or disorderly to other campers, residents, park personnel or Management, will be required to leave the premise or be restricted to their campsite. Management will determine "offensive conduct" as each instance arises, and

Management's decision will be final. If Management's decision is not followed, local authorities will be contacted and will have the right to issue a ticket/warning to the person(s) not cooperating. The person(s) may also be banned from the Park, which is private property.

**4.** Management has the right to terminate admission in order to protect other campers and Management from unruly campers and their visitors/invitees. Campers are ultimately responsible for their actions as well as those of their child(ren), visitors and/or invitees.

**5.** We reserve the right to restrict children to their site if their behavior or actions are unacceptable.

**6.** You will follow all state, county and federal laws. Authorities will be contacted to investigate any suspected drugs or illegal acts. If law enforcement is called to a site for domestic disturbance or unruly behavior, the Park has the ability to not renew the Agreement.

**7.** All campers and guests must follow the rules and regulations listed in the contract as well as those posted around the facility.

**8.** Vandalism, disturbances, etc. will be grounds for immediate and permanent Admission Termination from the Campground.

## Pets

**1.** Pets are allowed on the grounds but must be kept on a leash. Pets must be quiet and Camper must pick up after their pet. No pets are allowed in any rental unit, or in common areas, e.g. store, patio or any other building.

**2.** Domestic animals, birds, or pets of any kind are limited to no more than 2 of any kind, e.g. 1 cat, 1 dog, or 1 bird and 1 dog, unless prior written approval of Management has been obtained and noted in your file. All animals should have current vet and county tags, and be properly neutered or spayed. Absolutely NO FARM animals are allowed on individual lots or in RV units, including, but not limited to, rabbits, sheep, pigs or chickens. No exotic animal are allowed (lions, monkeys, etc.). No animals may be boarded at any time.

# Usage Release Including Photo/Video/Testimonial

I hereby grant to Rustic Acres and 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 Rustic Acres (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 one (1) 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 signing page one (1) of the Seasonal Admission Agreement, I agree to the above terms and conditions for myself, my immediate family and my property.

**NOTICE OF ILLINOIS LAW**

Illinois Law 745 ILCS 65States:

The purpose of this Act is to encourage owners of land to make land and water areas available to the public for recreational or conservation purposes by limiting their liability toward persons entering thereon for such purposes.

3) … an owner of land owes no duty of care to keep the premises safe for entry or use by any person for recreational or conservation purposes, or to give any warning of a natural or artificial dangerous condition, use, structure, or activity on such premises to persons entering for such purposes.

**Nothing in this Act shall be construed to:**

(a) Create a duty of care or ground of liability for injury to persons or property.

(b) Relieve any person using the land of another for recreational purposes from any obligation which he may have in the absence of this Act to exercise care in his use of such land and in his activities thereon, or from the legal consequences of failure to employ such care.