Village of Beulah PO Box 326 Beulah, MI 49617

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TERMS AND CONDITIONS/CAMPER LICENSE

RV PARK RULES 2024 By Revised Council approval on 3/12/2024

Welcome campers, as our village guests we remind all that camping in the Village of Beulah RV Park is truly a privilege and not a right, whether your stay is brief or extended the following rules are considered your contract with the Village and are therefore enforced universally.

(Rules are subject to change by majority vote of the Beulah Village Council)

By signing below and in consideration of the Village of Beulah's agreement to permit your use of the Village of Beulah RV Park ("Park") and a lot at the Park for the term reserved, you acknowledge the terms and conditions set forth in Sections I-IV below, and agree to a binding contract between yourself and the Village of Beulah for the term of the license for the use of the Park ("Park"). It is your responsibility to comply with all conditions of this license (the "License").

I. **PARK USE RULES AND REGULATIONS:**

- Access 911 Emergency and Fire by cell or local land line. Clearly identify the emergency, yourself and ADDRESS: 310 LAKE STREET, BEULAH, MI 49617, RV PARK LOT #. The closest land line is at 2983 Benzie Hwy, Benzonia, MI 49616 also known as WESCO. Please notify the Park Manager immediately of all emergencies.
- The RV Park Lot is registered to the RV Owner who signs this License and is 21 years of age or older.
- Water, Sewer, and Electric are included in the Rate. All sewers must have a sanitary seal around the sewer hose that fits securely into the sewer pipe.
- Cable and Internet will be the sole responsibility of the RV Owner.
- The Village of Beulah is not responsible for any personal injuries sustained by the RV Owner or the RV Owners guests or invitees.
- The Village of Beulah assumes no responsibility for damage to or theft of personal property at the Park, including but not limited to RV's, Boats, Trailers, Bikes, or Vehicles.
- Creating a Hostile environment or hostile behavior to include Bullying as defined by the Federal Government as Actions and/or Communication that are severe and create an environment that a reasonable person would find intimidating toward Village employees, officers, agents, other campers, and guests and invitees is strictly prohibited.
- Seasonal RV Owners are responsible for the aesthetic maintenance (appearance) of their site and RV. This shall include weekly mowing, trimming of grass, and watering when necessary. If an RV Owner is unable to perform these tasks, alternative maintenance arrangements must be made by the RV Owner. Failure to correct a condition with respect to a site's lawn within 48 hours of written notice of correction will result in Village employees mowing or performing

maintenance at the site and a charge of \$50 per mow/maintenance. This charge will be invoiced to the RV Owner and shall be paid within 5 days to the Park Manager by check.

- Under RV storage will be limited to Kayaks, Water Toys, and Chairs. Clutter on site, around, and under RV is not allowed. RV's outward appearance must be kept in a clean state and free of obvious need of repair.
- One vehicle is allowed per site and must be registered with the RV Park Manager. Parking shall be parallel to the road, completely off the pavement, and directly in front of the RV Owner's RV. Do not park between units. (Exception is made for sites *16* and *17*). Additional parking is provided in the lot behind the Village office free of charge.
- Only day guests of RV Owners may park vehicles at the RV Park bathhouse. See posted diagram in *Community Center* for instructions on guest parking. Extended guest parking should always be in the lot behind the Village office.
- Boat and boat trailer parking is not allowed at the Park. See posted diagram in *Community Center* for complimentary boat parking. The Village of Beulah assumes no responsibility for theft or loss. Paid storage is available through local vendors. If needed, see Park Manager for the local list.
- Boats may temporarily pull up to the Kayak access between lots 9-10 and beach area east of the designated Handicap access for loading and unloading purposes only. No boat shall be left tied or unattended at the shore for a period of time in excess of 15 minutes. The area between the East end of the Park and the Public Beach Bathhouse is for Community use for temporary Jet Ski, Kayak, Sail Boat and Paddle Board parking. Additionally, the Day Dock is available for loading and unloading purposes.
- Boat mooring on Crystal Lake directly in front of the Park, beyond the swim area and inside of the red buoys designating Marina, is by permit only. There are limited permits available.
 ¹Licensed RV Owners will have priority, but unused permits may be issued at the discretion of the Village of Beulah, and the Park Management. Please see Park Manager for application of use and cost.
- Flotation devices, hoists, Pontoon/Sea legs are not authorized in front of the Park in the boat mooring area.
- All RV Owners issued a mooring permit will remove their moorings and any additional markers upon termination of mooring permit. Mooring, Anchoring, Tying or Stationing a boat by any means for a period of time in excess of 15 minutes, that is not registered with the RV Park Manager is prohibited.
- Recharging of Electric Vehicles; including but not limited to: Personal Vehicles, Golf Carts, Motorcycles, Bikes, etc. utilizing municipal power is strictly prohibited. With exception of Medically Prescribed personal mobility devices,
- Lawn coverings are restricted to two 4 x 4 pallets directly in front of the RV doorway. No other ground coverings are allowed, including mats, umbrella stands, storage sheds, or small refrigerators/freezers.
- Digging holes of any size or depth for umbrellas and chairs or trenching is strictly prohibited.
- Tent camping is not allowed. Screen rooms are not permitted. Awnings are allowed over RV doorway and extending to rear of RV on the same side.
- OPEN Campfires are permitted in the Park supplied Fire rings ONLY. All fire rings located at the beach side are intended for community use by all RV Park Owners, their guests or invitees. Do not burn trash in these fire rings. Ashes need to be put in designated metal buckets and brought to the Utility Room at the RV Park Bath House. DO NOT pour ashes on the ground or

¹ Availability of permits is contingent upon and subject to a permit from EGLE/MDNR allowing mooring.

in the lake. Fire rings are not to be moved. Stored firewood cannot exceed $2'H \times 3'L \times 18''W$. Burn bans mandated by the State or other authority will be posted in the Community Center. **NO** fires will be permitted at that time.

- Propane fire rings not to exceed 20" in diameter will be allowed with approval by RV Park Manager. Additionally, a limited number of propane fire rings may be available for rental. See Management.
- Trash is collected on Tuesdays and Fridays. (Exceptions for Holidays) trash will be picked up the following day. A contracted 'RED BAG' is required for trash and can be purchased from Park Manager. Re-Cycle bins are located behind The Village of Beulah office in the rear parking lot. No trash shall be disposed of in Village of Beulah receptacles that are located around the Village.
- A maximum total of (6) six people at any one time will be allowed per site. A lot reserved for the Summer Full Season may be used by guests when the RV Owner is not present provided that at least one of the guests is 21 years of age. Any guest staying or visiting overnight must be signed in with the RV Park Manager before their stay. Violation of this rule will result in guests being asked to leave immediately.
- All guests must obey all Terms and Conditions of this License. No guest shall be allowed to stay for any longer than a one-week period without RV owner staying onsite with guest(s). Additionally, the RV Owner shall be responsible for their guests' or invitees' actions, and accepts all responsibility, and consequences of their guests' or invitees' failure to comply with this License.
- RV Owner will be solely responsible for the entire cost of any services provided to the RV Owner's site not directly contracted by the RV Park Manager, such as but not limited to Plumbing, Electrician, Exterminators and Lawn Care.
- RV Owner agrees to be responsible for all costs and fees, including attorney fees, incurred by the Village as result of a breach of the terms of this License or damage/vandalism by the RV Owner or the RV Owner's guests or invitees regardless of whether the RV Owner is present at the time of the violation by its guests or invitees.
- All RV arrivals and departures must be coordinated with the RV Park Manager. No RV shall be placed on a site unless the RV Park Manager is present or separate prior written approval is provided by the RV Park Manager.
- Neither an RV Owner nor their guests or invitees shall disturb the peace and comfort of other occupants of the Park, cause physical harm to the campground facilities, or fail to pay the fees for the site when due.
- A maximum of two pets per camp site are authorized. Proof of current Vaccinations and License must be provided to the Manager upon arrival. Owner must be present with pet at all times, no pet shall be left in park/RV unattended and are never permitted to be tied in any manner. Dogs must be on leash no longer than six feet at all times Pets are allowed on the <u>RV</u> <u>Park Beach Only</u> provided they are on a leash as noted and are not disturbing other campers. Pets are never allowed on the public beach. Pick-up after your pet and properly dispose of waste immediately. Pet violations are a breach of contract and will result in expulsion.
- No assignment or transfer of this license without the express written approval of the Village is allowed.

II. <u>BREACH OF THIS LICENSE OR VILLAGE ORDNANCES OR STATE LAW WILL BE</u> <u>ADDRESSED AS FOLLOWS:</u>

- A. For any violation resulting in personal injury, property damage, or pet violations as noted above the RV Owner or guest or invitee causing personal injury or property damage may be requested in writing to immediately depart from the Park for the remainder of the season or the term of this License. If an RV Owner is requested to depart, any unused portion of fees paid except for the deposit for occupancy of the site shall be returned less any costs or fees incurred by the Village in connection with enforcement or to repair or replace any damage. An RV Owner responsible for such an infraction or present at the time of an infraction by the RV Owner's guest or invitee will forfeit any reservation in the Park for the subsequent season. Additionally, in the event an RV Owner's guest or invitee has caused personal injury or property damage, the RV Owner shall be issued a notice of violation. A guest or invitee of an RV Owner responsible for personal injury or property damage will not be permitted to make a reservation at the Park for the subsequent season. The RV Owner shall be responsible for and pay any additional fees.
- B. For all other Violations:
 - 1. The first infraction in a season or during the term of this License will be addressed as follows:

Verbal notification will be provided directly to the person in violation and RV Owner if present, to include description of violation, expected correction and deadline for rectifying. A written notice of violation shall be subsequently provided by the Park Manager to the RV Owner in violation or the RV Owner whose guest or invitee was in violation, which shall include: Date and time of verbal notice as noted above, description of violation, person involved and site number of RV Owner, expected correction and deadline for correction. Written documentation will be filed in RV Owner file, as first offense and a copy forwarded to the Chair of Parks and Recreation.

- 2. Subsequent and/or non-resolved infractions in the same season or during the term of this license will be addressed as follows:
 - a. Park Manager will give written notice of violation to person in violation and if not the RV Owner, the RV Owner whose guest or invitee is in violation, which shall include a description of the violation, expected correction and deadline for rectifying. Additionally, it shall include the notice number (e.g. second or third).
 - b. After the second notice of violation for the same or similar infraction by an RV Owner or their guests or invitees that could result in personal or property damage, the RV Owner shall be requested to depart from the Park for the remainder of the season or term of this License in writing. Any unused portion of fees paid except for the deposit for occupancy of the site shall be returned less any costs or fees incurred by the Village in connection with enforcement or to repair or replace any damaged item. The RV Owner will forfeit any reservation in the Park for the subsequent season.

- c. If a third notice is issued for any infraction by the RV Owner or guests or invitees of the RV Owner, the RV Owner shall be requested to depart from the Park for the remainder of the season or term of this License in writing. Any unused portion of fees paid except for the deposit for occupancy of the site shall be returned less any costs or fees incurred by the Village in connection with enforcement. The RV Owner will forfeit any reservation in the Park for the subsequent season.
- 3. Any request to depart will be delivered to an RV Owner or person requested to depart personally. If an RV Owner is not present at the time the request is issued or other circumstances prevent personal delivery, the request will be delivered to the RV Owner's site by a notice taped on the RV as well as sending the notice to the address of the individual requested to depart on file with the Village. The Notice shall be considered delivered when delivered in person or taped to the RV. A request to depart for disturbing the peace and comfort of other occupants of the Park, causing physical harm to the campground facilities, or failing to pay the fees for the site when due may be enforced under MCL 554.652
- 4. Any person requested to depart who refuses to leave or returns to the Park in violation of the request to depart shall be considered trespassing.

III. <u>RV OWNERS AND REGISTERED GUESTS AND INVITEES' COMPLAINTS OR</u> <u>CONCERNS REGARDING RV PARK/VILLAGE PERSONNEL, FACILITIES AND/OR</u> <u>NEIGHBORING CAMPERS WILL BE ADDRESSED AS FOLLOWS:</u>

An RV Owner or registered guest or invitee may raise a concern or complaint regarding the RV Park/Village Personnel/Facilities/Neighboring Campers as set forth herein ("Concern").

- A. A Concern may be made verbally to the Park Manager but must be followed up with a handwritten complaint or concern; hard copy---No Electronic Documents, Texts or Meta (Facebook) or X (Twitter) Posts will be accepted. The response time will be within 24 hours if possible, otherwise, in a reasonable time to address a Concern upon receipt of written notification of Concern by the RV Park Manager. A written response will be provided to the person originating the Concern. The Park Manager will forward a copy of the written Concern(s) and resolution(s) to the Chair of Parks and Recreation on a weekly basis.
- B. If the Concern is not resolved to the individual's satisfaction or if the Concern is regarding the Park Manager a Concern can be directed to the Chair of Parks and Recreation. Deliver hard copy to Beulah Village Office 7228 Commercial St Beulah, MI 49617; Tuesday-Thursdays 10AM-2PM---No Electronic Documents, Texts, Meta (Facebook) or X (Twitter) Posts will be accepted. Concerns will be addressed within 48 hours of receipt if possible; otherwise in a reasonable time to address the Concern. Written copies of the Concern(s) and response(s) will be forwarded to the Village President.
- C. If the Concern is not answered to the individual's satisfaction through the process as set forth in B and C or if the Concern is regarding the Chair of Parks and Recreation, a written Concern can be directed to the Village President. Deliver hard copy to Beulah Village Office 7228

Commercial St Beulah, MI 49617 Tuesday-Thursdays 10AM-2PM---No Electronic Documents, Texts, Meta (Facebook) or X (Twitter) Posts will be accepted. Concerns will be addressed within 48 hours of receipt in writing if possible; otherwise in a reasonable time to address the Concern.

BY SIGNING THE BELOW, YOU AGREE TO THE TERMS AND CONDITIONS OF THIS LICENSE, INCLUDING THE PAYMENT AND RESERVATION REQUIREMENTS SET FORTH IN SECTION IV BELOW.

We are happy to have you as our Guest here on beautiful Crystal Lake in wonderful Beulah and look forward to many Happy returns! Thank you for staying with us!

RV Owner Signature (3)			
		Date:	
Printed Name:			
		Date:	
Printed Name:			
Home Address:			
Phone #	Date:	Lot # Requested:	

PU Owner Signature (c)

*** All Information must be filled out for this License to be considered signed.

IV. <u>RESERVATIONS</u>

Season	Arrival/Departure	Fee	Reservations	Full due
Spring Fall	May 1- May 26 Sept 3 – Sept 30	\$50 per night	Payment in Full	At Time of Reservation
Summer Full Season Only	May 27– Sept 2	Lake Lot \$6,000.00 Back Lot \$5,500.00	Payment in Full	At Time of Reservation
Summer Weekly Rates	May 27– Sept 2	Lake Lot \$750.00 Back Lot \$500.00	Payment in Full	At Time of Reservation
Summer Daily Rates	May 27– Sept 2 As available Call or Email for details	Lake Lot \$125.00 Back Lot \$100.00	Payment in Full As available Call or Email for details	At Time of Reservation
Mooring Rental ²	Second Row Self Maintained First Row	Season \$500.00 Weekly \$50.00	Payment in Full As available Call or Email for details	At Time of Reservation
Propane Fire Pit	RV Park Manager	Daily \$15.00 Weekly \$60.00	Payment in full	At Time of Reservation

A. Beulah Trailer Park – 2024 Season and Payment Dates

- **B.** Reservation and deposits:
- Make reservations and payments to the RV Park Manager in person via Check or off season at the Beulah Village Offices Office Hours: Tuesday, Wednesday, & Thursday 10:00 AM 2:00 PM. Address: P. O. BOX 326, BEULAH, MI 49617 Phone # 231-882-4451; e-mail rvpark@villageofbuelah.net Fax 231-882-5759.
- Shoulder season as well as summer weekly and summer daily lots are on a first come, first served basis, if you desire a certain lot to extend your stay, making your reservation early may help resulting in not having to move your RV.

² See footnote 1.

- Checkout is by 11:00 AM on day of departure.
- Check-in is 4:00 PM on day of arrival.
- Early summer arrivals and fall extensions, the Summer Full Season campers must pay the nightly fee for spring and fall season and follow the reservation and payment procedure for nights reserved.
- Following acceptance of any reservation, any cancellation shall be for the entire term of the reservation.
- Deposits are non-refundable. There will be no refund of any deposit for cancellation at any time. For clarity, in the event an RV Owner cancels for any portion of the season or is requested to leave at any time during the Season, no portion of the deposit shall be returned.
- There shall be no refund of fees paid except as set forth in this License.

C. Priority for Reservations

- "First come, first served basis" means if more reservations are received than available sites for any term, the first completed reservation received for those available sites for that term will be accepted.
- A "completed reservation" means a signed License and the required deposit/fee received in person or by mail by the deadline indicated in the Village adopted Season and Payment Dates table. For 2024, a mailed signed License and the required deposit/fee shall be received by the Village on the date of the postmark.
- "Returning Summer Full Season camper" for 2024 means any RV Owner who reserved Summer Full Season for the 2023 season who submits a completed reservation.
 - Priority For 2024 only 1st Summer Full Season campers. Any Returning Summer Full Season campers shall have priority for 2024 reservations including site selection. Returning 2023 Summer Full Season campers shall have priority to reserve the same site for 2024 as reserved for 2023. Wait list campers shall have priority to book prior to opening the reservations to new campers. If a completed reservation is not received for all lots by April 1, 2024, and deadlines for wait list calls have been completed for the 2024 Summer Full Season, the remaining lots shall be made available for other seasonal, weekly or daily use per the policy regarding current wait list for lots in 3.b. Priority for site selection of remaining lots shall be on a first come, first served basis.
 - 2. For subsequent years, the Village will designate lot sites for seasonal, weekly or daily reservations. All lots sites will be available on a first come, first served basis. Once the Village designates which sites are available for seasonal, weekly, or daily reservations, the Village will open the sites for reservations for the upcoming season. The date of opening the reservations will be posted on the Village's website.

- 3. Policy Regarding Current Wait List:
- a. The RV Park Manager and/or Village Clerk currently keeps lot lists. The lists will no longer be used after the 2024 season to fill sites. The Village will designate the lots that will be seasonal, weekly and daily use on an annual basis prior to opening the reservation opportunity. Sites will be filled on a first come, first served basis.
- b. For the 2024 season:
 - i. If completed reservations for the 2024 Summer Full Season are not received by the Returning Summer Full Season campers by <u>Feb 09, 2024</u>, to fill all of the sites, the remaining sites shall be offered first to the persons on the wait list for Summer Full Season in the order in which they appear on the list. They will be given 7 days to submit a completed reservation. If no completed reservation is received, the next camper on the list will be offered a site until all sites are filled. If all sites are not filled by April 1, 2024, the remaining sites will be opened to daily and weekly reservations utilizing the current waiting list for daily and weekly reservations.
 - ii. Priority for days/times for weekly and daily reservations shall be given 1^{st} to weekly renters and 2^{nd} to daily renters. For example, if a completed reservation is received for the week of June 30 July 7 by one camper and another camper submits a completed reservation for July 4, 5, and 6, the reservation for the week of June 30 July 7, will be accepted. If more than one camper wishes to reserve the same week/day, priority shall be given to the first camper based on the order in which they appear on the list. For example, if two campers submit a reservation for the week of June 30 July 7, the reservation from the camper higher up on the list shall be accepted.
 - iii. The deadline for submission of a completed reservation for a daily or weekly rental from the daily or weekly rental waitlist is 7 days. If no completed reservation is received by the deadline for submission of a daily/weekly reservation for any term, the unreserved term will be made available for reservation on a first come, first served basis.
 - iv. All fees or deposits for non-accepted reservations shall be returned by the Village.

For Village Use Only:

Date Received:

Amount of Deposit Received:
Total Balance Remaining Due:
Site/Lot Number Assigned:
Term of License:

For 2024 Season Only –