

DLFC GUEST AGREEMENTS AND LIABILITY RELEASE

1. RESERVATIONS:
 - a. Accepted & held for any date with minimum of one daily rate due. Remainder due upon check-in, no exceptions.
2. CANCELLATIONS:
 - a. Refunds require 7 days' notice.
 - b. "No-shows" will be considered cancellations & credit card on file will be charged for the entire reservation.
 - c. Holiday cancellations will not be refunded.
3. Season will be May 1st through October 15th.
4. Check-in time is 3 PM, Check-out is 1 PM.
5. RV RENTALS:
 - a. \$125/night, \$150/holidays, minimum of 2-night stay, minimum 3-night for holiday stays. \$700/week + holidays.
 - b. \$50 cleaning fee & \$50 refundable security deposit.
 - c. \$50.00 security deposit refunded upon check-out after the unit has been checked by management.
 - d. NO SMOKING & NO PETS!
6. SEASONAL & MONTHLY:
 - a. Electricity use will be billed separately by the month, due on the 15th & responsibility of guests to pay in full. Sites without an electric meter will be billed \$40.00 at min.
 - b. Seasonal site monthly payment plan is available. \$100 fee added to reservation total
 - c. Late fees will be assessed at \$5.00/day for electric/monthly seasonal payments.
 - d. Guests MUST provide an active credit/debit card on their Campspot account.
 - e. Payments are due in full upon arrival and all payments to be received prior to check-out/removal of the unit.
 - f. Site(s) cannot be sublet.
 - g. The agreement is subject to a 30-day trial period for Seasonal guests, during which time either party may cancel the agreement.
 - i. Payments (LESS DEPOSIT AND A CHARGE OF NO LESS THAN THE NORMAL DAILY CAMPING FEE) will be refunded in full for days not used if guest cancels.
 - ii. Deposits on seasonal sites are non-refundable.
 - iii. All fees owed are due before check-out/unit departure.
7. Guests & visitors agree to observe all campground rules & regulations posted in the park as well as in this agreement.
8. One family (immediate family) per site, and no more than 2 guests of paying family per site, or maximum of 2 tents depending on site & management approval.
9. Leave no trace, please ALWAYS utilize trash bins.
10. No lifeguard will be on duty. All water activities are at guests and visitor's risk.
11. Black water pumping will be available weekly for an additional fee of \$40 each pump out.
 - a. Emergency pumping will be provided at the company providing service's cost.
 - b. Please use wastewater tank approved paper & non-formaldehyde chemicals in your tanks.
12. RV exteriors are expected to be maintained & cleaned as needed, minimum once per season.
 - a. Do not wash your RV on holidays or weekends.
13. Seasonal RVs are subject to management approval of stay.

14. All vehicle(s), any guests/visitors in the park must be registered at the office.
 - a. Maximum two vehicles-per-site, parked on your assigned site or green/public areas, if space is available in park and must display provided parking pass.
 - b. Extra vehicles must remain in the visitor parking area.
 - c. **SPEED LIMIT IS 5 MPH.**
 - d. Golf carts, scooters or mopeds are permitted with management approval, & may ONLY be operated by a licensed operator.
 - e. ATV's or dirt bikes of any kind are not allowed.
15. Site changes may be made upon availability at management discretion.
16. Guests must carry their own liability insurance to protect against theft, fire, windstorm, water damage, hail, & vandalism.
17. No use or possession of firearms, fireworks, or illegal drugs are allowed on property.
18. Watercraft must be registered with the State of Michigan, and a DLFC trailer parking pass is required to be displayed.
19. Alcohol is acceptable in moderation, on your site only for those guests that are 21 years of age.
20. MINOR CHILDREN ARE NOT TO BE LEFT ALONE IN THE CAMPGROUND, AND MUST BE SUPERVISED IN BEACH/WATER/POND AREAS.
21. Pets are allowed.
 - a. All Dogs MUST BE on a leash at all times.
 - b. Dogs exhibiting aggressive behavior or excessively barking will be asked to leave.
 - c. Pets must be quiet and always leashed, no exceptions.
 - d. Please clean up after your pet and never leave them unattended.
22. All buildings and facilities are smoke and pet free.
23. Quiet hours are from 11 PM to 8 AM.
24. Landscaping can be added with prior management approval and does become property of the park after departure.
25. Guests are required to maintain grass on seasonal sites every week as needed.
 - a. Grass must remain 3" and under.
 - b. Management is available for mowing grass for a fee of \$30/mow.
 - c. Guests must notify the office by the end of office hours Monday of the current week, if they would like their site mowed.
 - d. If grass is not mowed weekly and the office receives no communication from seasonal guests, management will mow grass and fine guests \$20 on top of \$30 mow.
26. Sites must always be maintained in a neat and orderly fashion.
27. FIXTURES: Storage sheds and decks are acceptable with the Manager's approval.
 - a. NO carpeted decks.
 - b. NO additional fridges (any size), ice makers or appliances other than standard equipped RV appliances.
 - c. All additions must be removed upon departure.
 - d. A \$200 removal charge will be added for any decks/sheds that have been left behind upon departure and materials will become the property of DLC LLC.
 - e. NO storing of any kind under your camper. (Kayaks allowed)
28. Winter RV Storage is available for \$200, and due by October 15th.
29. Winter Boat Storage is available for \$150, and boats must be stored in the designated storage area.
30. Deposit to hold existing seasonal camping site \$200 due by October 15th. Sustaining payment of \$500 due March 1st, if not paid, the site will be considered open. Reservations open October 1st for the upcoming

year, current site guests are allowed first right of refusal. Guests must arrive by May 1st or the site will be considered open if not paid in full.

31. **LIABILITY:** The use of DLFC & DLC LLC facilities are at the guest and their visitor's own risk. DLFC guests are responsible for their visitors. DLFC & DLC LLC assumes no responsibility or liability for the safety & security of the guests & visitors. DLFC & DLC LLC are not responsible for loss or damage to guest's property due to theft, vandalism, fire, any casualty, or act of God. Registered guests and all other users of this property assume all risk of such loss or damage.
32. **DISCLAIMER:** DLFC & DLC LLC provides its services, including but not limited to sites, utilities, and amenities on an "as-is" basis and makes no representations or warranties of any kind, either express or implied. Guests staying at or using our facilities, you agree to these terms and under no circumstances will DLFC or DLC LLC be liable for direct, indirect, incidental or any other type of damage resulting from your use of any part of the resort and services. This includes, but is no way limited to, loss or injury caused in whole or in part by our negligence or things beyond our control.
33. **INDEMNIFICATION:** Guests shall indemnify and hold harmless DLFC & DLC LLC, its officers, owners and employees from all claims, liability, and expenses, including but not limited to attorney and other professional fees, for injury to persons, loss of life, or damage to property arising out of the tenant's exercise of his rights hereunder.
34. DLFC is private property and DLFC & DLC LLC reserve the right to amend these rules & fees without prior notice to guests or visitors. DLFC & DLC LLC or its officers/employees at their discretion, reserve the right to refuse entry to any person and to evict current guests without a refund. DLFC & DLC LLC also reserve the right to refuse to accommodate current and returning guests that have violated our rules and regulations and /or have vacated the resort without paying fees.

PARK POSTED RULES AND REGULATIONS:

- CHECK-IN TIME IS 3 PM. CHECK-OUT TIME IS 1 PM.
- OBSERVE QUIET HOURS FROM 11 PM TO 8 AM.
- LEAVE NO TRACE - PLEASE USE TRASH BINS AND KEEP OUR PROPERTY CLEAN.
- SUPERVISE MINOR CHILDREN AT ALL TIMES.
- NO LIFEGUARD ON DUTY.
- PETS ARE TO REMAIN LEASHED AT ALL TIMES. PLEASE CLEAN UP AFTER YOUR PETS.
- ALL BUILDINGS ARE SMOKE FREE AND PET FREE.
- VISITORS ARE TO CHECK IN AT THE OFFICE AND PARK IN THE VISITORS' PARKING LOT.
- NO ILLEGAL DRUGS OR MARIJUANA ALLOWED IN CAMPGROUND.
- NO ATVS OR MOTORIZED VEHICLES. GOLF CARTS ARE ALLOWED WITH MANAGEMENT APPROVAL AND MUST BE OPERATED BY A LICENSED ADULT.
- USE OF ALCOHOL IS ALLOWED BY GUESTS 21 YEARS OF AGE IN MODERATION, LIMITED TO CAMP SITES ONLY.
- LIMIT CAMPFIRE TO FIREPITS ONLY.
- PLEASE KEEP YOUR CAMPSITE NEAT AND ORDERLY.
- BE CONSIDERATE OF YOUR NEIGHBORS AT ALL TIMES – TREAT OTHERS AS YOU WISH TO BE TREATED IN RETURN.

CAMPGROUND MANAGEMENT RESERVES THE RIGHT TO ASK YOU TO LEAVE FOR VIOLATIONS OF OUR POLICIES, WITHOUT REFUND.

RV, KAYAK & SUP RENTAL AGREEMENT:

The undersigned, as "RENTER" in consideration for the use of the rental equipment identified herein ("rental equipment"), and for other good and valuable consideration, the receipt of which is hereby acknowledged, voluntarily and knowingly signs this Release and Indemnification Agreement ("Agreement") with the express intention of making a complete and total release and indemnification of Dumont Lake Family Campground and DLC, LLC (including its members, agents, owners and assigns), the "COMPANY," as well as making other covenants and warranties as follows:

1. Warranties and Acknowledgement, The RENTER, as an inducement to the COMPANY to enter into this Agreement, expressly makes the following warranties and acknowledgments and states that:
 - a. The RENTER has conducted a visual and physical inspection of the rental equipment and has determined that it is in good and safe working condition.
 - b. The RENTER, is familiar with the proper usage and operation of the rental equipment or has requested instructions from the COMPANY as to the rental equipment's proper usage, if the RENTER is unsure as to the rental equipments' proper use and operation. The RENTER expressly concedes that removal of the rental equipment from the COMPANY's immediate custody and control constitutes an acknowledgment that the RENTER has either received full and adequate instruction on the rental equipment's use from the COMPANY or has waived receipt of these instructions.
 - c. The RENTER fully understands and acknowledges that there exists certain inherent dangers and risks of damage or serious bodily injury, including death, associated with the use and operation of the rental equipment, notwithstanding the exercise of due care. The RENTER further represents and warrants that the RENTER is in good health, and the RENTER knows of no physical illness or limitations preventing the RENTER from using the rental equipment in a safe manner, with due care, and only for its intended proper use and purpose.
2. Covenants. The RENTER, as a further inducement to the COMPANY to enter into this agreement, expressly agrees and covenants that the RENTER shall be the only person allowed to use and operate the rental equipment, and that the RENTER shall use the rental equipment safely, with due care, and only for its intended proper use and purpose. The RENTER hereby expressly, knowingly and voluntarily agrees to indemnify and hold the COMPANY harmless for any and all liability for any injury, loss or damage arising from use of the rental equipment by anyone not authorized by this agreement to use the rental equipment, REGARDLESS of whether the injury, loss or damage results from the COMPANY's NEGLIGENCE OR FAULT.
3. Release, Indemnification, and Waiver. The RENTER, as a further inducement to the COMPANY to enter into this agreement, expressly agrees that:
 - a. The RENTER, with the intention of binding himself or herself, his or her legal representatives, heirs and assigns, hereby expressly, knowingly, and voluntarily releases and discharges Dumont Lake Family Campground from all claims or demands of injury, loss or damage of any kind, whether in contract or tort, law or equity, fixed or unfixd, matured or unmatured, liquidated or unliquidated, arising out of this Agreement, including but not limited to the use of the rental equipment. The RENTER hereby expressly, knowingly and voluntarily agrees that this release shall be applicable and binding if the RENTER suffers injury, loss or damage resulting from the COMPANY's negligence or FAULT. The RENTER further agrees that the RENTER is barred, on his or her own behalf and on behalf of those claiming through or under the RENTER, from bringing any claim or demand against the COMPANY for any injury, loss or damage referred to in this paragraph;
 - b. The RENTER further expressly agrees to assume and bear full responsibility for all injury, loss or damage arising out of the RENTER's use of the rental equipment The RENTER hereby expressly, knowingly and voluntarily agrees to indemnify and hold the COMPANY harmless for any and all liability for such injury, loss or damage REGARDLESS of whether the injury, loss or damage results from the COMPANY's NEGLIGENCE OR FAULT;

c. The RENTER further expressly agrees to assume and bear full and total responsibility for all damage to or loss of the rental equipment and agrees to fully indemnify the COMPANY for any and all costs and expenses incurred by the COMPANY for repairing or replacing the rental equipment or other equipment which may become damaged or lost during the RENTER's possession of said equipment, normal wear and tear, excepted;

d. The RENTER further expressly agrees that this agreement is intended to be as broad and inclusive as permitted by the laws of the State of Michigan, and that if any portion of this Agreement is held invalid, that the remaining portions shall, notwithstanding, continue in full legal force and effect. The venue for any action arising out of this Agreement shall only be in the Circuit Court or County Courts of Allegan County Michigan; and

e. The RENTER further expressly agrees and acknowledges that the RENTER has carefully read this Agreement, knows its contents and understands it.

4. Attorneys Fees and Costs. The RENTER agrees to reimburse the COMPANY for any and all costs, expenses and actual attorneys' fees incurred by the COMPANY for prosecuting or defending any legal actions or claims arising from this Agreement, including through all appeals.

5. Further Acknowledgment. The RENTER fully understands that failure to return the COMPANY's rental property or equipment upon expiration of the rental period, and failure to pay all amounts due (including costs for damages to the property or equipment) are evidence of abandonment or refusal to redeliver the property.

6. Jury Waiver. ALL PARTIES ACKNOWLEDGE AND UNDERSTAND THAT THEY HAVE A CONSTITUTIONAL RIGHT TO A JURY TRIAL. NEVERTHELESS, THE PARTIES TO THIS AGREEMENT HEREBY KNOWINGLY, AND VOLUNTARILY WAIVE ANY AND ALL RIGHT TO ANY TRIAL BY JURY IN ANY ACTION ARISING DIRECTLY OR INDIRECTLY UNDER THIS AGREEMENT.

By accepting the terms and conditions, I have read and understand this agreement and all of its provisions. I have had the full opportunity to ask anyone of my choosing about any and all provisions contained in this agreement, including paragraph 6.