

**CAMPING AGREEMENT
CHAMP BEACH RV PARK
PORT HENRY, NY**

This Agreement is between, _____ hereinafter referred to as “camper” and The Village of Port Henry.

For the purpose of this agreement only, “The Village of Port Henry” shall be defined to include the employees of the Village of Port Henry, and the campsite manager(s).

“Camper” shall be defined as any person who is properly registered with the Village of Port Henry as a camper at the premises.

“Premises” shall be defined as the beach and campground at 54 Dock Lane Port Henry, New York, and all other property owned by the Village of Port Henry.

- All campers must obey all federal, state and local laws at all times.
- Both parties hereby recognize that it is a privilege, not a right to camp at the Champ Beach RV Park. Both parties hereby agree to waive any and all lawful process otherwise required by law to remove a camper in violation or perceived violation of this agreement or of any camp or beach rules otherwise posted or of which camper is otherwise aware and agree that the Village of Port Henry and camp managers have the exclusive right and responsibility to remove anyone from the premises for any violation or perceived violation of any portion of this agreement, or violation or perceived violation of any posted rules or rules of which the camper otherwise is aware.
- Both parties agree that if camper violates this agreement or any rule, or if the Village of Port Henry perceives he or she has violated any portion of this agreement or any rule, then camper agrees to leave the premises immediately upon being requested to do so by the Village of Port Henry. Camper acknowledges that by signing this agreement he or she relieves the Village of Port Henry of any requirement to take any legal action to remove camper. Camper hereby expressly waives any right to eviction proceedings, or any other special proceedings to remove him from premises. Camper agrees to leave the premises immediately upon being requested to do so by the Village of Port Henry.
- Camper agrees to abide by all rules listed herein, and all rules posted on the premises, and all rules provided to him or her by the camp manager. Camper acknowledges that he or she has read and received, a copy of the campground rules and regulations, and that failure to abide by any rule or term of this agreement may result in his or her immediate removal from the premises.

- If camper is removed from the premises, he or she will not receive a refund of any portion of monies paid to secure the campsite. If removed from the premise, camper forfeits payment in full of funds paid to the Village of Port Henry for site.
- Camper agrees he or she is responsible for providing Personal Liability Coverage and Physical Damage Coverage on all property and equipment owned and non-owned, while in and on any and all properties owned by the Village of Port Henry.
- Camper agrees that any personal property left on premises after camper has vacated the premises is considered abandoned and hereby gives permission to the Village of Port Henry to dispose of any abandoned property in any way the Village of Port Henry shall see fit. The Village of Port Henry will not reimburse camper in any way for abandoned property.
- Camper hereby releases the Champ RV Park, the Village of Port Henry and all agents, representatives and employees from all responsibility for damage to personal property from risks normally associated with camping and outdoor activities including but not limited to falling objects, earth movement, natural disasters, flood, vermin, vandalism, theft, animal damage, wind, and all weather related losses. "Personal property" shall include but shall not be limited to campers, automobiles, boats, trailers, watercraft and personal equipment, and all belongings in camper's possession, care, custody or control.

By signing this agreement, camper agrees he or she has fully read and understands the contents of this agreement and has read and received a copy of the rules.

Print Name

Date

Sign Name

Print Name and address of Witness

Signature of Representative of
Village of Port Henry

Date

Print Name of Representative of Village of Port Henry

1) Reservations and Refunds

- a) A refundable \$10.00 deposit will be charged on all overnight stays. When checkout occurs, the manager will refund the \$10.00 if the site is clean and free of damage.
- b) In addition to the deposit referenced in rule number (a), a deposit equal to the cost of one night visit will be required at the time of reservation. This deposit will be credited to the camper's bill if the camper checks in. This deposit will be refunded only if the camper cancels his or her reservation within seven (7) days prior to the camper's initial reservation.
- c) The Village of Port Henry will honor requests to re-schedule reservations only if such request is made no later than seven (7) days prior to scheduled arrival. The Village of Port Henry will attempt to accommodate all such requests to re-schedule, however makes no guarantee the camper will receive the requested site, location or preferred date of arrival. All re-schedules will be granted based upon availability and site vacancies.
- d) The Village of Port Henry will not provide a refund of any portion of camping fees due to the discomforts of nature, weather, early departure or removal.
- e) To be placed on the lakefront list, a written request must be submitted to the Village office. Once it is received, you will be placed on the list as of that date. When a site becomes available, the first person on the list is offered the site. If they refuse the site for any reason, they are taken off the list and the site is offered to the next person on the list. You must then submit another written request to the Village office to go back on the list, as of the resubmission date.
- f) If camper vacates site without notifying the camp manager, site may be rented after a 24 hour period.

2) Check In

- a) All campers must check in and register with the manager. Payment is due in full upon arrival. Office hours are 9:00 a.m. to 5:00 p.m. Sunday through Thursday and 9:00 a.m. to 7:00 p.m. Friday and Saturday.
- b) The maximum number of people allowed per overnight per site is six (6) campers. An additional site is required if more than six (6) people are staying overnight.
- c) No one under the age of 18 is allowed to camp on the premises unless accompanied by an adult.
- d) At the time of registration, camper shall provide to the Village of Port Henry the name, home address, and age of each person who will be staying at the registered site. For each child under the age of 18 year, the camper will provide the name, address and phone number of the legal guardian for that child, and the name address and phone number of the person on premises who is responsible for that child.
- e) Rates for storage of vehicles in overflow parking areas is \$3.00 per day or \$13.00 per week.

- f) Campsites may not be re-let, loaned, borrowed or subleased to anyone other than the registered camper(s).
- g) No commercial enterprise will be permitted to operate from the campgrounds without express written permission from the Village of Port Henry. No work vehicles or commercial vehicles are allowed to be stored or parked on premises without written permission from the Village of Port Henry.
- h) Any camper or RV that is longer than 36 feet will be placed in the back of the campground area.
- i) Any boat or jet ski brought into the RV Park must be registered with the campsite office and will be allowed to be kept on site if size permits. Parking of boats or jet skis may not infringe upon neighboring sites or the roadway.
- j) All campers' boats (lakefront or non-lakefront campers) may be moored along the lakefront where possible. New construction (shoreline restoration) may limit mooring spaces, compared to prior years. The boats must stay in front of the lakefront camping section and may not be anywhere near the swimming area. All boats must be registered in the campsite office prior to mooring.

3) Visitors, Vehicles and Traffic

- a) The registered camper assumes all responsibility for all guests to the site.
- b) All visitors/guests to the campground must sign in at the office before entering the campground.
- c) All unregistered campers, visitors and guests must leave the premises before 10:00 p.m.
- d) All visitors agree to abide by all rules listed herein, and all rules posted on the premises, and all rules provided to him or her by the camp manager. Camper acknowledges that failure to abide by any rule or term of this agreement may result in the visitor(s) immediate removal from the premises.
- e) Speed limit throughout the campsite is 5 mph. Speeding in excess of 5 mph at any time is prohibited.
- f) The maximum number of vehicles per site is two (2); however, no site is guaranteed two (2) vehicles. Some sites do not have the parking space available to accommodate two (2) vehicles and some vehicles may be too large for the site parking. Additional vehicles or vehicles too large to fit on the site must be parked in storage or overflow parking which is available on premises.
- g) No unlicensed motor vehicles are allowed on the campground without written permission of the Village of Port Henry. "Motor vehicle" shall be defined by the New York State Vehicle and Traffic Law and shall include but not be limited to ATVs, golf carts, scooters, children's cars and lawn mowers.
- h) The maximum number of recreation vehicles or trailers per site is one (1).

4) Conduct and Safety

- a) Firearms or fireworks are prohibited.
- b) Littering is prohibited.
- c) No alcohol consumption by minors is allowed.
- d) Any camper or visitor who appears drunk, disorderly, disruptive, or who violates any of the conditions of this agreement must leave the premises immediately upon request by a Village of Port Henry representative or the campground manager.
- e) Any camper who refuses to leave the premises after being requested to leave for any reason, is considered a trespasser and is subject to arrest by lawful authorities.
- f) Swimming is allowed only in the designated swimming area and only when a lifeguard is on duty. All children age 12 and under must be accompanied by an adult over the age of 18 years at all times when swimming or when on the beach area.
- g) Quiet hours begin at 10:00 p.m. All children are to remain at their registered site after 10:00 p.m. Bike riding through the campground after dark is unsafe and prohibited.
- h) Children 16 and under, riding bicycles are required to wear helmets as required by state law.
- i) Noise complaints must be addressed to and will be handled by, the campground manager. Your cooperation and consideration of others in the campground is appreciated.

5) Site Rules

- a) Only one picnic table is supplied per site. Campers shall not damage picnic tables, or cover them with any adhesive such as contact paper.
- b) Campers are responsible for keeping site neat and clean. Site ornaments, decorations, or improvements must be pre-approved by the Village of Port Henry. Only factory-made canopies and awnings are allowed. No homemade canopies or awnings allowed on premises. Any alterations to sites, shrubbery, trees, or surrounding areas are prohibited. All furnishings must be removed from site at the end of the stay.
- c) No camper shall allow the air conditioner to run when the site is unattended.
- d) Each camper is allowed one refrigerator. An additional refrigerator may be added per metered site without restriction on size. Any refrigerators kept outside must be properly and safely wired and the door must be locked at all times. The Village of Port Henry is not responsible for loss of food due to power outage or vandalism.
- e) CAUTION: Extreme water pressure may exist at facilities on premises. Campers are advised to use a pressure reducer.
- f) Campfires are not to exceed 2 feet above the fire ring. Campers may burn only untreated wood and shall not burn plastic, garbage, food, or other materials unsuitable for campfires. Campers may burn paper only while attempting to properly start a campfire, not to maintain it.
- g) All accelerants including, but not limited to, gasoline, kerosene, etc. are prohibited from use on campfires.

- h) The burning of garbage is prohibited.
- i) Champ Beach RV Park and the Village of Port Henry assume no responsibility for personal property left anywhere on the premises, including, but not limited to, the campsites, beach, parking areas, pavilion, storage areas, bathrooms, beach house, docks or boats.

6) Sanitation and Electric

- a) All electric bills must be paid in a timely fashion. Security deposits may not be applied to the electric bill without prior written approval by the Treasurer, Village of Port Henry.
- b) Garbage must be disposed of properly. A landfill sticker is required on each bag. Campers may purchase landfill stickers at the campground office for \$2.50 each.
- c) All blue-boys will be positioned above ground (sitting on top of the ground). This is according to the Dept. of Health. These containers and all connections can and will be inspected by code officer. No camper shall dump grey water at any time except in dump station or by pump out. There will be a \$500 fine by the Village of Port Henry or more by the code officer.
- d) Dumping of holding tanks and grey water is permitted only at the dump station. No camper shall dump grey water without a proper discharge hose. A minimum fine of \$500 will be imposed by the Village of Port Henry for each occurrence of improper dumping.
- e) Honey wagon pump-out service is available at \$10.00 per pump-out. Seasonal rates are \$170 for one pump per week or \$340 for two pumps per week. Pump-outs must be scheduled with the camp manager and paid for prior to the scheduled pump-out day. Extra charge of \$20 per pump out is charged for pumping on unscheduled day.

7) Pets

Dogs are allowed on premises only under the following circumstances. No other pets are allowed on premises.

- a) All dogs on premises must be registered with the camp manager prior to entering the park. Any camper wishing to have a dog at their site must first provide to the camp manager satisfactory proof of the dog's registration and rabies vaccination. Dogs must be leashed at all times. No leash shall exceed 10 feet in length. All dog owners must clean up after their pets by removing and properly disposing of any dog waste. Dogs may not be left unattended at any time. No site may have more than two (2) dogs at any time. Persistent barking will not be tolerated and will result in removal of the animal from the premises.
- b) The Village of Port Henry reserves the right to refuse any dog on the premises for any reason. The Village of Port Henry reserves the right to compel any dog be removed from the premises for any reason without use of any further lawful process, regardless of whether or not such dog has been properly registered with its owner and the site.

8) Check Out and Departure

- a) Prior to vacating the site, each camper must make an appointment with the camp manager for an on-site inspection. The manager will inspect the site before each camper leaves the premises and will determine at that time what amount of the security deposit, if any, shall be returned. Full discretion in determining damage to any site, and return of security deposit lies solely with the Village of Port Henry. Both parties hereby agree no other lawful process is necessary to determine return of security deposit.**
- b) Check out time is 11:00 a.m. on the day of departure.**
- c) Camper agrees that any personal property left on premises after camper has vacated the premises is considered abandoned and hereby gives permission to the Village of Port Henry to dispose of any abandoned property in any way the Village of Port Henry shall see fit. The Village of Port Henry will not reimburse camper in any way for abandoned property.**
- d) Champ Beach RV Park and the Village of Port Henry assume no responsibility for personal property left anywhere on the premises, including but not limited to the campsites, beach, parking areas, pavilion, storage areas, bathrooms, beach house, docks or boats.**