

# Terms & Conditions

(effective 08/01/2021)



By staying at Waterree Lake RV Park & Marina (hereinafter the "Resort"), the undersigned individual (hereinafter "Guest" or "You") (collectively, the "Parties") hereby agrees to the following terms and conditions (hereinafter the "Agreement") as part of the stay at the Resort and are legally bound by these terms.

## **PLEASE NOTE THAT BY SIGNING THIS ACKNOWLEDGEMENT AND STAYING AT THE RESORT, YOU ENTER A BINDING CONTRACT.**

### **1. RESERVATION**

- a) When a Guest makes a reservation, you are renting a space within the Resort and the applicable facilities associated with the rental space (hereinafter the "Site"). A binding agreement arises between the Resort and the Guest upon the Resort's acceptance of the Guests payment.
- b) Where applicable, you may modify your booking, such as booking dates or location. Changes to booking dates and location are subject to availability. If available, the Guest hereby agrees to pay any excess amount for the booking.
- c) Check-in time is 1:00pm. Check-out time is 12:00pm. All campers and visitors must check-in at the office upon arrival. Visitors will receive a vehicle pass. Reservations not paid in full on arrival date are subject to cancellation.
- d) 3 Night Minimum Stay on Holidays and Special Events

### **2. PAYMENT REQUIREMENTS**

- a) Daily and Weekly Reservations, less than 1-month total: Payment due in full at the time of reservation.
- b) To secure a monthly reservation, a Two Hundred Fifty Dollar and No Cents (\$250.00) refundable Deposit must be paid via a major credit card at the time of booking. This Deposit secures the Guests rental space and ensures proper check-out. The remaining balance is due upon arrival.
- c) For your convenience, the Resort will charge any outstanding balance to the same card you have used to pay the Deposit. Additionally, by making a booking, you authorize the Resort to debit any amount owed by you through the credit card the Resort has on file. Failure to make timely payment authorizes the Resort to collect the full outstanding amount, plus attorney's fees and costs, in enforcing the terms of this Agreement.
- d) For monthly guests, a Late Fee of \$25.00 will apply on the 6<sup>th</sup> of each month for any unpaid balance being due.

### **3. CANCELLATION POLICIES**

- a) **Cancellation by Guest:** Guests may cancel and be eligible for a full refund if cancellation occurs 10 days prior to arrival date (14 days for holiday weekends), less a \$10 processing fee. Cancellations made within the 10-day (14-day holidays) policy will forfeit the full deposit and no rain-checks. No refunds or credits for early departure and/or weather conditions. If you need to cancel your reservation, you must call the resort during business hours. Email notifications are not accepted.
- b) **Cancellation by Resort:** The Resort reserves the right to cancel the booking. In the event a cancellation occurs by the Resort, the full monetary amount shall be refunded to Guest and Guest acknowledges that Resort shall have no further liability to Guest.

### **4. PRICE**

- a) The price the Guest pays for the Site depends upon the location, size, and length of stay at the Resort and is agreed between the parties before the Guest starts his stay at the resort. In addition to the rental fee for the Site, long term rentals (a month or longer) must also pay for their electrical consumption. There is an electrical meter at each site. The Resort reads the electrical usage and sends out an invoice towards the end of the month.
- b) The price for the Site includes up to 6 people, 2 vehicles and 1 boat/Jet Ski per Site.
- c) Additional Person permit is \$3.00 per Night - (Maximum of 9 people per site). This also applies to visitors.
- d) Only one (1) RV unit per RV site.
- e) One (1) tent or shelter is allowed per RV Site but needs to be approved by management.
- f) Only two (2) tents per Site. Tents are only allowed on water/electric sites.
- g) Any additional vehicle/boat/Jet Ski (everything over 2 vehicles and 1 boat/Jet Ski per site) may be allowed at the Resort for an additional fee of \$5.00 per night per vehicle. The additional vehicle must be parked in the designated overflow parking area. Our designated overflow parking area is extremely limited and subject to availability.
- h) The price for the Site does not include a Boat slip. If desired, a boat slip must be rented separately (Rental is possible on a daily, weekly or monthly basis).
- i) Accommodation taxes may apply depending upon the length of stay.

### **5. RV's // VEHICLES**

- a) No tailgating through the automatic gate system. The gate closes after each vehicle automatically. The Resort is not liable for any injury, damage or loss caused by problems or malfunction of gates.
- b) All campers/vehicles must be clean & in good repair.
- c) Parking on roads, grass landscaping, vacant sites and/or protruding into the street is prohibited and will be towed at the owner's expense.
- d) Registration tags must be visibly displayed on all RV's, vehicles, and overflow items while on the resort property.
- e) All boats, boat trailers, car caddies, etc. must be registered at the front desk.
- f) All trailers must be parked in the overflow parking or the designated parking area for trailers with a valid parking tag.
- g) Only electric Golf carts are allowed. No ATV's or UTV's are permitted on the premises.
- h) Individuals without a current driver's license may not operate any motorized vehicle in the resort.
- i) **Resort speed limit is 5 mph. Failure to comply will result in eviction.**
- j) Any vehicle that is not drivable because of registration, insurance, license or inoperative and is not being used will need to be removed off the premises or will be towed at Guests expense. Do not park on your neighbor's space. Minor repairs to vehicles in the RV-Park may be allowed. Oil changes or any activities that may result in the spillage of petroleum products are not permitted. Any vehicle accident to or caused by you or your visitor's car in the park is your sole responsibility. Owners will not be responsible for any damages, theft, or any lawsuits.

### **6. PROPERTY // SITE**

- a) **Cleanliness of the resort is very important to us. Sites are to be kept clean and orderly, as determined by management.**
- b) Wastewater must be discharged into authorized receptacles only and never discharged onto the ground. Sewer collars or approved sealed sewer connections are required at all times. Please ensure all of your hookups are in good working order.
- c) Campfires must be attended, under control at all times and only in the designated fire pit. **DO NOT MOVE FIRE PITS AND DON'T USE THEM AS A TRASH RECEPTACLE.**
- d) All buildings in the resort are smoke-free. This includes electronic smoking devices. Please properly dispose of all cigarettes in designated receptacles.
- e) No unauthorized structures shall be erected on any site. Unauthorized structures, including fences, sheds, playground equipment and awnings may be removed by the Resort at Guests expense.
- f) Trash must be stored in proper containers or in tied plastic bags and then deposited in one of the trash dumpsters provided. The following should not be deposited in or near the dumpsters: trash originating from home, such as mattress furniture, tables, chairs and other trash not from camping activity, fishing cleaning waste, campfire ashes and old tires.
- g) If management has to clean your site, there will be an extra \$25 charge billed to the credit card on file.

7. **REGISTRANTS // VISITORS**

- a) FIREARMS, LETHAL WEAPONS OR FIREWORKS ARE PROHIBITED ON RESORT PROPERTY.
- b) A maximum of 9 people per site including visitors.
- c) Quiet hours are from 10:30PM to 7.30AM. The operation of generators is prohibited once on site.
- d) A curfew of 9PM for all children under the age of 16 is effective unless the child is accompanied by an adult.
- e) All children under the age of 16 must be accompanied by an adult on the Resort dock and/or in and around Lake Wateree. They are not to be left unattended anywhere in the park.
- f) Resort registrants are responsible for the conduct and safety of all of the occupants and invitees of their unit/vehicle/site in the resort.
- g) No diving off from boat-dock.
- h) Fishing off the boat-dock only allowed during Off-Season from October through March.
- i) You may wash your camper once a month. No washing of cars, filling pools, etc. on-premises. Please don't use water excessive.
- j) All persons not registered to the site at check-in will be considered visitors. They must register at office before entering the Resort, obtain a car permit and pay the appropriate visitor fee of \$5.00 per day per car. Cars parked without valid permit are subject to be towed at any time at OWNER'S cost. Permit must be visible on dash at all times. Visitors may be restricted during periods of high occupancy. Registered campers are responsible for their visitors and will be held financially responsible for any damage to our property. Please make sure your Guests are aware of the community rules. Those who do not comply will be considered trespassing.
- k) Guests may not sell, rent out, advertise or offer services while in the Resort.
- l) Resort Guests are financially responsible for any damage to Resort property, intentional or accidental. Any costs for replacement to damaged property will be passed on to the violator. Willful damage or defacing of Resort property will be cause for immediate eviction and prosecution.
- m) Guests and invitees use the Resort facilities and amenities at their own risk. The Resort is not responsible for loss or damage due to fire, accident, theft, weather or catastrophic events.
- n) ALCOHOLIC BEVERAGES: Alcoholic beverages must be kept in a cup or a koozie at all times. Any public intoxication will result in law enforcement being called to the Resort.
- o) Common courtesy will prevail between all persons in the Resort. Profane, abusive or threatening language or action directed at Resort personnel or other Resort Guests is prohibited. Anyone engaging in such activity will be evicted from the Resort. Any Guest whose actions interfere with the operation of the Resort will be evicted.
- p) This RV-Park is privately owned. Resort management reserves the right to select our Guests as well as the right to refuse service to anyone.
- q) The Guest hereby agrees to be bound by any restrictions or rules applicable to the Resort and further agrees to comply with the direction of Resort staff regarding the application of these rules and anything in connection with your stay at the Site. Guest further agrees to behave in a civilized manner and behave with good morals and public order. Moreover, Guest further understands and agrees that he is responsible for the actions of all persons (adults and children) covered by the booking or accompanying the Guest.
- r) Failure to comply with the Resort's reasonable direction regarding a Guest's responsibilities may result in Guest being asked to vacate the Resort. If a Guest is asked to vacate the premises, the Guest forfeits any pre-payment for the Site and forfeits the Deposit. The Resort shall have no further liability to Guest for the aforementioned forfeitures.
- s) Resort Management has the right to change your site in case of emergency.

8. **PET POLICY**

- a) Pets are allowed at the Resort. Owners are legally responsible for their pets and injury or loss caused by their pets.
- b) Pets must be on a leash and with their owner when outside of the RV unit.
- c) Excessive barking and/or aggressive behavior will not be tolerated. Behaviors may result in immediate removal from Resort.
- d) Clean up after your pet and properly dispose of all pet waste/litter in proper receptacle. Failure to do so will result in a \$25 fine.
- e) Pets are not allowed in buildings or the playground area.

9. **MISCELLANEOUS**

- a) **Governing Law.** This Agreement shall be construed and governed in accordance with the substantive laws of the State of South Carolina, excluding any conflicts of law rule or principle that might otherwise refer to the substantive law of another jurisdiction, without regard to the place of execution or the place of performance thereof. Guest hereby consents to the jurisdiction of any local, state, or federal court located in the State of South Carolina. Each party waives any objection which such party may now or hereafter have to such venue or jurisdictional court in any action, suit, or proceeding.
- b) **Amendments.** No amendments, changes, alterations, modifications, additions, or qualifications to the terms of this Agreement shall be made or binding unless made in writing and signed by all parties hereto.
- c) **Attorney's Fees and Costs.** The prevailing party in any legal dispute arising hereunder shall be entitled to payment of its reasonable attorney's fees and costs by the other party.
- d) **Severability.** In the event any provision of this Agreement is held invalid or unenforceable for any reason, the remainder of the Agreement shall be unaffected and shall remain in full force and effect in accordance with its terms.
- e) **Liability Waiver. Wateree Lake RV Park & Marina is privately owned. The guests (including their visitors) accept camping privileges with the understanding that they do hereby release the Resort, its officers and employees, of all liability for loss or damage to property and injury to his person arising out of his use of its camping facilities, and agrees to indemnify the Resort, its officers and employees, against claims resulting from loss or damage to property or injury to the person of any member of the family or guest of the registered camper arising out of the use of its camping facilities.**

THE PARTIES HERETO have set forth their hands and signatures to this Agreement as of the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

**GUEST**

**SIGNATURE:** \_\_\_\_\_

Printed Name: \_\_\_\_\_

Address: \_\_\_\_\_

City, State, Zip \_\_\_\_\_

E-Mail: \_\_\_\_\_

**RESORT**

**RESORT BY:** \_\_\_\_\_

Print Name: Juergen and Mandy Mutzel

Address: Wateree Lake RV Park & Marina

2367 Dolan Lane

Liberty Hill, SC 29074