

Clay's Park Camper Handbook/ Code of Conduct

For the 2018 camping season



September 2017

Article I

FINANCIAL RESPONSIBILITIES/POLICIES

- 1. Deposit to Secure Renewal of Site.** In order to secure your seasonal site for the next year, please remember to turn in your non-refundable **\$350** deposit by **October 1ST**, which will be applied to your site price. If we don't receive your deposit, then the site will be considered open and promptly added to our Open Site list. Cancel sheets will be processed for any sites without full deposits as of November 1st and you will be processed as a new camper if you return (current Market Value will apply to the site fee in this case).
- 2. Please pay your site in full by April 1st** in order to camp for the season beginning on May 1st. Remember, a 10% late fee will be added to your balance if the site is not paid in full by the end of business on April 30th. Additional late fees apply each month the balance is unpaid. You will also have no access to the Resort until the balance is paid in full.
- 3. Substitutions** of any individual campers listed on your contract are not permitted after signing.
- 4. Security Deposit.** A one-time **\$200** security deposit is required before you may begin using your campsite. This deposit will be applied to any outstanding balances and the remainder refunded once all of the criteria are met upon vacating your site permanently. This includes completing the "Cancel Sheet", returning of ALL seasonal camper photo ID badges and wristbands, and leaving the site clean and free of all trash, debris, and any personal property.
- 5. Early Termination.** If you desire to terminate this agreement before the expiration date, management must be notified. Clay's Park does not make refunds for the unexpired term of any season camping agreement. Season camping agreements are not transferrable. However, a camper who finds a new camper for his site, subject to approval by management, may be paid a referral fee or may pro-rate the remaining site fee with the new referral. The new camper will execute a new agreement with Clay's Park.
- 6. October 31st.** Please remember that any Seasonal Camper who has not renewed their agreement (paid their site deposit of \$350.00) for the following year must have their RV unit removed by October 31. If the RV unit has not been removed by that date, management reserves the right to have the camper removed by a salvage company and the site will be added to current open inventory for the next season.
- 7. Vacating your Site.** Remember also, that you may not remove your RV from Clay's Park Resort until all outstanding balances have been paid in full. As a Seasonal Camper, you agree to pay for all collection expenses, including attorney fees and court costs (if applicable). Our intent to remove the camper will be provided to the phone number and email address in the campers' file two weeks prior to removal.
- 8. Past Due Balances result in Abandoned Vehicles.** Any vehicle left on a site for which there is an unpaid outstanding balance more than 30 days in arrears without written authorization from Clay's Park will be deemed abandoned. Please understand that any abandoned vehicle on your site will be removed from the park and towed to an impound lot. You will be billed for the costs of the towing. You will also be assessed storage fees from the date of abandonment at the rate of \$8.00 per day (for any vehicle weighing less than 1,500 pounds), and/or \$12.00 per day (for any vehicle weighing more than 1,500 pounds).
- 9. Electric usage** is metered and payment is due at the end of each month. If bills are not paid, a \$5.00 late fee will be added to your account each month that your electric bill remains unpaid. Bills are available at the corporate office after the fifth of each month. We do not mail any invoices except the last bill. You can call the office for your balance, or if you provide a valid email address, we will email your electric bills on a monthly basis. You can also make payments online at www.clayspark.com, call the corporate office and pay with a credit card over the phone, or come to the office to pay with cash, credit card, or check. A drop box is also available at the corporate office if the office is closed. Some campers choose to prepay an estimated

amount for the season to avoid writing several smaller checks. There is a \$5.00 per month processing fee on all electric bills.

- 10. Final Electric Bill for the Season.** If you do **not** have an email address on file, your final October electric bill will be mailed to you. If you **do** have an email address on file with us, your final October electric bill will be emailed to you, NOT mailed. If past due electric bills exceed \$100.00, admittance to Clay's Park will not be allowed. Additionally, seasonal campers with past due electric bills exceeding \$100.00 will not be permitted to purchase discounted tickets to events at Clay's Park.
- 11. Season Passes.** The seasonal camping package includes passes for up to four family members as listed in the Season Campsite User Agreement. Children five years old and under are free. Seasonal passes for any additional person may be purchased for \$120 plus \$5 for their ID.
- 12. Overnight or Daily Passes.** All seasonal guests must pay the daily fee of \$12.00 per person or \$7.00 if over 65 yrs. old. This admission rate includes use of park amenities on the day of check-in, access to your campsite that night, and use of park amenities until close the next day. ****These rates are subject to change during holidays or special events****
- 13. Special Guest Procedure (late afternoon).** Entry fee of \$5.00 per person. Entry permitted after 5PM (7 days a week) and guests must exit park by 11:30PM. Limit of 4 guests per night, per site. Not valid during special events and/or Holiday weekends.
- 14. Selling Your RV.** If you are interested in selling your RV while it is still on Clay's Park property, you must sign an RV sales agreement with Clay's Park. If you wish to sell your RV on your own, you must remove your camper from the park. Again, no "FOR SALE" signs are permitted at the site (including inside the camper). Remember that your site is not included in the sale of your RV. However, the buyer of the RV has first right of refusal on the site subject to approval by management. Site fees are not transferred to the purchaser and the purchaser must arrange for a season site license from the Park. Management will make every reasonable effort to accommodate a potential buyer to facilitate sale of your camper.
- 15. Moving Your RV.** Clay's Park will no longer move, or adjust RV's on sites. Please make arrangements with an outside vendor, or inquire in the Corporate Office about hiring someone for this service.

Article II

ACCESS TO THE CAMPGROUND

- 1. Speed Limit.** All vehicles (including cars, trucks, golf carts, etc.) must obey the posted **5 MPH** speed limit throughout the park. Please don't forget that our roads are considered public roads.
- 2. When.** Your seasonal site agreement grants you access during our posted camping season—**May 1st at 10:00 A.M. through November 1st at 3:00 P.M.** Admission will be restricted if you have any outstanding balances. Off-season campground access is available weekdays during office hours and during selected weekend days.
- 3. ID Cards.** Each person registered on a season site is required to purchase from the Park a durable plastic ID card which must be presented for entrance to the campground. The cost of an initial ID card is \$5. The cost of a replacement card is \$15. You are responsible for keeping track of your own card. Photo ID cards are the property of Clay's Park and must be returned to the park upon termination of your campsite user agreement. All campers are required to present their ID cards before entering the park. Any member found to have abused their privileges by allowing someone else to use their card will be ejected from the park for the remainder of the camping season.
- 4. Wristbands.** In addition to ID cards, Clay's Park will issue each seasonal camper a durable wristband. **These wristbands must be worn at all times while you are in the park.** Replacement wristbands are subject to a \$5 fee. Do not discard these bands until you are notified that they have expired.
- 5. Pets.** Only one dog and one cat or two dogs or two cats are permitted per site. All pets must be kept on a leash and under control and are not allowed in designated picnic areas, or in the corporate office. Noisy or vicious animals are not allowed in the park. It is your responsibility to clean up after your pets. Please do not let your pet use the restroom on someone else's site or on park grounds without cleaning it up. All seasonal campers with pets are required to provide documentation of vaccine history for their furry loved ones. This procedure will protect both the pet owner, as well as any guest who happens to be staying at their site or in the park. Dogs are permitted to be in the designated area for pets at the Water Park. This area is behind the tree line by the white sand volleyball courts. No portable, or fenced in kennel areas are permitted on a campsite. Pets must not be left on a campsite unattended.

Article III

GENERAL CAMPSITE USE AND RESPONSIBILITIES

- 1. General Rule:** Management decisions on safety, appearance, and compliance are final. You may place your camper as instructed and build a ground-level platform/deck or patio on your site. No Car-Ports or portable tents/gazebos are permitted. When in doubt, you should get prior approval from management or you will be asked to remove it. Your site must always be maintained in a clean, attractive, and uncluttered manner as determined by Management. You may park up to two cars on your site (parking is permitted in designated areas and fines will be issued for violations). One Pop Up or tent may be set up for temporary use (no more than 7 consecutive days). Any site improvements remain the property of the campground.
- 2. Sheds** must be no larger than 6' x 6' max and must be resin/plastic. No wooden or other materials are acceptable. Only 1 shed shall be approved and placed on a campsite.
- 3. Platforms/Decks** must be ground level. No permanent awnings/roofs may be constructed on either existing decks, or new ones. Decks/platforms will be built no larger than 350 total square feet as determined by Management Team. This allows you to alter the shape of your deck, if desired, without exceeding the total size permitted by the park. Drawings or plans must be submitted to Corporate for approval before construction begins.
- 4. Your Site.** Seasonal site use includes an area no greater than 60 ft long. Some sites are shorter and sites vary in width. Many sites share common ground with neighbors and many, including water front sites, include easements for use by all campers. Camping is not permitted within easy easement area (for example: parking lots, common public areas, etc.). If you have questions about the scope of your site, please contact Park Management.
- 5. Fishing Lake Easement** is 15' from the shoreline. Please respect this and understand that this is public, or open access (other than parking or golf cart traffic). Any questions or comments can be directed to the Corporate Office.
- 6. Unsightly or damaged RV's** and other vehicles will not be allowed. This includes units that have been in the park for some time, but the maintenance has not been regularly performed. Please maintain the exterior appearance of your RV. Washing/Cleaning is recommended at least once a year for aesthetics. Management reserves the right to either arrange cleaning services for you (at your expense), or ask you to remove your unit from the campground. **Units more than 15 years old must be approved by management in order for them to be allowed in the park.**
- 7. Replacing Your RV.** If you plan to replace your RV, please notify Clay's Park Management immediately.
- 8. Awnings.** New permanent roofs or awnings will no longer be allowed, or added to existing decks/platforms. If you plan on adding a portable awning, please remember that these additions must be approved by management. As with other roof coverings or awnings that are currently in the park, please remember to maintain and clean these on a regular basis.
- 9. For Sale Signs.** Please do not erect or post any signs including "For Sale" signs (or advertisements) on your campsite.
- 10. Campfires** are only permitted in fire rings, circles with large stones, or in a confined cooking device. Campfires should never be left unattended.
- 11. Clotheslines** are prohibited for the safety and aesthetics of our resort guests. Washers and dryers are available at the resort.
- 12. Trees** may not be removed or trimmed except by resort staff. If a tree is interfering with your campsite, please contact the corporate office for assistance.

- 13. Insurance.** Clay's Park assumes no responsibility for any loss or damage to your RV or other property of any seasonal campers, their families, or guests. You must provide your own property/liability insurance covering your RV, golf cart, etc.
- 14. Mail.** Please do not use the park address as a mailing address. The Clay's Park Corporate office does not accept mail or packages for seasonal campers. Packages received in the corporate office will be returned to sender.
- 15. Transfers.** Seasonal sites may not be transferred during the camping season unless the new site holders are approved by management. All necessary paperwork must be processed in the corporate office.
- 16. Closing for the Season—with removal of RV.** If you intend to remove your camper from the park for the winter season, and are not paying a winter storage fee to the Park, you must remove **all** belongings from the site. Please complete an Off-Season Camper Removal Form or you will be billed for winter storage.
- 17. Closing for the Season—with Winter Storage at the Park.** The non-refundable \$350 site deposit must be paid before winter storage is permitted or payment accepted. Please remember that sites must be free of all clutter before October 31. All of your personal items must be moved inside the RV, or taken home. These items include, but are not limited to, children's toys, lawn chairs, grills, etc. If your site is left unclean, you will be charged a cleanup fee based on the amount of time involved in cleaning the site. Winter storage is \$210 if paid before October 31st. If paid after that date, the fee will be \$40/mo. for the duration your camper is in the park.
- 18. Firewood.** No firewood may be brought into the campground. Stored firewood must not be excessive or unsightly or you will be asked to remove it.

Article IV

CONDUCT/RESPONSIBILITY

You are responsible for the safety, supervision, and conduct of your children and your guests. You are also responsible for the destruction of resort property, or property of other campers, by your children or guests. You shall be liable for the full value of any destruction of resort property by your children and guests.

You are responsible for any policy infractions, unreasonably annoying activities, or unruly behavior relating to yourselves, your family or your guests. **Sanctions up to and including immediate expulsion without refund are possible at the sole discretion of Management.**

- 1. Respect your neighbors.** Clay's Park wants to be sure that you are comfortable on your campsite and that your neighbor is comfortable on theirs. Excessive noise and loud music will not be permitted. Warnings and fines may be issued.
- 2. Quiet Time** is from 11:00PM to 8:00AM. Outside lighting must be out by 11:00PM. Please respect your fellow campers by following this rule. Outside games such as corn hole or horseshoes may not be played during quiet time in order to maintain respect for neighboring seasonal campers. Music may not be played loud enough for the camp site next to you to hear. Repeat violations of quiet time may result in expulsion from the park without refund. All children under the age of 18 must be at their campsite by 11:00PM.
- 3. Profanity** will not be tolerated at Clay's Park Resort. Fines will be issued.
- 4. Trash receptacles** should be used for camping refuse only. Please do not bring trash from home. Burning of trash is not allowed.
- 5. Smoke Free.** All of Clay's Park's buildings are smoke free.
- 6. Fireworks** are prohibited.
- 7. Chinese lanterns** are prohibited.
- 8. Drone Policy.** Due to the privacy and safety of our guests and our proximity to the Akron/Canton Airport, we will not allow drones to be flown over Clay's Park Resort property. Exception to this policy can only be done with the expressed written consent of Clay's Park Management.
- 9. Firearms,** including (but not limited to) pellet guns, bb guns, air guns, a bow and arrow, or licensed concealed weapons are strictly prohibited on Clay's Park property.
- 10. Alcohol and Drugs.** Misuse and abuse of alcohol or drugs by you or your guests will not be tolerated and disciplinary action will be taken. Under no circumstances will minors be served, or allowed to consume, alcoholic beverages in any part of the resort. Use of any controlled or illegal substance is strictly forbidden. State Law prohibits you, your guests, and visitors from bringing alcoholic beverages into the Campground.
- 11. Outdoor swimming** is restricted to the Water Park during guarded hours. Children must be at least 14 years old, or accompanied by an adult, to swim. The fishing lake and creek are off limits for swimming at all times.
- 12. The Indoor Pool** is not guarded and is only available during posted hours. Children must be at least 14 years old, or accompanied by an adult, to swim.
- 13. Be respectful of our picnic guests.** Golf carts are restricted from the shelter areas while picnics are in progress. If you are caught driving through a picnic, you will be issued a fine.
- 14. Be respectful of our event producers and attendees.** Please do not enter into an event area without a proper admission wristband. Fines will be issued.
- 15. Selling firewood or other items on, or from your site is strictly prohibited.**

Article V

GOLF CARTS/BICYCLES/SCOOTERS

Bicycles

1. Bicycles are to be used on roads and paths only.
2. No bicycles are to be used on the boardwalks, stairwells, docks, decks etc.
3. Bicycles are not permitted after dark, unless they are equipped with lights.

Golf Carts

1. All golf carts must be registered with the corporate office and have the site number of the owner on the back, front, and both sides in no less than 4-inch numbers. If you should choose to move sites, please remember that the new site number must be added to your golf cart.
2. Only licensed drivers may operate golf carts and scooters. All golf carts must be inspected at one of the annual Golf Cart Rodeos, tagged and approved by park management before use. Drivers of rental carts must be 21 years of age or older.
3. Golf carts may be used on roads and paths only.
4. You must provide evidence of insurance upon request.
5. Management reserves the right to restrict access to any areas due to weather or other activities.
6. Four wheelers are not permitted.

CURRENT GUIDELINES FOR ENFORCING CAMPING RULES

We sincerely hope that you enjoy your stay here at Clay's Park Resort. Our number one mission is to provide you, your family, and your guests with an Outstanding Customer Experience. We also value the security and safety of our guests here at the Resort. Below are the current guidelines management will use when enforcing the rules in the Season Camper Handbook/Code of Conduct. Please review the guidelines and remember that the rules in the handbook and the enforcement guidelines below are designed to help improve the quality of the camping experiences of you and your neighbors and to protect your safety and security.

Tier 1 = \$25.00 – Initial warning, fine on second offense

Examples include, but are not limited to - (under age/unlicensed driver of golf cart or scooter, no site number or inspection sticker on golf cart, open alcoholic container anywhere in the park, pets not on a leash, pets not cleaned up after, under age curfew violations/riding bikes after dark, children under 14yo swimming without legal guardian)

Tier 2 = \$50.00 – Initial warning, fine on second offense

Examples include, but are not limited to – (unsightly/cluttered site, verbal abuse to other campers or Clay's Park Resort staff members, entering pavilion areas when in use by another group or party, cutting or taking wood/fallen trees from park property, not placing garbage inside of dumpster)

Tier 3 = \$100.00 – Initial warning, fine on second offense, possible removal

Examples include, but are not limited to – (quiet time violation, using golf carts in areas that are off-limits, filling dumpsters with large furniture or other items from home, excessive speeding in golf cart or motorized vehicle)

Tier 4 = \$250.00 – Immediate fine, possible expulsion from park

Examples include, but are not limited to – (dumping black water on to grounds, any type of vandalism to Clay's Park property or another camper/guest property, any type of theft from Clay's park or another camper/guest, tampering with electric meters, reckless operation of any motorized vehicle, destructive/abusive behavior caused by excessive drinking, sneaking a guest into the Resort, sneaking into special events)

Clay's Park Resort reserves the right to change these guidelines at any time and also reserves the right to apply these guidelines at its sole discretion.

GRIEVANCES

1. We urge you to consider resolving grievances in a neighborly fashion.
2. Our goal is to provide all of our campers with a “top notch” experience at Clays Park. We have an open communication policy and encourage your ideas and suggestions. Email us, or set up an appointment if we can help improve your experience at Clay’s Park. If we don’t have a current email address on file, please stop by the office to get it added to our email list.

3. Here are a few thoughts to consider as you begin this camping season----

“A Good Neighbor is a welcome blessing”

“Do unto others as you would have them do unto you”

“Time camping isn’t spent....it’s invested.”

HAVE FUN!!!!!!

CLAYS PARK REFERRAL PROGRAM

The Clay's Park referral program is designed to encourage existing seasonal campers, employees and our business partners to help us add quality families to our community. We will pay a cash referral fee to the person or persons who successfully refer a new seasonal camper. There is no limit to the number of referrals that an individual can submit. Referral fees will be paid as soon as practical after the deposit check is received. If multiple people refer the same new camper, the fee will be split equally. To qualify for a referral fee, the person, or persons, who referred the new camper must be listed on the User Agreement in the referral section. The new camper must also submit a referral card at the time of touring, or when they are finishing their paperwork. All referring parties must be mentioned, or presented, at initial contact (either by phone, or in person). This will ensure that the right person was awarded the referral fee. Please check with the corporate office to learn more about the referral program and current referral fees. Management reserves the right to adjust the referral program at any time, without notice, at their discretion.