

COCOJO'S A ZOOMERS RV RESORT, LLC

“Strengthening Families by Creating Memories that Matter”

2024 SEASONAL CAMPING AGREEMENT AND WAIVER

LOT NUMBER: _____

LAST NAME: _____



Our Vision

CoCoJo's is committed to Strengthening Families by Creating Memories that Matter.

Terms Used in Agreement

Camper. The owner or owners of the camper residing at the assigned lot in the park, registered with management.

Camper Unit. The recreational vehicle placed on the campsite.

Management. Employees and ownership.

Park. The premise and property of CoCoJo's located at 4115 S 700 E, Lagro, Indiana.

Camping Agreement. When this agreement is signed by management, the camper and the required deposit has been paid, the camper is granted the right of admission to the campground and the right to place a unit on the identified campsite and to occupy the campsite until the end of the period stated in this agreement, subject to all conditions in this agreement.

Not a Lease. This agreement is a contract which is binding on both the campground and the camper. This agreement is not a lease of real estate. The camper is not a tenant. This agreement is for legal purposes, a license to use the property of the campground on the conditions which are stated in this agreement.

Not a Residence. This campground is not allowed to be considered a permanent residence. Camper may not claim the camp site as their permanent residence.

Seasonal Sites

Our season runs from April 1, 2024 – October 31, 2024

Each site has 30 amp and/or 50 amp electricity, water and sewer

2024 Pricing

Lot rent for the 2024 season is determined by lot size and location.

Payments are due on or before November 1st, February 1, April 1st and July 1st

Payments are only accepted via ACH. The attached ACH Authorization will give COCOJOS A ZOOMERS RV RESORT, LLC permission to debit your account for the amount indicated on or after the indicated date. This authorization is to remain in full force and effect until COCOJOS A ZOOMERS RV RESORT, LLC has received written notification from me of its termination. In the event that the ACH is returned for any reason, a credit card has been provided by said

camper and camper authorizes CoCoJo's to automatically debit any returned ACH payment immediately on said credit card. Camper understands a 3% fee will be charged on all payments made via credit card.

In the event both the ACH and credit card on file are returned and payment is not made timely, CoCoJo's reserves the right to immediately require the camper to vacate the premises. A late fee of \$25.00 per day will be charged for each day your lot payment is late.

Seasonal campers have until September 15, 2023, to submit their signed seasonal agreement and \$500.00 deposit to hold their site for the 2024 season. Deposits are required to be paid via ACH. If not completed by September 15, 2023, your site is not reserved and will be an option for new potential seasonal campers. Your deposit will be credited towards your November 1st payment.

The non-refundable \$500.00 deposit fee entitles the occupant to use the park for winter storage (no service and unsupervised) at their own risk before the 2024 camping season.

On October 1, 2023, all non-reserved sites will be listed as available online. (This allows all current campers the ability to reserve their site prior to October 1st.)

General Rules and Regulations

1. Management reserves the right to evict, should the camper not comply with the park rules outlined in this contract. There will be no refunds if this contract is terminated by Management or by the Camper.
2. Campers must sign a seasonal camping agreement, ACH and waiver on or before September 15, 2023 (with \$500.00 deposit) for the 2024 season along with their first installment paid in full by November 1, 2023.
3. All payments shall be made via ACH. The Authorization is included in this Agreement. A credit card is required to remain on file in the event the ACH is returned for any reason.
4. A \$25.00 per day fee is charged for all late payments. This would include your ACH being returned for any reason by your financial institution.
5. All complaints must be written and delivered to management. No disparaging comments should be addressed on social media.
6. No mail and/or packages are to be sent to the campground on behalf of campers.

7. The campground will allow the camper to use its common features and attractions, which are shared with all other campers. Because of varying numbers of campers, maintenance requirements, and weather, there is no guaranty of availability of any common features or attractions.
8. Limitations On Campground Liability. The Campground desires to provide Campers with an enjoyable camping experience. However, camping and related activities occur in an outdoor recreational setting. There are aspects of any recreational experience that cannot entirely be controlled or made free of risk. The Campground is not liable for weather conditions, natural events, or damages caused by wrongful conduct or carelessness of others. By signing this Agreement, the Camper acknowledges that by participating in recreational activities, the Camper accepts the risks which are inherent in the recreational activity. The Camper and not the Campground is responsible for supervision and control of all Campers and Guests.
9. Reimbursement to Campground for Losses Caused by Camper. In the event that any action or omission of the Camper or Guests or the Camper cause the Campground to pay damages to any other person or party, to incur repair, cleaning, security or law enforcement expenses, the Camper shall reimburse the Campground for those damages, as well as any attorney's fees and expenses incurred by the Campground.
10. Expiration of Agreement. (a) Expiration: This Agreement terminates on the Expiration Date at 4:00 p.m. (b) Non-Payment. If a Camper fails to pay any Cost provided for in this Agreement, the Campground may terminate this Agreement. The Campground shall provide the Camper with Notice as provided in this Agreement. Termination of the Agreement does not relieve the Camper of liability for all remaining unpaid Cost. There is also no refund owes to the Camper if this agreement is terminated for any reason by Management or the Camper.
11. Early Termination: The Campground may determine, for any reason in the Campground's sole discretion, that it is necessary for the Camper to leave the premises of the Campground prior to the scheduled end of the Period. In such an event, the Campground will give Notice to the Camper to leave the Unit and the Campground. The Camper will be given one (1) day to cease to Occupy the Unit and Campground, and five (5) days to remove the Unit from the Campground. In the event of a disturbance of the peace and order of the Campground, the Campground reserves the right to require the Camper to leave immediately. If the Agreement is terminated early, Camper has no right to a refund.
12. Winter Storage. The Campground may allow the Unit to remain on the Campsite during the period between the end of the season for which this Agreement was executed and the commencement of the next season. The fee for winter storage shall be \$0. The

Campground's Agreement to permit winter storage does not, in the absence of a Seasonal Agreement for the next year, obligate the Campground to agree to permit the Camper to Occupy the Campsite in the ensuing camping season. This means if you are not paid for the next year the camping unit must leave by November 1, 2023. The Camper must properly prepare the Unit for winter storage. During winter storage, no one may Occupy a Unit or a Campsite except as permitted by the Campground.

13. **Removal of Unit.** At the Termination of the Agreement, the Camper will remove the Unit and all other personal property of the Camper from the Campground, quietly and peacefully. The Camper is responsible for removing the unit with appropriate care for the Campsite and other Campers, and to restore the Campsite to its original condition. (a) If a Unit remains on the Campsite or Campground after the removal period has expired, the Camper agrees that the Unit has been abandoned. The Camper agrees that all other personal property inside and outside of the Unit also is abandoned personal property. The Campground may remove the Unit and personal property. (b) The Campground may remove the Unit by: (i) moving and placing the unit on other property of the Campground until the Camper pays all fees due and retrieves the Unit; (ii) selling or disposing of the Unit on terms which the Campground deems reasonable in the Campground's sole discretion. (c) The Camper is liable for the Campground's expenses to remove and dispose of the Unit, plus a flat fee of \$250 and storage costs of \$10 per day. If the Campground sells the Unit, the proceeds of the sale belong to the Campground. The Campground may pay any net proceeds to the Camper at the discretion of the Campground.
14. **No Transfers or Assignments of Agreement.** This Agreement is solely between the named Camper and the Campground. The Camper may not transfer this Agreement to any other person or persons, or assign the Camper's obligations to any other person. The sale or repossession of a Unit shall result in Early Termination, and removal of the Unit unless the Campground agrees, at its sole discretion, to enter into a new agreement with a new owner.
15. **General Terms and Conditions.** The Campground shall not be deemed to have waived any requirement of this Agreement by failing to enforce terms of the Agreement. This Agreement, together with the Rules adopted by the Campground, are the entire agreement between the Campground and the Camper. The Camper agrees that no representations made to the Camper are binding unless those representations are included in this Agreement. No oral modifications of this Agreement are enforceable. If any provision in this Agreement is invalidated by any law or court order, the remaining portion of the Agreement shall continue to apply. This Agreement is controlled by Indiana law. All disputes involving the Agreement are to be resolved in the Circuit Court for the County in which the Campground is located. Any representations, discussions, questions or

modifications of the terms and conditions of the Camper's admission to the Campground have been integrated into this Agreement. The Camper does not rely on anything other than the terms and conditions of this Agreement.

16. Photos taken during your stay may be used in promotional pieces.
17. Absolutely NO Airbnb, rentals or subleases of your lot. This is grounds for immediate termination of this agreement.
18. Owners and Management reserve the right to remove anyone from the premises at any time at the sole discretion of owners and management for any and all reason(s) including but not limited to, threats of violence, bullying, domestic violence, illegal drug use, fighting, vandalism, etc. This would result in no refunds.
19. The Wabash County Plan Commission is now requiring building permits for every lot that include the following: sheds, decks, awnings, etc. The camper will be responsible for the building permit fee. Said fee is due upon request of management.
20. The Wabash County Assessor will be visiting each lot and assessing the value of all sheds, decks and awnings, etc. This value will be taxed to CoCoJos. Campers will be responsible for the increased tax.
21. Any lot that is on a CoCoJos electric meter will be required to reimburse CoCoJo's for their electric usage. The electric usage will be billed to each camper individually each month. All monthly electric charges are required to be paid via ACH.
22. You are entitled to six (6) pool bracelets for the 2024 season. Lost bracelets can be purchased for \$50.00 per bracelet. If your immediate family consists of more than six (6) individuals, please discuss with management.

Sites

1. A maximum of 2 adult and 4 children under the age of 18, or a single family of parents and their children living at the same address. Additional people by management approval only.
2. A maximum of 2 licensed, plated and insured vehicles may be on each site. Campers with extra vehicles are required to use the lot across the street. All vehicles must be in good condition, with no leaks such as oil, anti-freeze or any other substance that could contaminate the campground. It is at the management's sole discretion to have a vehicle removed immediately if it does not meet these requirements.
3. All campsites are for one RV only. RV must be 10 years old or newer. For camping Season 2024 we require a 2014 or newer RV.

4. Visitors staying in a tent are permitted. Only one (1) tent per site.
5. The camper is responsible for maintaining their RV.
6. The park operates on a well, therefore, conservation of water is very important. Normal water use is permitted unless we are in a drought, water restrictions would be posted in the park and seasonal camper would be notified. DO NOT flush feminine products down the toilet.
7. When vacating the site for off-season or permanently, the site must be left clean and free of debris/nails/wood/garbage. All outdoor furniture must be removed or stored indoors. The park reserves the right to bill any camper a cleanup fee of \$150.00 for labor and additional landfill fees. This clean up fee would be charged via ACH.
8. All campers are required to have their site number visible from the roadway.
9. All firewood on the campers' site must be stored off the ground. No firewood storage is allowed to be placed on bare ground.

RV's

1. All RV's must be approved by management before entering the park.
2. All RV's must be 10 years old or newer.
3. All RV's must be maintained and in good condition.
4. All RV's must pass all safety requirements including propane, plumbing and electrical inspections.
5. All RV's must have grey and black water holding tanks with valves for dumping.
6. Only electrical connection with standard 30 amp/ 50 amp plus are allowed.
7. All RV's must have working carbon monoxide and smoke alarms.
8. All propane devices (including tanks) must comply with municipal and federal laws. Proof of compliance may be required by management at any time.
9. Management reserves the right to refuse a RV or have a RV removed, at the campers expense, if it does not meet these requirements.
10. All sheds are required to be covered in metal or plastic. All neutral colors are acceptable.

Site Improvements and Building Permits

1. Construction or improvements of any kind to the RV or campsite must have written approval from management.
2. All decks are to be constructed from new pressure treated, new cedar or composite only.
3. Decks must be built on blocks (floating) and built in sections that are easily moved if necessary.
4. All vertical structures being constructed must be metal construction and approved by management. Wooden structures are permitted but only if CoCoJo's designated builder is used. All wood structures must have management approval.
5. All shed being constructed must be metal construction and approved by management.
6. All decks must conform to building code standards and permits.
7. All RV's, decks, sheds, etc. are required to be power washed once per season. If you are unable to power wash your unit, this service can be provided by management by request.
8. The Wabash County Plan Commission requires a building permit for all decks, awnings, and Sheds. When speaking to management about your proposed improvements, management will assist in applying for the permit.
9. Campers will be required to pay the building permit fee required by Wabash County.
10. Campers will be required to reimburse CoCoJo's for any tax assessment issued by the Wabash County Assessor for improvements on their lot.

Insurance

1. Management will not be responsible for accidents, injuries, loss of property by fire, theft, wind, floods, or other natural acts.
2. It is the responsibility of the camper to provide current property insurance as well as liability insurance. Proof of insurance is required to be provided to management.
3. Equipment and apparatus furnished on the grounds are solely for the convenience of the campers and guests to do so at their own risk.

Septic System

1. The septic system may only be used for human water, toilet paper and typical water waste. Women's feminine products, diapers, food and other trash must be disposed of in the garbage.
2. Only approved products may be added to septic holding tanks. Chemicals that destroy the active enzyme and bacteria in the septic system are prohibited (bleach, anti-bacterial products, toxic cleaners).
3. RV's must have holding tanks that are not left open to sewer. Flex hoses must be a rubber donut.
4. Approved cleaning and septic tank additives may be purchased at the park store.

Landscaping

1. The camper and their family and guests shall not damage, remove the lawn, shade trees, shrubbery, or other trees and plants anywhere on the property, including campsites without management permission. The camper is responsible if any damage is done.
2. The planting of flowers, shrubs, tiki torches, fire pits are permitted; however, we ask that any and all outside decorations be approved by management.
3. Seasonal campers are expected to keep their lots neat and presentable. Management will mow area around seasonal lots; however, it is the campers responsibility to maintain the grass on their lot. Campers are also responsible for keeping the weeds out of their gravel pad. If a lot is not in compliance with the requirements of management, your yard may be mowed, sprayed for weeds and cleaned by management and a fee will be assessed and will be required to be paid within five (5) days. If Camper refuses to pay said fee, this is grounds for termination of the contract.
4. Due to below ground services, digging or placing of stakes are not permitted without prior written approval from management.
5. Modifications to the landscape of a campsite will become the property of management when the agreement to occupy is terminated.

Guests/Children/Teenagers

1. The camper is responsible at all times for the supervision, conduct and behavior of any guests, children and teenagers on the campsite and at the park. All rules and conditions of the park are applicable to both the occupants and their guests.

2. Anyone under the age of 18 is not permitted to be in use of the RV or to be left in the park day or night without parental supervision.
3. Children using any of the recreational facilities or equipment must be accompanied and supervised by an adult at all times. Management does not supervise recreational facilities.

Pets

1. Only non-aggressive pets are permitted. The park reserves the right to refuse entry to large or aggressive dogs.
2. All pets must be leashed and supervised at all times.
3. All pets must have the necessary immunizations and rabies shots. The camper must provide proof of same with management.
4. Excessive barking will not be tolerated.
5. Pets are not permitted in the pool area. Pets are permitted in the pond.
6. It is the camper's responsibility to care properly for any pets and to clean and restore any areas of the campsite or park where mess or damage has occurred due to the pet.
7. Pets must be cleaned up after. Pet waste should be picked up in a plastic bag and disposed of properly in an outdoor waste bin.
8. Pets are not permitted in the store or restaurant.
9. Management in its sole discretion may require a pet to be removed from the campsite for not complying with these rules and regulations.

Courtesy and Safety

1. No trespassing or cutting through other campsites.
2. Bicycles are only permitted to be ridden on the roadways. They must be ridden slowly, and the biker must exercise restraint and control at all times.
3. Quiet enjoyment – no occupants shall create, permit the creation of or continuation of any noise or nuisance that disturbs the comfort or quiet enjoyment of any other camper or guest of the campground. No noise is permitted inside the campground between 11:00 p.m. and 7:00 a.m.
4. During special events put on by the park – notice will be posted about the hours and rule exceptions.

5. Everyone is required to abide by the speed limit signs, speed bumps and stop signs. If you are warned more than once, you will be asked to remove your bike, scooter or golf cart from the resort.

WIFI

1. Fiber optic Wi-Fi is available at the Campstore. CoCoJo's cannot guarantee a great streaming connection due to the number of campers, their level of usage and our location on a large body of water and being surrounded by a state forest.

Drugs/Alcohol

1. Illegal use of drugs of any type will result in the immediate termination from the park and/or police intervention.

Firearms/Fireworks/Other Restricted Items

1. Any use of fireworks or firearms is strictly prohibited for campers and their guests.
2. Paper lanterns are prohibited.
3. Paint ball guns, airlift guns, sling shots, illegal knives, bow and arrows are prohibited.
4. Absolutely no hunting on park property.

Golf Carts

1. Only golf carts are permitted.
2. Golf carts are permitted for seasonal campers as long as:
 - a. The golf cart is electric powered or quiet gas;
 - b. The owner is responsible at all times for the supervision of their golf cart;
 - c. Each owner must submit proof of insurance to management;
 - d. Only 1 golf cart per site;
 - e. Golf carts are required to follow roads, all posted speed limits and drivers are expected to drive in a responsible manner;
 - f. Impaired driving in a golf cart is strictly prohibited. You will be removed from the park immediately;
 - g. Reckless use of golf carts is prohibited;

- h. Children 15-16 years or older may operate a golf cart if they hold a permit or are a licensed driver;
- i. Children 12-14 may operate a golf cart with parental supervision;
- j. No one under 12 shall operate a golf cart in the park.
- k. If a driver is asked more than one time to slow down or drive safely, management may require the golf cart to be removed from the premises.

Pool Rules

1. Campers will receive six (6) rubber wristbands for use during the 2024 camping season. No additional bracelets will be permitted. If a rubber bracelet is lost or ruined, a replacement bracelet can be purchased for \$50.00.
2. Wristbands are required for pool entry.
3. Signed waiver must be on file to use pool.
4. Use pool at your own risk.
5. No animals allowed.
6. No food or drink in the pool or within 5 feet of the pool.
7. Excessive noise is not permitted.
8. Management reserves the right to deny use of the pool to anyone at any time.
9. After using pool, shoes and towels must be used when returning to the building.
10. Children under 12 must be accompanied by an adult.
11. Must shower before entering pool.
12. No smoking in pool or deck area. If you are caught smoking it will result in the termination of your contract and you'll be asked to remove your camper immediately.
13. No running on pool deck.
14. No diving.

15. WARNING – NO LIFEGUARD ON DUTY.

16. Owners and Management are not responsible for accidents or injuries.

Pond Rules

1. Fishing permitted.
2. Catch and Release ONLY! If you are caught keeping fish or using them as bait, you will immediately lose the privilege of using the pond.
3. Fishing allowed during daylight hours only – pond closes at dusk.
4. Children under 12 years of age must be accompanied by an adult.
5. All state and local regulations are in effect including catch limits.
6. No boats of any kind.
7. No floating type devices (except bobbers) can be used for fishing.
8. No fishing allowed in the designated NO FISHING ZONES.
9. Limit of 2 hand held rods may be used.
10. No fishing from beach.
11. Fisherman must be mindful of swimmers.
12. Valid waiver must be on file.
13. Management reserves the right to deny use of the pond to anyone at any time.

Playground Rules

1. Use playground equipment at your own risk.
2. Play area reserved for campers only.
3. Persons under the age of 10 must be accompanied by an adult.

4. NO rough playing or excessive yelling permitted.
5. Only one person per swing at a time.
6. NO jumping off slide.
7. No glass or bottles in play area.
8. Valid waiver must be on file.
9. Management reserves the right to deny use of the playground to anyone at any time.

2024 Seasonal Agreement and Waiver

Between CoCoJo's and Campers

Lot Number: _____

Camper 1: _____ DOB: _____

Camper 2: _____ DOB: _____

Camper Contact Information:

Home Number: _____ Cell Phone: _____

Emergency Contact/Phone Number: _____

E-Mail Address: _____

Permanent Residence Address: _____

City: _____ State: _____ Zip: _____

RV Unit:

Make: _____

Model: _____

Year: _____

Insurance Company: _____

All Possible Guests: (Names and Ages)

Payment Details

Lot Rate \$ _____

Payments due on November 1st, February 1, April 1st and July 1st – Via ACH

Deposit of \$500.00 Due @ Signing of this Agreement

SERVICE	CAMPER PAYS	INCLUDED
ELECTRICITY	X	
WATER SUPPLY		X
SHOWER AND TOILET FACILITIES		X
DIRECT SEWER CONNECTION		X
LAWN MAINTENANCE	X	
RV PLACEMENT & REMOVAL		X
OVERFLOW PARKING		X
STONE PAD		X
STONE FOR LANDSCAPING	X	

CORE VALUES

CoCoJos is committed to establishing and conforming to a certain set of Core Values. As owners, we are requiring that all of our campers and their guests agree to the following:

- **We Love and Serve Our Community Neighbors.**
- **We Respect and Accept Each Other in All Things.**
- **We are Accountable and Responsible for Our Actions.**
- **We Have an Attitude of Gratitude.**
- **We Embrace Change.**

If any of these core values are not being met, you will be asked to correct the issue. If the issue is not corrected, the contract can be terminated with no refund at the management's sole discretion.

I have read and understand CoCoJo's 2024 Seasonal Camping Agreement, ACH and Waiver. I accept the terms and conditions set forth in CoCoJo's 2024 Seasonal Camping Agreement, ACH and Waiver.

_____ Date: _____
Camper 1

_____ Date: _____
Camper 2

_____ Date: _____
Management



4115 S 700 E
 Lagro, IN 46941
 1.260.571.6884
 Cocojosrvcampground.com

Recurring ACH Debits Authorization Form

This is permission for recurring debits. As an authorized signor on the Depository Account presented, by completing and signing this form you give COCOJOS A ZOOMERS RV RESORT, LLC permission to debit your account for the amount indicated on or after the indicated date. This authorization is to remain in full force and effect until COCOJOS A ZOOMERS RV RESORT, LLC has received written notification from me of its termination.

Total Due: _____ - \$500.00 Deposit paid today = **Balance Owed:** _____

I, _____ as an authorized signor on the Depository Account below authorize COCOJOS A ZOOMERS RV RESORT, LLC to debit my account for \$ _____ on November 1, 2023 and \$ _____ February 1, 2024 and \$ _____ on April 1, 2024 and \$ _____ on July 1, 2024.

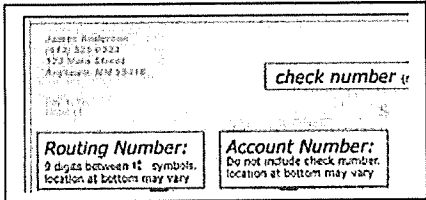
These payments are for SEASONAL LOT RENT. My Account Lot Number is _____.

I authorize CoCoJo's a Zoomers RV Resort to debit my account for my monthly electric cost (if I'm on a CoCoJos meter) monthly in the amount indicated by management.

Billing Address _____ Phone# _____

City, State, Zip _____ Email _____

Frequency: 3 Payments –Due November 1, April 1 and July 1 (electric monthly (if on a CoCoJo's Meter)

Depository Bank _____	Checking <input type="checkbox"/>	
Routing Number _____	Savings <input type="checkbox"/>	
Account Number _____		

If for any reason, my ACH is returned and the payment is not made via ACH, I authorize COCOJOS A ZOOMERS RV RESORT, LLC to use the following credit card for any and all payments not fulfilled by the automatic ACH. I understand that a 3% charge will be added if a credit card is required. I also understand a \$25.00 per day fee will be charged for all payments not made timely:

Credit Card Holder Name: _____

Credit Card Number: _____ Expiration: _____ CV2: _____

Billing Address: _____ Zip Code: _____

I authorize COCOJOS A ZOOMERS RV RESORT, LLC to debit the account indicated in this authorization form according to the terms outlined above. This payment authorization is for the goods/services/account/invoice described above, for the amount indicated above and only for the occurrences indicated. I certify that I am an authorized signor on this Depository Account.

SIGNATURE _____

DATE _____