

Birchwood Beach Resort Seasonal Campground Terms & Conditions 2023

Mailing address for payments & correspondence: Michelle Engstrand 2849 210th Street Luck, WI 54853

Web: www.birchwoodbeachresort.com email: birchwood@centurytel.net Phone: 715-338-4998

Birchwood Beach Resort has a long history of providing recreation and relaxation to its tenants and guests. We plan to continue that tradition and keep seasonal campsites an affordable option for your summer getaway.

Please conduct yourself in a manner that adds to family friendly nature of our shared resort

1. Definition of Landlord & Tenant

- **Landlord:** Birchwood Beach Properties LLC dba Birchwood Beach Resort (BBR)
- **Tenant:** All Seasonal Campsite parties with past or current signed contracts
 - Tenants must provide complete contact information including first & last name(s), primary address, phone number, email address.
 - Tenants must provide names and ages of all dependent children that will regularly be at the resort plus names of any applicable pets.

2. Seasonal Campsites (in Season Requirements)

- Birchwood Beach Resort, hereinafter referred to as BBR, agrees to lease campsites to Landlord approved Tenants from **May 1 to September 30** of the stated year as indicated in the accompanying Site Contract cover sheet. All contracts terminate on September 30. Renewal of the contract is subject to approval by the Landlord and is not guaranteed.
- Note: The Terms & Conditions in this document refers to 'In Season' use of the resort unless it specified otherwise.

3. Safety & Emergencies: Safety of our tenants and guests is of utmost importance. Any significant violation of safety protocols may lead to immediate termination of a Tenant's seasonal contract and/or notification of the proper authorities.

- **General Conduct:** All tenants, their family and guests must conduct themselves and operate their vehicles in a safe manner. Excess use of alcohol and/or prohibited drugs, fights, abusive language and threats of violence are strictly prohibited.
- **Lifeguard:** The swimming beach at Birchwood Resort is for use at the Tenant's risk as no life guard is on duty. Adults must always accompany minors at the beach.
- **Fireworks:** Fireworks of all types are prohibited on the resort property.
- **Firearms:** Firearms are not allowed to be used or displayed on resort property. All firearms must be unloaded, stored in appropriate cases and trigger locks are strongly recommended.
- **Campfires:** Campfires shall always be contained within an appropriate fire ring and be actively monitored by an adult. Fires shall be extinguished before leaving the campsite or going to bed. A complete ban of outdoor fires may be necessary if severe fire danger conditions exist.
- **Storm Shelter:** Please remain weather aware while at the resort. Storm shelters are not required by the State of Wisconsin but the upper campground bathrooms/laundry and the lower campground game room can be used if deemed safer than your camper.
- **AED:** An AED, with instructions, is located on the lake side of the house by the lower patio door.
- **Emergencies:** Please dial 911 if there is an emergency. We recommend you have the address of the resort memorized or in your phone so it can be easily retrieved in the event of an emergency. The nearest hospital and emergency room is:

Burnett Medical Center

715-463-5353

257 W St. George Ave, Grantsburg, WI 54840

- **Pets:** Pets must be on a leash and in full control by the owner at all times. Pet's that exhibit threatening characteristics will not be allowed at the resort.
 - **Wild Animals:** Bears and other wild animals are common in the area. Please keep garbage and food items stored where it will not attract animals. Feeding of birds is also prohibited as it attracts bears.
- ## 4. Payments:
- All payments for the Seasonal Campsite or ongoing services, are to be made via cash or check. Payments via credit or debit card will incur a 3.5% added service fee. Late fee for annual payment is \$25.00/week. Charge for returned checks is \$35.00.

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5. **Sale of Campers on BBR Property:** Please be aware Tenants do not have the right to sell their camper on BBR property, or to transfer the site contract to a different party, without Landlord approval. All 'on-site' sales must be pre-approved by the landlord a minimum of 15 days before the camper is offered to the public. The sale of any non-conforming camper, due to age, condition or size, will not be allowed. In addition, any non-conforming structures, decks, etc., must be repaired or removed. The landlord retains the right to approve any new tenants and/or offer the site to other potential tenants. Any failure to follow this procedure may result in a fine and/or cancelation of the buyer's right to the site.
6. **Seasonal Campsite Rules**
- **Seasonal Camping Family:** Campsites are intended for use by 1-2 adults of the same household (the signed contract holders) and their registered dependent children under age 21. Any other party using the camper/campsite must be approved by the Landlord and may be subject to extra fees.
 - **Camper Age & Condition Requirements:** Any new camper brought into the campground must be no more than 15 years old and in good to excellent condition. External surfaces of campers, regardless of age should be cleaned on an annual basis to remove mold and debris. Any damage on the camper must be repaired in a timely manner. Campers must be re-leveled if sagging occurs. The Landlord reserves the right to mandate camper replacement or repair as a condition of renewing a seasonal contract.
 - **Site Condition:** The Tenant is responsible to maintain their site in a manner that is clean, orderly and does not detract from the overall appearance of the campground. The camper and any auxiliary structures must be kept in good repair. Minor branches, leaves, garbage, etc. are the responsibility of the Tenant. The Landlord reserves the right to take corrective action, at the Tenant's expense, if campsite and personal property are not maintained by the Tenant.
 - **Renting or Sublease:** Renting or subleasing of the campsite or camper is prohibited. This includes services like VRBO or AirBNB.
 - **Commercial Use:** The campsite or camper may not be used for any commercial purposes, legal or illegal, that result in additional traffic into the campground or any other negative effects.
 - **Guests:** If the Tenant is present, there is no charge for guests staying in the Tenant's camper, however, there is a limit of (4) guests and (2) week maximum stay or additional charges will be added. If a guest(s) is onsite without the Tenant, the guest must register with BBR and pay the daily campsite fee. There is also be a \$25/night charge for any tent on the property used for sleeping.
 - **Age Requirement:** Children under 21 years of age are prohibited from staying at the campground without their parents or legal guardians.
 - **Insurance:** Tenants are responsible for year-around insurance on their camper, auxiliary structures, vehicle, boat, golf cart, etc.
 - **Quiet Hours:** Although we require respectful noise at levels at all times, the quiet hours are from 11:00 pm to 8:00 am. Please refrain from any noisy activity including operating vehicles, loud talking, music, etc.
 - **Pets:** A maximum of two well behaved pets are allowed on the property per site. Barking or aggressive dogs will not be allowed. Pet's must be on leash at all times and the owner must pick-up after their pets. All pets must be current on their vaccinations and have a collar with the owner's name and phone number. Pets are not allowed on the beach, at events or in BBR buildings. For pets other than dogs or cats, please contact the Landlord before bringing them onsite.
 - **Laundry & Bathroom Facilities:** Pay for use laundry and shower facilities are located in the upper campground. Please respect other guests, clean-up after use and notify BBR of any maintenance issues.
 - **Fish Cleaning Shed:** The fish cleaning shed is located in the lower campground. Please respect others and clean-up after use.
 - **Lawn Maintenance:** The Landlord provides mowing of all common areas and basic mowing of Tenant's sites. This is typically done during the week. Please insure personal property is removed from areas that need to be mowed or it will become the Tenant's responsibility to maintain said lawn areas.
 - **Trees & Brush:** Tenants are not allowed to cut down any trees or brush without the permission of the Landlord. If there are broken and or dead branches on the ground, tenants are welcome to use them for firewood.

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- **Common Areas:** The Landlord may at any time, without notice if deemed necessary, close any common areas or infrastructure, including access roads, swimming area, buildings, electrical system, water system, etc., if repair or maintenance is required.
- **Structures on Seasonal Campsites:**
 - **New or replacement structures** on a seasonal **campsite must be approved by the Landlord a minimum of 15 days before any work begins. Permits and approvals may be required by the county or township.** Structures cannot be connected to trees or alter the terrain without written approval.
 - **Existing structures** must be kept in good condition, be painted a neutral color, not interfere with other campsites or negatively impact the general appearance or safety of the campground. The Landlord maintains the right to require the removal or repair of non-conforming structures as a condition of contract renewal.
 - **Auxiliary Structure Guidelines**
 - All structures must conform to any applicable State or Local requirements
 - **Deck/Patio with or without an awning or pergola:** (One allowed) Maximum of 12' x 24' x 10' high (highest point)
 - **Storage Shed:** (One allowed) Maximum of 12' x 10' x 8' high (highest point).
 - **Not allowed:** Any auxiliary structure intended as a bathroom, sleeping quarters or kitchen. Any structure, roof or deck located on top of the Tenant's camper.
 - **Existing Non-Conforming structures:** Existing structures that do not conform to the above requirements or are in poor condition, may at the Landlord's discretion, be required to be removed or improved, prior to contract removal or an onsite sale of the Tenant's camper.

7. Utilities

- **Live Septic:** Sites with a direct connection to the septic system are subject to proper use of the system. Only human waste, septic compatible toilet paper, bathing water and dishwater are allowed into the septic system. Chemicals, sanitary products, food waste, non-approved toilet paper, baby wipes, etc., can damage the septic system and are strictly prohibited. Improper use of the septic system may result in disconnection from the system and/or cancellation of the Tenant's contract. There is an additional charge for in-camper clothes washers for Tenants on live septic hook-ups. Please use water and the septic prudently as it is a significant factor for seasonal rates.
- **Holding Tanks:** Sites that require the use of Tenant supplied holding tanks are subject to the same usage restrictions as live septic systems. Holding tanks must be installed in a manner that is safe, prevent leaks, is easy to access for pumping and minimizes appearance issues. **Tenants must notify BBR via email no later than Tuesday at noon if they need the septic tanks pumped by EOD Thursday.** Notifications later than noon on Tuesday will be pumped the following week. There is a **\$50.00 extra charge for emergency pumping or weekend pumping.** Rates for pumping holding tanks are noted on the general rate sheet. Note: Dumping of gray or black water on the ground is prohibited and is a violation of State and DNR regulations.
- **Electrical System:** All sites have metered electrical hook-ups. Tenants are responsible for reimbursing BBR for their electrical usage. Meters are read twice a season and bills will be mailed, emailed or hand delivered to Tenants. Electric invoices must be paid within 15 days or a \$10.00 late charge will be added. Note: BBR invoices at cost plus a service fee. Please use high demand appliances, like air conditioning, wisely as an overload of the system is possible. Tenants are allowed to re-charge their electric golf carts but the system is not designed for charging EV passenger vehicles. Note: BBR is not responsible for any losses due to power outages caused by the local utility and/or failure of BBR infrastructure.
- **Water System:** All sites have access to potable water. The well is tested annually by the State of Wisconsin. Water is intended for cooking, bathing, toilets, etc. Watering of the lawn, washing cars or other similar activities is prohibited. Please use water wisely.
- **Garbage & Recycling:** BBR provides an onsite garage receptacle located near the game room. Only standard household trash, in suitable bags, is allowed. **Large items such as appliances furniture, grills, building materials, tires, etc. are strictly prohibited.** Please contact BBR management for options related to these items. BBR strongly encourages recycling however this service is no longer supported by our waste hauler. Please recycle these materials at a recycling center or through your home service. We will continue to provide containers for recycling of aluminum cans.

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- **Internet:** BBR currently provides only basic internet service to most, but not all, sites at a nominal fee. This service is not intended for high demand applications including gaming and streaming. Tenants can directly contact local service providers for higher speed services. Note: Any equipment installed in or on BBR property requires advance approval from the Landlord. Tenants will be notified if BBR identifies a better provider solution.
- **LP Refills:** BBR provides Tenants and guests LP tank refills. Please notify BBR via email, phone or place your tank by the refill station with your site number clearly marked on the tank. Please allow up to 2 days for service.
- **Ice & Firewood:** Ice and Firewood is available on the south east corner of the game room via an on-your-honor payment system. Prices are posted.

8. Vehicles & Other Equipment:

- **Approved Vehicles:**
 - **Cars, Pick-ups & SUV's:** A maximum of (2) licensed vehicles are allowed on the tenant's site provided they do not block any access roads. Vehicles must be operated in a safe manner by a licensed driver at posted maximum speed of 5 mph. Stock exhaust systems must be in place. Temporary parking for extra vehicles is available in the lower campground north of the house.
 - **Golf Carts:** A maximum of (2) electric or gas-powered golf carts with stock exhaust systems are allowed. Carts must be operated in a safe manner at all times and at a maximum speed of 5 mph. Carts must be registered, insured and be operated by a person 18 years age or older.
 - **Bicycles & Mopeds:** Manual or electric bikes and mopeds under 100cc are allowed if used in a safe manner.
- **Vehicles not allowed in the Campground:**
 - Motorcycles, commercial trucks/vans, trailers, ATV's, UTV's, go-carts, boats, snowmobiles, etc. are not allowed in the campground or at the Tenant's campsite. The Landlord, on a case-by-case, may make provisions for parking or storage of said vehicles across the street.
- **Boats & Boat Trailers**
 - A limited number of dock spaces are available on a first come, first serve basis for Seasonal Contract holders. The current Tenant has the first right of refusal, up until October 15, for their current dock space (see separate rate sheet)
 - BBR offers a limited number of spaces for Tenants who wish to store their boat and trailer at BBR and launch as needed (see separate rate sheet)
 - BBR provides Tenants who have purchased a dock space free storage of their boat or pontoon trailer in a designated location across the street during the summer season.

9. Seasonal Campsite Renewal & Off-Season Rules

- **Contract Renewal:** New contracts will be emailed, mailed or hand delivered to current Tenants around September 15. **Tenants in good standing who wish to rent their site next season must have their \$500 deposit, and any outstanding charges, paid and the signed contract delivered to the Landlord no later than October 15 of the current year. Please note the deposit is not refundable. Full payment of the contract total shall be made no later than May 1st of the contract year. There is a 3.5% service charge if a credit card or debit card is used. Payments can be hand delivered or sent via mail to:**

Michelle Engstrand
2849 210th Street
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- **Sites without a new contract will be rented out to our Wait List starting October 30.**
- **Off-Season Storage at the Tenant's campsite:** Tenants that have renewed their contracts are allowed to leave their camper and applicable personal property on the site for the off-season. In general, no access is provided to the sites in the off-season unless approved by the landlord. No vehicles, boats, trailers, pontoons etc., are allowed to be stored at the site however golf carts are allowed. Tenants are responsible for all personal winterization activities of their camper and electric service is not guaranteed during the off-season. Insurance must be maintained by the Tenant during the off-season.

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Personal property must be stored in a manner that allows the Landlord easy access for leaf blowing, tree trimming and other similar fall, winter and spring maintenance activities.

- **Pontoon & Boat Storage:**

- **BBR On-site Storage:** Tenants have the option, on a first come first serve basis, to store their pontoon/boat at the BBR storage shed. Please note the building is not secure and the roof leaks. Owners must have insurance and accept all responsibility for damage during the storage season. Please coordinate with Todd or Michelle Engstrand
- **Off-site Storage:** Tenants have a new option this year, on a space available basis, for full service off-site storage. The service includes pontoon/boat pick-up, winterization, storage in a water tight building and delivery in the spring. Owner must maintain insurance. Please contact Todd or Michelle Engstrand for rates and other details.

10. Additional Terms & Conditions

- **Termination of Contract:** All contracts are terminated September 30 of the contract year. At any point before or after that date, if a contract for the following year is not signed, the Landlord has the right, without cause, to not renew the contract for the following year. The Tenant is under no obligation to renew a contract for the following year but must provide timely notice to the Landlord of their intent to 'not' renew.
- **Default:** Tenants who do not pay their contract in full by May 15 of the contract year, acknowledge the Landlord has the right to cancel the contract and require the Tenant to vacate the campsite within 72 hours or allow the Landlord to do so at the Tenant's expense. The Landlord also retains the right to secure the premises, including the camper or other personal property, as necessary to recover unpaid expenses.
- **Surrender of Rented Campsites:** Tenants who decide not renew their contracts must have their accounts paid in full by October 15 of the current year and all campers and personal property removed from the site no later than October 30. Any costs incurred by the Landlord to get the site ready to 're-rent', as a result of the previous Tenants activities, will be billed to said Tenant.
- **Liability:** The Tenant acknowledges the Landlord shall not be liable for the injury, loss or damage to any person(s) or property of the Tenant, or guests due to;
 - Interruptions of electricity, water, sewer or internet
 - Theft or acts of violence by others
 - Severe weather, wind, rain, hail, snow, flooding, flowing water, wave action, fire or other acts of God
 - Falling or encroachment of trees, brush or other vegetation
 - Damage caused by, or arising from acts or omission by other campground occupants, contractors or visitors
- **Indemnification:** The Tenant agrees to indemnify the Landlord, and to save the Landlord harmless from and against any and all claims, losses, actions, damages, liabilities and expenses in connection with loss of life, injury and or damage to property arising from or out of any occurrence in, upon or at the Tenant's leased premises or anywhere on the Landlord's property as a result of any intentional, unintentional or negligent act of Tenant, the Tenant's guest(s) or other parties using the resort. In case the Landlord is, without fault on its part, made party to any litigation commenced by or against the Tenant, the Tenant shall protect and hold the Landlord harmless and shall pay all costs, expenses and reasonable attorneys' fees incurred or paid by Landlord in connection with such claim or litigation.
- **Assignment or Subletting:** Tenant shall not sublease all or any portion of the Leased Premises, except with advanced written permission and consent of the Landlord. If a Tenant assigns or sublet's a seasonal campsite without said written permission, Tenant retains liability for reasonable expenses incurred to correcting the situation including legal costs if necessary.
- **Immediate Termination:** Landlord is entitled to terminate this agreement without notice, upon the Landlord being notified of or witnessing any criminal activity being engaged in by Tenant, Tenant's family or guests or invitees while on the resort's premises.
- **Notices:** All Notices hereunder shall be in writing and may be served via US Mail, email or hand delivery. Notices shall be provided to the address provided on the first page of this agreement.

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- **Governing Law & Venue:** This Agreement, and the rights and obligations of the parties hereto, shall be governed by and construed in accordance with the laws and decisions of the State of Wisconsin. The exclusive forum for any lawsuit or legal action arising in whole or in part of this Lease shall be in the Circuit Court of Burnett County, WI.
- **Entire Agreement:** This Agreement, including any signed amendments thereto, set forth all the covenants, promises, agreements, conditions and understanding between the Landlord and the Tenant concerning the lease of Seasonal Campsites.
- **Waiver:** The failure of the Landlord to insist on a strict performance of any of the Terms or Conditions hereof shall be deemed a waiver of the rights or remedies by the Landlord regarding a specific instance only, and shall not be deemed a waiver of any other Terms or Conditions.
- **Partial Invalidity:** If any provision of this agreement or application thereof to any person or circumstance shall be determined to be invalid, the remainder of the Agreement or the application of such provisions shall remain valid and enforceable.