



2024  
Jones Pond  
Camping License

Site # \_\_\_\_\_ This Seasonal Camper License (hereinafter referred to as the "License Agreement"), made on

\_\_\_\_\_ is between:

**Second Home, LLC d/b/a** Jones Pond Campground at 9835 Old State Road in Angelica, NY 14709 and the following individual(s) jointly and severally:

**First Seasonal Camper**

**Second Seasonal Camper**

Name \_\_\_\_\_

Name \_\_\_\_\_

Address \_\_\_\_\_

Address \_\_\_\_\_

City \_\_\_\_\_

City \_\_\_\_\_

State \_\_\_\_\_ ZIP \_\_\_\_\_

State \_\_\_\_\_ ZIP \_\_\_\_\_

Phone \_\_\_\_\_

Phone \_\_\_\_\_

E-mail \_\_\_\_\_

E-mail \_\_\_\_\_

You are at least 21 years of age and are competent to contract in your name. You have read this release before signing and fully understand the contents, meaning, and impact of this release.

First  
Camper  
Initials

Second  
Camper  
Initials

I have received, read, and agree to abide by the **Camping License 2024** document, and attachments and understand that I am bound by those terms. I understand failure to abide by the rules and regulations may result in immediate revocation of my Seasonal License and I will be ejected from the Campground and asked to remove all personal property immediately.

\_\_\_\_\_

\_\_\_\_\_

**Injury and Loss Claims Indemnification.** The camper(s) accept camping privileges with the understanding he/they hereby release Second Home, LLC, its owners, and employees of all liability for loss or damage to property and injury to his/their person arising out of his/their use of its camping facilities, and agrees to indemnify Second Home, LLC, its owners and employees, against claims resulting from loss or damage to property and injury to the person of any family member or guest of the camper(s) arising out of the use of these camping facilities.

\_\_\_\_\_

\_\_\_\_\_

Camper agrees that all dogs are up to date with rabies and DPP (distemper, Parvovirus and Parainfluenza combo) vaccines. Camper agrees that all cats have rabies vaccination. If you do not have a pet please still initial this section indicating your compliance should your circumstances change.

\_\_\_\_\_

\_\_\_\_\_

Camper(s) agree to carry his/their own liability and comprehensive insurance during the term of the agreement. A minimum of \$500,000 of liability insurance is needed.

Below camper acknowledges, with his signature, that he has received and read all pages of this camping license and that he agrees to abide by all rules, regulations, and guidelines outlined in this document. The undersigned acknowledge that the failure to adhere to the information outlined in this document may result in the termination of this license at any time, with or without notice.

Camper #1

\_\_\_\_\_ Print Name

\_\_\_\_\_ Signature

\_\_\_\_\_ Date

Camper #2

\_\_\_\_\_ Print Name

\_\_\_\_\_ Signature

\_\_\_\_\_ Date

**Agreement:** This agreement contains the entire agreement between the management of Second Home, LLC (hereinafter referred to as "Jones Pond," "Campground" or "Licensor") and the aforementioned seasonal(s) (hereinafter referred to as "Camper," "Campers," "Seasonal" or "Licensee"). This License Agreement is a revocable license for the use of one campsite (hereinafter also referred to as "Site") to one or two people for recreational purposes only. No other representation or inducement, verbal or written has been made which is not contained in this agreement. This agreement is severable: if one portion becomes invalid, the remaining portions shall nevertheless, remain in full effect.

**License Period:** This License Agreement will be for a license period to begin with the start of the camping season, expecting to start on May 3, 2024 and expecting to end on October 6, 2024 (hereinafter the "License Period"). Jones Pond will do everything in their ability to start and end the license on the expected dates, but dates will be subject to change without notice. If site license is terminated early, winter storage and camping will be charged according to the early termination fee. Licensor operates a seasonal camping facility only and not a year-round facility. As such, Licensee should be advised that laws relating to Manufactured Home Parks, including, but not limited to, New York Real Property Law §§233 and 233-a do not apply to the Campground or this License Agreement. The Licensee and this License Agreement are subject to New York Real Property Law §233-b.

**Site:** This License Agreement is for the license to use the above mentioned site as a recreational campsite for one self-contained Recreational Vehicle. The License Agreement is only for the rental of your site, not any property associated with the site. The site being licensed in this License Agreement shall only be used for the purposes of camping. Camper shall comply with any and all rules and laws affecting the cleanliness, use, occupancy and preservation of the site as referenced hereunder as Rules and Regulations, Registration Information, Waivers and Authorizations, Campgrounds Rules, attached hereto and incorporated herein, and as implemented by the Campground from time to time, and which may be amended at Campground's discretion. Site perimeters are determined solely by Jones Pond and may be altered and amended at any time for any reason. Licensee certifies that they have personally inspected the Site and agree to accept in its present condition. Management reserves the right of access to the Site at any time for the purposes of inspection, repairs, maintenance or improvements, communicating with Licensee, or any other lawful purpose. However, this provision shall not be construed to impose any duty on Management to inspect the Site or make repairs.

**Site Services:** The Campground shall provide to Licensee Camper: water, limited mobile sewer service, metered electric service, public grounds and roads and general supervision through the dates of this License Period. The camper(s) agree to pay for electric usage each month within 10 days of receiving notice that invoices are available. A \$25 late fee will be charged to any account that is not paid within 10 days.

**Seasonal License Fee:** The Seasonal Licensee agrees to pay to Licensor Jones Pond a nonrefundable license fee of **\$2,900**, which must be **paid in full by May 12, 2024**. Payment must be made via cash, check, or credit card. If using a credit card, the total will be higher than what is stated in this License Agreement. The first installment is a non-refundable payment of 20% of the seasonal fee or **\$580** for a cash or check payments which is due no later than Sunday, September 17, 2023 and the second and final installment is a non-refundable payment of **\$2,320** for cash or check payments which is due no later than May 12, 2024. Rates may be adjusted annually by written notification, which becomes an addendum to this agreement. Any individual not listed on your camping agreement will be required to pay the prevailing rate to stay in your trailer. Payment with a credit card will be subject to a 5% admin charge for each payment. A signed camping license will be required by no later than September 17, 2023. Changes to the person(s) listed on your camping license will be permitted free of charge up to May 27, 2024. After that date, changes to an already signed and approved license, including the addition or deletion of campers, are subject to a \$100 administrative fee.

**Additional Campers:** Adding someone to your camping license after July 15th during the camping season is not permitted.

**Unpaid Seasonal Fees:** If the balance of your seasonal fee is not paid by the above noted dates a \$100 late fee will be applied to your account and your security gate access card will be deactivated. You will not be permitted on campground property until your account is paid in full. Interest will also start to incur on unpaid accounts at a rate of 1.5% per month.

**Unpaid Seasonal Fees after 30 Days:** After a 30-day period of unpaid seasonal fees, your seasonal site will be considered abandoned. Property on abandoned sites must be removed from Jones Pond within 7 days of abandonment. If not removed within 7 days, Jones Pond will arrange to have your property, including your trailer, removed from your site and/or campground property at the owner's expense. Jones Pond will take every reasonable step not to damage your property but accepts no liability or responsibility for any damage caused during the movement of your property.

**Insufficient Funds:** A camper shall be fifty (\$50) for each check returned to Second Home, LLC for lack of sufficient funds. Second Home, LLC reserves the right to no longer accept personal checks.

**Non-Renewal:** If you do not intend on renewing this camping license for the next season, and or the above noted deposit is not paid by the timeline also noted above, all trailers and any other personal property must be removed from the site and any other areas of the campground by the last day of the current season. If the renewal deposit is not paid by the above noted dates and personal property is not removed by the end of the camping season the campsite will be considered abandoned and Jones Pond will arrange to have your property, including your trailer, removed from your site and/or campground property. Jones Pond accepts no liability or responsibility for any damage caused during the movement of your property.

**Camper Insurance:** Camper(s) agree to carry his/their own liability and comprehensive insurance during the term of the agreement. A minimum of \$500,000 of liability insurance is needed. For the appropriate coverage for your trailer and site, ask your insurer for 'Mobile Home Insurance,' as typical RV insurance only covers injuries due to an accident while moving/towing. Campers further acknowledge that Second Home, LLC is not an insurer, and is not responsible for damage to individual possessions. Campers shall be responsible for his/their actions of negligence or damage caused by any entity, person, act of god, nature, or otherwise.

**Indemnification:** Seasonal Camper enters into this License Agreement of Seasonal Camper's own free will and assumes all risk and liability of any kind resulting from Seasonal Camper's use of the campsite and premises. Second Home, LLC shall not be liable for any damage or injury of or to the Seasonal Camper, Family, Day or Overnight Visitors, invitees, licensees, agents or employees or to any person entering the Site or premises of which the site are a part or to goods or equipment, or in the structure or equipment of the structure of which the Site is part, and Seasonal Camper hereby agrees to indemnify, defend and hold Second Home, LLC harmless from any and all claims or assertions of every kind and nature. Seasonal Camper understands that being involved in camping and activities comes with the risk of injury or death or damage to personal property. Seasonal Camper acknowledges that they are knowingly and voluntarily participating in camping and activities which give rise to these risks including, but not limited to: building and maintaining campfires; staying and being outdoors; campfires or fires in general; dangerous animals or insects; weather related incidents; bodies of water on or around the grounds; use of pools; outdoor terrain and dangerous vegetation; recreational amenities; and the use of knives, hatchets, axes, and saws. Seasonal Camper acknowledges that they have read the following Agreement and agree to its terms and conditions. If Seasonal Campers sign on behalf of a minor, they consent that they are the parent or legal guardian of said minor.

**Default and Revocation:** If Seasonal Camper fails to comply with any of the provisions of this License Agreement, any present rules or regulations, or any rules or regulations that may be hereafter prescribed by Jones Pond in Jones Pond's sole discretion, Jones Pond may revoke this License Agreement. Reasons to revoke this License Agreement include, but are not limited to the following, and may be amended at Jones Pond's discretion: default, failure to pay any fees for services rendered by Jones Pond; non-compliance of any Campground Policy(ies); non-compliance with any Seasonal Camper Rule(s); failure to timely make any payment required under this agreement or Seasonal Camper Rules; conduct by Seasonal Camper, Family, Day or Overnight Visitors or pets which constitutes an annoyance, nuisance, or danger to other Licensees of Jones Pond and their property. This License Agreement is revocable by Jones Pond at any time for any reason. Licensee, Family, and any additional guests shall comply with all laws and regulations governing the use and maintenance of the Site. Any repeated behavior by the Licensee, their Family or any guest in violation of the rules of the Campground, and/or state and federal laws, will lead to the immediate revocation of their License to use the Site, and if necessary, their removal by law enforcement, pursuant to New York State Real Property Law §233-b(b)(1)(e). Upon Revocation of the License, Jones Pond reserves the right to remove the RV Unit and all personal property to a storage area. All past due fees and reasonable moving and storage fees incurred will be due to Jones Pond. After ninety (90) days, Jones Pond may, pursuant to New York State Law, sell at public auction, claim ownership, or otherwise dispose of the RV Unit and personal property to satisfy all due amounts without further notification, unless an agreement, in writing, satisfactory to Jones Pond, is procured. Should a Seasonal Camper be removed from the Campground, all Family and Visitors are also thereby required to leave the Campground at once.

**Subletting and Airbnb:** The Seasonal Camper is prohibited from subletting or Airbnb-ing the Site. At least one (1) registered Seasonal Camper must be at the site at all times if registered Guests or Visitors are visiting. Failure to follow this provision will result in immediate removal without refund.

**Surrender of Site:** Upon the expiration of the License Period hereof or revocation of this License. Seasonal Camper shall surrender the Site in as good a state and condition as it was at the commencement of this License Agreement. All changes and improvements to the site left upon surrender will become the sole possession of Jones Pond after ninety (90) days. Failure to leave the Site clean and ready for the next Seasonal Camper will result in a fee for Damage.

**License Relinquished by Seasonal Camper:** The Seasonal Camper Licensee may relinquish this License Agreement prior to its expiration. Licensee will have to pay in full: a \$200 per month fee for winter storage and a nightly rate of \$50 per night for nights the campground was open pursuant to New York State Law. Daily charges will be assessed until the Site is fully vacated and able to be licensed to a new Seasonal. After the expenses are removed from the total License Fee, Licensee may then be returned any overages.

**Abandonment:** If Licensee's RV or other property is left unattended for more than thirty (30) days without payment of the required fees and utility expenses, the Licensee's RV or other property shall be deemed abandoned by Licensee. If Licensee's RV or other property is deemed abandoned by Licensee under this Section, Licensor shall have the right to remove Licensee's RV and other property from the Campground to a storage facility. Licensor will then send a final bill for payment due to Licensee and if such bill is not paid within thirty (30) days after the date of the bill, Licensor will be entitled to enforce its lien rights pursuant to New York Real Property Law §233-b(b)(2)(d) and conduct a lien sale of Licensee's RV and other property. Licensee will be responsible for all costs of removal, storage and sale, Licensor will have the right to reimbursement from the proceeds of any such sale for all such costs paid or incurred by it. Alternatively, if Licensee's RV or other property is deemed abandoned by Licensee under this Section, Licensor may have Licensee's RV or other property removed from the Campground by a towing service.

**Force Majeure:** Jones Pond will not be liable for any failure or delay in performing an obligation under this Agreement that is due to any of the following causes, as determined by the Campground, to the extent beyond its reasonable control: acts of God, accident, riots, war, terrorist act, epidemic, pandemic, quarantine, civil commotion, breakdown of communication facilities, breakdown of web host, breakdown of internet service provider, natural catastrophes, governmental acts or omissions, changes in laws or regulations, national strikes, fire, explosion, generalized lack of availability of raw materials or energy.

**Assignment:** Seasonal Camper shall not assign this License Agreement. An unauthorized assignment shall be absolutely null and void and shall cause the revocation of this License Agreement. Jones Pond retains the right to assign and delegate the benefits and obligations of this License Agreement to any third party.

**Counterparts:** The parties agree that this License Agreement may be executed in one or more counterparts including, without limitation, a counterpart bearing a facsimile signature or signature in PDF format, each of which shall be deemed an original, and all of which together shall constitute a single instrument. The parties agree that a facsimile or PDF signature page may serve as an original for any purpose.

**Black Water Pump-outs:** The camper(s) receives ten (10) black water pump-outs per camping season at no additional charge when scheduled with the office and agrees to pay the prevailing rate for additional pump-outs. Pump outs exceeding 10 will be charged at the following rate:

Pump Outs	Charge
1-10	No charge
11-15	\$15 per pump out
16-20	\$20 per pump out
20+	\$25 per pump out

Emergency & last-minute pump-outs will result in a charge of the prevailing rate of \$75 per additional pump out. Pumping out two black water connections counts at 2 pump-outs.

**Black Water Pump-outs Requirements:** Pump outs will only take place if the following requirements are in place:

1. At the beginning of each season verify that valves are working, lubed and in the proper position. Valves MUST BE CLOSED before using your black tank for the first time each season.
2. Unobstructed and clear access to black water connection and clearly labeled connections (i.e.: black water, grey water, etc.)
3. Ample grey water left in the grey water tank.
4. Electric source located no longer than 3 feet from black water connection, ideally an outdoor extension cord left at the base of the black water connection.
5. Black water valves that are in good shape.

**Safety equipment:** Camper(s) agree to have the camping unit equipped with a smoke detector, and it is strongly recommended that you also have a working fire extinguisher and carbon monoxide detector.

**Pest Control:** The use of any type of poisonous pest control, such as rat or mouse poison, outside your RV including under your RV and/or decks is not permitted. The use of mouse, rat or other types of non-humane animal traps are prohibited. and/or rat traps are not permitted.

**Camp Store Accounts:** Second Home, LLC grants seasonal campers the privilege of having a camp store credit account up to, but not exceeding, two hundred dollars (\$200). This is granted with the understanding that the account will be paid in full by the end of the current summer camping season. Unpaid accounts will accrue the same interest penalty as Agreement Accounts plus a \$25 administrative fee for accounts not paid by the final day of camp. The privilege of having a campground account can be revoked at any time. It is strongly preferred that accounts are paid in cash or check rather than credit card given the smaller nature of many of these purchases. Jones Pond reserves the right to charge the credit card on file for unpaid accounts after due dates at its discretion.

**Deliveries:** Campground management must be made aware ahead of time of all deliveries to Jones Pond (special deliveries, not regular UPS/FedEx/Amazon-type deliveries) Certain items, such as stone, must be purchased through the campground. While other items may be ordered on your own, they still require pre-approval for delivery. Failure to obtain approval may result in the denial of the delivery and/or a charge for the campground staff having to deal with unscheduled deliveries. Unscheduled vendors will not be given access past the security gate. Deliveries requiring access past the security gates are not permitted on Fridays, Saturdays or Sundays.

**Indemnification:** Licensee enters into this License Agreement of Licensee's own free will and assumes all risk and liability of any kind resulting from Licensee's use of the Site and Premises.

**SECOND HOME LLC, D/B/A AS JONES POND CAMPGROUND IS NOT LIABLE FOR INJURY TO ANY PERSON, OR FOR LOSS OR DAMAGE TO ANY PROPERTY (INCLUDING LICENSEE'S PROPERTY) OCCURRING IN OR ABOUT THE SITE FROM ANY CAUSE WHATSOEVER, INCLUDING THE NEGLIGENCE OF JONES POND. LICENSEE AGREES TO JOINTLY AND SEVERALLY INDEMNIFY JONES POND AGAINST AND HOLD JONES POND HARMLESS FROM ANY AND ALL LOSS, DAMAGE, LIABILITY AND EXPENSE (INCLUDING REASONABLE ATTORNEYS FEES AND OTHER COSTS INCURRED IN CONNECTION WITH DEFENDING ANY CLAIM) RESULTING FROM ANY ACTUAL OR ALLEGED INJURY TO ANY PERSON OR FROM ANY ACTUAL OR ALLEGED LOSS OF OR DAMAGE TO ANY PROPERTY (INCLUDING LICENSEE'S PROPERTY) ARISING OUT OF THE USE OF THE SITE BY LICENSEE, OR CAUSED BY OR RESULTING FROM ANY ACT OR OMISSION OF ANY THIRD PARTY (INCLUDING CRIMINAL ACTS), OR CAUSED BY OR RESULTING FROM THE NEGLIGENCE JONES POND. THE INDEMNIFICATION SHALL SURVIVE THE EXPIRATION OR SOONER TERMINATION OF THIS LICENSE AGREEMENT. THIS INCLUDES THE SEASONAL SITE AND WINTER STORAGE IF APPLICABLE.**

**Governing Law; Venue:** This License Agreement shall be governed by and construed in accordance with the laws of the State of New York. In the event of any action brought to enforce or declare the meaning of this Agreement, the venue shall be in the County and State in which the Property is located.

**Severability:** If any part or term of this License Agreement shall be deemed invalid or unenforceable by a court of competent jurisdiction, the remainder of this License Agreement shall remain in full force and effect. Seasonal Camper and Jones Pond irrevocably agree that this License Agreement shall be enforceable under the laws of the State of New York and submit to jurisdiction of said Court.

## Seasonal Rules and Regulations

### Specifics Regarding Your Site

- Site Use:** The Campers Agree to use the premises for camping only. Campers agree to have their RV on site and set up no later than Memorial Day Weekend and not remove it permanently for the season until after Labor Day weekend. Campers are permitted to remove their RVs throughout the season for various reasons (if the set-up of your site allows for easy removal) but if your time away from the park with your RV is deemed excessive we reserve the right to ask you to vacate your site and have you book transient sites so that others may enjoy the park on a regular basis.
- Site Care.** Campers have responsibility for the appearance of their site. Camp site should be set up for the season, including lawns mowed, awning back up (if taken down) no later than Memorial Day weekend. This includes mowing of grass and trimming. Plantings, stone, patio stones and other ground coverings become the property of Second Home, LLC, and cannot be removed without expressed written consent of campground management, nor can they be sold to others. Trash and debris must be disposed of properly as per the terms outlined in this agreement. Campers are responsible for inspecting their campsite and surrounding premise and that both are in good and safe order. Campsites should not be physically closed up prior to Labor Day Weekend.

3. **Tree Trimming & Removal.** Under no circumstances should any tree within the campground be trimmed, pruned, or cut down without prior approval from management. Failure to comply with this rule will result in the seasonal being charged for the full replacement of the tree plus a \$100 administration fee for replanting (which may mean replanting in another location).
4. **Trailer Purchases.** Seasonals must obtain approval from campground management before purchasing a new RV they plan to use on their site.
5. **Placement.** Placement of trailers/RV's must be coordinated and approved with Campground management to ensure suitability to the site and access for pump outs. Failure to gain prior approval could result in you having to move your trailer.
6. **Trailer Specifics.** A seasonal camping site may have one sleeping unit (trailer/RV) only. No additional pop-ups, vans, or other RVs are allowed on the site (exceptions for temporary situations may be granted). Seasonal campers are not permitted to sleep in tents on their site on an ongoing basis.
7. **Cleanliness.** Sites must be clean, with no accumulation of furnishings, household goods, building materials or debris of any kind. Trailers must also be kept clean. Washing your trailer on an annual basis is recommended. Management reserves the right to arrange for the washing of your RV if it becomes dirty or unsightly, and that fee will be charged to your account.
8. **Furniture.** Indoor furniture such as sofas, chairs, coffee tables, etc. are not permitted on your deck or in any outdoor area.
9. **Refrigerators.** No refrigerators larger than an under-cabinet unit may be outside the RV. Refrigerators in sheds are fine.
10. **Lawn Mowing.** Sites must be kept mowed and free of landscaping debris. If the campground deems a site to be a nuisance because of un-mowed grass, it will be mowed and the prevailing rate will be charged to the camper. The rule of thumb is that grass should not go more than three consecutive weekends without being mowed.
11. **Grey Water.** In compliance with New York State law, grey water cannot run onto the ground. All sites must have a dry well installed for grey water containment. The dry well must have sufficient holding and gravel capacity to prevent standing water at the dry well.
12. **Tarps.** No tarps are to be suspended from the trees over trailers, campsites or woodpiles.
13. **Trees.** No site signs, lights or other items are to be attached to trees unless approved by management.
14. **Outdoor Décor.** Campers may be asked to cut back if there is an over-abundance of lawn furnishings and "yard art" which detracts from the natural atmosphere of the campground.

## Site Development Standards

As in all well-managed campgrounds, there must be standards, which direct the use and appearance of individual sites. This, in turn, provides a consistent and aesthetically pleasing atmosphere throughout the entire campground.

### Overall Development Standards

The below information are general guidelines that must be adhered to by all seasonal campers. Jones Pond reserves the right to alter these guidelines based on individual site specifics and site location within the park. Do not assume that your site is eligible to stray from these guidelines without expressed written consent from Jones Pond management.

A maximum of three structural features are allowed per site, in addition to the trailer/RV. The placement of additional structural features must be approved by management and cannot impact your neighbors or the overall appearance of the campground. Three of the following structural features are permitted:

- Deck adjoining trailer, with or without a non-permanent canopy
- Storage building
- Temporary pavilion/gazebo, with or without canopy
- Canopy separate from deck. Note: only one canopy or pre-existing roof is permitted per site
- Wooden platforms separate from deck, with or without canopy to cover a maximum of one hundred square feet (10' x 10').

Additional structures may be possible on your site based on the size of your site and location of the proposed feature. This requires management approval.

### Structural Feature Standards

1. **Improvements & Structures.** Drawings or sketches for any improvements or structures must be submitted to the office for approval prior to starting a project. Failure to do so may result in you being asked to remove your structure and/or make alterations. This includes the building and/or replacement of decks.

2. **Structures.** Any and all structural features must be situated and constructed in such a way that the trailer may be removed from the site without demolition of the structure/feature.
3. **Deck Specifics.** Decks are to be no longer than the adjoining trailer and may be a maximum of ten feet deep. Decks must be constructed in sections, not to exceed four feet by ten feet by 16" at the highest point. The sections are to be bolted together in a fashion that they can be separated for removal. The deck should "float" on the ground with steps up to the door. It is very important that you follow these guidelines, or you will be asked to remove your deck and start over. Drawing or sketches must be submitted and approved by management before any building commences. We do make exceptions on the size of decks allowed which sit directly on the ground. See management for details.
4. **Site Improvements.** To avoid living in "construction zones," any improvements to your site including deck building, the laying and spreading of stone or other items of this nature must be completed in a timely fashion, typically within three weeks of the delivery of materials. If more time is needed, please discuss with park management.
5. **Permanent Roofs/Awnings.** NO PERMANENT ROOFS may be added to decks or pavilions. Temporary canopies are permitted on decks and pavilions. The height of a deck covering should not be greater than three feet above the trailer.
6. **Storage Sheds.** Given our commitment to park standards, which directly impacts the use and appearance of individual sites, storage sheds must be pre-approved by park management before being brought into the park. We will require detailed specs on the shed including size. Metal sheds are not permitted, non-rusting metal roofs on wooden sheds are fine.
7. **Pavilions/Gazebos.** These items are to be no more than one hundred square feet (10' x 10'). Pavilions/gazebos may not have solid side panels or walls or any type of temporary panel or wall including canvas or tarp materials
8. **Canopies.** The installation of any type of canopy on a site must first be approved by park management. Canopies including deck covering, are to cover a maximum of two hundred square feet (10' x 20') and may not exceed twelve feet total height. Canopies may not have solid side panels or walls. The color of your canopy must also be approved by park management. Note. only one canopy or pre-existing roof is permitted per site. Custom canopies are permitted but must first be approved by park management. Sketches and/or drawings may be required.
9. **New Trailers/Seasonals.** If a site transfers to a different camper, or a new trailer is purchased, your site will be reviewed for compliance with the guidelines outlined in this camping agreement. Changes to sites may be requested to bring all structural features into compliance.
10. **Grandfathering.** Any item on your site that is not in compliance but deemed to be grandfathered apply to YOU, as a seasonal only. When selling your trailer, do not assume that this grandfathering will transfer to the new owners, as the campground reserves the right to have sites brought into compliance.
11. **Satellite Dishes.** Satellite dishes may not be attached to campground property, including trees, electric poles or buildings.

## Buying a New Trailer

1. **Approval.** The purchase of any new trailer requires **pre-approval from park management**. Prior to approval, park management will review your site with you to determine the suitability of a new trailer. Items that will be taken into consideration when approving a new trailer include (but are not limited to) the size of the new trailer, placement of new trailer, including the ability to get it in and out, impact on trees & water lines, impact to neighbors and the ability to perform pump outs
2. **Buying off-season.** We cannot stress enough the importance of obtaining pre-approval before purchasing a trailer. We realize that purchases are often made at winter RV shows, so if you are planning to purchase something over the winter (when we are not able to conduct a site inspection) you must do this prior to the end of the season. **Again, we stress - do not purchase a new trailer without first obtaining approval.**
3. **New Trailer Delivery.** The delivery of new trailers is fully dependent on the conditions of the grounds. Deliveries will not be accepted prior to June 1<sup>st</sup> of any calendar year as the grounds are always too wet. Do not commit to any delivery schedule without prior approval from campground management.
4. **Damage.** Campers are responsible for any damage to campground property (including ruts in grass) and must repair any damage in a timely fashion. You will be charged if the campground has to make repairs on your behalf.

## Selling your Trailer

1. **Selling Your Trailer.** Selling your trailer on Jones Pond property is only permitted with pre-approval from management. To obtain permission, you must complete and submit an application to sell your trailer, which can be obtained at JonesPond.com under seasonal resources. Do not list your trailer for sale until approved. There are a variety of factors that are considered when granting permission to sell at Jones Pond. They include (but are not limited to) age and condition of your trailer, the reason for your sale, your continued attendance at Jones Pond, and asking price. An inspection of your site and/or trailer will be required. Lots cannot be included in sale prices. To avoid confusion, refrain from using terminology such as "site for sale" or "lot for sale."



The property and lots are owned by Second Home, LLC and will be made available at the discretion of management. Seasonals may not negotiate, guarantee, or pass lot rental rights. The right to rent any and all lots is at the discretion of management. The campground reserves the right to ask that any trailer for sale be removed from campground property to be sold off-site.

2. **Fee:** The fee to sell your trailer on Jones Pond property is 5% of the total sale price. This is payable to Jones Pond before a deal can be finalized. Campers reserve the right to remove their trailers from Jones Pond property for sale off-site.

3. **Marketing Your Trailer at Jones Pond:** Trailers approved for sale on Jones Pond property will be listed in our “trailers for sale” section of our website. Jones Pond management will actively promote and market your trailer to all prospective purchasers and will show your trailer to prospective purchasers with your permission. When an approved buyer is prepared to make an offer, those negotiations will be between the buyer and seller. Jones Pond management does not get involved in trailer sale negotiations.

4. **Abandoned Trailers.** Jones Pond does not allow abandoned trailers and/or site contents to be sold on park property. If your circumstances have changed and you are not able to make it to Jones Pond on a regular basis, then permission to sell your trailer on site will be denied. Furthermore, if your trailer is taken off-site for sale, we will allow you a period of 15 days to sell site items such as decks, sheds, etc., provided seasonal fees are still paid. After that time, you will be required to remove all items from your site. If items are not removed by this time, Jones Pond will deem them abandoned property and dispose of them as they deem appropriate, charging any incurred costs to you.

## Seasonal Camper Guest Guidelines

1. **Guest Registration.** All guests must be paid members of Jones Pond and registered before entering the park and pay the prevailing rate for each visit. Guests may not be taken directly to your site without registering. After hours visitors are not permitted if they have not registered, acknowledged the rules and paid for their stay.

2. **Overnight Guests:** Overnight guests are only permitted to stay in trailers if the seasonal camper is present in the park.

## Business Operations, Contracting and Fundraising

1. **Businesses.** Businesses are not to be operated from the campsite and may operate on the campground only with Second Home, LLC approval.

2. **Independent Contracting.** Independent contracting, such as deck building, grey water installation, repairs, renovations, lawn mowing and/or grounds maintenance or any other item of this nature may not be performed by any individual within the campground without expressed written consent of management.

3. **Fundraising.** Any fundraising done within the campground must receive prior approval from management and all donations made to charities on behalf of the campground must be submitted to the office, which in turn will make the donation on behalf of Jones Pond and its campers.

4. **Campground Work.** Camper(s) acknowledge that any work done on the campground is voluntary and without compensation unless by written contract with the management of Second Home, LLC

## Garbage Disposal

Disposing of trash in New York state is costly to campgrounds. Your help in following our campground rules regarding trash disposal is appreciated. Failure to follow these guidelines or using garbage bins for unauthorized items may result in additional charges to your site or garbage removal privileges being revoked.

1. **Garbage Bin Usage.** Disposing of garbage in the park is limited to regular household items such as household waste, small bags of garbage, non-recycle items, etc. Common sense, please!

2. **Paper Products.** Paper products should be burned in your fire pit; larger cardboard items removed from the campground for disposal.

3. **Amazon Boxes:** Amazon boxes and other boxes from deliveries must be broken down, flattened and placed in the paper shed. Under no circumstances should cardboard boxes be placed in the main garbage bin.

4. **New York State Recyclables.** When you recycle your NYS items in the bins and/or recycle shed, you're not only helping the environment but you're also contributing back to the park and local charities. 100% of all money raised with recycling goes directly back into the park or to local charities. **100%.** Please recycle.



- Yard Waste.** Yard waste should not be placed in the large garbage bin at the front of the park. If you are not able to burn your yard waste or use it for mulch, please make arrangements with management for disposal.
- Remove from the Campground.** The following is a list of a sample (not all inclusive) of items that cannot be disposed of in the park. They must be removed on your own for disposal. **Anything metal we can dispose of**

- |                     |                         |                       |                   |
|---------------------|-------------------------|-----------------------|-------------------|
| • Propane Tanks     | • Lawn Mowers/Equipment | • Lawn/Home Furniture | • Mattresses      |
| • Lumber            | • Building Supplies     | • Tools               | • Full Paint Cans |
| • Large Metal Items | • BBQ/Appliances        | • Cardboard           | • Car Batteries   |

- Larger Items.** If it won't fit into a grocery bag, it's probably too big for us to handle.

## Golf Cart Rules

- Golf Carts.** Campers must provide proof of insurance for their golf carts and the beginning of each season before their golf cart is used in the park.
- Safety.** Golf carts will be operated in a safe and orderly manner so as not to cause complaints from other campers and pedestrians.
- Passengers.** Golf carts will contain no more person(s) than intended for your specific cart. Overloading carts is dangerous and prohibited.
- Music.** The playing of music from your golf cart is fine provided it does not impact other campers.
- Speed.** Golf carts will be operated at a reasonable speed on Jones Pond Campground property at approximately five miles per hour and will be parked in designated areas and driven on roads (not grass) only.
- Working Order.** Nonfunctioning golf carts are to be removed from the campground.
- Other Vehicles.** No other vehicles such as ATV's, 3-wheelers, dune buggies are permitted.
- Non-compliance** with the above regulations will result in the removal of the golf cart from the campground.
- Loaning Your Golf Cart.** Golf cart owners assume responsibility for any and all person(s) who drive their golf carts on Jones Pond property. Owners will be held responsible for the above guidelines regardless of who is driving their cart

## Some Simple Rules to Camp By

These are the rules provided to every guest that enters the park. Our rules are not intended to impact your enjoyment within the park; rather, they have been designed with your comfort and safety in mind as well as the comfort and safety of other campers, guests, and the property of all those within the campground. Camper(s) agree to read these rules and comply with all Second Home, LLC rules and regulations. Further rules may be added throughout the season and can be found on our Website ([www.JonesPond.com](http://www.JonesPond.com)). Campers are responsible to adhere to all rules, both in this document and those posted on our Website.

- ALCOHOL/MARIJUANA:** Underage drinking, over intoxication, using marijuana to the point of impairment are prohibited. Such activities will result in removal without refund and will be reported to authorities. Whether a person is over intoxicated or impaired is at the discretion of Management. Any damage that results from alcohol or marijuana may result in a cleaning or maintenance fee that may exceed \$100. The Campground is not responsible or liable for any injury that results from a Camper's decision to drink or use marijuana.
- AMENITIES:** Registration as a camper at Jones Pond includes use of amenities. Campers use these amenities voluntarily and at their own risk. Campground is not responsible for any injuries that may be sustained by Camper and anyone in their care, including children or guests, in their use of amenities.
- CAMPFIRES:** Campfires are permitted in fire rings and pits. Firewood can be purchased on site. Bringing in your own firewood is permitted provided it is purchased within 50 miles of the campground as per the Department of Environmental Conservation. Do not burn garbage, cigarette butts, non-combustible trash, leaves, plywood or treated wood in the fire ring. Do not burn any wood containing nails or screws. Do not remove logs, trees, twigs, leaves or branches — dead or alive — from our grounds without permission. Note that Sumac trees are hazardous when burned. Fire should not have flames more than two (2) feet high. Campfires must be attended by an adult at all times. Please double check that fires are fully extinguished prior to retiring for the night, leaving your site or leaving the park. Do not dump ashes or coals into the woods. Do not place rocks, stones, glass, metal or trash of any kind into the fire ring. Ability to have campfires is determined by local conditions and is subject to change. Do not move the fire ring unless permitted by management.
- CANS AND PAPER:** We do recycle and try to keep NY green, at least this end of it. We have bins and a shed for returnable cans and bottles. 100% of all funds collected are donated to the Allegany County SPCA.

5. **CHILDREN:** If Children are to attend family weekend, please note Campground and its staff are NOT RESPONSIBLE for watching or supervising children AT ANY TIME. Children under the age of fourteen (14) must be always supervised by a responsible adult. Parents are responsible for the actions and safety of their children and will be held responsible for any damage caused. Underage drinking will not be tolerated and will be reported to the police.
6. **CONDUCT AND UNDESIRABLE BEHAVIOR:** Please use discretion with language and attire. Persons engaging in illegal activity or violating the Campground Rules will be subject to immediate removal from the park without a refund. If the Camper does not leave, they will be removed by local law enforcement. Any camper using profane or discriminatory language or who is overly intoxicated or, in the opinion of Campground management, is acting in such a manner that may be injurious, offensive or annoying to others will be asked to leave the Campground immediately without a refund. Overt sexual activity is not permitted in public areas (if we can see it, it's public). Be mindful that everyone differs on what is fun for them, so don't presume they would like what you like. Respect your fellow guests.
7. **DRIVING:** Park speed limit for vehicles and golf carts is 5 MPH. No driving or parking on the grass.
8. **DUMPING:** Outside dumping is prohibited. Violators will be reported and turned over to authorities.
9. **EMERGENCY:** In case of emergency, call 911 for help first then report any emergency to park management.
10. **EXPLORING THE PARK:** Campers should use caution when exploring the park, especially at night. You are always required to have and use a flashlight at night. Use caution as grounds can be uneven in some areas. Always use your map and avoid walking close to the creek bed as water levels vary. Stay away from unfamiliar areas at night.
11. **FIREARMS/LETHAL WEAPONS/HUNTING:** No illegal Firearms permitted. Also, BB guns, paintball guns, archery, sling shots, and lethal weapons are strictly and always prohibited on the Campground. Hunting is strictly prohibited on the Campground. Violators will be reported and turned over to authorities.
12. **FIREWORKS AND OTHER EXPLOSIVES:** Always prohibited on Campground property. Sparklers are also prohibited. Violators will be reported and turned over to authorities.
13. **GLASS:** Glass in any form is not permitted off your site.
14. **GREY WATER:** The water from doing dishes, showering and brushing teeth is grey water. We can't have it on the ground because the chemicals seep into our well system and this is against New York state law. Please, no outdoor sinks or showers and dump water in the RV dump station by the main shower house.
15. **INSURANCE:** We do not offer insurance for any loss, injury, or damage incurred by Campers or their guests.
16. **LOST OR STOLEN ITEMS:** Campground is not responsible for lost or stolen items.
17. **NOISE (Music, voices, etc.):** Please be considerate of your fellow campers. While our general rule of thumb is quiet time is from 11:00pm to 10am, we understand that on occasion campers will host events on their sites later than 11pm. We simply ask that you be mindful and respectful of your neighbors. If you are asked to turn down your music please do so. And on the other end, if you hear noise after 11pm and it's a one off or really not of concern we ask that you simply allow it to continue and/or speak to your neighbor in the morning.
18. **NOISE (Construction)** All campers have the right to enjoy their campsite in relative peace and quiet without interference from excessive noise, especially that created by construction of decks, sheds, awnings and other work. This includes, but is not limited to, power saws, hammering, drills, power washers, leaf blowers and other power tools of this nature that cause excessive noise. The use of the above equipment causing noise in the park will be limited to the following times:

Month	Days	Times
May, June, Sept (after labor day) and October	Monday through Thursday	No limitations
	Saturday	11am – 4pm
	Sunday	11am – 5pm
July & August	Monday – Friday	10am – 5pm
	Saturday & Sundays	Noon – 4pm
Memorial Day, 4 <sup>th</sup> of July, Labor Day and Vacation Weeks		No loud construction noise permitted

- Note that construction noises of concern are those which continue for more than 15 minutes. In other words, there are no restrictions on using a saw or a drill for a small project. Having said that, we continue to ask that you be respectful of your neighbors at all times.
- Given that it's a requirement by the Allegany County Department of health, there are no noise restrictions for any equipment used to repair or install grey wells in the park

19. **NUDITY:** Jones Pond is a clothing-optional campground in most areas. Please obey all closing optional signs. In general, clothing is required while walking outside the barn & café, to and from the pool area and outside the upper shower house. Nudity

in the enclosed pool area is allowed. Some weekends may be designated “clothing required,” and you will be provided with advanced notice should that be the case. Typically, this is just our *Friends & Family* weekend(s).

20. **PETS:** Only 3 pets permitted per campsite. Pets must be on a leash (except for the off-leash area) and please scoop poop. Pets are not permitted in community areas such as the barn, bonfire, within the pool fence, etc. If your dog doesn’t get along with others, avoid bringing to social events. Excessive barking is not permitted. Animal abuse or intentional neglect of your pet will not be tolerated in any form and will result in an immediate and lifetime ban from Campground. Campers who violate this policy will be asked to leave immediately without a refund. Failure to leave the Campground will result in removal by the authorities.

21. **PHOTOS AND VIDEOS:** Entrance onto the Campground constitutes permission for management to photograph, video, etc. the Camper or visitor while they are on the premises, and to use any resulting pictures for any lawful purpose without compensation to or approval from the Camper or visitor. Please be respectful when taking pictures. Ask if people mind having their picture taken. The taking of pictures at the pool area is prohibited. Use common sense and good taste when posting pictures on social media sites. The use of drones is only permitted with management approval.

22. **POOL:** Pool rules are posted in the pool area. Please note: **diving into the pool is not permitted;** bathers must shower before swimming; an emergency phone is in front of the camp store, call 911 in the event of an emergency; no glass or pets are permitted in the pool area. Two or more adults must be present at the pool, with one on the pool deck. An adult must accompany children less than 16 years old. It is prohibited to urinate, spit or blow your nose in the pool. Persons ill with diarrhea are prohibited from entering the pool. Running or excessive horseplay is prohibited. **No oil-based lotions in the pool.** Bathers must adhere to these rules and all signs posted in the pool area. Pool is open from 10am to dusk. Under no circumstances should you enter the pool area when it is closed or the gate is locked.

23. **SMOKING:** Tobacco and marijuana smoking is not permitted inside any buildings or outside the barn windows. Smoking at the pool is only allowed in the designated smoking area at the east end of the pool where signs are posted. No butts on the ground! Please be respectful of your neighbors if you choose to smoke outside. A cleaning fee will apply to anyone who discards cigarette butt(s) on the grounds. Cigarette butts shall be completely extinguished and then disposed of in a trash or garbage bin.

24. **TERMINATION OF RENTAL AGREEMENT:** Management, at its discretion, reserves the right to remove, without prior notice, any Camper who fails to obey the rules or is creating a disturbance or is a nuisance without refund. Management, at its discretion, reserves the right to NOT renew any license for the next season. Management will utilize their full powers under New York State Law if necessary, including the assistance of Law Enforcement.

25. **TRESPASS:** Respect the privacy of others and do not trespass on their sites, whether vacant or occupied.

26. **VISITORS AND ADDITIONAL GUESTS:** No visitors or additional guests outside of the registered guests are allowed on the Campground.

27. **VEHICLES:** Vehicle washing of any kind and at any time is prohibited. A valid driver’s license is required to operate any motor vehicle on the Campground. **Speed limit is 5 miles per hour on all roads.** Please obey all traffic signs. ATVs & dirt bikes are not permitted. Radio-controlled items such as planes or drones are not permitted to be operated at the Campground without Management permission. Local towns such as Fillmore and Nunda have self-serve car wash facilities. Washing of trailers and golf carts is permitted but water conservation must be considered. Please do not use “open hoses” for long periods of time when washing trailers or golf carts. Rinse down your vehicle, turn your hose off, use a bucket with soap to wash, then rinse again. During busy weekends you may be asked to refrain from washing any vehicle due to water conservation.

28. **VIOLENCE:** Acts of violence towards any person(s) or animal(s) within the Campground will not be tolerated. Management reserves the right to ban individuals temporarily or permanently, without refund, from the Campground who partake in any act of violence.

29. **VIOLATION OF RULES:** Management, at its discretion, reserves the right to immediately remove, without prior notice, Licensee, family, and guests upon violation of any rule, or who, in management’s opinion, is creating a disturbance of any kind or is a nuisance. No refunds will be given.

30. **WILDLIFE AND VEGETATION:** Please respect our wildlife by avoiding touching or handling any of the critters in our park. Wildlife to be expected: black bears, deer, groundhogs, possums, squirrels, chipmunks, mice, farm cats, bullfrogs, foxes, bunnies, birds, wild turkeys, skunks, raccoons, etc. **Warning:** black bears are very dangerous animals that can cause serious injury or death. Do not feed any wildlife, especially black bears. Please take extra caution when disposing of or stowing away food items on your site, as food may attract black bears. Please do not feed any wildlife. Do not throw food on the ground or into the woods, as it will attract wildlife, especially skunks. Bug lights are prohibited. Please be wary of your surroundings. There could be poison ivy, poison sumac, and poisonous berries located on and around camp.