

Pocono Point Rv & Campground  
CAMPGROUND & PARK AREA  
*RULES, REGULATIONS, & CONDITIONS*

1. The entries, passages, driveways, parking lots, roads and other common appurtenances shall not be obstructed or encumbered nor used for any other purpose than ingress and egress unless otherwise specifically designated by Pocono Point RV & Campground
2. The Maximum speed limit is Ten (10) miles per hour.
3. Pets shall be allowed on the property, but must be controlled by a leash. Pets must be cleaned up after always. Pets are not to be tied up outdoors and left alone at the site. Pets brought to the campsite must be non-aggressive toward humans and other pets. Vaccination records must always be available always.
4. No one shall cause any disturbance of any kind on the property; nor permit anything to be done that will interfere with the rights, comforts, or convenience of other guests. Quiet hours are from 10 p.m. until 8 a.m.
5. No one shall bring in to or keep at the campsite any explosive or obnoxious substance.
6. No one shall discharge firearms, bows, or other weapons on the campsite property. Firearms, bows or other weapons may be possessed during lawful hunting seasons.
7. No hunting of game is permitted on the campsite or any part of the campground property.
8. No one shall make any permanent alterations, additions or installations unless expressly permitted by Pocono Point RV & Campground in writing.
9. No one shall erect any unsightly outside antennas or other equipment concerning any radio, computer, or television installation and no one shall use the premises in any manner that would be in violation of any Federal, State or local law.
10. Guests shall dispose of garbage in such a manner as directed by Pocono Point RV & Campground, and shall keep the premises in a good state of preservation and cleanliness.
11. Alcoholic beverage misuse is prohibited. Misuse and/or manufacture of alcoholic beverages shall constitute a breach.
12. Open campfires will be permitted only at designated campsite grills or fire rings and shall be under constant surveillance by the guest. Burning of leaves is prohibited in the campground. Compliance with the provision of the State Fire Marshall or the Department of Natural Resources concerning campfires in Pocono Point RV & Campground will also be required in the campground.

13. Repairs and alterations to the campsite/lot and/or on-site repairs to trailers shall be made only with approval of Pocono Point RV & Campground. Permission must be obtained by the campground before third-party service providers begin any construction/alteration/repair to site.
14. No one shall use any recreational facility or equipment supplied by Pocono Point RV & Campground for any other purpose than its original intended use. Any unsafe use of any recreational equipment is prohibited. In order to drive any vehicle on campground property, one must hold a valid driver's license and put a current copy of a certificate of insurance for any vehicle other than their state registered car or truck in their file at the office. The campground's liability policy requires these minimum steps to be taken. If there is not a certificate on file, guests are not allowed to use your golf carts or any other off-road type of vehicle. We may restrict guests from using these vehicles at any time and for any duration for irresponsible behavior.
15. Any willful damage by the guest or the guest's guests to property owned by the campground shall be paid for by the guest. Any property owned by the guest may be held by the campground until repair costs are fully paid.
16. No travel trailer or camper trailer in excess of twenty (20) years shall be permitted in the campground without prior written permission from Pocono Point RV & Campground. No converted or non-manufactured camper of any size shall be permitted in the campground without the prior written consent of Pocono Point RV & Campground.
17. No guest is permitted to use the site/lot for any purpose other than outdoor camping activities and recreation, and guests shall not allow the premises to be used by anyone other than guests for any other purpose.
18. Guests shall not make any permanent alterations or additions to the site/lot or cut any live or standing dead trees without permission of Pocono Point RV & Campground and their approval of designated third-service providers. guests may be charged for this service. Nails, lags or screws are prohibited in any trees whatsoever.
19. Service Charges. guest will be responsible to Pocono Point RV & Campground for service charges.
  1. (a) Service Termination Charge – This charge defrays a portion of costs associated with the physical labor required to terminate water and sewer services to a site/lot owner. The current charge is \$ 75 an hour plus the cost of supplies.
  2. (b) Reconnection Fee – Fee is assessed when services are turned back on after a termination. The Fee is \$200 plus the cost of supplies.
20. No Responsibility for Third Party Service Providers. In regard to Third Party Service Providers who may become involved in providing, goods,

services or other assistance to you or for your benefit (with Pocono Point RV & Campground permission), you understand and agree that:

(a) Pocono Point RV & Campground is not, and will not be, responsible or liable to you, the Third Party Service Provider or anyone else for any duties, obligations or liabilities arising under any Third Party Agreement.

(b) Pocono Point RV & Campground is not, and will not be, liable to you or anyone else for any damages or losses to you or to anyone else that: (i) are caused by a Third Party Service Provider, (ii) result from goods, services or other assistance furnished by a Third Party Service Provider, or its agents and employees, or (iii) otherwise arise out of a Third Party Agreement.

(c) You will indemnify Pocono Point RV & Campground, and its agents, managers, and employees, and will hold them harmless, from all costs, expenses, damages, losses, claims, suits and liabilities that arise out of any Third Party Agreement.

- U. Limitation of Liability. Pocono Point RV & Campground total liability to you for all damages, losses and claims arising out of this Agreement shall not exceed the Seasonal Combined Fee, regardless of the causes or circumstances giving rise to such damages, losses or claims. Furthermore, neither Pocono Point RV & Campground nor its agents and employees shall be liable to you or anyone else for any losses, damages, or claims of any kind resulting from: (a) any delay or failure to deliver services which are beyond our reasonable control, (b) any delay in the transition, or (c) any consequential, contingent, incidental or special losses or damages, regardless of how such losses or damages may be characterized.
- V. Guests and their IMMEDIATE families have the right to use with other guests the roads, ways, facilities, and common areas of the subdivisions. Specifically, the guests and members of their IMMEDIATE families (family members who can be claimed as deductions on guest's federal and state tax returns) shall have the use of any swimming pool or tennis court at no extra per person fee since this is covered by fees paid. Any person NOT an immediate family member must pay the additional fee. No guest may sublet their site/lot at any time for any reason.
- W. Guests must adhere to all standard rules and regulations of Pocono Point RV & Campground.
- X. Default. In the event of a material breach of the terms of these rules and regulations or any agreement between the guest and Pocono Point RV & Campground the Campground will have the right to recover from site/lot owner all damages and losses resulting from such default, and all costs and expenses incurred by the Campground in enforcement, including all of Pocono Point RV & Campground attorney fees. Upon breach of the terms of these rules and regulations or any agreement between the guest and Pocono Point RV & Campground, Pocono Point RV & Campground shall have the right to enter onto guests campground lot in order to shut off water and sewer services. In addition, guest will not be permitted to access any campground roads maintained by Pocono Point RV & Campground, because guest will no longer be a rightful guest.
- Y. Claims. With the exception of collection matters, guest and Pocono Point RV & Campground agree that upon the request of either party, any dispute or controversy between the parties that in any way arises out of or relates to these rules and regulations or any agreement between guest and Pocono Point RV &

Campground, or Pocono Point RV & Campground provision of goods or services to guest, will be decided by binding arbitration in accordance with the Commercial Arbitration Rules of the American Arbitration Association. Neither guest nor Pocono Point RV & Campground shall be entitled to arbitrate joint or consolidated claims by or against other site/lot owners, or arbitrate any claim as a representative or member of a class or in or as part of a private attorney general capacity. Judgment upon any arbitration award shall be final and binding on Site/lot owner and Pocono Point RV & Campground and may be entered in any court having jurisdiction. If a court of competent jurisdiction, or an arbitrator with authority to adjudicate the matter, should declare all or any part of this arbitration provision invalid or unenforceable, then the remainder of this arbitration provision shall be valid and enforceable to the fullest extent permitted by law. In the absence of this arbitration provision, you may have otherwise had an opportunity to litigate claims in court and/or to have claims decided by a jury.

- Z. Collection Costs. If you do not pay Pocono Point RV & Campground for services provided to your campground site/lot, you agree to pay all of Pocono Point RV & Campground collection costs, including reasonable attorney's fees, plus related collection expenses and all costs of court.
- AA. For all balances that are due and payable to Pocono Point RV & Campground beyond the named due date, interest shall be calculated monthly at 2% on the first day of each month that the balance remains unpaid, reducing the amount by any partial payments made on the principal, interest accruing until balance is paid in full.
- BB. Guest agrees to release and indemnify Pocono Point RV & Campground its owners, agents, managers, servants and employees from any liability regarding anyone staying at my camping site relating to COVID-19 and any other viruses or illnesses that they may get as a result of staying at the campground.