

BIG CACAPON BUBBLING SPRING CAMP L.L.C.

P.O BOX 238, Capon Bridge, WV 26711

CAMPING SEASON: May 1 to September 30

Exhibit A: Addendum to Lease/Base and Additional Fees

Effective: January 01, 2022

Additional RV or Camper per Campsite: <b>(Maximum of 1)</b>	\$350.00
Late Fee:	\$50.00
Additional fee for "Payment Plan": (Payment is due Jan 1 <sup>st</sup> ; April 1 <sup>st</sup> ; July 1 <sup>st</sup> ; Oct 1 <sup>st</sup> )	\$100.00
Late fee for "Payment Plan": (applied to each late installment)	\$50.00

RV/Camper Lot Rental Rates:		
Per camping season	RV/Camper lot includes SEWER and up to \$200 of electric: (approximately 100 ft x 25 ft)	\$1,300.00
Per camping season	RV/Camper lot includes up to \$200 of electric: (approximately 100 ft x 25 ft)	\$1,235.00
Weekly	RV/Camper week rate: Friday 5 PM until Friday 3 PM:	\$250.00
Weekend	Weekend rate: Friday 5 PM until Sunday 3 PM:	\$100.00
Weekend-Holiday	Holiday weekend Rental Rate:	\$225.00
Other	Weekly Cabin Rental Rate: Friday 5 PM until Friday 3 PM:	\$350.00

Transfer of rental lots and/or Personal Property:	
Lease Application	\$95.00
Right of First Refusal and Transfer of Lease	\$200.00

Additional charges or fees that may be applied due to inaction of Lessee or for services performed by Lessor may include:

Additional fees:	
Camp Violation or Camp Rules Violation: (per day)	\$55.00

ATV Permit: 1 yr. sticker with proof of insurance: (display sticker on side of ATV or license area)	\$25.00
RV/Camper Permit: 1 yr. sticker / mirror hanger: (display towards the road at all times):	\$25.00
Replacement Permit: (hanger or bumper sticker)	\$15.00
Firewood: (Pick-up load of wood with Lessor permission)	\$60.00
Mowing per hour rate:	\$75.00
Tree, brush, or bee removal assistance from Lessor: (Plus any additional expense charged by Private Company for removal of items)	\$50.00
Unlicensed vehicle: (each and per occurrence)	\$100.00
Unleashed pets / dogs found off leash: (per occurrence)	\$25.00
Removal cost of abandoned cabin damaged by flood, fire, other disaster, or failure to have a current lease: (if cost exceeds fee extra charges will apply)	\$5,000.00
Removal cost of abandoned vehicle damaged by flood, fire, or other disaster: (per vehicle charge)	\$400.00
Additional charges for water line damages:	
Water leak or broken valve: (Additional costs may be applied based upon labor, materials, backhoe charges, and excess water loss charges)	\$500.00
Excess water loss charges: >500 Gallons	\$1/gallon

Big Cacapon Bubbling Springs Camps reserves the right to add additional fees or rules to this addendum. Notice of additional fees shall be given to the Lessee, in writing, no less than 30 days prior to the effective date of the addition.

Lessee(s) Signature(s): \_\_\_\_\_

Date: \_\_\_\_\_

BIG CACAPON BUBBLING SPRING CAMP L.L.C.  
P.O BOX 238, Capon Bridge, WV 26711  
CAMPING SEASON: May 1 to September 30  
Exhibit B: Rules and Regulations Addendum to your Lease  
Effective: January 01, 2022

1. Camping season is MAY 1<sup>st</sup> until SEPTEMBER 30<sup>th</sup>. Your lease is for this period of time only. Any Lessee(s) remaining on the campground between October 1 and April 30 will be considered a trespasser and will be reported to local law enforcement authorities as such for removal.
2. **Please sign and return the Lease, and Exhibits A, B, and C via the Lessor's web portal.** Late fees may apply. Our Lease must be **signed and returned by May 1<sup>st</sup>** or the lease will be null and void. Please update any changes in personal addresses or names to the Lease that is being returned to Lessor.
3. Trailer Lots: Our campground is a FEMA designated flood plain area. **All mobile camping units must be removed from the campsite between October 1 and May 1, and when the National Weather Service issues a FLOOD WARNING for our area at any time.**
4. All cabins must be kept in good repair.
5. No trees located on Lessee's lot/lots may be used as posts. No items may be permanently or temporarily affixed (using nails or any metal object) to any tree located upon the Lessee's lot(s). The Lessee shall be responsible for the removal of all dead trees, limbs, or brush found on lots. In the event Lessee does not use a bonded and insured tree removal service to remove dead trees or limbs, or if Lessee removes such trees or limbs, Lessee shall be responsible for any and all damage resulting from such removal.
6. All grass shall be mowed to less than **six inches** on all Campsites. If you want your Campsite mowed by the Lessor, please see **Exhibit A for costs**. The Lessee shall keep all shrubs or other growing plants to a height of 4 feet or less. Lessee shall keep lots clean of all vines, poison ivy, invasive species, and thorny shrubs. Lessee is responsible for keeping lots free of all bees, hornets, wasps and other related stinging insects.
7. All trash cans must be kept in an enclosed area because bears have been seen on the property. When leaving your campsite, you must always take your trash with you.
8. Septic waste systems must be maintained as required by the Hampshire County Health Department. Tanks must therefore be pumped annually to prevent contamination or spillage and for public safety. Tanks must be pumped by a certified septic company. Documentation confirming the size of your septic tank, evidence of the issuance of a public health septic permit (if applicable), and evidence of annual tank pumping (in the form of a paid receipt) shall be submitted to Lessor at the time of signing of this Lease. This documentation may be submitted via the portal on Lessor's website.
9. **ABSOLUTELY NO HUNTING OR DISCHARGING OF FIREARMS IN THE CAMPGROUND.** The lessee is responsible for the lessee's guests. In the event of a violation of this Rule by a lessee or a lessee's guest, the lessee's lease shall be automatically terminated, the lessee and the lessee's personal property shall be removed from the campground, and the lessee's lease will not be renewed in the future.

10. Quiet time for campground. Quiet time for all individuals on the campground is from 11:00 PM until 8:00 AM. No loud noises or other disturbances of other campers during this time is allowed.
11. Speed limit while driving. The speed limit on all roads or drives of the campground is 10 MPH. Drivers must be alert for children and adults riding bikes, walking pets, or other activities near roadways. In the event of a violation of this Rule by a lessee or a lessee's guest, a verbal warning will be given by Lessor and documented by Lessor. In the event of a second violation by a lessee or lessee's guest during the same lease term, the lessee's lease shall be automatically terminated, the lessee and the lessee's personal property shall be removed from the campground, and the lessee's lease will not be renewed in the future.
12. Keep children under close supervision. Each person riding in a boat, canoe, or other watercraft must wear a life jacket. Flash floods can occur within minutes. Each person riding a bike, electric toy car, ATV, four-wheeler, moped, motorcycle, or any other open vehicle shall wear a helmet.
13. No illicit drugs or non-prescription mind-altering substances shall be used in the campground. No misconduct, threats, or other illegal activities are permitted on the campground. While alcohol consumption is permitted on Lessee's lot(s), alcohol shall not be consumed on common area ground and no intoxicated person shall be upon the common ground area. In the event of a violation of this Rule by a lessee or a lessee's guest, the lessee's lease may be automatically terminated, the lessee and the lessee's personal property shall be removed from the campground, and the lessee's lease will not be renewed in the future.
14. Campfires. ONLY wood may be burned on the Campsite provided that an attendant is always present until campfire is put out completely. Burning of trash, plastic of any kind, glass bottles, Styrofoam, cans, shingles, paint, electrical equipment, or any other construction material is prohibited. All items listed above must be disposed of properly.
15. Fireworks permitted by WV Law can be used in open areas only. Lessee must properly dispose of all wires, debris, or left-over launch pads.
16. Pets. Pets must be kept in cabin, mobile unit, or other dwelling. When a pet is outside of the dwelling, the pet shall be on a leash. Pets found off leash may be charged the additional fee set forth in **Exhibit A**. No pet shall be tied or tethered outside of the dwelling. The following dogs are not permitted on campgrounds: Pit Bulls, Rottweilers, Great Danes, guard dogs, or any other inherently dangerous dog. All pets are required to be current on rabies and distemper vaccines. A copy of the pet's current veterinary records must be provided to Lessor via Lessor's web portal prior to the pet coming upon the campground. All pet droppings must be picked up and properly disposed of.
17. Water system. See **Exhibit C.2** for more information.
18. The campground is located in a FEMA-designated FLOODPLAIN. Lessee must leave the campsite clear of debris and trash. Outdoor items should be secured to posts, cabin, or mobile units. Flood ready your cabin by elevated storage.
19. Notification of Lessee. Lessee is responsible for communicating with Lessor as to any changes in address, email address, and/or phone numbers, or out of country contact at all times. This information may be used in case of emergency contact.

20. Use of Cacapon River IS AT YOUR OWN RISK. Should you choose to swim or otherwise enter the river, please note that (a) there are no lifeguards provided; (b) the river contains debris which would suggest that shoes be worn not only on land but in the water; and (c) the land located across the river from the campground is not owned by Lessor and you will be considered a trespasser should you go upon that land.

21. Lease Violation. Lessee will be charged those fees as set forth in **Exhibit A** in the event of a violation of the lease, including any of its exhibits.

ATTENTION: Lessor reserves the right to amend existing rules and regulations and to add additional rules and regulations. Notice of any amendments or additions will be given in accordance with paragraph 13 of the Lease.

Lessee(s) signature(s): \_\_\_\_\_

Date: \_\_\_\_\_

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P.O BOX 238, Capon Bridge, WV 26711

CAMPING SEASON: May 1 to September 30

**EXHIBIT C: TEN SAFETY CHECKS FOR YOUR WATER WHEN LEAVING CAMPSITE  
(For Lessee, Invitees, and Other Occupants)**

1. Turn off Hot Water Tank.
2. Between May and September may leave water valve on.
3. Turn off water valve from October 1 to April 30: ¼ turn to right (clockwise) with water key. Start slowly to right until valve begins to turn, someone may have turned it off before you. Try to turn it slightly left to loosen mud or dirt then turn VALVE SLOWLY to right or off. Water will start draining out of cut off valve.
4. BEGIN DRAINING water lines TWENTY MINUTES before leaving campsite and leave spigots on to help drain campsite water lines. When there is no water flowing from spigot, check valve cover pipe to see if water has stopped draining also. If the pipe continues to fill up, the valve may have to be turned slightly tighter. If stand up pipe overflows, it means the water valve is leaking and needs to be replaced.
5. Outdoor spigots should be turned off at all times except when filling tanks or using water. The water lines can freeze also if a garden hose is connected to the spigot, so please remove them. If spigot leaks, tighten screw on top of spigot or have it repaired.
6. Between October 1 and April 30, after your hot water tank is turned off, drain the tank by connecting a garden hose to bottom drain of tank
7. If you have a toilet, turn water off close to floor on supply line and then flush toilet. Some water will remain in bowl.
8. Check manufacturer's instructions on the use of antifreeze for toilet bowl or drains.
9. If you notice a leak in your campsite or outside, turn off your water valve. PLEASE IMMEDIATELY NOTIFY Brian L Cather (540) 539-8075 or B.C. Baker (240) 409-1427 SO WATER CAN BE CONTROLLED TO PREVENT LEAK.
10. IF YOUR CAMPSITE OR THE CAMPGROUND HAS FLOODED, BOIL ALL WATER USED FOR TWO WEEKS, BEFORE USING FROM SPIGOT OR TAP. THIS BOIL WATER REQUIREMENT APPLIES TO ALL WATER USED FOR COOKING, DRINKING, BATHING, WASHING HANDS, BRUSHING TEETH, USED FOR CLEANING OF COOKING PANS, DISHES, FLATWARE, and ANYTHING YOU SLEEP ON OR IN.
11. Lessor reserves the right to add additional instructions or amend these instructions, notice of which will be given by posting the addition or amendment no less than 30 days prior to the effective date of the addition or amendment.

Lessee(s) Signature(s): \_\_\_\_\_

Date: \_\_\_\_\_

Lessor and its agents are not responsible for any loss or damage to any property of a tenant or his/her guest's property due to fire, theft, accident or any other causes