

## Petoskey KOA 2019 Seasonal Guest Agreement

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

Site Number: \_\_\_\_\_

### Season Dates: May 3, 2019 to October 19, 2019

*Unit may be on site January 1 through December 31, but may only be occupied during season dates listed above.*

Check one:

New Seasonal Guest

Renewal of Current Seasonal Guest

Admission to the Resort is subject to various terms and conditions. The rules are contained in this document and the attached rules and regulations and must be adhered to by all guests.

Further:

- A seasonal reservation (stay) is not considered confirmed unless all required deposits and payments have been made in accordance with the payment policy and a signed seasonal site agreement is on file. Existing Seasonal guests have an exclusive window to renew the site they currently occupy until the end of the current season. If the required deposit and signed seasonal agreement are not on file with the office, the park reserves the right to offer that site to other guests.
- Guests must accept the agreement as it is written; handwritten or crossed out items are not binding on the resort.
- Visitor agrees not to use photographs/recording (or reproduction thereof) taken during the visit for commercial purpose.
- This resort is not a manufactured housing community; Therefore, consumers may not be protected under any state and /or local laws in connection with manufactured housing communities.

#### **I. APPLICANT(S)**

	Applicant One-Name (first and last)	Applicant Two-Name (first and last)
Home Address		
Primary Phone		
Other Phone		
Email		

#### **II. REGISTERED PERSONS**

List names, ages, and relationships of all registered persons to the Applicant (limited to two adults and four dependent children up to age 18). Additional campers are an additional \$ \_\_\_\_\_ **per person.**

Name: Last, First	Age	Birthday	Relationship
1.			
2.			
3.			
4.			
5.			
6.			

**III. VEHICLES / GOLF CART REGISTRATION**

Vehicle	VIN	Make	Model	Year	State/Plate	Color
RV						
Automobile (s)						

Golf Cart	Make	Model	Color	Insurance Carrier	Policy No.

\* See Golf Cart section of Rules and Regulations.

**IV. PETS**

Do you have a pet?       Yes     No      Current vaccination records are required on check-in.

Breed: \_\_\_\_\_ Weight: \_\_\_\_\_      Breed: \_\_\_\_\_ Weight: \_\_\_\_\_

**V. EMERGENCY CONTACTS**

Provide the contact information for someone who can be reached on your behalf in the event of an emergency. The emergency contact should not be any of the other registered persons. You may elect not to provide this information, but it is highly recommended you do so.

Name	<u>Doctor</u>	<u>Primary Emergency Contact</u>	<u>Secondary Emergency Contact</u>
Address			
Primary Phone			
Other Phone			
Email			
Relationship			

**VI: USE OF STORAGE**

As a reminder all storage participants are entitled to move their own RVs to and from the dedicated storage area, if one is available.

- Applicant acknowledges that the storage facility is not patrolled or guarded, and that no bailment is intended or created hereby.
- Applicant agrees to conform to all of the Resort Rules and Regulations with respect to ownership, maintenance, use of storage of the RV referred to herein, and specifically acknowledges that nothing contained herein alters, amends, limits, or waives any of the Rules and Regulations.
- Applicant agrees that the Resort reserves the right to move any units that are in storage if it is deemed necessary and it may be done without notice to the applicant.

If storage is included in the seasonal rate, guests who cancel their seasonal site at a later date will be billed the full winter storage rate if their camper remains on site after the end of the camping season.

Please refer to the Annual Rate Sheet for Storage Rates.

If your RV or golf cart or other personal property are not removed from the storage area (including your site) by the end of the contract period, daily storage fees will be applied and must be paid prior to the removal of your RV or golf cart or other personal property.

**VII (a): SEASONAL SITE CHARGES (Completed by Resort Office)** (All Rate Categories may not be applicable.)

2019 Seasonal Rate:	\$ 4,825
Prepaid Electric Fee:	\$
Golf Cart Registration Fee:	\$
Cable Television Fee:	\$
Wi-Fi Fee:	\$
Storage Fee:	\$
Monthly Payment Processing Fees: (____ Payments X \$9)	\$
Extra Person Fee(s):	\$
Other Fee(s) (Total):	\$
Credit(s):	\$
Subtotal	\$
Tax (____) %	\$
<b>Total</b>	<b>\$</b>

**Amount Due: \$ \_\_\_\_\_**

**Payment Due Dates:** One (1) \$500 non-refundable deposit payment due by October 31, 2018 and remaining balance due by April 1, 2019.

\*\*If applicable, the prepaid electric is on account. If your site is individually metered, the meter will be read on the 15<sup>th</sup> of every month and guests are billed with payment expected by the 1st of the following month. The last month we will not bill but deduct the electric cost and any outstanding utility costs from the prepaid electric. Any balance will be applied to the next season and guests will be billed for the difference of the original amount in the new season.

Agreement Start Date: \_\_\_\_\_ (Later of January 1, 2019 or Agreement Move-In Date)

Agreement End Date: December 31, 2019

**VII (c): SEASONAL RENEWAL OF SITE**

At the end of each season, the Guest of the site will be notified of their seasonal site rate for the following season. In order to reserve your site for the following season the required deposit payment(s) must be received by the dates listed in the renewal notice. The guest agrees that the rules contained in this document and the attached rules and regulations, must be adhered to by all guests for all subsequent seasons following the completion of this Seasonal Guest Agreement.

**VIII. PHOTO CONSENT AND RELEASE**

Each guest grants Sun and/or its promotional partners the right to include photographic, video and other visual portrayals of Guest and his/her minor children in any medium and for any purpose and agrees that such portrayals shall be Sun's sole property.

I agree to this photo consent and release \_\_\_Yes \_\_\_ No.

I understand I am not entitled to a refund of site fees for voluntary departure, eviction, acts of God or removal by law enforcement or court order. I understand I will not be able to check into the Resort unless all charges to my site have been paid in full. I understand that if I choose to pay monthly that I will be responsible for any unpaid balance on my account if I choose to leave early and I hereby authorize the Resort to charge the credit/debit card on file for any balance due.

I hereby acknowledge my receipt, understanding, and agreement to abide by the Resort Rules and Regulations. I am responsible for members of my party and all of my guests. I understand that I may not use the Resort as my permanent residence and understand that I must file, and keep current, my permanent physical address at the front office.

I also acknowledge receipt of Sun RV Resorts' 'Privacy Policy' Disclosure Statement.

**I hereby agree to abide by this agreement and the rules and regulations.**

Agreed to and Accepted by:

Print Name: \_\_\_\_\_ Date: \_\_\_\_\_

Signature: \_\_\_\_\_

Print Name: \_\_\_\_\_ Date: \_\_\_\_\_

Signature: \_\_\_\_\_

**X. RELEASE, ASSUMPTION OF RISK AND INDEMNIFICATION AGREEMENT**

In consideration of me and my family or guests being permitted to use the facilities and participate in any and all events or activities offered by Petoskey KOA (PKO) (collectively the "Activity") and with the understanding that my and my family's or guest's participation in the Activity is only on the condition that I enter into this agreement for myself, my heirs and assigns, I hereby assume the inherent and extraordinary risks involved in the Activity in which I may participate. I expressly assume the risk of and accept full responsibility for any and all injuries (including death), sickness, disease, property damage and accidents, even if they may have been caused in whole or in part by any negligent act or omission by PKO, Sun Communities, Inc. and its subsidiary or affiliated entities or their employees (collectively Sun) which may occur as a result of my, my family's or guest's participation in the Activity and release Sun from liability. I hereby waive any and all claims I may hereafter have against Sun as a result of any of the foregoing. I hereby agree to indemnify Sun for any and all claims, including attorney's fees and costs, which may be brought by anyone as a result of an injury occurring during the Activity, even if it is caused in whole or in part by Sun's negligence. I understand that the Activity may be inherently dangerous and that physical injury, property damage or death may result.

I certify that I have read and fully understand this release.

**THIS IS A RELEASE AND INDEMNITY. READ CAREFULLY BEFORE SIGNING.**

Print Name(s): \_\_\_\_\_

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

Site #: \_\_\_\_\_ Dated: \_\_\_\_\_

**Sun Communities, Inc.**

27777 Franklin Road, Suite 200 • Southfield, MI 48034

Phone: (248) 208-2500

## PRIVACY STATEMENT

### **WE TAKE GREAT CARE TO SAFEGUARD YOUR CUSTOMER INFORMATION AND TO ENSURE ITS ACCURACY.**

We limit employee access to nonpublic personal information to those who need to know this information in order to serve customer relationships. Employees are educated about the importance of privacy in accordance with our Standards of Conduct Policy.

We maintain physical, electronic and procedural safeguards that comply with all applicable regulatory standards to guard your nonpublic personal information.

We strive to maintain complete, current and accurate information about you and your accounts. If you request a correction to our records, we will respond in a timely manner.

### **WE COLLECT CUSTOMER INFORMATION SO WE ARE ABLE TO OFFER YOU PRODUCTS AND ENHANCE THE SERVICE WE PROVIDE TO YOU.**

We collect and maintain nonpublic personal information in order to:

- Service your accounts and process your requests efficiently and accurately.
- Identify you and protect your accounts from unauthorized access or identity theft.
- Inform you of financial services, such as insurance products, and choices that can meet your needs now and in the future.

This information may be collected from a variety of sources, including:

- Information we receive from you on applications or other loan or account forms, such as your name, address, and financial information.
- Information we receive through your transactions or experiences with affiliates within the Sun family of companies, such as your account, balance and payment history.
- Information we receive from outside companies, such as a credit reporting agency, which reports your credit score and credit history.

### **WE MAY SHARE INFORMATION WITH NONAFFILIATED THIRD PARTIES WHO ARE ACTING ON OUR BEHALF.**

We may disclose all the information we collect, as described above. Information is shared with nonaffiliated third parties only when those parties are acting on our behalf, or as required or permitted by law. These third parties may include:

- Service providers who provide support services to help us administer your financial relationship. They may include data processing companies, companies that prepare account statements, or companies that help us market products to you. **These companies are legally obligated to maintain the confidentiality of the information we provide to them**, and are restricted from using this information for any reason beyond the performance of specified services on our behalf.
- Companies who work with us under joint marketing agreements to provide you with financial services that we do not offer ourselves but we believe may be of interest to you. In such cases, we may share information we collect, as described above, but only as necessary to offer these services to you. **These companies are legally obligated to maintain the confidentiality of the information we provide to them**, and are restricted from using this information for any reason other than what is specified in the agreement.
- Other parties as permitted or required by applicable law. These may include, for example, government agencies in response to subpoenas and other legal processes, consumer reporting agencies, or those with whom you have authorized us to share information.

### **WITHIN THE SUN FAMILY OF COMPANIES, INFORMATION MAY BE SHARED IN ORDER TO SERVICE YOUR RELATIONSHIP AND MEET YOUR FINANCIAL GOALS.**

The Sun family of companies works together to help you achieve your financial goals. We may share information among our affiliated companies to offer you additional financial services that may be of interest or value to you. As listed in this statement, the Sun family of companies encompasses a number of different companies that provide a wide range of quality financial services, including land leases, home sales, storage rentals, mortgage services, and insurance. In order to evaluate your needs and to introduce you to additional financial services, we are permitted to share among these companies information about your transactions, account history or other experiences with us.

In addition, we may also share within our family of companies non-experience information. Information received from applications or outside sources such as credit reporting agencies is considered non-experience information. Under the Fair Credit Reporting Act, you may advise us that you do not want us to share this non-experience information within the Sun family of companies, by completing and mailing the attached Opt-Out Request Form.

Please allow a reasonable period of time (up to 90 days) for us to process your request. Whether or not you choose to opt out, we may share identifying information and information about your transactions and experiences within the Sun family of companies. Even if you choose to opt out, you will continue to receive statements and other account information, as well as special offers that could be of value to you from other affiliates in the Sun family of companies.

**SUN'S MISSION STATEMENT**

Sun Communities, Inc. is committed to being the premier provider of quality community lifestyles by offering individualized housing and residential services.

**SUN'S VISION STATEMENT**

We are an inspired, engaged, and collaborative team committed to providing extraordinary service to our residents, customers, and each other.

**A MESSAGE TO OUR CUSTOMERS:**

At Sun, we have a long tradition of integrity and service. These are a part of our Company's core values, and are reflected in the way we serve our customers each day. This privacy statement reflects the policy for all of the entities that make up the Sun family of companies. It describes how "nonpublic personal information," which includes customer and financial information, may be collected and shared, as well as the steps we take to protect this information from unauthorized access. This policy applies both to current and former residents and customers, and is designed to comply with the privacy provisions in Title I of Gramm-Leach-Bliley Act, as well as applicable federal privacy regulations.

---

**Fair Credit Reporting Act  
Opt-Out Request Form**

Please exclude me from non-experience information sharing within the Sun family of companies as described above.

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

Name(s): \_\_\_\_\_

Community: \_\_\_\_\_

Address: \_\_\_\_\_

Site #: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip Code: \_\_\_\_\_

**By signing below, I (we) confirm that I (we) wish to opt-out of all non-experience information sharing as described in Sun's Privacy Statement.**

**X** \_\_\_\_\_

**X** \_\_\_\_\_

*Please complete all information on this form, cut it out and mail it back to us at the following address:*

**Sun Communities, Inc. / Sun Home Services, Inc. – Opt-Out Program**

27777 Franklin Road, Suite 200 • Southfield, MI 48034

www.suncommunities.com