

Newcomb Café and Campground, LLC.
5575 NYS Route 28N
Newcomb, NY 12852
(518)582-8999
info@newcombcfeandcampground.com

SEASONAL SITE LICENSE APPLICATION AND AGREEMENT

This Seasonal Site License Agreement is made this _____ day of _____ between
Newcomb Café and Campground, LLC. And Seasonal Patron:

Name: _____
Address: _____
City: _____ State: _____ Zip: _____
Phone: _____ Email: _____
Emergency Contact and Phone: _____

- 1) The term of this license shall be May 14, 2021 through October 17, 2021 and is not binding until both parties sign. This license is defined as follows:
Camping from May 14, 2021 through October 17, 2021 subject to change based on inclement weather preventing safe usage of water and utilities.
After October 18, 2021 all RV campers and personal belongings must be removed from the property. Anything left on the property after November 1, 2021 will be deemed abandoned and become property of Newcomb Café and Campground, LLC. unless approved by management.
- 2) The Seasonal Patron agrees to pay Newcomb Café and Campground, LLC. A base fee of \$1,500 + tax per site per term or \$1,700+ tax if not paid in full by March 31, 2021. Seasonal Site License Agreement must be renewed yearly and Newcomb Café and Campground, LLC. reserves the right to not renew any agreement.
- 3) The Seasonal Patron agrees to pay as follows:
\$500+ tax NON REFUNDABLE DEPOSIT BY NOVEMBER 30, 2020. Balance of \$1,000 + tax per term per site is due by March 31, 2021. If not paid in full by March 31, 2021 a \$200 late fee will be added and full balance of \$1,200+ tax must be paid in full prior to RV being brought to the property.
* If paying by credit card a 3% transaction fee will apply. No transaction fee for cash or check. The seasonal rate is only for Seasonal Patrons specified in this license and includes two adults and up to three children under the age of 18. Additional persons will be charged at \$100 + tax per term per adult or \$50 + tax per term per child under 18. Unauthorized use of the site may be subject to additional fees and/or may result in immediate termination of this License Agreement with NO REFUND. No one under 21 is allowed to stay at the site without parental supervision. Guests must be accompanied by the Seasonal Patron at all times and guests are not authorized to use the site unless the Seasonal Patron is present. No subletting or renting of the RV unit to anyone not listed below. The RV Unit is for camping purposes only and not to be used as a full time residence.
- 4) The Seasonal Patron agrees to use the site for camping purposes only and understands that the site cannot be used by anyone not listed on this license agreement without prior permission and authorization of management.

- 5) Seasonal Patrons and/or visitors are prohibited from entering the premise during off season (October 31 through May 14th) without a pre-arranged appointment and escort by the owners/management as the entrance will be gated and locked.
- 6) Newcomb Café and Campground, LLC. will keep the site mowed and trimmed. The Seasonal Patron will be responsible for the upkeep and repair of the RV unit. The RV unit must not be any older than 15 years old UNLESS approved by management and must be in good repair. Only one RV unit per site allowed. RV unit MUST have current registration, license plates and be road worthy. Only outdoor lawn furniture will be allowed outside, no living room couches, recliners, refrigerators, portable pools, hot tubs or political signs of any sort will not be authorized anywhere in the park including seasonal sites. Newcomb Café and Campground will provide a permanent fire pit and picnic table. (Please do not move or remove from the site) No garbage or misc. items are to be left outside. If management needs to remove debris, garbage or unauthorized items from a site there will be a \$25 disposal fee.
- 7) ALL VISITORS OF SEASONAL PATRON MUST SIGN IN AT THE GENERAL STORE CHECK IN COUNTER. There is no fee for day visitors of less than 4 people. Seasonal Patron is fully responsible to make sure your guests are registered. All day visitors must leave property no later than 10pm. Over night guests will be charged a fee of \$10 per person and is limited to 4 overnight guests per site.
- 8) Loud music, unruly behavior and large parties will not be tolerated as we are a quiet, family oriented campground. QUIET TIME IS FROM 10PM UNTIL 8AM. Generators must not be run during quiet time.
- 9) One car maximum per site in park. Overflow parking on Hall Road. Please do not park vehicles in other sites even if they are vacant. The use of ATVs, UTVs, dirt bikes, quads or motorized vehicles of any kind other than personal vehicles and golf carts are strictly prohibited on park property. Golf carts in good condition are allowed and must be registered with management along with proof of insurance. Due to insurance regulations all golf carts must have liability insurance naming Newcomb Café and Campground, LLC. as additional insured. A copy of current insurance declaration certificate must be provided to management. Golf cart drivers MUST be licensed drivers. Campground speed limit is 5 mph, please watch for children.
- 10) WIFI: We are a digital detox park. We do not have WIFI in the park area and cell service may be limited. Free WIFI is in the café during regular business hours. Please use the designated internet area in the cafe for checking email, using WIFI calling, etc. You are welcome to give out our main number 518-582-8999 as an emergency contact number. We do not allow outgoing calls on this line.
- 11) Pets must be registered prior to bringing them on park property. Pets must be leashed at ALL times while they are outside of your unit. They must be cleaned up after and not left unattended outside. No pets are permitted in the bathhouse, shower house, café or general store. Pets are not authorized to swim in the pond. Nuisance, aggressive, or barking dogs will not be tolerated as to respect the safety and peaceful environment for other guests. PROOF OF CURRENT RABIES CERTIFICATION MUST BE FILED WITH MANAGEMENT PRIOR TO PET BEING ALLOWED ON PROPERTY. NO EXCEPTIONS. Limit of 2 dogs per site. Please note: additional dogs must be approved by owner/management.
- 12) Electric and Water. There is no additional fee for water however washing of RVs and vehicles is not permitted. Electric meters are monitored on a monthly basis and usage will be billed the 15th of the month and payment is due by the end of the month. A 10% Late Fee will be applied on day 1 of the following month. Invoices are available for pick up in the general store check in counter and will be emailed to the address on file. Unpaid invoices may result in termination of services.

- 13) Black and Grey Water. There is a dump station near the shower house that can be used to empty portable black and grey water tanks. Newcomb Café and Campground will also provide a “honey wagon” service for our seasonal guests. When you are finished using your site and require a pump out you can request the “honey wagon” service and we will empty your tanks on Monday and Thursday ONLY. The pump out service is included in your seasonal fee. Please note Newcomb Café and Campground is not responsible for weak, damaged or ruptured tanks. Dumping of black or grey water anywhere other than designated areas are ground for eviction.
- 14) RV must be portable and remain portable. Due to insurance regulations the unit must be removed from the property at the end of the season/license term. Storage options may be available at the storage units approximately 2 miles from the park.
- 15) Decking, Sheds, Gazebos or Structures. Seasonal Patron may build, at their cost, a stair or platform in front of RV doorways no larger than 8ft x 8ft however please keep in mind it must be removed from the property at the end of the season/license term. Temporary Screen rooms that attach to RV awnings are permitted. Seasonal Patron may also erect one small tent or one freestanding pop-up screen room not to exceed 12ft x 12ft but they must be removed from the property at the end of the license term. NO other structures are permitted on sites including roofs/walls over RV units, solid enclosures, skirting, tarps of any kind used as awnings, clothes lines, screen rooms built from wood and storage sheds. If there is a question, please ask management prior to purchasing or erecting as we have the right to remove any structure based on condition, construction or size.
- 16) Garbage. A receptacle is provided by the park entrance for all BAGGED garbage disposal. Only BAGGED garbage that is generated at the campground is permitted. All garbage must be BAGGED. A separate can will be provided for recycled cans and bottles only.
- 17) Showers and Bath House. Please be respectful of your fellow guests. Please leave the facilities clean. Should the shower or bath house need attention, kindly notify management at the general store check in counter. DO NOT PUT ANYTHING OTHER THAN TOILET PAPER IN THE TOILET.
- 18) Please do not deface, trees, tables or other campground property. This is grounds for immediate termination of license agreement with absolutely no refund.
- 19) Fishing is allowed in the pond however swimming and boating is prohibited for both humans and pets.
- 20) Do not remove or cut trees, limbs or brush. Firewood brought in further than 50 miles from the park is not permitted due to the strict rules of the APA and insects from afar that can damage the forest. Firewood is available for sale at the general store check in and will be delivered to your site. Any firewood brought in from outside will be confiscated. Do not take cut wood from other sites occupied or not.
- 21) Firearms and fireworks are prohibited. License agreement will be immediately terminated with no refunds.
- 22) Children and Bicycles. All children under 14, under NYS LAW must wear a helmet at all times.
- 23) Personal mail and package delivery service is not permitted. P.O. Boxes are available at the post office located at 28 Bissell Loop, Newcomb NY.
- 24) Management reserves the right to remove trees and/or any objects on any campsite for safety or maintenance reasons and may temporarily disconnect utilities without notice.

- 25) This property being privately owned, the Seasonal Patron accepts camping privileges with the understanding that he/she does hereby release Newcomb Café and Campground, LLC., its owners and employees of all liability for loss or damages to property and injury to his/her person arising out of his/her use of its camping facilities and agrees to indemnify Newcomb Café and Campground, LLC. its officers and employees against claims resulting from the effects of COVID-19, loss or damage to property or injury to the person of any member of the family or guest of the Seasonal Patron, arising out of the use of the camping facilities. Newcomb Café and Campground, LLC. and its owners and employees are not responsible for any COVID-19 related illness, act of nature, damage, vandalism or theft of guest's RV or other personal possessions. Seasonal Patron agrees to carry his/her own liability/comprehensive insurance during the term of this agreement; Seasonal Patron will furnish proof of insurance to Newcomb Café and Campground. LLC. with the signed agreement.
- 26) Newcomb Café and Campground, LLC. reserves the right to vacate the park with minimum or no warning should a storm, fire, wind or any other act of nature become a concern for the safety of our patrons, guests and employees. We will open the café for all guests until it is safe to return.
- 27) The Seasonal Patron agrees to read and comply with all Newcomb Café and Campground, LLC. rules and regulations as provided to Seasonal and Transient Patrons, posted in office and available online and/or on the premises. All rules and regulations of Newcomb Café and Campground, LLC. are subject to change.
- 28) Newcomb Café and Campground, LLC. reserves the right to inspect all sites without prior notice.
- 29) Termination of License Agreement: This license agreement can be revoked without a refund by owner for violations of this agreement of Newcomb Café and Campground, LLC. rules at the discretion of the owner or management. Patrons may be asked to leave immediately and RV units must be removed from the park by appointment within 7 days of the verbal or written notice. Any time after 7 days there will be a \$50 per day charge for storage. Full payment will be made before the RV unit can leave the park.
- 30) Seasonal Patron must notify the owner or management in writing if replacing (new unit must be approved) or selling their RV unit. No "For Sale" signs are allowed on the unit in the park however you may post a flyer at the general store check in counter. If Patron decides to sell their unit within the term of the license, the site is not negotiable in the sale, nor property of the Seasonal Patron to sell with the camping unit. The site will be offered to the next person on the seasonal waiting list and the buyers of the RV unit would be required to apply for and be placed on the waiting list if they are interested in a site at Newcomb Café and Campground, LLC
- 31) Professional References:
- a. Name _____ Contact _____
- b. Name _____ Contact _____
- 32) RV Unit is to be in good repair with description of the unit as follows:
- Make/Model _____ Year _____
- Color _____ Serial Number _____
- Size _____ x _____ Class _____

Seasonal Patron Signature _____ Date _____

Printed Name _____

Newcomb Café and Campground, LLC. Signature _____

Printed Name _____ Date _____

Check List

- ____ Copy of Driver License
- ____ Proof of RV Insurance
- ____ Picture of RV Unit for consideration
- ____ Rabies Certificate for Pet
- ____ Electric Golf Cart Proof of Liability Insurance naming Newcomb Café and Campground, LLC.
- ____ Car Tag (1 per site)

Registered Seasonal Patrons

Name Adult _____ DOB _____

Name Adult _____ DOB _____

Name Child Under 18 _____ DOB _____

Name Child Under 18 _____ DOB _____

Name Child Under 18 _____ DOB _____

Pet _____ Breed _____ Color _____ Rabies Required _____

Pet _____ Breed _____ Color _____ Rabies Required _____

Payment Option: _____

Paid: _____ Date: _____ Check: _____ Cash: _____ Credit Card: _____

Paid: _____ Date: _____ Check: _____ Cash: _____ Credit Card: _____

Paid: _____ Date: _____ Check: _____ Cash: _____ Credit Card: _____

Notes: _____
