Black Bear RV Park & Motel 7528 US Hwy 50 Howard Co 81233 Pamela 719-207-5194

Month to Month Lease: Please go to our website and read all the policies, rules and regulations By signing this lease you agree to all terms & conditions set in both online and herein. You agree to the complete release of any liability against Black Bear RV Park & Motel and its Owners.

Date:				
Deposit:				
Monthly Rent;	_ Site #	Motel Room		
Vehicles & Plate # Includ	ling State			
Tenant name:			ID #	
State issued. Work				
Address:				
Others in party:				
Children				
Pets:				

RV Sites require a minimum of a 6 month lease to get the monthly rate and a month to month lease. By signing this form you agree to the terms of the lease. Go to website <a href="https://www.blackbearrvpark.com">www.blackbearrvpark.com</a> to read rules and regulations please!

Electricity: Each site is allowed \$80.00 in usage per month. Anything over this will be billed to you and you will be responsible to pay the overage at the time your rent is due. As all utilities are ran off of electricity for the Park and we are billed a higher commercial rate.

WAIVER OF LIABILITY: go to website print out or fill in online to enter property please!

- 1. Rent payments are due and payable on the 1st of each and every month. Please keep up with when your rent is due if you are not on the 1st of the month pay cycle. I'm too busy to do this for you however late fees will apply as stated here in! Late fees of \$20.00 per day begin on the 3rd of the month and will continue until your monthly rent is paid. After 5 days of being late we have the right to ask you to move off of the campground. You agree to move and remove all of your belongings and camper or move out of an occupied room if you are given a written notice to do so. You agree to waive your rights to an eviction process. If asked to leave you must do so with out any resistance or court order. We at Black Bear have the right to remove you from the premisses with written notice.( and allow you 5 days to vacate)
- 2. Deposit; RV Site deposit \$300.00 for the 6 month lease. Its is non refundable. After the 1st 3 months we then begin to apply the \$300.00 to the last 3 months of rent.

- 3. A new deposit is required if you re up -lease the site for another 6 months. Liability of waiver: Must sign. Download or go online and sign the form and email to me please! Or sign a handwritten hard copy.
- 4. Yard? Site: please keep the site in a clean and tasteful appearance. You are allowed to landscape upon discussing options with the owners, however any improvements you make to the site are at your own expense and must be left when you leave accept for your personal property, furniture, grill etc.
- 5. You are allowed lawn furniture, a small deck, BBQ pit/grill, small pet kennel upon approval.
- 6. Barking dogs: no excessive barking dogs please. If your dog is a barker that never quits...lol...we have the right to ask you to remove the dog from the property.
- 7. Watering: Please be kind and water any flowers or plants that are on your RV Site.please!
- 8. We suggest drinking bottled water: We are on a well...the water is potable and great for cooking, however, Bottled water is highly suggested for drinking and much tastier.
- 9. NO CAR WASHING ALLOWED! We are on a monitored well system and our usage is regulated so we are not able to wash RV's or Cars of any sort.
- 10. Vehicles and parking: Please only take up your sites space for vehicle parking.
- 11. There is additional parking for extra vehicle down by the courtyard / grill area or infront of the stair case from the motel down at the bottom of the hill.
- 12. Shower House common room #2: RV renters are allowed access to this area. Showers are \$5.00 per person per day per each time you use the showers. Bring your own towels and bathing necessities...we don't provide towels for this use. Key deposit is \$5.00. This room is connected to the owners office and owners quarters please be polite and have courtesy for the owner. Common area closes at 9PM.

  Internet: we offer complimentary wi-fi but its not for streaming or videos. Its just for checking emails and etc. You may come to the common area and use the internet or sit out at a picnic table by the office and access it. We recommend you having your own service or hot spot to better serve you until upgrades are made here and with ur service provider. Hill Top broadband is available to long term renters.

  Hill TOP Broadband Salida Co. 970-344-9541 or Jake at 970-344-9541 for install.
- 13. Your welcome to use the amenities in the common area. Just let us know when you ned
- 14. Room 2 common area can be privately booked for \$125 deposit and \$ 200.00 for the
- 15. Convenience items: are available for sell to all guests.

the room.

16. Laundry facility: as of now we are waiting on the correct keys to be able to operate the coin operated washers and dryers. So if you need to use these you will have to pre pay for the use at the office. \$2.50 a load to wash & \$2.50 a load to dry. \$5.00 per load. You can obtain a key for a \$5.00 deposit to access the laundry room. Bring your own detergents please to do your wash. Black Bear products are out in the open but are for

- the linens for the motel rooms. You can purchase detergent from us if you absolutely have to for \$1.50 a cup.
- 17. Boxes for washers are being ordered and this issue will be fixed soon!
- 18. Quiet hours: by 10 pm please quit everything down to be courteous of all other guests please!
- 19. Trash and space; We are limited on trash space. ALL BOXES MUST BE BROKEN DOWN! And placed in the container labeled boxes. Please be conservative.excessive trash will be subject to an extra charge! Please do not allow bottles on the premises...glass is just terrible issue when it gets broken. Read about the Bears and ways to deter them. NO outside refrigerators allowed, No food left in vehicles. Or left outside. Bears Bears Bears!!!!! Go online to the website and educate yourself about how to keep the bears away please!
- 20. Parties; these are allowed with owners consent. Just come talk to us and we can discuss this and make arrangements.
- 21. Monthly motel rentals:
- 22. 1. We don't provide daily maid service for monthly renters.
  - 2. If you are going to use our bedding we require a deposit of the cost to replace the lines & comfronters & other. \$125.00 to \$250.00 otherwise we let you use your own sheets and bedding. You are responsible for washing and changing your own sheets.
- 3. You also provide your own bathing soaps, shampoos etc.
- 4. Each room has an air wick or glade air freshener plug in in the room ...please keep these filled and going to keep the rooms smelling fresh. You are required to provide these also. 5. Your responsible for trash being disposed of and cleaning of your room. If you need maid
- 5. Your responsible for trash being disposed of and cleaning of your room. If you need maid service it is an additional cost.
- 4. Guests must park down the Hill not at the motel room due to limited parking. We have a staircase for your guests to use while parking their vehicle.

## COMING into the Park

ALL Campers/ tent site Guests and RVs and vehicles must check-in with the Office.

The Office is located up hill at the Cabin House.

Check-in: 2:00 PM but can be flexible if needed and based upon space availability.

Check-out: 12:00 PM please let the host know that you are leaving.

### CAMPGROUND & RV GUESTS

Invite visitors to your site, but please check-in with the office. Visitors are allowed on a day pass. We are a small facility and park, visitor vehicles must be parked at the designated visitors parking areas. PLEASE DO NOT USE VACANT ADJACENT SITES FOR VISITOR PARKING THESE ARE MOST LIKELY RESERVED.

Large gathering groups or family reunions are allowed with special reservations. Each RV site must be reserved for the gathering. (reserved an RV or tent site.)

Please ask us about having your reunion or other group gathering here with us.

# QUIET TIME

10:00 PM - 8:00 AM

All children should return to their sites by 10:00 PM. Please respect your fellow campers during quiet time. We like to ensure for relaxed evenings and peaceful mornings.

#### **PETS**

Please clean up after your pet and dispose of all waste at our pet waste area. We are a Pet Friendly park. Please keep Cats inside your RV at all times unless you have a caged enclosure that does not allow an escape. Please do not leave your pet unattended or tied up unless you are supervising the pet. We are not responsible for injuries or lost off of a leash, runaways or accidents that may occur to your pet while staying at the Black Bear Campground. Please do not allow your dog to bark continuously or otherwise disturb other campground guests. Please keep your Pet on a leash when walking around the premises.

Salida, the nearby town offers numerous options available for doggy daycare and pet sitting. Please do not allow your pets **into the common area**, **restrooms or to roam around freely and unattended**.

Pets are allowed at the RV Park and Campground. Please use doggy bags to pick up your pets poop!

Pets are allowed in the Rooms with a \$35.00 fee for pets under 20 lbs and \$50.00 fee for pets over 20 lbs.

Pets must be leashed when outside of cabin room, and all messes must be immediately picked up and properly disposed of.

Pet fees are non refundable and are dependent on length of stay. Stays longer than one week will be charged each week.

A limit of 2 pets are allowed in the Cabin Rooms.

A refundable \$150.00 fee will be placed on the card on file and refunded after departure, if no damages have occurred and if there is no excessive cleaning. Rooms are thoroughly inspected upon departure and the day of arrival.

Vacuums are available at the office for guest use.

Pets are not to be allowed to roam unattended at the cabins, RV Park or Campground. If they must be left unattended, they must be kenneled, not leashed.

Pets are not to be allowed on the furniture, and cannot be bathed in the bathtub

#### PROHIBITED ITEMS

Fireworks

- Glass Bottles or Containers
- BB or Pellet Guns, Children with any guns of any type please.
- Firearms: Check with us on this, as special arrangements for Hunters can be made.
  - No Uncontained Fires
  - Vicious or un-vaccinated Dogs

#### TRASH

We provide a bear-resistant dumpster on-site for all normal campsite trash. we are an Eco-friendly park and prohibit glass containers. Please squeeze down any plastic bottles and flatten / break-down any boxes or similar trash you will be putting in the dumpster.

We must conserve on dumpster space as much as possible as trash removal is a luxury in this beautiful mountain area. we are working on a recycling area for our park.

#### CAMPFIRES

Firewood is not yet available for purchase here at our Park,. Please provide your own. each Guest is required to check the Fire and Burn Ban restrictions prior to starting a fire of any sort. Please drown campfires with lots of water before leaving your campsite. No fire should ever be left unattended!. Please do not cross property lines to gather wood. We will be around to check on and empty any overflowing fire pits.

#### KEEPING IT CLEAN

Please keep camp and RV sites clean and free of trash gatherings. WHEN YOU leave the park and check out with the office make sure the site is left in the way that you found it please. Store away any and all edible foods and drinkable s in a certified bear-proof containers or locked down vehicle. Do not leave Ice Chests out in the open for wildlife to destroy. Manage all food. You may store things in the common area if needed.

#### CREEK EXPLORING

Children are allowed to play in and around the creek, with the supervision of an Adult.A word of caution..Wear boots. When playing or exploring near, in or around the creek.Please be very cautious of snakes and other wildlife. Please do not disturb the flow of the creek by taking away or by adding additional rocks or debris to the course. Lets keep it natural and beautiful.

#### Common Area CAMP SINK USE

A sink is available near the office for campers and other guests to use. Please No trash or food scraps in the sink, and please do not dispose of any trash or food scraps down the drain as it will create clogged slow to drain issues. We rely on a septic system that can be damaged easily by inappropriate debris, and these items can also attract bears and other wild animals. Please

don't dispose of any trash or food scraps in the landscaping in the campground. or on the property please.

#### NO VEHICLE WASHING

Our Park utilizes a water well. We must conserve this precious resource as much as possible.

#### **INTERNET ACCESS**

Wi-Fi is available in the campground, RV park and Motel and requires the password, which you will receive when checking in. and is posted for you as well. We are as technologically advanced as our mountain location allows, and up here in the mountains, we conserve on bandwidth. To ensure that all of our guests have access, we ask that you do not stream videos. You can text, email, or surf the web, but we remind you that being outside and experiencing the beautiful surrounding area, and all that it has to offer, is usually way more fun!

#### CELL PHONE SERVICE

Cell phone service can be spotty at best in the Valley and at most campgrounds in the area. There is typically a good AT&T signal here at our park. In case of emergencies, there is an office land line available. Please do not hesitate to use it if necessary. Note that Wi-Fi calling and texting works well on our wireless network.

# Thank you for staying with us! We hope you enjoy it!

Black Bear Campground is not responsible for damages caused by accident, vandalism, or acts of God. We are not responsible for any vehicular accidents or damage. All guests are encouraged to take all precautions to secure their belongings. Black Bear Campground is not responsible for accidents or injuries of any kind while staying at our Park. If two reasonable complaints are filed with the hosts of

Black Bear Campground, then we have the right to ask the site occupants and tent campers to leave without any refund or confirtation. Black Bear has the right to refuse service to anyone.

√isitor Liability W	aiver: Name	

In consideration for myself, and all persons entering under MY SUPERVISION, being permitted to camp and participate in the activities at he Black Bear RV Resort and Motel, I and all persons listed below, agree to the following Waiver and Release: I hereby KNOWINGLY AND INTENTIONALLY WAIVE AND RELEASE, INDEMNIFY AND HOLD HARMLESS, The Black Bear RV & Camping Resort and Motel, Management, all officers and employees of all liability for injuries caused by, but NOT LIMITED TO, the following activities: CAMPFIRES, HIKING, Creek Exploring, FISHING, Hunting, BBQ Pit Use, Motel Use, PLAYGROUND EQUIPMENT, Dog Walking Trails, On REsort Trails, RV Site Roads, PLANNED EVENTS, DOGS, SHOWERS, SPEED or Road BUMPS, BICYCLE OR MOTORCYCLE USE, GOLF CARTS, ELECTRIC SCOOTERS AND ENCOUNTERS WITH WILDLIFE. I acknowledge that camping has many hazards and that there are risks that cannot be eliminated, particularly in a mountain wilderness environment.

I hereby acknowledge that Black Bear RV Resort and Campground is not responsible for any theft, loss or damage, Loss of animals/Pets or injuries to Pets or Children incurred during my stay. I hereby acknowledge that children and Pets are under my supervision or supervision of a responsible adult at all times.

I understand and acknowledge that No one in my Party supervised or not will go near the fenced in basement area that is under construction and that Black Bear is not responsible in any way form or fashion for injuries resulting from getting close to or around the basement parameters.

My signature below confirms that I have read and agree to abide by all rules and policies at Black Bear. I also understand that I can be asked to leave the property, without refund, for failure to follow said rules and policies. A copy of which, is posted at The Black Bear and on this web Site.

I hereby consent to photographs and videos taken of me and all parties listed below during our stay at The Black Bear for purposes of event documentation and promotion of the resort. Names will not be published.

My signature confirms that I have a valid rabies certificates for any pets in my party. A copy will be provided if necessary.

I have reviewed and read the. But NOT LIMITED TO:

 THERE IS NO SUBSTITUTE FOR ADEQUATE SUPERVISION. Children under 18 years of age must be accompanied to the Exploration of the creek and

- property by a parent or guardian, (an adult who is responsible for the children and their behavior)
- IN CASE OF AN EMERGENCY, NOTIFY 911 IMMEDIATELY AND NOTIFY THE FACILITY OPERATOR. A free telephone is provided at this facility. (Front Porch of the Main Office and at the pool patio).
- Elderly persons, and those suffering from heart disease, diabetes, high or low blood pressure, should be prohibited from using the creek walk.
- Unsupervised park or play grounds use by children is prohibited
- Do not use in excess while under the influence of alcohol, anticoagulants, antihistamines, vasoconstrictors, vasodilators, stimulants, hypnotics, narcotics, or tranquilizers.
- Help can be obtained by using the emergency telephone and posted telephone numbers for police, fire department, physician, ambulance and hospital.

By signing this form I /we agree to all the policies and rules and the waiver of liability here in. I and my party members of my group or visitors or family members also agree to this waiver. I/We attest to release and forever hold harmless The Black Bear RV Resort/Park campground and motel harmless of any injuries or accidents while staying on the property located at 7528 US hwy 50 Howard co 81233 and its owners Pamela Scrivner and Jesse Bohannon from any financial responsibility due to accidents, injuries or damage to myself, members in my group, visitors, children, pets or damage to my personal property or RV, Vehicles, or animals. This is a complete waiver of release of liability to this establishment and its owners.My signature covers any one that is under my supervision such as friends, family, visitors, children & pets.

Please list below the members in your group, their age and if 18 or older have them sign below your signature. Otherwise your signature covers children under age 18. Add as many as needed below your signature.

Children :		
Guests:		
Date:		
Printed Name:	Signature X	
Printed Name;	X	