

ON THE BUFFALO CAMPGROUND RULES

With your paid reservation and signature of the guest registration form, you and all in your group agree to abide by the following rules:

Description of Property: The real property of **On The Buffalo** that Camper is permitted to enter under and pursuant to the Agreement is 606 Gaither Hinson Rd. Waynesboro, TN 38485. Camper hereby acknowledges the title of **On The Buffalo** to the above-described real property and agrees to never assail, resist or deny such title; to do so shall be considered a material breach of the Agreement.

Camping Agreement. With Camping Fee has been Paid, the Camper is granted the right of admission to the Campground during the time period of the booking term, the right to place a tent up to a family size on a chosen site, and to Occupy the Campsite for no more than 4 consecutive nights. *Hammocks are allowed for small groups instead of a tent.*

Not a Residence or a Business. Camper may not claim **On The Buffalo** Campground as their permanent address, voting address or other place of residence. Camper may not use the address for any personal business or such personal data such as insurance registration. Camper may not utilize the Campground for any business purposes such as, but not limited to, workshops, lessons, guiding, photo sessions, concerts or to use any of the amenities, flora and fauna for use in any business (no items may be removed including, but not limited to, rocks, flowers, trees, dirt, animals, etc.). Any group use such as for scouting or events must be organized and approved by **On The Buffalo** and is outside the purview of this agreement, although member discounts may be applied.

Assigned Campsite/Campsite Options. The Camper does not have exclusive rights to any of the campsites **On The Buffalo**. In order to reserve a particular site, the camper must make a reservation at least seven days prior, but no guarantee will be made that a particular site will be available even within that notification period. Minors under 12 are not allowed to camp on the bluff sites.

No new structures are to be erected (sheds, decks, docks, etc.), nor should substantial alterations be made by the Camper or anyone in the party. Camper agrees to not alter any natural elements including, but not limited to, using tools to chop down trees, carve or paint objects, dig or alter trails, etc.

Rules and Regulations:

1. Occupancy and Guest Requirements:

A. Definition of Occupancy: All adults shall be listed on the registration form and will be liable and bound to this rental contract. Occupancy of your site per visit is for you only. Access nor this agreement cannot be transferred.

B. Occupancy and Guest Requirements:

- i) Each person in a group will pay per person for access to a site. Tents or hammocks only may be erected at the assigned site.
- iii) RVs are not allowed past the pine lane entry.
- v) All guests that stay overnight must stay in your tent, not in a separate car, van, motor home, or trailer.
- vi) No minors under 17 shall be on the property without adult supervision. Camper guests of age 17 may receive parent/guardian permission on the registration form.
- vii) All day visitors, overnight campers, and guests must abide by all campground rules.
- viii) Only one vehicle is allowed near the tent site, please see fee rate.

C. Restrictions on Access include:

- i) No children under the age of 12 shall be allowed to stay in a tent placed on the Bluff. For groups with children under 12, please find another spot for the safety of all.
- ii) Only approved 4WD vehicles are allowed access to the River road. Non 4WD vehicles are prohibited to go beyond the top of the bluff onto the river access road.
- iii) Only one vehicle is allowed near the tent site - please see parking rates. All additional vehicles shall be parked in the guest parking designated near the large live oak.

D. Vehicles:

- i) Overnight campers should note car information on registration. Please be mindful of others as there are no paved roads only designated wide trails.
- ii) NO ATVs, Golf Carts, or motor-cross are allowed anywhere on the property. If a motorcycle is considered primary vehicle, it must stay on the designated vehicle lanes. Only manually operated vehicles are allowed on the trails.

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- iii) Bicycles are welcome, however, Camper and Guests understand all risks and responsibilities for such activity and agree to hold harmless for any injury or accidents.
- iv) Kayaks are acceptable and there should be no more than 1 kayak per person. All water activities are at the personal risk and responsibility of the Camper and guests.
- v) Only approved 4WD vehicles are allowed on the river road access. **On The Buffalo** is not liable for any vehicle that is unauthorized and gets stuck on the river bed (a tow truck will not be able to retrieve you).

2. Pets Policy:

- A. Your pets are welcome if they are under control, friendly and quiet.
- B. If there are any other people on the Campground, all pets are required to be on a leash and/or penned at all times (leash can be no longer than 15 ft).
- C. Pets are to be kept inside tent at night, and should not be left unattended at any time. Pets should not be left in vehicles during extreme weather conditions whether hot or cold.
- D. Respect others by cleaning up after your pets. All waste must be taken with you upon departure.
- F. Be sure your pets are up to date on their shots, and have paperwork at request.
- G. Dog Bites: You are liable if your dog bites anyone or engages with other animals on the property.
- H. If these rules are not followed, your pet will have to leave the campground.
- I. Camper understands that this land is inhabited by wild animals and assumes all risks related to this day or night. Pets should not be allowed to track or hunt the wild animals such as armadillos or opossums.

3. Miscellaneous:

- A. Primitive camping. Until further notice **On The Buffalo** is a primitive campground with no running water or bathroom/shower facilities. Please make sure to LNT in regards to human waste.
- B. Quiet Hours: Campground quiet hours are from 11:00pm – 8:00am.
- C. NO HUNTING. Fishing requires the appropriate license that should be shown upon request.
- D. Firearms and Fireworks: Firearms (including BB guns, Pellet Guns, Cross Bows, Sling Shots, and Paint Ball Guns) are not allowed in the camp. Fireworks of any kind are also not allowed in the camp.
- E. Drones & Flying Objects (Quadcopters, Radio-Controlled Aircraft, etc.): Must be flown in accordance with state and federal laws. These must not disturb other guests. Please note on your registration your intention to use a drone. **On The Buffalo** may ask for sharing of images recorded on the property. All promotion of images created should give credit to **On The Buffalo** as the site.
- F. Temporary recreational installations. No installations such as zip lines, rope swings or other forms of games or athletic competition shall be allowed. Please consult with **On The Buffalo** for special circumstances and prior approval to any activity requiring items to be tied, hung, etc from trees or pounded into the ground.
- G. Campfires: Campfires are permitted, but must be attended at all times. Do not burn continuously and be courteous to your neighbors. Fire rings are not provided. Please make sure to clean up the site upon departure.
- H. Payment:
 - i) CASH/CHECK/TRANSFER only: Credit Cards are not accepted for seasonal payment. You may use a personal check, cash, or money transfer of zelle or venmo (@wonderwanderful)
 - ii) Bad Checks: There is a \$50.00 handling fee for returned checks. Your balance due plus the bad check fee is to be paid by cash or money order.

4. OTHER CONDUCT:

- A. Sound/Amplified Music: Camper and guests agrees to maintain the quiet and serene quality of **On The Buffalo** and will not use amplified music either in a vehicle, plugged into a musical instrument, or a speaker system.
- B. Art Installations and Landscape: Camper and guests agree to respect the infrastructure and installations including any art sculptures. Vandalism or alteration of any natural or ephemeral installation will not be tolerated and will be grounds for immediate revocation of rights access.
- C. NO SMOKING. No vaping. No drugs. No dealing of any substances.
- D. LIMITED USE OF ALCOHOL. Please refrain from excessive alcohol consumption. Must remove all traces.
- E. Food. Camper and guests agree to properly maintain all food to be confined and not attract rodents or other wildlife to your area, to your tent, or to your vehicle. Do not feed the wildlife nor leave any food behind.

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- F. Trash. All trash must be taken upon departure. Any trash left behind or noticed after departure may be grounds for termination of this agreement. The camper and guests SHALL NOT dispose of furniture, mattresses, any bulk items, etc. which will be grounds for immediate termination of this agreement and potential for any legal actions if necessary.
- G. Solicitation and Proselytizing Prohibited: Solicitation and/or contact for sales of products, sales of services, and/or for membership, participation, proselytizing and/or fundraising for any purpose, profit and/or non-profit, religious and/or not-religious, is strictly prohibited. Conduct prohibited under this paragraph shall be considered a material breach of the Agreement.
- H. No illegal activities. This will be grounds for immediate termination of this agreement and **On The Buffalo** reserves the right to pursue legal action at minimum of reporting and recording for the purposes of law enforcement duties.
- I. No nudity. Please make sure to understand that while the Campground is quiet and isolated, that there may be additional guests or visitors or even activity on the river. This is a family friendly environment, not a nudist colony. Please be respectful.
- J. Leave nothing behind. Campers and their guests are obligated to remove everything upon departure. Cars, equipment, clothing, etc. may not be stored on the property in any place.
- K. No harassment, bullying, discrimination or other violent conduct towards others - human and non-human will be tolerated. Any violation of this will be cause for immediate removal from **On The Buffalo** Campground and any potential follow-up such as police report or other necessary documentation. If you are a witness to this conduct or the target, please immediately notify **On The Buffalo** via text message, the ring doorbell, or attempt to find the manager across the street.
- L. Report unusual activity. Please help be eyes on the Campground by reporting any unusual activity by either human or non-human such as people who may be trespassing or transient (please do not jump to conclusion as there may be people in the artist residency or staying in the Camp Wonder Wander lodge that may be wandering on the Campground.) Please report if you see any stray dogs or unauthorized vehicles so we can attend to the issue.

Campground's Obligations. The Campground's goal is to see that all day visitors and overnight Campers enjoy the quiet serenity and recreational opportunities offered by the Campground. To do so, the Campground will provide its visitors and Campers with certain services and amenities, and use its best efforts to assure that all Campers and Guests cooperate in maintenance of the Campground's desired ambience. **On The Buffalo** will limit the amount of nightly occupancy to ensure a low density of camping at any one point and to not overwhelm the natural environment.

Campsite. The Campground will allow the Camper the quiet and unimpeded use of a Campsite for all lawful purposes consistent with the Campground's Rules. Camper shall not erect any permanent buildings or structures anywhere **On The Buffalo** Campground. Camper may only erect or place a Camping Unit in the form of a tent (or hammock), as defined above, upon the selected Campsite. Camper shall not drive any large vehicle onto the property and car or van camping is only approved at the entrance to the Campground, until further notice, or in future designated sites.

Campground Common Features and Attractions. The Campground will allow the Camper to use its common features and attractions, which are shared with all other Campers. Because of varying numbers of Campers, maintenance requirements and weather, there is no guarantee of availability of any common features or attractions. Campers are on notice that there may be art installations created by the artist residency program at the sister site Camp Wonder Wander.

Maintenance. The Campground will use its best efforts clean, maintain and repair common areas, pathways, roads and facilities within the limits of the current weather patterns. Camper understands that the objective of **On The Buffalo** Campground is to encourage the growth of natural flora and therefore only certain patches will be mowed at any time to allow for pollination and other aspects of the natural ecology. Camper and guests shall respect the ecology and not drive off of designated lanes on the land. Camper and guests are at their own risk while walking on the Campground, please be mindful of the landscape and potential dangers not limited to poisonous plants or animals.

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Camper's Obligations. General Obligation. The Camper will use the Campsite in a manner which is safe, orderly, lawful, sanitary, clean and respectful of the rights of other Campers and of the Campground's property and other Guests.

In addition to this General Obligation, Campers must do all of the following:

- a. The Camper will Pay all deposits, fees and charges when due.
- b. The Camper will assure that all obligations of this Agreement are understood by all of the Campers and Guests, including children. The adult Campers will monitor and supervise all minor Campers to assure that the minors abide by the requirements of this Agreement.
- c. The Camper shall have personal insurance policy that covers all medical and other potential issues. Camper must have liability insurance on all motor vehicles operated on the Campground. The Camper shall provide Insurance provider and account number for reference on the registration.
- d. The Camper and Guests shall abide by all directions of Campground staff, obey all signs and signals on the Campground.
- e. The Camper and Guests shall not enter closed areas or other Campsites without permission and also traverse the land at your own risk including, but not limited to, the river road and the bluff above the river.
- g. The Camper will not have Guests without giving the Campground notice. All Guests are under the same rules including no stays longer than 4 consecutive nights and must pay the standard rate.
- h. Presence on the property and payment of fees constitutes an Agreement, the Camper acknowledges that each understands the Campground Rules.
- i. The Camper agrees to abide by and follow all applicable state laws, rules and ordinances; and that the information provided by the Camper is correct.

Limitations On Campground Liability. The Campground desires to provide Campers with an enjoyable camping experience. However, camping takes place in an outdoor recreational setting. There are aspects of any recreational experience that cannot entirely be controlled or made free of risk. The Campground is not liable for weather conditions, natural events, damages caused by wrongful conduct or carelessness of others, or any other aspects of being outside from injury or illness or encounters with local wildlife or ecology. By registering, payment and occupancy, the Camper acknowledges this Agreement that by participating in recreational activities, the Camper accepts the risks which are inherent in the recreational activity. The Camper acknowledges the limitations of the liability of the Campground and accepts personal responsibility to take precautions for their own safety while engaged in recreational activities. Campers and guests accept camping privileges with the understanding that all hereby release **On The Buffalo**, and their management and employees of all liability for the loss or damage to property, or injury to he/her/they person arising from his/her/their use of the facility.

Reimbursement of Campground for Losses Caused by Camper. In the event that any action or omission of the Camper or Guests or the Camper cause the Campground to pay damages to any other person or party, the Camper shall reimburse the Campground for those damages, as well as the attorneys fees and expenses incurred by the Campground.

Termination Of Agreement. This Agreement terminates on the departure date. The Campground may determine, for any reason in the Campground's sole discretion, that it is necessary for the Camper to leave the premises of the Campground prior to the scheduled end of the Period. In such an event, the Campground will direct the Camper to leave the Campground. The Camper will be given one (1) day to cease to Occupy the chosen site and Campground including all personal items as no vehicles or other property are to remain on the Campground. In the event of a disturbance of the peace and order of the Campground, the Campground reserves the right to require the Camper to leave immediately. If the Agreement is terminated early, Camper has no right to a refund. **On The Buffalo** shall have the absolute right to terminate and therefore evict any Camper for non-payment of fees, breach of the terms or conditions of this Rental Agreement, violation of any rules and regulations, and any actions which are determined to be detrimental to the proper management of the campground. Remainder of prepaid rental fee will be forfeited.

If **On The Buffalo** Campground is required to start legal proceedings to enforce or recover from the breach, for any term or condition of this written agreement, **On The Buffalo** Campground shall recover from the Camper all costs incurred, together with reasonable attorney fees.

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Removal Of Units. No recreational vehicles are allowed to park permanently **On The Buffalo** Campground and will be removed at the cost of the Camper. No recreational vehicles including trailers are allowed past the pine tree lane at the entrance of the Campground.

Observation of Rules and Regulations. Camper and Guest shall treat all **On The Buffalo** representatives including any artists-in-residence with courtesy and respect. Camper and Guest are subject to all fees when entering any of **On The Buffalo** property. Camper and Guest must strictly adhere to any and all **On The Buffalo** Rules and Regulations. Camper shall not keep as a Guest any person objectionable to **On The Buffalo**. **On The Buffalo** may, at its sole discretion, ban Camper and Guest from entering upon any of **On The Buffalo's** property at any time and for any duration if **On The Buffalo** deems that Camper's and/or Guest's conduct has been unacceptable, threatening, unsafe, or illegal. **On The Buffalo** may not prohibit Camper from entering upon of **On The Buffalo's** property and traveling upon the Campground roads for the strict and sole purpose of accessing Camper's personal belongings that must be immediately removed. Re-entry upon **On The Buffalo** property by a Camper that has been banned shall be considered a material breach of the Agreement.

General Terms and Conditions. The Campground may not be deemed to have waived any requirement of this Agreement by failing to enforce terms of the Agreement. This Agreement, together with the Rules adopted by the Campground, are the contract between the Campground and the Camper. No oral modifications of this Agreement control. If any provision in this Agreement is invalidated by any law or court order, the remaining portion of the Agreement shall continue to apply. All disputes involving the Agreement are to be resolved in the Circuit Court for the County in which the Campground is located. Any discussions, questions or modifications of the terms and conditions of the Camper's admission to the Campground have been integrated into this Agreement.

Release of Claims and Indemnity. In consideration of the mutual promises contained herein and other good and valuable consideration, Camper and Camper's spouse/partner, if applicable, on his/her/their behalf and on behalf of his/her/their minor children, if applicable, for themselves, his/her/their heirs, legal representatives and assigns, release and forever discharge **On The Buffalo**, its successors and assigns, of and from any and all causes of action, claims, demands, costs, loss of services, expenses, compensation, and all consequential damages, on account of, or in any way growing out of, any and all known and unknown personal injuries, death, and property damage resulting from his/her/their entry upon and occupation of the Campsite and entry upon or use of **On The Buffalo's** facilities. Camper shall indemnify **On The Buffalo** and shall hold **On The Buffalo** harmless from and against any and all claims, actions, damages, liabilities, expenses, including attorney's fees, in connection with any occupant, invitee or guest in, upon, or at **On The Buffalo** and/or the seasonal site or any part thereof, due wholly or in part to any omission of Camper, Camper's invitees and/or guests, including, without limitation, any accident, injury or damage due to any person or property, or by reason of Camper's breach or default in the performance of Camper's obligations under the Agreement. If **On The Buffalo**, its owners, agents and/or employees shall be made a party to any litigation commenced by or against Camper, Camper shall protect and hold **On The Buffalo**, its owners, agents and/or employees harmless, and pay all costs, expenses and attorney's fees incurred or paid by **On The Buffalo**, its owners, agents and/or employees in connection with such litigation. Camper's indemnification under this Section shall survive the expiration or termination of the Agreement. Camper expressly waives any claims against **On The Buffalo**, its owners, agents and/or employees to the extent that any damages are covered by any applicable policy of insurance which provides coverage to Camper, including but not limited to, subrogation claims arising from any insurance payments made by or on behalf of Camper's insurers.

Entire Agreement. The parties agree that the Agreement and any documents incorporated by reference constitute the entire agreement between the parties. Any amendments or modifications to the Agreement must be in the form of a written document which must be signed and dated by the parties. The undersigned Campers understand that our admission to **On The Buffalo** may be terminated by the Campground at any time in the sole discretion of the Campground. If terminated, we agree to leave without judicial process. By signing this Agreement, Camper acknowledges having read the Agreement, and agrees to all terms herein.

We agree to the conditions and provisions of this Agreement, and agree to comply with them. We further agree that we will inform our minor children and guests of the requirements of this Agreement, and be responsible for their behavior and demeanor at the Campground.

We understand that our admission to the Campground may be terminated by the Campground, at any time in the sole discretion of the Campground.