



SLEEPY HOLLOW LAKE CAMPGROUND

PERMISSION TO SELL PROPERTY & ON-SITE SALES POLICY

Selling Your Trailer, Shed, Golf Cart, or Other Personal Property

Selling a trailer, RV, park model, shed, golf cart, deck, gazebo, or other personal property while it is located on Sleepy Hollow Lake Campground property is permitted **only with prior written approval from Management.**

Before advertising, listing, showing, or offering any property for sale on Sleepy Hollow Lake property, the owner must complete and submit the required **Application/Permission to Sell**. The application is available at **Sleepyhollowcamp.com** under **Seasonal Resources**.

Do not advertise or list your property for sale until written approval has been received from Management.

Sleepy Hollow Lake reserves the right to approve or deny any request to sell property on the campground. Approval is not guaranteed and may be revoked at any time if the conditions of this policy are not followed.

Factors Considered for Approval

There are a variety of factors considered when granting permission to sell property on Sleepy Hollow Lake, including, but not limited to:

- Age and condition of the trailer, shed, golf cart, deck, or other property
- Overall condition and appearance of the campsite
- Reason for the sale
- Owner's continued attendance and participation at Sleepy Hollow Lake
- Asking price and anticipated sale price
- Compliance with campground rules and regulations
- Whether the property is appropriate for the site
- The condition of the site and surrounding property
- Any outstanding balance or violation associated with the site or property
- Any other factor Management determines to be relevant

Management may require an inspection of the campsite, trailer, golf cart, shed, deck, or other property before granting approval.

No Sale of the Campsite or Site Rights

Campsites, lots, and site rights are owned and controlled exclusively by Sleepy Hollow Lake Campground and are not owned by the seasonal camper.

A seasonal camper may not sell, transfer, assign, negotiate, guarantee, promise, or otherwise represent that a campsite, lot, or site right is included with the sale of a trailer or other personal property.

Campsite availability and assignment are solely at the discretion of Sleepy Hollow Lake Management.

Owners and sellers **must not use terminology such as:**

- "Site for Sale"
- "Lot for Sale"
- "Trailer and Site for Sale"
- "Site Included"
- "Own the Site"
- Or any other wording that implies the campsite is being sold or transferred.

Any advertisement that improperly represents the sale or transfer of a campsite must be immediately removed or corrected at the direction of Management.

The purchase of a trailer or other personal property **does not guarantee the purchaser the right to remain on or occupy the existing campsite.**

Any prospective purchaser who wishes to remain at Sleepy Hollow Lake must separately meet all campground requirements and receive approval from Management.

SALES FEE

5%–7% Campground Sales Fee

The fee for selling an approved trailer, RV, park model, shed, golf cart, deck, gazebo, or other qualifying personal property while located on Sleepy Hollow Lake property is **5%–7% of the final total sale price**, as determined by Management.

The applicable percentage will be determined based on the type, value, and circumstances of the sale.

The sales fee applies to the **actual total consideration received for the property**, including any items sold as part of the transaction.

The seller is responsible for providing accurate and complete information regarding the final sale price.

The Sales Fee Is Earned When the Sale Occurs

The campground sales fee is considered **earned when the seller and buyer reach an agreement to purchase the property**, regardless of:

- Whether the buyer has paid the seller in full
- Whether the buyer has taken possession
- Whether a bill of sale has been signed
- Whether the property has been removed from the campground
- Whether the buyer and seller complete the transaction privately
- Whether the property is subsequently removed from Sleepy Hollow Lake
- Whether the buyer later changes their mind after the campground has assisted with the sale, except where Management determines otherwise

The seller may not avoid the campground sales fee by completing the transaction privately, removing the property from the campground, or transferring ownership before notifying Management.

The sales fee must be paid to Sleepy Hollow Lake **before the property is removed from the campground or ownership is transferred.**

CAMPGROUND MARKETING AND ASSISTANCE

When an approved property is offered for sale, Sleepy Hollow Lake Management may actively promote and market the property to prospective purchasers, including through campground social media pages, campground communications, or other marketing methods determined appropriate by Management.

With the owner's permission, Management and campground staff may also show the trailer, golf cart, shed, or other property to prospective purchasers.

The campground may answer questions, provide basic information, arrange showings, and introduce prospective purchasers to the owner.

Negotiations

Once a prospective buyer is interested, the final sale price and terms are negotiated between the buyer and seller.

Sleepy Hollow Lake Management does not act as the seller, buyer, broker, or agent for either party and does not negotiate the purchase price on behalf of the seller.

The seller remains responsible for ensuring that the transaction complies with all applicable laws and for providing any required title, registration, bill of sale, or other documentation.

SALES GENERATED THROUGH CAMPGROUND ASSISTANCE

If Sleepy Hollow Lake Management or staff:

- Advertise the property
- Show the property
- Answer inquiries about the property
- Introduce a prospective buyer to the seller
- Arrange a showing
- Assist in connecting the buyer and seller
- Or otherwise materially assist in generating the sale

and that prospective buyer ultimately purchases the property, the applicable campground sales fee remains due **even if the buyer and seller subsequently complete the transaction privately or outside the campground office.**

A seller may not use campground staff, advertising, social media, or other campground resources to locate or generate a buyer and then attempt to avoid the required sales fee by completing the transaction off-site.

REQUIRED NOTIFICATION OF SALE

The seller must notify the Sleepy Hollow Lake office **immediately upon receiving and accepting an offer.**

The seller must provide Management with:

- Buyer's name and contact information
- Final agreed-upon sale price
- Description of the property being sold
- Expected date of transfer
- Expected date of removal, if applicable
- Any other information reasonably requested by Management

The campground may require a copy of the bill of sale or other reasonable documentation verifying the transaction and final sale price.

Failure to report a sale is a violation of campground policy.

REMOVAL OF SOLD PROPERTY

Before any sold trailer, RV, golf cart, shed, deck, gazebo, or other property is removed from Sleepy Hollow Lake property, the seller must:

1. Notify the campground office.
2. Provide the final sale information.
3. Pay the applicable campground sales fee.
4. Obtain any required Management approval for removal.
5. Coordinate the removal date with the campground when required.

No property may be removed as part of a completed sale until all amounts owed to Sleepy Hollow Lake related to that sale have been paid.

Where permitted by law, Sleepy Hollow Lake reserves the right to deny or delay approval for removal of property when the required sales fee or other amounts owed remain unpaid.

PRIVATE OR OFF-SITE SALES

If Management denies permission for an on-site sale, the owner may be required to remove the property from Sleepy Hollow Lake and sell it off-site.

Removing the property from the campground does not automatically eliminate amounts already owed to Sleepy Hollow Lake.

If a property was approved for on-site sale and a sale is completed after the property has been removed, the applicable sales fee may still be due if the sale resulted from campground advertising, marketing, inquiries, showings, or an introduction made while the property was approved for sale on the campground.

ABANDONED TRAILERS AND PROPERTY

Sleepy Hollow Lake does not permit abandoned trailers, RVs, golf carts, sheds, decks, site contents, or other personal property to remain on campground property for the purpose of sale or otherwise.

If circumstances have changed and the owner is no longer able or willing to regularly attend Sleepy Hollow Lake, Management may deny or revoke permission to sell the property on-site.

If a trailer is removed from the campground for sale, Sleepy Hollow Lake may allow the owner a period of **15 days** to sell or remove remaining items such as golf carts, decks, sheds, furniture, or other personal property, provided all applicable seasonal fees and other amounts owed remain current if campground is open.

After the permitted period, the owner must remove all remaining personal property from the campsite unless Management provides written authorization for additional time.

Abandoned Property

If property is not removed within the time period established by Management, and no written extension has been granted, Sleepy Hollow Lake may deem the property abandoned **to the extent permitted by applicable law** and may take whatever action is legally permitted, including removal, storage, disposal, or other disposition.

The owner may be responsible for all reasonable costs incurred by Sleepy Hollow Lake in connection with the removal, storage, disposal, or handling of abandoned property.

Any untitled property, including items for which ownership cannot reasonably be established, may be handled or disposed of in accordance with applicable law.

NO TRANSFER OF SITE RIGHTS

Selling a trailer, RV, golf cart, shed, deck, or other property does not transfer:

- The campsite
- The seasonal agreement
- Site rights
- Reservation rights
- Utility rights
- Any future right to occupy the site
- Any other campground privilege

The purchaser must apply for and receive approval from Sleepy Hollow Lake Management before occupying the site.

Management's decision regarding whether a purchaser may remain on the site is final, subject to applicable law and the campground's governing agreements and policies.

FAILURE TO FOLLOW THIS POLICY

Failure to comply with this policy, including but not limited to:

- Selling without prior approval
- Advertising without approval
- Misrepresenting a campsite as being for sale
- Failing to report a completed sale
- Underreporting the sale price
- Attempting to avoid or circumvent the sales fee
- Transferring ownership before paying the required fee
- Removing sold property without required approval
- Allowing property to remain after the required removal date
- Providing false or misleading information to Management

constitutes a violation of Sleepy Hollow Lake Campground rules and may result in additional action by Management, including, where permitted by law:

- Assessment of all fees and amounts owed
 - Suspension or loss of permission to sell on campground property
 - Requirement to remove the property from the campground
 - Suspension of campground privileges
 - Denial of future sales applications
 - Denial or non-renewal of a seasonal agreement, subject to the terms of that agreement and applicable law
 - Recovery of reasonable costs incurred by the campground
 - Any other remedies available under the Seasonal Camping Agreement or applicable law
-

MANAGEMENT'S RIGHT TO REQUIRE REMOVAL

Sleepy Hollow Lake Campground reserves the right to require any trailer, RV, golf cart, shed, deck, gazebo, or other property offered for sale to be removed from campground property and sold off-site.

Permission to sell on the campground is a **privilege, not a right**, and approval does not guarantee that the property will be permitted to remain on the campground for any particular length of time.

Management may establish reasonable deadlines for completing a sale or removing property.

ACKNOWLEDGMENT

By submitting an Application to Sell, advertising property for sale, or entering into a transaction involving property located on Sleepy Hollow Lake Campground property, the owner acknowledges that they have read, understand, and agree to comply with this policy.

The owner understands that:

- Permission must be obtained before advertising or selling property on campground property.

- Campsites and site rights are not owned by the seasonal camper and cannot be sold or transferred.
- The campground sales fee of 5%–7% applies to qualifying sales.
- \$5,000 → **\$350 fee**
- \$10,000 - \$14,999 → **\$800 fee**
- \$15,000 - \$24,999 camper → **\$1200 fee**
- \$25,000 - \$35,000 camper → **\$1,800 fee**
- \$35,001 - \$45,000 camper → **\$2,200 fee**
- \$45,001 - \$55,000 camper → ****\$3,200 fee ****
- \$55,000 - \$60,000 camper → **\$4200 fee**
- Over \$60,001 and up is **\$5500**
- The sales fee is earned when an approved sale is completed and must be paid before the property is removed or ownership is transferred, subject to applicable law.
- The campground may market and show approved property with the owner's permission.
- A sale cannot be structured or completed privately for the purpose of avoiding the campground sales fee.
- Purchasing a camper or other property does not guarantee the purchaser the right to remain at Sleepy Hollow Lake.
- All purchasers must receive separate approval from Management before occupying a campsite.
- Failure to comply with this policy may result in loss of selling privileges and other action as permitted under the Seasonal Camping Agreement and applicable law.

Owner Name: _____

Site Number: _____

Property Being Sold: _____

Owner Signature: _____

Date: _____

Management Approval: _____

Date: _____