Policies and Guidelines for Seasonal Members



Sunny Rest Resort

610-377-2911 www.sunnyrest.com

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Sunny Rest Resort Policies and Guidelines for Seasonal Members

Sunny Rest Resort is a private nudist resort and the regulations set forth in this booklet govern the terms of membership, rental and leasing for all Sunny Rest Resort members. Our private nudist recreation facility is owned and operated by Mesher Inc. dba: Sunny Rest Resort. Our facilities are accessible to members only. Acceptance and/or renewal of membership are at the sole discretion of management. Requirements for membership include but are not limited to a completed application. Members of Sunny Rest Resort agree to abide by the terms and conditions of the Sunny Rest Resort Policies and Guidelines as amended as needed.

Definitions: Types of Membership

Day Member. A person or a couple who has paid a fixed daily fee for the privilege of using Resort facilities for a specific period of time during the operating season.

Seasonal Member. A person or a couple who has paid a fixed seasonal fee for the privilege of using Resort facilities for the entire operating season. In the event that membership changes for the season, i.e. deceased, divorced, or separated partner, and both members want to still be a member, an additional membership fee must be paid for additional people added to the membership. All memberships, excluding year-round residents, will expire on January 1st and acceptance of renewal applications for the following season is at the sole discretion of management.

Seasonal Resident. A seasonal member renting a seasonal cottage or a seasonal campsite for a specific fee for the entire operating season.

Manufactured Home Resident. A seasonal or year-round member owning a manufactured home and leasing or renting a manufactured home site. The term "member" used in the following Resort Policies and Guidelines includes all types of members such as manufactured home residents, seasonal residents, seasonal members and day members, unless specific types of membership are referred to.

1. Registration

<u>Security</u>. All members and guests should cooperate with Security Personnel and stop at the gate and identify themselves to the Security Personnel on duty.

- 1.1 Members or their guests are to enter and leave resort grounds via our <u>front gate only</u>.
 No other access or egress to or from the resort grounds shall be used at any time by anyone without permission from management.
- 1.2 Guests and members arriving for the first time in any year must report to the office.
 Members are required to update personal information on file, such as registrations of vehicles (license plate numbers), insurance, home address, email addresses and phone

- numbers. Valid credit card information must be on file to charge at the restaurant, bar and nightclub.
- 1.3 All guests and members must register personally at the office. In the off-season, when the office is closed, contact Management (610-377-2911) to make arrangements to pay required fees.

Interpretation of Section 1. This section is to insure that we have all members, guests, family and friends properly registered during their visit at Sunny Rest Resort. This is for your comfort and safety, and is required by law. You must inform the office either by phone, phone message or a personal appearance in the office of any guest(s) as soon as possible. Resort Rule 8.1 addresses any fees that may be applicable.

1.4 All members and residents must display the SRR parking sticker on the upper driver's side corner of the windshield for security purposes.

2. Traffic and Vehicles

- 2.1 The posted speed limit on Resort grounds is 10 mph and shall be observed. Reckless driving is prohibited. Please watch for children and pets on our roads.
 - *Interpretation of Section 2.1.* This speed limit will be enforced at all times.
- 2.2 Parking is not permitted near the office, recreation hall, restaurant or the garbage collection area. Parking spaces in front of rental units are reserved for guests renting those units. The handicapped spaces next to the nightclub and restaurant are to be used by guests with a handicapped plate, sticker or hanging tag.
- 2.3 Members may have ATV's, motorcycles, golf carts or other leisure vehicles on Resort premises. These vehicles may be used on Sunny Rest roads for transportation <u>only</u>. Speeding, and reckless driving are prohibited.
- 2.4 Unregistered vehicles may not be kept on the grounds without written permission from management. No trailers, campers or other vehicles may be stored anywhere on the grounds without permission from management.
- 2.5 Sunny Rest Resort assumes no responsibility for motor vehicles of any nature on Resort property, or for the loss or damage to manufactured homes, trailers, or other vehicles unless caused by Sunny Rest's sole negligence. Members are encouraged to obtain proper insurance for any motor vehicle owned by member.
- 2.6 No person may operate a motor vehicle, including leisure vehicles, such as ATV's, trail bikes, golf carts, snowmobiles, mopeds, and all others as determined by management, without a valid operator's license and current insurance anywhere on the resort grounds.

A registration sticker must be purchased in the office for a fee and displayed on the right rear area of the leisure vehicle. In addition, all leisure vehicles must have current liability insurance. A Certificate stating this information must be on file in the office. Members should call their insurance agent and request a Certificate of Insurance and ask them to send or FAX the Certificate to the Office. FAX No. 610-377-7884. Interpretation of Section 2.6. ATV's, Golf Carts and all other leisure vehicles are considered motor vehicles and may not be operated without a valid operator's license and current insurance.

3. Drug - Alcohol - General Behavior

- 3.1 The laws governing the Commonwealth of Pennsylvania prohibit the use and sale of illegal drugs. ANY USE, SALE OR TRANSFER OF ILLEGAL DRUGS ANYWHERE AT ANYTIME, TO ANYONE, ON THE PREMISES OF SUNNY REST RESORT IS ACTIONABLE AND A VIOLATION OF OUR POLICIES AND GUIDELINES AND MAY BE REASON FOR TERMINATION OF MEMBERSHIP AND/OR EVICTION UNDER EXISTING LAWS. This section will be strictly enforced with a "zero tolerance."
- 3.2 BYOB is not permitted in the licensed area. This includes the entire pool area and all areas from the lower parking lot to the upper parking lot. Alcohol may be purchased at the restaurant, pool bar or nightclub. Glass is not permitted at the pool area.
- 3.3 Although we do allow the use of alcoholic beverages, we do not permit the over consumption of or erratic behavior resulting from over consumption. Conduct requiring no apology is the accepted rule.
- 3.4 Sunny Rest Resort is a clothing-optional resort, not a sex club. Behavior (verbal or physical) or activity that disrupts the harmony and tranquility of the club, such as overt sexual behavior or the appearance of overt sexual behavior is unacceptable. Violations of privacy, intoxication, public immoral conduct, or any unruly disturbances will not be tolerated. We encourage you to report (to the office, in confidence) any sexual advances, or uncomfortable situation that you may have encountered. We will act swiftly if any other resident, member or guest has disturbed your residency with us. Conduct requiring no apology is the accepted rule at Sunny Rest at all times.

Interpretation of Section 3.4. Overt sexual behavior is defined as:

- a) Approaching or soliciting people for sex verbally or physically.
- b) Touching, kissing, or rubbing of sexual body part(s) or genitalia.

In simple terms: you may not approach or solicit any resident, member or guest of our resort for sex, verbally or physically. You are not permitted to touch, kiss, or rub any sexual body part of your own or someone else, clothed or unclothed. Sexual body parts include genitalia,

breasts and buttocks.

- 3.5 Sexually explicit signs on manufactured homes, bumper stickers, or sexually explicit T-shirts, or anything not in good taste as determined by management, etc., are not permitted.
- 3.6 Quiet hours should be observed Sunday Thursday nights, 11:00 pm to 8:00 am and Friday and Saturday nights and Sunday nights on holiday weekends, 2:00 am 8:00 am. During quiet hours no equipment may be used nor may any construction work be performed nor may any loud music be played.

4. Fraternization

- 4.1 Residents and their guests are not permitted to give, supply or purchase alcohol for employees of Sunny Rest Resort while they are working. Residents may not contract or employ Sunny Rest Resort employee(s) for private work during the employee's regularly scheduled workday.
- 4.2 Harassment of any kind, verbal, physical, emotional, sexual, towards employees is not permitted. Unwanted and unsolicited behavior may be cause for termination of membership.

5. Fire, Water, Sewage, Garbage

In case of FIRE, CALL 911 immediately. We are in FIRE DISTRICT 4, 425 Sunny Rest Drive, (Franklin Township), Palmerton, PA, and then call our office at 610-377-2911.

- 5.1 Water resources are limited and members may not wash cars.
- 5.2 Sunny Rest Resort has septic tanks for sewage. Only toilet tissue should be disposed of in toilets.
- 5.3 All garbage shall be disposed of in sturdy plastic bags, tied and placed in receptacles provided at our garbage depot. Members renting campsites in campground "section A" through "section F" may deposit garbage in receptacle bins located in the campgrounds during the operating season. Burning leaves or garbage is prohibited. Hazardous materials must be disposed of in accordance with existing laws. Please consult the office regarding items of which you are unsure.
- 5.4 Garbage or personal items from private homes or businesses outside Sunny Rest Resort property may not be disposed of at any Sunny Rest Resort garbage depot or collection points.

6. Children

- 6.1 Members are responsible for the conduct and safety of children under their care. We require that parents or a responsible person supervise activities of minors at all times, especially in the pool area.
- 6.2 Only adults 21 years and over are permitted in the nightclub and recreation hall after 9:30pm on weekends.
- 6.3 Children under the age of 16 are permitted to use the whirlpool or sauna during weekdays,

use the whirlpool or sauna at all. Children under the age of 18 are not allowed in the Conversation Pool.

6.4 Children under the age of 18 will not be permitted in Flashers or pool area after 11:00 p.m. Sunday thru Thursday. On weekends and holidays, children under the age of 18 are not permitted in the pool area after 11:00 p.m. If the nightclub is held at the pool area, then children will not be permitted in the pool area after 9:30 p.m.

7. Pets

- 7.1 Members are responsible for the care and conduct of their pet(s). Dogs who bark continuously will not be tolerated. Dogs, when outdoors, must be leashed or corralled. Please clean up after your pets. If you are walking or running your dog, please take appropriate clean up materials with you. Pets may not be "walked" in areas usually populated by our members and guests, such as the pool area, recreation hall area, transient cottage and motel areas and camping areas, volleyball court, tennis court, and dining room area. Litters of cats, dogs, etc. may not remain on resort premises without permission of management. No undomesticated animals will be allowed without express permission from management.
- 7.2 Members must not abandon any pet on the grounds.

8. General

- 8.1 Payment of all charges will be automatically paid with the credit card on file on the first (1st) day of each month, unless otherwise specified by member and agreed to by management. This will include restaurant, bars, nightclub, and any other fees charged on account. Management will consider all unpaid bills for membership or other charges, to be cause for suspension or cancellation of memberships and/or collection action.
- 8.2 Any person responsible for damages caused by willful destruction of property will be charged costs and is subject to cancellation of membership and prosecution.
- 8.3 Sunny Rest Resort will not permit on its premises peddling, soliciting, raffle selling or any form of commercial private enterprise without prior written consent.
- 8.4 Management reserves the right to restrict property transfers such as manufactured homes and/or trailers to members in good standing. A potential purchaser of a manufactured home, trailer, camper, RV, etc., must qualify for entry into Sunny Rest Resort according to the Resort Policies and Guidelines, and must be approved in writing. Applications for membership are available in the office. Permanent residents and seasonal guests may request to move to another site. All current site fees will apply to the new location.

divide any site, mobile home, trailer, cottage or other personal property, intending the same to continue its location on Sunny Rest premises, without the prior written approval of management. Members intending to purchase are responsible for ensuring that this approval has been granted before completing the sale.

- 8.5 Franklin Township requires a Moving Permit, in advance, to move a manufactured home from or to Sunny Rest. Sunny Rest Resort will hold manufactured home residents liable for damages to Sunny Rest Resort property during moves. Manufactured homes older than ten years will not be acceptable for entry into Sunny Rest Resort. Manufactured homes or travel trailers older than 10 years may not be moved to other sites in Sunny Rest Resort. All used homes must be approved by management before being moved into Sunny Rest Resort.
- 8.6 Members shall obtain management approval in advance for any notice to be posted on resort bulletin board(s).
- 8.7 Management does not permit picture taking without permission of management and the subject(s).
- 8.8 Management conducts all formal business at the Office. Other tentative arrangements with Sunny Rest Resort employees will not be binding.
- 8.9 Guns, BB guns, pellet guns, air rifles or any type of weapon (including machetes) are prohibited on resort grounds.
- 8.10 Sunny Rest Resort is a clothing-optional nudist resort. We dress and undress for comfort. Nudity is accepted and encouraged throughout the resort, and is required in the pool, the whirlpool and the sauna. You may adjust at your own pace, letting the weather and comfort be your guide. Bathing suits, shorts, or undergarments will not be permitted in the pool area, hot tub, sauna and other areas designated as such. Management reserves the right to ask members to remove attire or body jewelry that it considers inappropriate. Clothing may be worn in the nightclub.
- 8.11 Reserving lounges belonging to Sunny Rest Resort at poolside before 8:00 a.m. will not be permitted. Towels or other articles placed on lounges that are intended to be reserved for future use during the day and are not occupied for a period of one hour or more will be removed by management.
- 8.12 Mesher Inc., owners and operators of Sunny Rest Resort, shall not be liable for any damages

to personal property or injury which may be sustained by any member or any other person as a consequence of the failure, breakage, leakage, or obstructions of the water, sewer, waste or soil pipes, or the electrical, gas or oil systems, or by reason of the elements, or resulting from the carelessness, negligence or improper conduct on the part of any other member or other member's agent, guests, licensee invitees, assignees, or attributable to an interference with, interruption or failure, beyond the control of the management or any services to be furnished or supplied by Sunny Rest Resort.

Members are urged to obtain the necessary insurance against these contingencies.

- 8.13 Management will protect the privacy of Sunny Rest Resort and its guests. We reserve the right to review and prohibit any and all publications or reproductions referring to Sunny Rest Resort, its guests, employees or management.
- 8.14 Memberships, site fees, cabin rentals, and deposits for these fees are non-refundable and non-transferrable. Holiday room and camping deposits are also non-refundable.

The tear-off statement printed below is an Acknowledgement from our members that our Policies & Guidelines printed herein have been read by each seasonal member and that they have made themselves familiar with the contents. Your signature(s) will be verification that you have read these Policies & Guidelines and intend to comply with them.

Date Received		
		·
	Tear	Here
	(must be signed	d in the office)
	SUNNY RES	ST RESORT
	POLICIES AND	GUIDELINES
I, (we)	and	
Have read all of the fo		l set forth in this booklet. It is my (our)
Date	Signature	
Date	Signature	
Witnessed by		date