



# Cedar Creek Lake RV & Mobile Home Park, Inc.

## Month-To-Month Standard Guest Agreement For Recreational Vehicle Guests

Guests who are listed on this application agree to rent the space in Cedar Creek Lake RV & Mobile Home Park, Inc. located at 419 Hillside Blvd. Gun Barrel City, Texas 75156, hereinafter referred to as "**THE PARK**", according to the terms and conditions set forth in this agreement. *All prices subject to change without notice.*

**TERM:** This Rental Agreement shall establish a one year tenancy for THE PARK Guests. Guest acknowledges and agrees that he or she will vacate the space which is the subject of this Agreement no later than giving THE PARK thirty (30) day notice to vacate or THE PARK gives Guest thirty (30) days' notice to vacate or ten (10) days to vacate if the Guest violates any covenants, rules or regulations heretofore in this document and/or THE PARK Rules & Regulations attached Exhibit A. In case the Guest exceeds one year without a renewal of this lease, he/she agrees to pay an extra \$90 per day plus electricity and water. If the Guest does not vacate the space and The Park after three (3) days, he/she agrees to accept disconnection of electricity and water by THE PARK. THE PARK, and agrees to pay extra legal fees, towing fees, and so on, related to eviction of the Guest. These actions are indispensable measures to comply with Henderson County or State of Texas regulations.

**RENT:** Your monthly rent is currently **\$495 for Mobile Homes, \$295 for Tiny Homes and \$295 for RV's**. Guest(s) shall pay rent in full on the **FIRST** (1<sup>st</sup>) day of each month, commencing on the start of the term of this Rental Agreement. The rent and all other charges must be paid without deduction or offset and in advance on the **First** day of each month. A late charge may be assessed by management in the amount of **\$10/Day** whenever rent is paid more than three (3) days after it is due. A check return charge may be assessed by management in the amount of **\$35.00** whenever a check for rent or any other charge is returned unpaid from a bank or financial institution.

All rent and utility charges due and owing herein shall be made payable to: Cedar Creek Lake RV & Mobile Home Park, Inc. by check or money order and be delivered either personally to The Park Manager Max Rogers at THE PARK **817-308-2226** or by U.S. Mail to THE PARK office at the following address: 3500 Oak Lawn Avenue, Suite 325 Dallas, State TX Zip 75219. If rent payment is to be made personally, THE PARK Office is usually open from **9 A.M. to 6 P.M.** The monthly rent is not refundable when the Guest leaves any time before the final day of the month.

**RENT INCREASES:** Notices of rent increases during the term of this Agreement will be in accordance with the terms and conditions of any law in effect, but no rent increase shall take effect less than thirty (30) days from the date of written, text, email notice from THE PARK.

**UTILITIES AND OTHER CHARGES:** Included in the rent are the monthly charges for:

**WATER & SEWER:** These costs are Paid by THE PARK up to \$35/Month – Water and Sewer costs and service is very expensive with East Cedar Creek Lake Water District (a Monopoly) so please use your water sparingly, **QUICKLY REPAIR ALL LEAKS** to avoid a sur-charge on your rent and the rent of other neighbors. Because we do not individually meter each Guests use, if the water bill exceeds \$35 per month per Guest collectively then the water bill in excess of \$35 per Guest will be prorated among all of the Guests in the park. If water exceeds the \$35 per month, Waivers (release of additional costs) will be considered on a case by case basis based on your occupancy, etc with management making the final decision as to such waiver.

**CALL AND TEXT MANAGEMENT IMMEDIATELY (817-308-2226) AND THE PARK OWNERSHIP (903-502-4009) OF ANY LARGE LEAKS YOU DETECT ON THE PREMISES AND IMEDIAELY SHUT OFF THE WATER MAIN AT THE ENTRANCE OF THE PARK WITH A CRESCENT WRENCH OR PLYERS UNTIL A PLUMBER OR SKILLED GUEST CAN REPAIR THE LEAK.**



Electricity / Sub-metered and Paid by the Guest at the current contract rate with The Park provider. If the site is not sub-metered then the management will estimate Guest's usage to be paid with the monthly rent.

In addition, the following services or other charges will be billed by THE PARK to the Guest(s) on a monthly basis:  
Pets One Pet Maximum – Aggressive animals are NOT permitted such as Pit Bulls.

**SECURITY DEPOSIT:** Guest(s) shall pay the amount of \$125 for Electricity and for security, rental, water & sewer, which shall be refunded upon termination of the Guest(s)'s tenancy in THE PARK to the extent that the amount is not necessary to remedy the Guest(s)'s default in the performance of this Rental Agreement and/or to repair damages to the space or THE PARK caused by the Guest(s), not including ordinary wear and tear. The Guest's RV damages caused by natural disaster (flood, earthquake, draught, strong wind, etc.), and theft shall be covered by the Guest's own RV Guest insurance.

**THE PARK RULES - See Exhibit A:** THE PARK Rules are incorporated herein by reference as though fully set forth at this point. Guest(s) agrees to comply with all THE PARK rules that now exist as such additional rules as may be promulgated by THE PARK from time to time.

**CHANGES IN RULES, STANDARDS OF MAINTENANCE, SERVICES, and EQUIPMENT OR PHYSICAL IMPROVEMENTS:**  
THE PARK's rules and regulations, standards of maintenance of physical improvements in THE PARK, together with services (including utilities), equipment and physical improvements within THE PARK may be changed from time to times as provided by any law then in effect.

**ENTRY UPON RESIDENT'S SPACE:** THE PARK shall have a right of entry upon the land on which a recreational vehicle is situated for maintenance of utilities, maintenance of premises if the occupant fails to do so, and the protection of THE PARK at any reasonable time. However, such entry shall not be in a manner at a time which would interfere with the occupant's quiet enjoyment. THE PARK may enter a recreational vehicle without the prior written consent of the occupant in the case of an emergency or when the occupant has abandoned the recreational vehicle.

**TERMINATION OF RENTAL AGREEMENT BY GUEST:** Guest(s) understands that this Rental Agreement will remain in effect and Guest(s) will be liable to pay rent as set forth in this Agreement whether or not the Guest(s) occupies the space or maintains a recreational vehicles at the space for the term of this Rental Agreement, unless the Guest(s) sells the recreational vehicles to a purchaser who is approved by THE PARK and who executes a new Rental Agreement or unless the Guest(s) removes the recreational vehicles from THE PARK.

**RENTING OR SUBLETTING:** Guest(s) shall not sublease or otherwise rent all or any portion of Guest(s) recreational vehicle or the premises. Guest(s) shall not assign or encumber his or her interest in this Rental Agreement or the premises. No consent to any assignment, encumbrance, sublease or other renting shall constitute a further waiver of the provisions of the paragraph. If Guest(s) consist of more than one person, a purported assignment, voluntary, involuntary, or by operation of law, from one person to the other shall be deemed an assignment with the meaning of this paragraph.

**PETS:** Special Permission to keep a house pet in THE PARK must be obtained from THE PARK Management. A house pet is defined as a pet that spends its primary existence within the RV. THE PARK Management reserves the right to deny a Resident a pet if a proposed pet would pose a threat to the health and safety of Residents of THE PARK. The Pet Rules are incorporated herein by reference as though fully set forth at this point. Guest(s) agrees to comply with all Pet Rules that now exist and such additional Rules as may be promulgated by THE PARK from time to time.



### **CANCELLATION POLICY**

To guarantee your RV site, a deposit equal to at least your first night will be charged to your credit card at the time you make your reservation. Make your online reservations anytime. You'll receive a confirmation email from The Park once you complete your reservation.

- **Need to Cancel?** If you need to cancel your reservation, please call us before the deadlines listed below to receive your deposit refund, minus a \$10 cancellation fee. Text and email notifications of cancellations are not acceptable.
- **RV Sites:** 48 hours cancellation notice is required. Notify you by 4 p.m. two days before your scheduled arrival.
- **Reservations made after these deadlines** require nonrefundable deposits. Cancellations made after deadlines will result in forfeiture of all deposits.
- **Holidays or special events for group:** Minimum 30% deposit is required. No refund for cancellation.
- **Month to Month RV:** No refund for cancellation any reasons

**USE PROHIBITED:** The recreational vehicle and premises shall be used only for private residential purposes and no business or commercial activity of any nature shall be conducted thereon.

**WAIVER:** The waiver by THE PARK or, of the failure of THE PARK to take action in any respect because of any breach of a term, covenant or condition contained herein of the violation of a THE PARK Rule or Regulation shall not be waiver of that term or rule. The subsequent acceptance of rent by THE PARK shall not be a waiver of any preceding breach of this Rental Agreement by the Guest(s) or any violation of THE PARK Rules or failure of Guest(s) to pay any particular rent, regardless of THE PARK's knowledge of the preceding breach or violation of THE PARK Rules or Regulations or failure to pay rent.

**ATTORNEY'S FEES AND COSTS:** In any action arising out of Guest(s)'s tenancy or this Agreement the prevailing party shall be entitled to reasonable attorney's fees and costs. A party shall be deemed a prevailing party if the judgement is rendered in his or her favor or where the litigation is dismissed in his or her favor prior to or during the trial, unless the parties otherwise agree in the settlement or compromise.

**INTERPRETATION:** Each provision of this agreement is separate, distinct and individually enforceable. In the event any provision is declared to be unlawful or unenforceable, the validity of all provisions shall not be affected. **EFFECT ON THIS**

**AGREEMENT:** Guest agrees that this Rental Agreement along with **Exhibit A** contains the entire Agreement between the parties regarding the rental of space within THE PARK. All prior contracts, prior sale contract, negotiations or stipulations concerning this matter which preceded or accompanied the execution of this Agreement are conclusively deemed to have been superseded by this written Agreement. This Agreement completely supersedes any prior Agreement or contract of sale of the parties, whether in writing or oral.

**SUCCESSORS AND ASSIGNS:** This Agreement and each and all of its terms, provisions, covenants, conditions, rights and obligations shall be binding upon the time and insure the benefit of the parties hereto and their respective successors, assigns, heirs, executors, and administrators.

**ALTERATION OF THIS AGREEMENT:** This Agreement may be altered by Guest only by written agreement signed by both of the parties or by operation of law. This Agreement may be altered by owner by written agreement, by operation of law or in any manner provided by the Recreational Vehicle THE PARK Occupancy Law or other applicable law.

**ACKNOWLEDGMENT:** Guest(s) acknowledges that he and/or she have read, understood and received copies of this Rental Agreement, together with a copy of THE PARK Rules and Regulations, and further that he and/or she have read and understand each of these documents. Guest(s) understands that by executing this Rental Agreement, he and/or she will be



bound by the terms and conditions thereof.

**RV Liability & Properties Insurance:** Guests are strongly encouraged to provide insurance for Guest’s personal property including their RV, Cars, flood, fire, theft, wind damage, falling trees, etc. The Landlord does not provide this insurance. RV/Car Damage by tree breakage, flood, fire, theft, or other causes.

Agreed to this \_\_\_\_\_ day, of \_\_\_\_\_, 2019,

Site/Lot #: \_\_\_\_\_

Guest Signature \_\_\_\_\_ Guest Signature \_\_\_\_\_

Date: April 1, 2019

Date: April 1, 2019

**Any Park Emergency, Situation, Concern or Violation of Park Rules & Regulations please Call AND Text Randall R. Turner at 903-502-4009 and the Manager: Max Rogers at 817-308-2226.**

## Cedar Creek Lake RV & Mobile Home Park RULES AND REGULATIONS Exhibit A

**THE MANAGEMENT ASSUMES NO RESPONSIBILITY FOR ACCIDENTS, INJURIES OR LOSS FROM ANY CAUSE. GENERAL:** Cedar Creek Lake RV & Mobile Home Park (Herein after referred to at **The Park**) will not tolerate any onerous, harassment, noxious or offensive activity of any sort, in any form including texts or emails that could interrupt and /or adversely affect the enjoyment of other parties utilizing our facilities, management or ownership of The Park. In the event of such onerous, noxious or offensive activity, in the judgment of management, the parties responsible for such activities will be required to leave The Park immediately, without a refund.

**INDEMNITY AND WAIVER OF LIABILITY;** Customer shall indemnify and hold The Park and their owners, employees, agents, members, partners, officers, directors, representatives, successors or assigns (collectively, the “Parties”) harmless from and against any and all claims, demands, costs and expenses, including reasonable attorney’s fees, arising from any and all damages or injuries caused by fire, water, wind, civil strife, or acts of God, owner and / or customer actions or inactions ( or those of their employees, agents, or invitees), or any other related to Customer’s use, or occupation of the RV site.

**ACCORDING TO TEXAS PENAL CODE SECTION 31:04 (b):** any guest (s) who leaves without paying for site service or who refuses to pay for site service when due is subject to criminal prosecution. We are providing service hook-ups for your RV. We require full payment in advance and will prosecute any violations under the “THEFT OF SERVICES LAW”. DEPOSIT AND



**FUTURE ENTRANCE SECURITY GATE:** You are not allowed to give out the gate code to non-staying guests. If someone is coming to visit you, you shall have them call you when they get to the gate and you need to walk up and punch in your gate code for them to gain access, violation to this rule is grounds for immediate termination of stay for any guest. Each occupied site will have their own gate code. Upon check-out the gate code will be deleted. If the electricity should go out at The Park the key pad will not work as soon as The Park management is notified we will block the gate open until the electricity comes back on.

**MAX OCCUPANCY:** RV Site Rates are based on 4 people occupancy. Additional costs:

**VISITING GUESTS:** All Visitors must notify the office at The Park and sign required documents.

**NOTE:** The maximum occupancy is highly monitored. Any party exceeding the maximum occupancy or having more people than what your reservation indicates is reason for eviction without reimbursement of site fee and deposits.

**LICENSEE OF OWNER** - RV Site user acknowledges and understands that he/she is a licensee of the Owner and not a Guest; and that he/she is not acquiring any interest in the property.

**INSPECTIONS:** The Park inspects each RV site upon departure. Although we do not expect damages or theft, it sometimes occurs. We know there will not be any, but if damages (other than ordinary wear and tear) are found, any cleaning, and /or trash removal deemed excessive by the property owner, or the cleaning service, price is assessed and charged to the RV site user credit card on file or deducted from the deposit.

**INCLEMENT WEATHER:** During the cold spells, Please wrap your water lines to help prevent water hose breakages and loss of water to your RV site.

**GUESTS:** RV Site User is responsible for their own proper conduct and that of all visiting guests, including the responsibility for understanding and observing all policies and rules. All visiting guests must sign in at the office before going to RV site. We have "NO TRESPASSING" signs on the property and at the entrance of the gate.

**SAFETY:** Safety and security is the sole responsibility of the RV site users. Cedar Creek Lake RV & Mobile Home Park and their owners, employees, agents, members, partners, officers, directors, representatives, successors or assigns assumes no responsibility or liability for the safety or security, or for injury caused by other persons. RV site users must immediately notify the Management, for any unsafe or security issues. RV site users shall not store any combustibles on premises. Nudity, profanity, and excessive noise will result in eviction without refund.

**INSURANCE:** RV Site users acknowledge that Cedar Creek Lake RV & Mobile Home Park insurance does not cover personal property damage caused by fire, theft, rain, war, acts of God, acts of others, and/or any other causes, nor shall Cedar Creek Lake RV & Mobile Home Park and their owners, employees, agents, members, partners, officers, directors, representatives, successors or assigns be held liable for such losses. RV site users are hereby advised to obtain their own insurance policy to cover any personal losses.

**ACTS OF GOD:** Guest (s) acknowledges and understands that Cedar Creek Lake RV & Mobile Home Park and their owners, employees, agents, members, partners, officers, directors, representatives, successors or assigns are not responsible for including but not limited to; Acts of God, acts of government agencies, fire, strikes, war, road maintenance, heights of rivers, creeks, lakes, or ponds, and inclement weather. NO REFUNDS will be offered.

**Legally Binding/Attorney fees/Indemnification and Hold harmless** RV site users agree to abide by this agreement and understand that it is legally binding. All parties agree that in event of a dispute that the agreement will be interpreted in accordance with Texas Law. RV Site user shall be responsible for attorney fees and costs of owner and/or owner's agent incurred an arising out of any breach of this agreement by RV Site User, RV Site User's Guests. RV Site user agrees to indemnify and hold harmless The Park and their owners, employees, agents, members,, partners, officers, directors, representatives, successors or assigns from and against any and all liability for any claim for personal injury, property damage, intangible damages, advertising injury, discrimination, or any other cause of action in tort, contract or equity arising out of the acts or omissions of RV Site user, RV Site user's Guests.

**The Park Decorum:**

**Common Areas:** All persons are expected to maintain the Common Area facilities in a clean, neat and orderly manner. Use of the Common Areas is a privilege. The privilege is subject to revocation if misused or abused.



**Smoking:** Smoking is not permitted in any Cedar Creek Lake RV & Mobile Home Park buildings. All cigarette butts shall be completely extinguished and discarded respectfully.

**Disorderly Behavior:** Abusive or threatening behavior, harassing texts or emails, excessive foul language, malicious gossip, and defacing or vandalizing The Park property, withholding any person's mail is not allowed. Participation in any of the aforementioned activities may cause revocation or eviction from The Park.

**General: Rents and Charges:** Monthly RV Site Users and Overnighters shall pay rent to The Park for a RV site, Electricity, plus applicable taxes, in advance, on or before the 1st day of occupancy of the RV space. Site Fees and Charges shall be payable in lawful money of the United States to The Management office. A. In the event, RV Site user fails to make full payment towards site fees, utility charge or other fees by 5pm on the due date, then RV Site user or Overnighter shall incur a late charge in the amount of \$10 first day, \$10 for the second and third day. If full payment is not paid by the third day by 5:00pm, RV Site user's electricity will be turned off, you will be notified to vacate. If you do not quit and deliver up peaceful possession of the premises you now hold, the RV Park can legally tow and impound your RV.

**Monthly RV Site Exit Notice:** Required 30 days written notice before you leave The Park.

**Guests:** Guests and Visitors must register their vehicles at the Office. There may be an additional charge for Guests and those persons who use The Park facilities.

**Delivery Services:** Deliveries made to RV Site users, Overnighters, Guests and Visitors shall not be received or accepted by The Park Management. The Park Management does not accept responsibility for refused items. All Deliveries must be made directly to the RV site of the recipient if it does not have a site # on the address it will be returned to sender NO EXCEPTIONS. When guest leave the property we will not forward mail to you, we are not a mail service

**Posted Rules:** Special rules posted in specific areas of The Park are incorporated in, and are made a part of, these Rules and Regulations and are to be followed and adhered to as such.

**Emergencies:** Dial 911 and notify Management for all fire, police and medical emergencies.

**Solicitation:** Soliciting any kind is strictly prohibited within The Park Exceptions may be granted by The Park Management.

**RV Site users Vehicles:**

**Approved:** All RV Site User Vehicles must be approved before being placed in The Park. All Vehicles are subject to inspection and are accepted on the basis of length, age, appearance and condition. Vehicles over ten (10) years in age will not be accepted unless an exemption from The Park Management is obtained based on the overall appearance of the Vehicle. Only One or Two vehicles per site is permitted. One vehicle must be parked at each site and not in the overflow parking. Recreational Vehicle. A Recreational Vehicles shall:

- A. Be self-contained and equipped with an approved sewer trap and vent;
- B. Have suitable utility connections (including a screw-type sewer adapter and hose) for external hook-up;
- C. Meet all federal, state, county and city requirements and RV codes.

**Prohibited Vehicles:**

- A. CONVERTED SCHOOL BUSES OR TRUCKS;
- B. Vehicles in need of mechanical repairs (e.g. oil leaks, excessive exhaust, etc.);
- C. Pickup camper not secured to the bed of a pickup;
- D. Any other vehicle, which in the opinion of The Park Management detracts from the intent, purpose or general appearance of The Park.

**Hook-ups.** All hook-ups shall be properly made to the receptacles provided on each site in accordance with regulations or manufacture's specifications.

**Prohibited Lines and Ropes.** Connecting of lines, clotheslines, wires or ropes between vehicles, water risers, electrical pedestals, trees, landscape items or vent pipes are prohibited.

**Wheel Covers.** Wheel covers used on Recreational Vehicles must be aesthetically pleasing and are subject to approval by The Park Management.

**Prohibited Uses.** It is prohibited to:

- A. Drive or park any vehicle on the grass (Buried utility facilities could be damaged, and sprinkler heads). Drive your



vehicle through any unused site.

B. Do not park your vehicle in another RV site or you will be charged for the site.

**Damages:** Any damages to common areas and facilities, landscaping, utility facilities or connections caused by a RV Site user, Overnighter, Guest or Visitor shall be the financial responsibility of the RV Site User or Overnighter.

### **Transportation Vehicles and Parking**

**Passenger Cars:** Only passenger cars, including passenger vans, motorcycles, pick-up trucks or a golf cart may be parked on any RV space. One vehicle must be parked at each site and not in the overflow parking, (some of the premium sites allow for 2 vehicles to be parked at the site). No vehicles shall be parked so that any portion of the vehicle encroaches onto the street/driveway. Conversion Vans and truck-mounted Campers, not used as a residence, are considered passenger vehicles. If these vehicles are the only means of Transportation of the RV Site User, approval to park on the RV space must be obtained from The Park Management.

**Overflow Parking:** Is only used for your second vehicle or for visitors.

**Guest Parking:** The preferred location is at the RV site the guest is visiting. If this is not possible or practical, Guest will need to park in overflow parking.

**Prohibited Vehicles:** Vehicles prohibited from being parked or stored on any lot RV space, or overflow parking include:

- A. Cargo, utility and golf cart trailers except by permission from management;
- B. Boats and boat trailers except by permission from management;
- C. Car dollies
- D. Any vehicle that detracts from the intent, purpose or general appearance of The Park.

### **Vehicles and Traffic**

**Speed Limit:** A speed limit of five (5) miles per hour on all roads inside The Park. The speed limit is set purposely low to insure the safety of all persons in The Park.

**Right-of -Way:** Drivers, bicycle operators and pedestrians are urged to use extreme caution at all times to prevent accidents. The following right-of-way rules apply in The Park;

- A. Drivers of motor vehicles and golf carts shall yield the right of way to pedestrians and bicycle operators.
- B. Bicycle operators shall yield the right of way to pedestrians.

C. All motor vehicles, golf carts and bicycles must use the right side of the roads. NO ONE SHOULD ASSUME THEY HAVE THE RIGHT OF WAY. ONE MUST YIELD TO ANOTHER. ALWAYS PROCEED WITH CAUTION, OBEY ALL SPEED LIMITS AND TRAFFIC CONTROL SIGNS.

**Repairs:** Repairing vehicles on RV spaces, roads, driveways or common areas is prohibited. A repair service or tow truck may be called to move your disabled vehicle to a place of repair, no repairs may be made on site. NO HOSE WASHING OF VEHICLES IS PERMITTED.

**Motorcycles/off-road vehicles:** Motorcycles are to be parked in RV Site not on the concrete patio. ATV's, four-wheelers, go-carts, dirt bikes, uninsured golf carts etc. are NOT permitted on the property except for maintenance employees of The Park, used in the duties of their The Park jobs. Any party breaking this rule is reason for eviction without reimbursement of rents and deposits.

**Covered Parking:** Temporary shade structures for parking are prohibited.

**Pets:** Monthly RV renter's pet fees may apply.

**Pet Limit:** dogs and cats are permitted, but limited to no more than one (1) pets per RV site

**Excluded Pets:** Breeds not allowed at The Park are, Pit Bulls, Dobermans, and pets that present a danger or a nuisance to other people or pets.

**Droppings:** All "droppings" must be picked up and properly disposed of by the pet owner in the owner's garbage or The Park dumpsters.

**Pet Control:** Pets shall be on leashes (electronic collars are acceptable leashes) at all times except down by the water you can remove the leash and let the dogs run and swim in the water, as long as they are non-aggressive towards other dogs.



Pets are not allowed in any common building or common areas. Pets must never be left unattended in The Park (including the RV site users Vehicle, RV site or) for any length of time. If a pet is tethered on the RV site, it must be tethered on the space so as to be unable to reach the boundary line of the space.

**Pet Pens:** No pet pens, permanent, portable, temporary, travel-type cages, or doghouses are permitted on the exterior of any RV Site unless approved by The Park Management.

**Mail:** Cedar Creek Lake RV & Mobile Home Park (The Park) mailing address is a registered address and the address should not be used by another company. Per The Park Rules, (The Operation of a business on the RV Site or on the Property is prohibited, especially using The Park address under another company name). The Park will not deliver company mail and the mail will be returned back to the mail service (NOT AT THIS LOCATION, WRONG ADDRESS). (419 Hillside Blvd, Gun Barrel City, Texas, 75156)

**RV Space Maintenance:** Maintenance of the RV space and Recreational Vehicles, including all improvements and appurtenances, are the responsibility of the RV site user.

**Privacy:** Please respect your neighbor's right to privacy by using the streets, driveways and designated paths when walking through The Park, rather than crossing through a neighbor's RV space.

**Storage:** Patio, decks and the un-skirted space under the Recreational Vehicle are not to be used for storage as this detracts from the appearance of The Park. Storing flammable liquids in or around the Recreational Vehicle is not allowed.

**Signs:** Signs on individual RV Spaces are prohibited with the exception of the RV Site User name and space #. Bulletin board located in the Laundry room allows you to place a 3 X 5 index card advertising items For Sale. You are not allowed to advertise items for sale and have non registered guests enter The Park. If you are selling something on Craigslist or something similar you will need to meet them off property, NO EXCEPTIONS!

**Exterior Speakers:** No loud or shrill exterior speaker, horn, whistle, bell or other sound device shall be located, used or placed within The Park.

**Clotheslines:** No clotheslines are permitted on any space or the exterior of the RV. No garments, rugs, laundry or similar articles may be hung or suspended from the windows or outside of the Recreational Vehicle.

**Washing Machines:** Clothes washing machines in Recreational Vehicle and Appurtenances are not permitted unless prior approval and additional fee is obtained.

**Window Screening Materials:** No aluminum foil, bed sheets, cardboard, tarpaulins, newspaper, blankets or other covering negatively affecting the exterior appearance of any RV shall be permitted.

**Contractor Insurance.** Off-Site vendors doing business within The Park are required to have a certificate of proof of liability insurance and Worker's Comp Insurance. Anyone not in compliance shall be prohibited from entering The Park. It is the responsibility of the RV Site user to ensure compliance before scheduling an appointment.

**Lighting:** No spotlights, floodlights, or high intensity lighting may be installed on any RV Space.

**Nuisance:** No person may pursue any business, hobby or other activity within The Park, which may in any way create a nuisance or cause a disturbance to others that will obstruct or interfere with the right of others to use or enjoy the Common Areas or their respective RV space (s). A person's activity may not in any way be harmful, dangerous or usage to the health, safety or welfare of any person or property within The Park as determined by The Park Management.

**Campfires:** No campfires are allowed. Grills are allowed only in designated areas and in approved containers. Approval is subject to governmental burn restrictions. Exposed woodpiles are prohibited. Burn material may not be stored in an open area on any RV space. Trenching or digging of holes is not allowed at any time.

**Litter/Waste:** RV site users and Overnighters must maintain their sites litter-free, including cigarette butts. Please bag and tie all garbage and trash before placing it in the dumpsters located in front of The Park. PLEASE BREAK DOWN ALL BOXES BEFORE PLACING IN DUMPSTER, REGARDLESS OF SIZE.

**Utilities:** The Park Management requests the cooperation of all RV Site Users in the conservation of water and electricity. All sewage service is handled through septic systems. Absolutely no chemicals, hazardous products, or foreign objects (such as, feminine sanitary products) may be poured down the drains or flushed down the toilets.

**Barbecues:** Caution must be taken to protect tables and grass from damage. Do not place barbecue grills on picnic tables.





Spent charcoal ashes (properly cooled) must be disposed of in the trash dumpsters located in front of The Park.

**Fencing:** No temporary or permanent fencing of any kind shall be permitted, unless authorized by The Park.

**Enforcement:** The Park shall have the right to enforce any current rule or regulation as listed and/or posted. Any action undertaken to enforce, shall be in accordance with the following procedures:

- A. Direct verbal communication or a written notice hand delivered to the RV Site user or Overnighter from The Park Management. Said notice shall contain the violation and the course of action requested in order to correct the violation. This step shall not be a required step, it may be used as a courtesy to the RV Site user or Overnighter.
- B. In the event the violation is not corrected in a reasonable amount of time after receipt of the courtesy notice (verbal or written) mentioned above, or if The Park management elects to forgo issuance of a courtesy notice; a Non Compliance Notice will be hand delivered to the RV Site user or Overnighter indicating the time frame required for compliance and the date of termination of RV Site if the violation is not corrected, in accordance with Texas statutes.

**I have read and understand the rules and regulations. I certify that I am at least 21 years of age and that I will be held responsible for the care of the property being rented under my name. I accept full responsibility for the damage or extra cleaning charge assessed during or those discovered after departure from the above rental. I authorize these charges to be debited from my credit card or subtracted from my cash security deposit or billed to me.**

Guest Signature \_\_\_\_\_ Guest Signature \_\_\_\_\_  
Date: April 1, 2019 Date: \_\_\_\_\_

**Legally Binding/Attorney fees/Indemnification and Hold harmless**

RV Site user agrees to abide by this agreement and understands that it is legally binding. All parties agree that in event of a dispute that the agreement will be interpreted in accordance with Texas law. RV site user shall be responsible for attorney fees and costs of owner and /or owner’s agent incurred and arising out of any breach of this agreement by, RV site user, RV site user visitors/guests agree to indemnify and hold harmless the owner, owners agents, owners employee’s owner’s managers, and owner’s agent’s employees from and against any and all liability for any claim for personal injury, property damage, intangible damages, advertising injury, discrimination, or any other cause of action in tort, contract or equity arising out the acts or omissions of RV Site user, RV Site users visitor / guests. I have read and understand the rules and regulations. I certify that I am at least 21 years of age and that I will be held responsible for the care of the property being rented under my name. I accept full responsibility for the damage or extra cleaning charge assessed during or those discovered after departure from the above rental. I authorize these charges to be debited from my credit card or subtracted from my cash security deposit. We are pleased to have you as our guest. We hope you have an enjoyable and relaxing experience while at The Park.

Guest Signature \_\_\_\_\_ Guest Signature \_\_\_\_\_  
Date: \_\_\_\_\_ Date: \_\_\_\_\_