



By the Bay RV Park
1079 Fisherman Drive North
Crystal Beach TX 77650
409-939-3842
281-610-4625

This rental agreement is made on the _____ day of _____ 202_ between (Lessee)_____ and By the Bay RV Park (Lessor), with its principal office located at 1079 Fisherman's Drive North Crystal Beach TX 77650, referred to herein as Lessor, and (Lessee-Guest) referred to herein as Lessee. A \$100.00 deposit is required for the lease to be valid. A \$50.00 handling fee will be kept on all canceled reservations.

Lessor leases to Lessee and Lessee leases from Lessor, for the term of this agreement, RV Spot #_____ of the By the Bay RV Park and being hereafter referred to as RV Spot (whether one or more), and pursuant to the following terms and conditions:

Rent: THIS IS A MONTH-TO-MONTH LEASE or WEEKLY or DAILY

PLEASE MAKE CHECKS PAYABLE TO: MSS LLC
THANK YOU

IF THERE ARE NO CHANGES TO THIS AGREEMENT AND TENANT OR OWNER DOES NOT EXERCISE THE RIGHT TO TERMINATE, THIS AGREEMENT WILL RENEW FOR AN ADDITIONAL MONTH AS SIGNED.

Lessee agrees to pay as rental \$750/month or \$400/week or \$100/day for RV spot(s)_____ beginning_____/202_ payable without demand, either by credit card or cash on the 1st of each month **A \$50.00 late charge will apply after the 5TH of each month and an additional \$25.00 after the 10th of THE CURRENT MONTH. Only one A/C unit is included in the all bills paid. Any extra A/C units will be charged a monthly fee of \$25.00 per unit. Weekends \$10 and week \$15**

Deposit: \$ 100.00 refundable deposit if all covenants of this agreement are complied with, and a 15-day written notice to vacate is given.

Utilities: Lessor will provide for all water, electricity, and Internet, Extra A/C unit will be charged in monthly bill, (see above).

Assignment and Subletting: Lessee shall not sublet the RV spots, or any part of the Premise, or assign this agreement without Lessor's prior, express, and written consent.

Default: Any failure by Lessee to pay rent or other charges promptly when due or to comply with any other term or condition of this agreement shall, at the option of Lessor, promptly terminate this tenancy and forfeit all deposits and rights of elements excepted. Oil leaks will not be tolerated. \$50.00 fee for cleaning will be deducted from deposit or added to monthly rent, for each event. No long term trailers (utility, boat, box, tandem etc.) will be stored under canopy or in drive at any time. Temporary load and unload for mentioned trailers, 1-2 days is acceptable.

Effect of Holding Over: The parties agree that any holding over by Lessee under this agreement, which means, no occupancy of any space on the premise, at the termination of current lease or eviction without Lessor's written consent, shall be an unapproved tenancy, which may be terminated by Lessor in accordance with applicable law. Hold over begins at 12:01pm the day of departure. A fee of \$100 /day will be assessed at discretion of management.

Indemnification: Lessee shall indemnify, defend, and hold Lessor harmless from any and all claims and damages (including reasonable attorney's fees and costs) arising from Lessee's use of the RV Spot or from any activity permitted by Lessee in or about the RV Spot unless caused by the gross negligence or willful misconduct of Lessor. Lessee shall further indemnify, defend, and hold Lessor harmless from any and all claims and damages (including reasonable attorney's fees and costs) arising from any breach or default in the terms of this agreement or arising from any act, negligence, fault, or omission of Lessee and from and against any and all costs, reasonable attorney's fees, expenses, and liabilities incurred on or about such claim or any action or proceeding brought on such claim. In case any action or proceeding shall be brought against Lessor by reason of any such claim, Lessee, on notice from Lessor, shall defend it at Lessee's expense by counsel approved in writing by Lessor.

Mandatory Arbitration: Any dispute under this agreement shall be required to be resolved by binding arbitration of the parties hereto. If the parties cannot agree on an arbitrator, each party shall select one arbitrator and both arbitrators shall then select a third. The third arbitrator so selected shall arbitrate said dispute. The arbitration shall be governed by the rules of the American Arbitration Association then in force and effect. Lessee under this agreement.

Maintenance and Redelivery of RV Spot: Lessee shall keep and maintain the RV Spot in a clean and sanitary condition at, all times, and on the expiration or earlier termination of the tenancy shall surrender the RV Spot to Lessor in as good condition as when received, ordinary wear and tear and damage by the

Governing Law: This agreement shall be governed by, construed, and enforced in accordance with the laws of the state of Texas.

Waivers: Waiver by Lessor of any breach of any covenant or duty of Lessee under this agreement is not a waiver of a breach of any other covenant or duty of Lessee, or of any subsequent breach of the same covenant or duty.

Counterparts: If this agreement is executed in multiple counterparts, all counterparts taken together constitute this agreement. Copies of signatures to this agreement are effective as original signatures.

Vehicles: RV's must be licensed and street legal at all time.

The Rules supplement are a part of this agreement. Signing this agreement, lessee agrees he/she has read, understands and will comply with all, or lease will be, terminated and tenant evicted, without refund of deposit.

RULES

NO FULL TIME RESIDENTS

NO FOUR WHEELERS

QUIET TIME: 10 p.m. - 7 a.m. Please be considerate of others. Our renters are vacationers. No loud music at any time of the day or night. Remember your good taste in music may not be someone else's. If you have a problem, please call 409-939-3842.

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CHECK-OUT TIME IS 12:00 Noon. Due to previous reservations, if you plan on staying longer, the earlier you re-register, the better your chance of keeping your site.

CHECK-IN TIME-3:00pm-By the Bay RV Park must have a \$100.00 deposit and a valid lease from lessee before entering in park.

POOL RULES:

NO UNATTENDED CHILDREN

POOL IS INVITED GUESTS ONLY

NO GLASS, LOUD MUSIC OR RECKLESS BEHAVIOR

NONE OF THE FOLLOWING ALLOWED OUTSIDE RV

HOT TUB/SWIMMING POOL EXCEPT IN CASE OF SMALL CHILDS POOL THAT IS DRAINED AFTER USE

WOOD BURNING FIREPITS OR ANY UNCOVERED FLAMES

SEWER: Sewer connection – a positive sewer seal at both ends of sewer hose is required. Texas law requires that a sewer hose must be fastened using a connector or a rubber donut.

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CHILDREN: We want the children to be safe & have a good time, but always under the watchful eyes of a parent/guardian. Please use good judgment, **DO NOT LEAVE CHILDREN ALONE AT PARK.** We are not responsible for their safety or welfare. You are liable for their behavior.

COMMON AREA: All grass areas area for the use of patrons, do not leave anything on grassy areas, as this will kill the grass and impede the lawn service. Lawn Service is on Thursday. **DO NOT DIG IN COMMON AREAS,** there are underground wires and sewer lines.

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PETS: Please maintain control of your pets. The limit is for only 2 pets per space, allowed on leash. **Owners OR CARETAKERS OF ANY PET must clean up after their pets. OWNERS OR CARETAKERS OF ANY ANIMAL MUST SHOW PROOF OF CURRENT VACINATIONS REQUIRED BY TEXAS STATE LAW, AND WEAR TAGS WHEN OUTSIDE OF THEIR DWELLING.** Do not leave pets tethered on a leash or chain or in a pen outside overnight or when you are absent. The same rules apply for cats as for dogs. Cats are inside pets only. If outside, they must be on a leash with the owner at all times. These rules are for health reasons as well as respect for others. **NO AGGRESSIVE BREED DOGS ARE ALLOWED IN THE PARK. NO PITBULLS, MANGEMENT HAS THE ULTMATE RIGHT TO DETERMINE AGGRESSIVE BREEDS, NO EXCEPTIONS.**

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TRASH: Dumpster located in the park is for park patrons only. All garbage must be **bagged & tied**, boxes broken down. **DO NOT leave trash outside by your RV,** ABSOLUTELY NO TRASH CANS PERMITTED ON THE PROPERTY OTHER THAN IN THE DESIGNATED COMMUNITY SITE. Cleanliness of the park is important to ALL. Sites are to be kept clean and orderly, as determined by management. If they are in need of attention, please notify the manager. Washing vehicles in the park is prohibited, however; keeping your RV clean and in good repair is required. **Cigarette and cigars butts will not be tolerated on park grounds. Dispose of properly.**

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•**Internet:** Wireless Internet is for our guests. By the Bay RV Park is not responsible for the operations of this Service. **Password: IF YOU GIVE PASSWORD TO OTHERS YOR SERVICE WILL BE DIMINISHED.**

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•**NO FIREWORKS ALLOWED. NO OPEN FIREARMS DISPLAYED.**

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PARKING: Two vehicles only per RV space. Please park parallel to your RV out of the main drives. **DO NOT PARK ON ANY GRASS.** Never block any other tenant's drive. If your vehicle is leaking any type of fluids, please park on road. **A \$50.00 clean up fee, PER OCCURANCE, will be deducted from your deposit or debited from your account, NO EXCEPTIONS.**

ATTACHMENTS: Do not attach any equipment to fences or structure, all personal satellite equipment must remain in your designated space, under canopy.

NO CHEATER BOXES OR PIGTAILS ALLOWED. By the Bay RV Park is not responsible for any electrical components on RV's.

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CONDUCT: Disorderly conduct, drunkenness, illegal drugs, obscene language, obnoxious, disruptive or vulgar behavior will not be tolerated. NO OPEN FLAMES UNDER CANOPY, ALL COOKING OUTDOORS WILL BE COVERED. DO NOT INCONVIENCE YOUR NEIGHBORS, THIS will be reason for immediate eviction without refund.

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LIABILITY: All park facilities and equipment of the park are intended for the convenience of the guests. Any and all persons using the facilities do at THEIR OWN RISK and consent. The park management is NOT RESPONSIBLE for accident due to fire, theft, wind, flood, personal negligence, acts of God or other unfortunate circumstances. The registered guest is financially responsible for all individuals or pets at their site for any/all damage to the park.

These rules are for health, cleanliness, legality and welfare of all.

MANAGEMENT RESERVES THE RIGHT TO EVICT OR REFUSE SERVICE TO ANY PERSON OR PERSONS WHO BREAK OR DISREGARD ANY RULES WITHOUT REFUND.

MANAGEMENT RESERVES THE RIGHT TO REFUSE ANYONE. MANAGEMENT RESERVES THE RIGHT TO MAKE CHANGES TO THE RULES, REGULATIONS AND FEES WHEN NECESSARY.

We know most of you RV guys are the most helpful, honest and kind people in the world with good common sense, needing no written rules as you already honor the welfare and rights of others. These rules are to guide those who do not yet respect the property and rights of others.

Enjoy your stay and do not hesitate to call for any information on the Peninsula. We have a lot of Facebook pages In Crystal Beach. Everything from Beachcombing to Things for Sale. Just look under Bolivar or Crystal Beach. Thank you for staying with us,

Lyn Hailey owner
409 939-3842 or
409-939-3843

I have read and understand the rules and lease

Sign_____

SIGNATURE_____