

Palm Shadows Mobile Home & RV Resort
Management Office
200 North Val Verde Road
Donna TX 78537
956-597-6900



Palm Shadows MH & RV Resort Private Facilities Usage Policy

1. Purpose

This policy outlines the proper use of private facilities within Palm Shadows MH & RV Resort ~ A Valleo Residential Community. The intent is to promote a safe, respectful, and enjoyable environment for all residents and their guests, while addressing the unique needs of a 55+ resort—including responsible consumption of alcohol in designated areas.

2. Scope

This policy applies to all:

- Residents of Palm Shadows MH & RV Resort
 - Guests invited by residents
 - Staff and authorized service providers (where applicable)
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3. Definition of Private Facilities

Facilities covered under this policy include but are not limited to:

- Lounge areas
- Dining and Rec hall
- Kitchen (Rec Hall only)
- Fitness centers and pools
- Game and activity rooms
- Outdoor patios
- Parking areas

4. Access and Use

- **Residents Only:** Facilities are primarily for residents' use.
- **Guests:** Must be accompanied by a resident at all times. Residents are responsible for guest conduct.
- **Access:** Facilities will not be available until the day of the event unless otherwise approved by the Activity Director.
- **Private Events:** Use of common areas for private events must be reserved in advance through the Activity Director.

5. Facility Guidelines

- **Cleanliness:** Please leave facilities clean and orderly. Dispose of trash and recyclables in the community's designated areas.
- **Tables and Furniture:** All tables/furniture must be **wiped down with sanitizer after use** and **returned to their original position** as found upon arrival. This applies after meals, activities, meetings, or personal use.
- **Noise:** Keep noise levels reasonable at all times. Quiet hours are enforced between 10 PM and 7 AM.
- **Behavior:** Respectful behavior is expected. Harassment, inappropriate language, or disruptive actions will not be tolerated.
- **Mobility Considerations:** All areas should remain accessible. Do not block walkways, ramps, or emergency exits.
- **Pets:** Only approved service animals are allowed in shared indoor spaces.

6. Use of Kitchen Facilities (Rec Hall only)

To ensure hygiene and safety for all residents, the following rules apply:

- **Authorized Use Only:** For events or group meals, reservations must be made in advance through the Activity Director. Operations and procedures will be governed by the kitchen manager.
- **Cleanliness & Sanitation:**
 - All countertops, appliances, and surfaces must be cleaned and sanitized after use.

- Dishes, utensils, and cookware must be washed, dried, and put away.
 - Leftover food must be disposed of or taken with you. The community is not responsible for items left behind.
 - **Appliance Use:**
 - Use all appliances (stove, oven, microwave, etc.) as intended.
 - Do not leave appliances unattended while in use.
 - Turn off all appliances and lights after cooking.
 - **Storage:**
 - Do not leave personal food items or containers in the refrigerator or pantry unless approved for short-term event storage.
 - Label all items clearly if part of a reserved event.
 - **Fire Safety:**
 - Know the location of the fire extinguisher and how to use it.
 - Report any smoke, fire, or malfunctioning equipment immediately.
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7. Alcohol Usage

- Alcohol may be served and consumed in designated areas only, such as:
 - Lounge/bar area
 - Rec Hall and dining rooms
 - Outdoor patios (weather permitting)
 - Alcohol service is subject to the resort's license and must comply with local/state laws.
 - No outside alcohol beverage as well as non-alcoholic beverage is permitted. No coolers or beverage cups are permitted. Liquor is permitted in a clear flask. Any liquor in its original bottle will be confiscated. EXCEPTION: If facility is to be used during closed lounge business hours, then outside beverages are permitted.
 - Residents are expected to consume responsibly. Staff may limit or refuse service if safety becomes a concern.
 - Under no circumstances may alcohol be given to minors or non-residents under legal drinking age.
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8. Event Cleanup Requirement

- **Condition After Use:** Facility must be cleaned and restored to original condition *immediately following an event*, unless otherwise approved in writing by the Activity Director.
 - This includes wiping down tables, returning furniture, disposing of trash, cleaning surfaces, and resetting equipment to pre-event configuration.
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9. Reservations and Events

- Reservations for private use of shared facilities must be requested *at least 60 days in advance*.
 - Resort-sponsored events will take priority on the calendar.
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10. Maintenance and Damages

- Report any damage or equipment malfunctions immediately to the Activity Director.
 - Residents are financially responsible for damage caused by themselves or their guests.
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11. Violations and Enforcement

- If, following use of a facility (including events), the required cleanup and restoration—such as wiping down tables and returning furniture to original arrangement—is not performed, a **base fine of \$250** may be imposed to offset cleanup or restoration costs—**subject to additional charges if actual costs exceed that amount**.
 - The intent of this fine is to cover extra cleanup or restaging costs, not to penalize minor oversights.
 - Suspension of further usage
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12. Contact Information

For facility reservations, maintenance issues, or policy questions, please contact:

Activity Director – Deena Byrd

Phone: 956-597-6900, ext. 3

Email: Activities_PalmShadows@valleo-residential.com

13. Acknowledgment and Signature

By signing below, I acknowledge that I have read and understood the **Private Facilities Usage Policy** for Palm Shadows MH & RV Resort. I agree to abide by all rules and procedures outlined in this document, including those related to kitchen use, alcohol consumption, and general facility conduct. I understand that failure to follow these policies may result in suspension of privileges or other appropriate actions.

Resident Name (Printed) _____

Resident Signature _____

Date _____

Date of Event _____

14. Waiver, Release & Indemnification Clause

In consideration of being allowed to access and use the facilities (including kitchen, dining/event spaces, lounge, and outdoor areas) of **Palm Shadows MH & RV Resort**, the undersigned resident and/or guest (together, “User”) agrees as follows:

1. Assumption of Risk

The User acknowledges that entry into and use of resort facilities may involve certain inherent risks, including injury, illness, or property damage — even when no misconduct or negligence occurs.

2. Release and Waiver

To the fullest extent permitted by law, the User **releases, waives, discharges, and covenants not to sue** the Resort, its management, staff, and affiliates (collectively, the “Released Parties”) for any claim—whether for personal injury, property damage, or wrongful death—that arises from, or is related to, use of the facilities, **whether caused by negligence or otherwise**.

3. Indemnification

The User agrees to **indemnify, defend, and hold harmless** the Released Parties from any and all claims, damages, losses, or expenses (including attorneys’ fees) arising from the User’s or their guest’s presence in, or use of, the facilities, even if such claims result in whole or in part from the Released Parties’ negligence.

4. Limitations on Enforceability

This waiver is intended to cover ordinary negligence. The User understands that claims

arising from **gross negligence**, reckless behavior, or intentional misconduct may remain legally valid and enforceable, depending on jurisdiction.

5. **Acknowledgement**

By signing below, the User confirms they have read and understand this Waiver Clause and agree to comply with all facility policies.

Signature Acknowledgement

By signing, I acknowledge that I have received, read, and understand the policy and the Waiver Clause above. I agree to abide by all rules, including cleanup responsibilities and kitchen procedures. I accept personal responsibility for any damage or violations caused by me or my guests.

Resident Name (Printed)

Date

Resident Signature

Date

Resident Signature

Date

Activity Director/Authorized Staff

Date