

RV SITE SERVICES AGREEMENT

PART A: BACKGROUND INFORMATION

Name: _____
 Date(s) Requested for Reservation: _____
 Date of Birth: _____
 Address (not on Campground property): _____
 Phone Number: _____
 Email: _____
 Unit License Plate Number and State: _____
 Unit Type and Size: _____
 Number of Guests for Reservation: _____
 Current Employer: _____
 Employer Address: _____
 Current Supervisor: _____
 Supervisor Phone Number: _____

Please Return with a Copy of Your Drivers' License, and Proof of RV Insurance.

PART B: AGREEMENT

****Please note, this Agreement is not effective until Campground has also signed the Agreement and returned the fully executed version to User.**

1. Parties. This is a site service agreement ("Agreement") between _____ ("Campground") and _____ ("User").

2. RV Site. Campground hereby provides services on Site No. ____ ("RV Site") of Campground's property. Campground has the right upon twenty-four (24) hours' notice to relocate User to a substantially equivalent Site on Campground's property.

3. Term. The term of this Agreement shall commence on the date written below ("Effective Date") and end on: _____ (the "Initial Term"). Unless terminated by either party, after the expiration of the Initial Term, this Agreement shall automatically continue on a (check applicable box):
☐ weekly or ☐ daily basis or ☐ extended stay/monthly

4. Park Rates and Other Charges. User shall pay Campground for use of the RV site:
Weekly: \$ _____ Daily: \$ _____ Extended Stay/Monthly: \$ _____
 This rate shall be paid in advance and without demand beginning on the Effective Date of this Agreement and thereafter: ☐ per week or ☐ per day or ☐ extended stay / monthly. (check applicable box) All payments are due and to be made payable to Campground at the address provided below. The rate for use of the RV Site may be increased by giving advance notice to User. If, on the day after the due date, User has not paid the total amount due under the terms of this Agreement, User will pay Campground interest on the outstanding amount at an annual interest rate of 18%. Campground will not accept partial payments.

5. Electric Utility Included in daily or weekly rate. User shall pay Campground, in Accordance with the extended stay/monthly schedule for payment of the rate checked in Paragraph 4, above, all electrical power charges used by User in connection with the use of the RV Site. This amount is ___/kWh and is calculated by Campground according to TEX. UTIL. CODE § 184.034. The beginning meter reading as of the Effective Date of this Agreement is _____. If, at any time during the term of this Agreement, User becomes delinquent in the payment of electric services, Campground shall withhold electric services until User pays the delinquent amount, pursuant to TEX. UTIL. CODE § 184.036.

6. Rules and Regulations. User and their guests, invitees and all occupants shall comply with the written rules and regulations provided to User. User agrees to comply with all state and federal laws, rules, ordinances, and regulations applicable to Campground's property.

7. Campground's Right to Terminate Agreement. Campground may terminate this Agreement for any or no reason by providing User a notice for User to leave the RV Site ("Agreement Termination Notice"). User agrees to render peaceful possession of the RV Site to Campground within three (3) days of the date provided on the Agreement Termination Notice. The three (3) days' notice shall not be required if termination is the result of an Act of Default (as defined below). Upon User's peaceful surrender of the RV Site to Campground, Campground will refund to User the proportionate amount of any unused amounts previously paid by User to Campground.

8. Early Termination by User. Campground may recover as damages for User's early termination of this Agreement an amount equal to the amount that remains outstanding for the term of this Agreement, subject to Campground filling the site with another User.

9. Default by User. The following acts constitute defaults by User ("Acts of Default"):

- a. Failing to timely pay the RV Site use rate, outlined in Paragraph 4, above, or other lawful charges when due under this Agreement;
- b. Giving false information to Campground;
- c. User, User's guests and/or occupants failing to comply with this Agreement, such as violating provisions of this Agreement or committing serious misconduct or criminal acts;
- d. Remaining on the Property after giving notice of termination and intent to vacate; and/or
- e. Remaining on the Property after Campground gave notice of termination at the end of the term or an Agreement Termination Notice, outlined in Paragraph 7, above.

10. Condition of RV Site. By executing this Agreement, User acknowledges and agrees that the RV Site is in good condition and is adequate for User's use. Upon termination or expiration of this Agreement, User agrees to surrender the RV Site to Campground in a similar, good condition. If User fails to leave the RV Site in good condition, Campground will assess reasonable charges to User for returning the RV Site to good condition.

11. Assignment. User shall not have the right to assign or sublet the RV Site hereunder to any person or persons.

12. Attorneys' Fees. In the event any legal proceedings of any kind are instituted to collect unpaid rates, as outlined in Paragraph 4, above, or electrical charges, Campground may collect from User all reasonable costs and attorneys' fees incurred by Campground in pursuing such action.

13. Waiver. Campground's failure to insist on strict compliance with the terms or conditions of this Agreement shall not be deemed a waiver of that term or condition, nor shall any waiver or relinquishment of any right or power at any one time or times be deemed a waiver or relinquishment of the right or power for all or any other times.

14. Notices. All written notices and communications regarding this Agreement, including notices sent pursuant to TEX. PENAL CODE § 31.04(c), should be sent to the designated undersigned persons at the addresses as set forth below unless notified in writing to the contrary by the receiving party. The notice shall become effective as of the date of mailing by certified mail.

THIS AGREEMENT DOES NOT CREATE A LANDLORD/TENANT RELATIONSHIP.

15. Pets. If Campground allows User to have pets on the property, User is responsible for the pet's behavior, waste, and noise level. User agrees to clean up after his or her pet and to be considerate of other RV park guests. User is liable for any damage or injury caused by his or her pet.

16. Credit Card on File. User will provide Campground with information for a valid credit card to keep on file. The credit card information will be used by Campground in the event that Campground must charge User for cleaning or repairing the RV Site, as outlined in Paragraph 10, above, or if User vacates the RV site without paying Campground the total amount due under this Agreement. If Campground uses the credit card information for the reasons described above, Campground will provide User a statement of account listing the charges at the address noted below.

17. Severability. If any provision of this Agreement is held illegal, void, or unenforceable in a judicial proceeding, such provision shall be severed and shall be inoperative, and the remainder of this Agreement shall remain operative and binding on the parties.

18. NO LIABILITY. TO THE EXTENT PERMITTED BY LAW, USER HEREBY INDEMNIFIES, RELEASES, AND AGREES TO PROTECT AND HOLD HARMLESS CAMPGROUND, ITS OFFICERS, OWNERS, EMPLOYEES, AND AGENTS ("CAMPGROUND PARTIES"), FROM AND AGAINST ALL CLAIMS, CAUSES OF ACTION, AND/OR LIABILITY ARISING OUT OF OR RELATED TO USER'S USE OF THE RV SITE, CAMPGROUND'S PROPERTY, AND/OR ANY CONDITION THEREON, WITHOUT LIMIT AND WITHOUT REGARD TO THE CAUSE OR CAUSES THEREOF OR THE GROSS NEGLIGENCE OF CAMPGROUND PARTIES.

THEFT OF SERVICE AND CRIMINAL TRESPASS

ACCORDING TO TEXAS PENAL CODE SECTION 31.04, a person commits theft of service if, with intent to avoid payment for service that the actor knows is provided only for compensation, the actor intentionally or knowingly secures the performance of the service by agreeing to provide compensation and, after the service is rendered, fails to make full payment after receiving notice demanding payment. "Intent to avoid payment" is presumed if the actor absconded without paying for the service or expressly refused to pay for the service in circumstances where payment is ordinarily made immediately upon rendering of the service, as in recreational vehicle parks. That is, any guest who leaves without paying for site services or who refuses to pay for site services when due may be subject to criminal prosecution. We will prosecute any violations under the "THEFT OF SERVICE LAW."

ACCORDING TO TEXAS PENAL CODE SECTION 30.05, a person commits an offense if the person enters or remains on or in property of another, including a recreational vehicle park, without effective consent and the person had notice that the entry was forbidden, or received notice to depart but failed to do so. That is, any guest who receives notice to leave and refuses to do so may be subject to criminal prosecution. If we ask you to leave, you must vacate Campground's property. We will prosecute any violations under the "CRIMINAL TRESPASS LAW."

20. This Agreement provides User with a revocable license to the property, which may be revoked at any time for any reason.

21. This Agreement becomes effective only when Campground has signed the Agreement and returns it to User.

THIS AGREEMENT DOES NOT CREATE A LANDLORD/TENANT RELATIONSHIP.

Evacuation. Notwithstanding anything herein to the contrary, Campground hereby reserves the right to require User to evacuate the RV Site and/or Campground's property in the event of an emergency or catastrophe, as determined by Campground, or as Campground otherwise determines is necessary for the protection and/or safety of User and/or any other person(s). When notified of any such evacuation by Campground, User hereby agrees to, and to cause User's guests, invitees and occupants to, immediately evacuate from the RV Site and/or Campground's property, as required by Campground, and remain a safe distance from the affected area until Campground notifies User that no further hazards are present and that User is permitted to return. **CAMPGROUND SHALL NOT BE LIABLE TO USER FOR ANY COSTS OR EXPENSES SUSTAINED OR INCURRED BY USER IN THE EXERCISE BY CAMPGROUND OF ITS RIGHTS IN THIS PARAGRAPH AND USER HEREBY WAIVES ANY AND ALL CLAIMS AND/OR CAUSES OF ACTION AGAINST CAMPGROUND FOR DAMAGES BY REASON OF INTERRUPTION OF USER'S USE OF THE RV SITE BECAUSE OF THE EXERCISE BY CAMPGROUND OF ITS RIGHTS IN THIS PARAGRAPH. FURTHERMORE, USER HEREBY EXPRESSLY ASSUMES ANY AND ALL RISKS ASSOCIATED WITH ANY FAILURE BY USER TO COMPLY WITH ANY SUCH REQUIREMENT OF CAMPGROUND, WAIVES ANY AND ALL CLAIMS (INCLUDING, WITHOUT LIMITATION, CLAIMS FOR DEATH, PERSONAL INJURY AND/OR PROPERTY DAMAGE) THAT USER HAS OR MAY HAVE AGAINST ANY OF THE CAMPGROUND PARTIES, AND AGREES TO INDEMNIFY AND HOLD HARMLESS THE CAMPGROUND PARTIES FROM AND AGAINST ANY AND ALL CLAIMS, CAUSES OF ACTION AND/OR LIABILITIES, ARISING OUT OF OR IN CONNECTION WITH THE FAILURE OF USER OR ANY OF ITS GUESTS, INVITEES OR OCCUPANTS TO COMPLY WITH THE PROVISIONS OF THIS PARAGRAPH.** The provisions of

this paragraph shall be binding on User and all of User's heirs, legal representatives, successors and permitted assigns.

The terms and conditions of this Agreement are agreed to and accepted by:

Campground (printed): _____

Signature: _____

Title: _____

Address: _____

Phone: _____

Date: _____

User (printed): _____

Signature: _____

Address (not on Campground property): _____

Phone: _____

Email: _____

General Information

Pets (number, type): _____

Number of People Using Unit: _____

Credit Card No.: _____

CC Expiration Date: _____

CC Security Code: _____

RV Make & Model: _____

RV License Plate No. _____ State: _____

List all other vehicles you will park at RV site.

Make & Model: _____

License Plate No.: _____ State: _____

Make & Model: _____

License Plate No.: _____ State: _____

Insurance Company _____

Policy Number _____

THIS AGREEMENT DOES NOT CREATE A LANDLORD/TENANT RELATIONSHIP.

OPTIONAL NOTICE FOR OPENLY CARRIED HANDGUNS**PART C: OPTIONAL NOTICES****NOTICE FOR OPENLY CARRIED HANDGUNS**

PURSUANT TO SECTION 30.07, PENAL CODE (TRESPASS BY LICENSE HOLDER WITH AN OPENLY CARRIED HANDGUN), A PERSON LICENSED UNDER SUBCHAPTER H, CHAPTER 411, GOVERNMENT CODE (HANDGUN LICENSING LAW), MAY NOT ENTER THIS PROPERTY WITH A HANDGUN THAT IS CARRIED OPENLY.

DE CONFORMIDAD CON EL ARTÍCULO 30.07 DEL CÓDIGO PENAL DE TEXAS (SOBRE EL INGRESO ILÍCITO DE UN INDIVIDUO CON LICENCIA DE PORTACIÓN DE ARMAS CORTAS EXHIBIDAS PÚBLICAMENTE) UNA PERSONA CON LICENCIA, SEGÚN LO ESTABLECIDO EN LA SECCIÓN H, CAPÍTULO 411, DEL CÓDIGO GUBERNAMENTAL DE TEXAS (SOBRE LA LEY DE EXPEDICIÓN DE LICENCIA DE ARMAS CORTAS), TIENE PROHIBIDO INGRESAR EN ESTA PROPIEDAD CON ARMAS CORTAS EXHIBIDAS PÚBLICAMENTE.

☐ Addendum

Agreed to and accepted by:

User (printed): _____

Signature: _____

Date: _____

OPTIONAL NOTICE FOR CONCEALED HANDGUNS**NOTICE FOR CONCEALED HANDGUNS**

PURSUANT TO SECTION 30.06, PENAL CODE (TRESPASS BY LICENSE HOLDER WITH A CONCEALED HANDGUN), A PERSON LICENSED UNDER SUBCHAPTER H, CHAPTER 411, GOVERNMENT CODE (HANDGUN LICENSING LAW), MAY NOT ENTER THIS PROPERTY WITH A CONCEALED HANDGUN.

CONFORME A LA SECCIÓN 30.06, DEL CÓDIGO PENAL (TRASPASAR PORTANDO ARMAS DE FUEGO CON LICENCIA) PERSONAS CON LICENCIA BAJO DEL SUB-CAPITULO H, CAPITULO 411, CÓDIGO DEL GOBIERNO (LEY DE PORTAR ARMAS), NO DEBEN ENTRAR A ESTA PROPIEDAD PORTANDO UN ARMA DE FUEGO OCULTADA.

☐ Addendum

Agreed to and accepted by:

User (printed): _____

Signature: _____

Date: _____

Optional Credit and Criminal Background Check
(Read Handout on Retention & Disposal Policies for Personal Information)

**CREDIT AND CRIMINAL
BACKGROUND CHECK AUTHORIZATION**

I, _____ (“User”), and _____ (“User’s Guest”) authorize _____ (“Campground”) to perform checks, including ☐ criminal, ☐ credit, in connection with my use of Campground’s property. Campground shall keep information provided confidential.

User

Last Name:	
First Name:	
Middle Initial:	
Date of Birth:	
Driver’s License No. and State:	
Male/Female:	
Address:	

I certify that the information provided herein is true and accurate to the best of my knowledge.

User’s Signature

Date

User’s Guest (spouse, adult child, friend, etc.)

Last Name:	
First Name:	
Middle Initial:	
Date of Birth:	
Driver’s License No. and State:	
Male/Female:	
Address:	

I certify that the information provided herein is true and accurate to the best of my knowledge.

Guest’s Signature

Date