#### POLICIES ADDENDUM TO RESERVATION:

### Reservations/cancellations:

- · All short term rentals must use our website to book reservation and make payment.
- · Monthly renters may pay by check or cash but must have a working credit card on file with the office.
- · Full payment due upon move-in; \$35 insufficient funds check.
- \$25 cancellation fee for short term guests. \$100 cancellation fee for monthly guests.
- · Cancellation must be made 14 days prior to the arrival date to receive refund of the amount paid for the non-refundable deposit.
- · Only camping credits will be given for cancellations made less than 14 days prior to the arrival date minus the non-refundable deposit.
- · Rustic Waters RV Resort determines requests for special refunds or credits made in case of emergency circumstances claimed with full proof in writing.
- \$15 daily late fee will be applied every day after the due date of payment and will continue until full payment is received.
- · NO refunds on early departures.
- · We reserve the right to refuse service to anyone.
- · All monthly tenants must pass a background check paid by Licensee.
- · WIFI PASSWORD: Sunny7327

### **RV SITE MAXIMUM OCCUPANCIES & Auto Rules:**

**RV** site maximum occupancy is 6 people, including children and infants, 2 pets, 1 RV and 2 auto. A golf cart is also allowed if it replaces of one of the autos and/or can fit in front of your RV but remaining on your site and within your gravel pad. Golf Cart license fee must be paid in advance.

Total number of guests in any space or cabin cannot exceed the maximum capacity for that site or cabin.

Rates are based upon 4 persons per camper with a charge of \$10 per night per each additional person over 2 persons.

**Extra Auto and Trailer parking** There is no additional overnight parking. If you have a trailer it must fit on your assigned RV Site gravel pad and replace one of the allowed vehicles. Absolutely no vehicles, trailers, or golf carts are to be parked on the grass.

**Motorcycles, bicycles, autos, trailers, and RVs** must be parked on the assigned RV Site gravel area. Parking on the grass is not permitted. All motorized vehicles count as 1 auto on your assigned RV Site. **Motorcycles must remain on idle through the Resort.** 

**ATV and UTVs are allowed on the property but cannot be driven throughout the resort** due to the fact that they tear up the roads. Only golf carts allowed and that includes gas or electric powered.

Tiny Homes, RV, Motorhome, or Camper Van must be within 10 years of age and be in good working order esthetically maintained. Management must approve any RV 10 years or older and prior to making reservation. Any exceptions to this rule must receive written permission from the office. We reserve the right to refuse access to any guest whose vehicle is deemed to be unacceptable.

NO cargo trailers, living quarter trailers, and cab-over truck campers are allowed unless on preapproved scheduled events.

No vehicles may block any portion of the roadway.

Vehicles may park in designated areas only. Never on the grass.

Only a person with a valid drivers license may operate a motor vehicle in the Resort including golf carts, scooters, etc.

Speed Limit is 5mph.

**RV** repairs to RVs and vehicles are not permitted in our Resort. We are happy to recommend a local Mobile RV Repair Service that comes to your site to assist you with any repairs.

Washing RVs or vehicles is only permitted with 1 bucket of water and a sponge. Hose washing is not permitted, as it can result in a mess, disturb your neighbors, and an over consumption of water.

#### **ARRIVALS/DEPARTURES:**

#### **Check in Time:**

RV Check-in time is 2:00 PM to 8:00 PM. No exceptions please. Check in online to pay reservation fee and go directly to the site. TEXT OFFICE TO BRING YOU WRISTBANDS 830-730-8591.

If you have a golf cart, it must be licensed at the office. A \$50 license fee will be collected and remains good for 1 month. This helps with the maintenance of the roads with the extra vehicles driving on it as opposed to walking.

You will also receive wrist bands to wear when around the resort which allows you to use the amenities. If contact has to be made with a camper or guest because they are not wearing their wristband on property then a \$10 fee will apply. If you do not have a wristband, you will be asked to leave the park immediately.

You will also receive auto tags for your vehicles which must remain on your mirror. If contact has to be made with a camper because the mirror tag is not visible then a \$10 fee will apply. If you do not have a mirror tag, you will be asked to leave the park immediately. (NOT CURRENTLY IN USE)

**Checkout time**: 11:00 AM. No exceptions please. Please return any wrist bands to office and inform of checkout. Failure to return wrist bands will be a \$20 fee per wrist band. (CURRENTLY USING DISPOSABLE, NO NEED TO RETURN)

Early Arrivals: If a necessity the camper can call ahead of time to see if available.

**Late Departures:** Late departures generally cannot be accommodated. If you need some additional time before departing, please check with our office. If we can accommodate your needs, a fee will be assessed.

**Stay Extensions**: Unscheduled extensions to your stay often require a site or cabin change and will be subject to availability.

**Site Changes:** Management has the right to change your site at any time. A site lock fee is available for all interior sites only. The exterior perimeter sites have no lock option.

#### **Park Visitors:**

**All visitors must register at office**, each site can have up to 6 people maximum. 4 people are paid for with booking. Any additional people need to pay a \$10/fee and visit office to receive wristband.

Visitors are only to park at the assigned RV spot of the person they are visiting and count as 1 auto toward the total autos allowed on the assigned site: There is no additional parking for visitors.

**Visitors are not permitted to spend the night** and count toward the maximum capacity rule per site or cabin. A visitor is not welcomed to visit if it puts the site or cabin over max capacity. At that point they are to rent their own site or cabin if wanting to stay.

Visitors are welcome on guest sites between the hours of 9am and 11pm. All visitors are required to leave by 11pm.

**Site Maintenance:** Keep your site neat and free of litter including cigarettes. There are dumpsters located near the storage facility. Do not place mats on the grass in your site. We request you not leave chairs, games, bicycles, and other personal property on lawns that will impede lawn maintenance For safety reasons, clothes lines are not allowed in this location. Do not hang towels, clothing, linens or other articles from trees or fences. A laundry facility with dryers is available for drying.

**Pet Policy** - Pets are welcome in RV Sites and dog park only. Pets are not accepted in cabins unless noted on rental cabin rules. To continue welcoming pets, we enforce a pet policy. A responsible owner and well-behaved pet will find these to be basic requests.

## Pets are limited to 2 per RV Site.

- All pets must be stated and approved by management upon check-in.
- We reserve the right to refuse service to anyone whose pet is NOT considered suitable to the serenity/safety of our guests or the Resort.
- No exotic or oversized pets are permitted. This includes reptiles and large birds.

- Pets may not be kept in autos, trailers, kennels or fencing outside an RV. Pets may be tied outside an RV as long as a guest accompanies them.
- Pets are not to be left outside unattended.
- Guests are responsible to clean up after their pets.
- Guests should carry proof of pet's current vaccinations.
- Local Law requires pets to be on a **short leash (6 feet or less)** at all times. The leash must be held by someone who can keep control and manage the animal at all times.
- A dog park is available for your pet. See the park map. You take full responsibility for your pet and/or any other pet in relation to yours.
- Pets are prohibited in Resort buildings and amenity areas and especially NOT in the swimming pond.
- Quiet, well behaved pets only please.
- If your pet is excessively noisy, please do not leave them unattended. If your pet disturbs or threatens another guest or employee of the RV Park, the pet will be asked to leave.
- The Resort is not responsible for and will hold accountable a pet owner for the injury or damage caused by any pet(s).
- Service animals may accompany a disabled person without proof of disability or certification of the service animal.
- Pets are NOT allowed on any of the furniture in the cabins. For any incidents, that will be a \$25 charge per occurrence and any damage/cleaning fees.

#### **Quiet time:**

Quiet hours are Sunday-Thurs 9pm-8am. Fri-Sat 11pm-8am. During a holiday weekend where the Friday or Monday is a federally observed Holiday, the Fri-Sat hours are extended to accompany the extra day off.

Quiet hours may be extended on a scheduled Resort event.

Be courteous to other guests around you.

Loud music or objectionable noise is not allowed at any time.

Inconsiderate guests will be evicted from the Resort.

Guests violating rules that result in eviction will not receive any refunds or credits for their stay.

## **Trash Disposal:**

There are dumpsters on site for your garbage bags.

There are trash cans throughout for your small loose items.

Please tie trash bags completely closed and put your trash completely in the dumpster.

Please DO NOT place your trash on the ground. You will attract animals.

Do not dispose of wires, oil, furniture, mattresses, or any toxic waste or chemicals in our trash cans or dumpsters. Failure to adhere may result in charges for disposal and eviction.

Do not leave trash out overnight. You will attract animals.

### **Electrical use:**

You are responsible for understanding how many amps you are using in your RV.

Amp usage over the 50 AMPs provided can trip your breaker.

Please notify office so that we can notify maintenance if you have any electrical issues during your stay. Guests are NOT permitted to diagnose our electrical pedestals per insurance and safety requirements. Even if you are an electrician these rules still apply unless you are hired by the Resort to do so.

## Laundry:

The laundry room is open 24/7.

Change and vending are available.

Please do not leave your laundry unattended.

We are not responsible for accidents or theft.

#### Restrooms:

There are restrooms and showers available 24/7 with the exception of temporary closing for cleaning.

There are separate ADA/Gender Neutral/Family restrooms with showers also available. There is only 1 so please leave these showers/restrooms for these groups of people.

We ask you to help keep the bathrooms clean and keep all trash in trash cans.

We are on a septic DO NOT flush anything other than toilet paper.

Guests under the age of 18 need adult supervision in the restrooms at all times.

## Grills, Fires & fire pit rentals:

Open fires are NOT allowed at the resort except in propane pits provided and propane beach fire pits provided.

Propane grills and fire pits are allowed.

Charcoal grills, wood fire pits, deep fryers, and tiki torches are PROHIBITED due to fire risk.

Fire pits must be placed over the gravel or concrete. NEVER on the grass or artificial turf.

#### **Severe Weather:**

You make decisions regarding the safety of you and your guests during a weather event and are fully responsible for those decisions. Rustic Waters RV Resort does not ensure the safety of any guest during a weather event.

#### Other rules:

Drones and other remote controlled machines are not permitted in our Resort unless given provision by owners.

Clotheslines are not permitted.

Fireworks are not permitted of any kind, including sparkers.

GUNS are NOT allowed outside of a guest's vehicle or rental. Open and concealed carry is NOT allowed on our Resort. This is for everyone's safety while drinking adult beverages and enjoying relax time.

The prohibiting of guns also include air soft, BB, paintball and pellet guns. If these items are seen outside of your vehicle or RV, you will be asked to leave immediately without a refund.

Archery and slingshots are also prohibited.

Use of illegal drugs is NOT permitted.

Obnoxious behavior of any kind is prohibited.

Rugs are NOT allowed on the grass.

No permanent structures are allowed at any time. Anything permanent must be approved and constructed by management.

Storage is NOT allowed under or around your RV or picnic table.

Please be respectful of your neighbors and do not walk between sites when navigating the park. Please use main roads, and designated public areas to walk around the resort.

Blowup mattresses, sleeping bags, and cots are not allowed outside.

The use of paint products or chemicals is not allowed.

Guests may not hang any items from trees.

### Safety and security:

The front of the property is gated and a code is needed to enter. DO NOT give your code out to ANYONE. Upon check-out, your code will be removed from the system. (GATE IS NOT INSTALLED YET)

Management is not responsible for lost, stolen, or damaged articles. Keep your valuables locked up.

Report any problems with your site to the Main Office Immediately.

We adhere to and maintain all state, county, and local laws on property.

Emergency Contact forms are required for all guests. This info remains private and used only when a situation arises when we need to contact someone in case of an emergency or sought by law enforcement agencies.

Children under the age of 18 must be back at their site by dusk.

Rustic Waters RV Resort is in a country setting. There are coyotes, birds of prey, and reptiles. All guests are responsible for their selves and all children under their care and should be supervised at all times. If a wild animal is spotted, please report it to the main office.

# Disclaimer & legalities:

Occupants are granted a license to use the land without conveying any interest in the land itself and is revocable at will. Accordingly, a licensee may not sue to recover possession of the premises and eviction does not require civil process. By booking at Rustic Waters RV Resort you agree and understand that you are NOT a tenant and DO NOT have vested interest in the property and DO NOT obtain exclusive possession and control of the premises.

I read and understand this document. I am aware that by paying for use of Rustic Waters RV Resort, I have read and understand any and all waivers, rules, and releases and understand that I am waiving certain legal rights that I may have against the Releases, and I fully agree to do so. I am also aware that not abiding by the rules could cause me to evicted from the premises without refund.

### **Guest Waiver and Release of Liability Form**

Release of Liability, Waiver of Claims, Assumption of Risk, and Indemnity Agreement

PLEASE READ CAREFULLY. BY SIGNING THIS DOCUMENT, YOU CHOOSE TO WAIVE CERTAIN LEGAL RIGHTS, INCLUDING THE RIGHT TO SUE.

Wantrepreneurs, Inc DBA Rustic Waters RV Resort and Swimming Pond (Owner of Property, Releases)
RUSTIC WATERS RV RESORT facilities are for members of RUSTIC WATERS RV RESORT only.

A day pass allows you access to the swimming area, bathrooms, snack shack if available, and basketball court, and goat pen. All other areas of the resort are for residents and nightly guests at the resort only. Liability waivers for Day pass and Goat Pen must be on file before entering and/or participating.

I recognize and fully understand certain things, including:

• There is no lifeguard on duty at any time, you are responsible for the safe operation of the Swimming Pond and are responsible for all persons using the Swimming Pond.

- My use of Rustic Waters RV Resort and Swimming Pond facilities involves certain risks, including but not limited to:
- 1. The risk of injury resulting from the possible malfunction of the Swimming Pond or other equipment;
- 2. The risk of injuries resulting from tripping or falling over obstacles in or around the resort;
- 3. The risk of injuries resulting from divers and swimmers colliding;
- 4. The risk of other injuries resulting from participating in any action at the resort.
- 5. The risk of being in a construction zone.
- I recognize and fully understand that the above list is not a not a complete or exhaustive list of all possible risks; the list only provides examples of types of risks that I am assuming.

In exchange for the RUSTIC WATERS RV RESORT allowing me to utilize its property, Swimming Pond, and Swimming Pond areas, I hereby agree to the conditions below. I fully intend and choose to give up the legal rights, as stated below:

- 1. TO WAIVE ANY AND ALL CLAIMS that I have or may have in the future against the Owner, its directors, officers, employees, contractors, agents, or representatives (hereinafter referred to as the "Releases") relating to my use of Rustic Waters RV Resort and swimming pond;
- 2. TO RELEASE THE RELEASES from any and all liability for any loss, damage, injury, expense, or other costs that I may suffer or that my next of kin may suffer in connection with my use of Rustic Waters RV Resort and swimming pond to any cause whatsoever, INCLUDING NEGLIGENCE ON THE PART OF THE RELEASES;
- 3. TO HOLD HARMLESS AND INDEMNIFY THE RELEASES from any and all liability to property, or personal injury to, any third party, resulting from the use of Rustic Waters RV Resort and swimming pond.
- 4. That I am over the age of 18 and that I am responsible and will adhere to all the rules of the property. If under 18, a parent/ guardian must sign before use alone and membership must reflect the use of each participant. Guests must also have a waiver.
- 5. That this Waiver, Release, and Agreement is fully effective and shall be effective and binding upon me, and my heirs, next of kin, executors, administrators, and assigns, or anyone else authorized to act on my behalf or on behalf of my estate.

I have read and understood this document. I am aware that by paying for use of Rustic Waters RV Resort, I am waiving certain legal rights that I may have against the Releases, and I fully agree to do so.

### **Swimming Pond Safety Checklist**

By booking a site at Rustic Waters RV Resort I fully understand and agree to the following.

If rules are not adhered to you will be asked to leave the Swimming Pond and/or Rustic Waters RV Resort. After two times of dismissal, your Swimming Pond and/or Rustic Waters RV Resort access will be revoked for the year.

There is NO LIFEGUARD on duty at any time.

In case of EMERGENCY, call 911 immediately.

**MUST BE 14 TO SWIM WITHOUT AN ADULT**. Children may swim without an adult if they are 14 years or older. Must have a parental release signed. If under 14 must have an adult in the Swimming Pond area assuming the responsibility of their safety.

**Supervise kids**. Young children should be monitored by an adult at all times. There is not a lifeguard on duty so it is essential you have direct supervision. If a child is unsupervised, they will be asked to leave. 69 % of drowning occur in less than 3 feet and drowning is the 3rd leading cause of unintentional injury death worldwide.

NO DIVING. The Pond is NOT DEEP ENOUGH to dive.

ABSOLUTELY NO SWIMMING IN FISHING POND.

**NO Digging.** The pond liner is roughly 6" below the same surface which could change at any time due to movement. Puncture could cause the pond to leak and over \$100,000 in damages. It is ok to play in the sand with dull plastic shovels to scoop sand however, digging is prohibited.

**NO SHARP OBJECTS IN SAND/POND AREA.** The Resort has umbrellas for guest use when it is not too windy. DO NOT ANCHOR anything into sand. It will puncture the liner.

**No Jumping off the Swimming Pond Floatation Devices**. The floatation devices, although anchored with sand bags, move due to people climbing on them. At any given time they may be in very shallow water. You assume all risk for activities involving any swimming platforms or floatation devices.

Toddlers must wear swim diapers. This probably doesn't need an explanation, but if Swimming Pond

water is exposed to any fecal matter it could cause the entire Swimming Pond to be drained and closed until able to ensure safety of the water.

Rinse off before entering Swimming Pond to remove any contaminates.

DO NOT enter Swimming Pond if you have been recently sick.

**No long breath holding.** People who hold their breath while swimming or practicing breath-holding underwater in Swimming Ponds are at risk of "passing out" due to lack of oxygen.

**No animals in the Swimming Pond area**. Dogs in Swimming Pond can be unsanitary. No dogs inside the Swimming Pond for any reason.

**No glass bottles**. Drink Responsibly. Drinking increases the risk of drowning and awareness. Anyone visibly under the influence will be asked to leave.

Water Spigots are for Rustic Waters RV Resort's owners, contractors, and employees only. Do not fill water bottles or coolers from water spigots.

**No urinating in the Swimming Pond.** There are restrooms across from the Cabana for use. Please close door when you leave and report any issue you may find.

**USE REEF SAFE SUNSCREEN when you can**. Any mineral based sunscreen is 100% more healthy for the pond and therefore its swimmers. Adding chemicals to the pond throws off the balance causing the maintenance to elevate extremely. If costs raise then costs get passed down to the customers in the form of increased or ceased entrance fees.

**NO FOOD OR DRINK IN SWIMMING POND**. Please contain food to Cabana Area in order to keep our swimming area clean for everyone.

**CLEAN UP AFTER YOURSELF.** In order to keep the costs down for people to use the Resort, please clean up after yourselves. We have worked very hard to build this Resort and would appreciate the consideration.

**PAYING GUEST ONLY SWIMMING POND ACCESS**. Must be a member, under the guest rules of members, or have a day pass. This policy is strictly enforced to ensure the safety of all.

**GUEST RULES**. All guests, guests of guests, and day pass members must abide by these rules.

DAY PASS GUESTS MUST CHECK IN EVERY TIME AND HAVE A WAIVER ON FILE TO SWIM.

**NIGHTLY, WEEKLY, OR MONTHLY GUESTS OF THE RESORT:** I read and understand this document. I am aware that by paying for use of Rustic Waters RV Resort, I have read and understand any and all waivers, rules, and releases and understand that I am waiving certain legal rights that I may have against the Releases, and I fully agree to do so. I am also aware that not abiding by the rules could cause me to evicted from the premises without refund.

## Petting zoo Rules, Waiver and Release of Liability Form

Warning: Under Texas Law (Chapter 87, Civil practice and remedies code), a farm animal professional is not liable for an injury to or the death of a participant in farm animal activities resulting from the inherent risks of farm animal activities.

# **Petting Farm Rules**

- -Access to pygmy goat pen only (access through dog park). Access to large goat pen not permitted.
- -Safety First!
- -Children must be supervised at all times.
- -Always keep your hands and fingers flat when feeding animals. You are allowed to feed the big goats through the fence only.
- -Only feed animals the feed mixture given to you by the owners. Other food can make them sick and cause death. Outside food and drink strictly prohibited.

- -No pets are allowed in goat pens.
- -Do not bring sharp or dangerous objects into goat pen.
- -No acts of violence with the intent to cause harm, injury, or even terrify the animals will be allowed. Any

visitor caught in the act of doing so will be held liable and removed.

- -Wash your hands after feeding or touching animals. Animals can carry disease and bacteria.
- -Do no climb/stand/sit on fences. Fences are there to keep our animals safe.
- -Wear closed toe shoes and play clothes. Goats like to nibble.
- -No smoking in goat area.
- -No balloons in goat area. Animals can choke.
- -Be kind and gentle to animals. Do not pick them up.
- -Most of our goats are bottle fed and they will follow you around.

#### MAKE SURE TO CLOSE THE GATE UPON ENTERING AND EXITING.

- -The goat pens often have tall grass for feeding. Stay on the mowed paths. This is Texas, wildlife can be f found anywhere at any time. Beware of snakes.
- -Rustic Waters RV Resort reserved the right to prohibit any visitors from entering the goat area.

Have fun!

I read and understand this document. I am aware that by paying for use of Rustic Waters RV Resort, I have read and understand any and all waivers, rules, and releases and understand that I am waiving certain legal rights that I may have against the Releases, and I fully agree to do so. I am also aware that not abiding by the rules could cause me to evicted from the premises without refund.