Rules & Regulations

These Park Rules and Regulations constitute a binding agreement ("Agreement") between you, as "Guest", and Le Chateau RV Park MGMT LLC, the "Park", during your stay on Park property (the "Property"). By booking your stay, online or otherwise, at the Park, you hereby agree that you have read these Rules and Regulations and that you agree to follow and adhere to these Rules and Regulations during your entire stay at the Park. These Rules and Regulations will be enforced by Park Management. These Rules and Regulations supersede any previously written or oral agreements or statements made between you and the Park. Violation of any of these Rules or Regulations can result in termination of the Agreement, and in your immediate removal of your vehicle(s) and personal property ("Removal") from the Park Property.

A. GENERAL PARK RULES

- 1. The Park is not responsible for the actions of any guests or other occupants on the Property that are not employed by the Park.
- 2. No illegal activity of any kind is allowed. Any illegal activity will result in immediate Removal.
- 3. The relationship between the Park or Park Management and the Guest shall NOT, under any circumstances, be considered a landlord/tenant relationship.
- 4. If a Guest has persons visiting them or staying with them on the Property ("Visitor" or "Visitors"), the Guest shall write the Visitor(s) name(s) on this Agreement if now known, or if after executing this Agreement become known, shall inform Park Management of the same.
- 5. All Guests are responsible for any of their Visitors' violations of this Agreement and any damages caused by their Visitors while on the Property.
- 6. Damage to Park property, including but not limited to: utilities, landscaping, roads, lots, vehicles, or signage is strictly prohibited. Guests will be held responsible for the repair of any damages.
- 7. Flammable fluids, explosives or any hazardous material are prohibited unless prior permission is obtained from Park Management. All gas tanks must be safely maintained.
- 8. The Park assumes no responsibility for fire, theft, vandalism, Acts of God, injury, accidents or losses from any cause.
- 9. The Park is not responsible for any damage to vehicles on the Property.
- 10. The Park is not responsible for any theft or loss of any Guest or Visitor property.
- 11. The Park reserves the right to refuse service to anyone, and can refuse to not enter into this Agreement with anyone, so long as such refusal is not in violation of any federal, state or local laws or rules.
- 12. The Park reserves the right to limit the stay and number of Guests and Visitors per Lot.
- 13. Solicitation or signs for the sale of goods or services is prohibited.
- 14. Digging, driving rods, stakes, or the like, may not be put into the Property ground.
- 15. All persons must have a valid driver's license to operate any motorized vehicle on the Property.
- 16. Common courtesy shall prevail between all persons on the Property. Unpleasant, insulting, profane, abusive or threatening language or behavior, as determined in the absolute discretion of Park Management, is prohibited. Anyone who engages in such activity may be subject, in the sole and absolute discretion of Park Management, to immediate Removal and termination of this Agreement.
- 17. Any Guest or Visitor trespassing in restricted or private areas may be asked to leave the Park.
- 18. Security cameras may be in place on the property; Guests and Visitors are subject to monitoring and recording while on or near the Property.
- 19. Firearms must be kept in compliance with State and Federal Laws. Discharge of firearms on the Property is prohibited.
- 20. Unreasonably loud music or noises of any kind, as determined in the sole and absolute discretion of Park Management, is prohibited.
- 21. It is not allowed to establish a business at one of the park's addresses. Hosting business meetings at the park is also not permitted.

B. RECREATIONAL VEHICLE ("RV") RULES

- 1. Only one RV per Lot is permitted. RV must be from 2005 or newer.
- 2. Class A, B, C, motorhome and travel trailer RV and fifth wheel are allowed. Standard vehicles (car, truck, SUV, van) are also allowed.
- 3. Each Guest or Visitor vehicle must appear clean, free of any damage or debris that can be seen from the exterior.

C. LOT RULES

- 1. Any structures or improvements thereto ("Structures") erected by the Guest on the Property requires prior written approval from Park Management. Guest is responsible for proper permitting and complying with any federal, state or local laws or rules pertaining to any Structure, and any costs associated therewith.
- 2. Alterations or damage made to any fences, water/electric/sewer connections, or any Park Property is prohibited. Any alteration or damage must be reported to Park Management immediately. Guests are responsible for any such damage.
- 3. No antennas, satellite dishes, tarps, windscreens or privacy enclosures are permitted.
- 4. Clotheslines or drying or washing clothes outside of the RV is prohibited.
- 5. Excessive storage atop, below, or on the side of any vehicle is prohibited
- 6. Grills and self-contained firepits are permitted if responsibly used. Park Management reserves the right to prohibit a Guest or Visitor from operating one at any time. Guests and Visitors are responsible for safely and responsibly operating such grills or firepits, and are responsible for any damages caused by their use.
- 7. Pools and trampolines are prohibited.
- 8. Guests are responsible for the maintenance and upkeep of their Lot and vehicles. Weeds, trash, standing water, debris, etc., must be managed by the Guest. If not adequately maintained, Park Management may have someone maintain a Lot and may charge the Guest for the cost.

D. VEHICLES AND PARKING

- 1. No more than two motor vehicles, not including the RV, is permitted on one Lot at any given time.
- 2. All motor vehicles need current registration. Proof of registration, driver license and insurance must be provided upon request by Park Management
- 3. No auto-repair work, mechanic work, car washes, or any similar activity is permitted on the Property.
- 4. Guests and Visitors of Guests may not park on any Lot not designated to that Guest.
- 5. All Park signs must be respected. The speed limit on the Property is 5 miles per hour.
- 6. Parking or driving outside of the parking area or on the graveled area inside the fence is prohibited.
- 7. Parking or driving in the grass area in front of each Lot is prohibited. Guests are responsible for any repair required from a violation of this provision.
- 8. Any vehicle, RV or otherwise, found in violation of these rules is subject to being towed at the owner's expense.

E. LOT CAPACITY/VISITORS

- 1. Guests and Visitors must comply with all Park Rules.
- 2. Only two adults and two children per Lot is permitted. Any more than four (4) total persons on a Lot will require an additional \$30 per month (unless prior written Approval is obtained from Park Management)
- 3. In no case shall more than six (6) persons be allowed per Lot.
- 4. A Visitor may not stay more than seven (7) days unless prior written approval is obtained by Park Management.
- 5. Visitors may only be at the Property when their Guest is at the Property.
- 6. Guests are responsible for the conduct and safety of their children and Visitors at all times.

F. UTILITY SERVICES

- 1. Each Lot will have direct access to water, electric, WIFI, sewer and trash cans.
- 2. Alteration to any of those hook-ups or services is prohibited.
- 3. Electricity is not included in the rate and is will be billed every month to the guest. A \$200 deposit will be taken upon arrival and will be used the Guest fails to pay the electricity bill. Failure to timely pay the electricity bill may result in a termination of this Agreement, in the discretion of Park Management.
- 4. All water hoses and sewer lines must be free from leaks. Sewer hoses must have a "donut" or threaded attachment into the sewer. A heat tape must be used on water hoses in winter to prevent freezing water lines.
- 5. Water may be shut off at any time by Park Management without notice to Guests to prevent pipe or faucet issues.
- 6. The use of "Y" connectors to the water faucet is not allowed.
- 7. The Park will not be responsible for outages or interruptions of any utility service, or any problems or damages to Guests caused thereby or costs associated therewith, that would include but not be limited to, electricity or power outages, water outages, or internet outages
- 8. The park might decide to mow anywhere grass is present. It is the responsibility of each resident to make sure nothing will be in the grass preventing the mowing of the grass. Anything damaged or destroyed because it was left in the grass before or during mowing will not be the Park's responsibility.

G. TRASH AND SEPTIC SYSTEM

- 1. Garbage must be placed in plastic trash bags and placed into the corresponding container. It is the responsibility of each resident to follow the rules and adhere to Park Management requests regarding trash disposal.
- 2. Trash strewn about a Lot will constitute littering and may lead to Park Management terminating this Agreement.
- 3. Water, toilet paper and human excretion are the only things allowed in the septic system. Any other item in the septic system is prohibited; these items include, but are not limited to: any object resisting water, facial tissue, disposable diapers, paper towels, napkins, tampons, cotton balls/swabs, condoms, grease, food, coffee grounds, sanitary napkins or any other inappropriate items.
- 4. Guests will be responsible for any prohibited items placed in the septic system, and for the repair and remedy it causes, including damages owed to the Park. Putting prohibited items in the septic system could result in termination of this Agreement and your removal from the Property.

H. PETS/ANIMALS

- 1. The Park is not breed restricted but dangerous dogs are prohibited. What constitutes a "dangerous dog" will be determined in the sole discretion of Park Management. The Park can refuse to enter into this Agreement with a potential Guest, or terminate an Agreement between the Park and a Guest, based on a determination that a Guest or Visitor is bringing or has brought a dangerous dog on the property.
- 2. No livestock, farm animals, birds, or wild animals are permitted on the Property.
- 3. Pets/animals are the exclusive responsibility of their owners. Any injury or damage caused by a pet/animal is the exclusive responsibility of the pet/animal owner.
- 4. The Park is not responsible for any damage to any property or harm to any person that is caused by an animal on the Property.
- 5. Guest pets are not allowed outside the Guest's Lot without a leash.
- 6. The Park can require a Guest to put a muzzle on their dog.
- 7. Excessive barking or animal noises will not be allowed at any time. Each lot has a maximum of two (2) dogs only.
- 8. Each Guest is responsible for picking up and disposing of their (or a Visitor's) pet feces immediately. Violation of this rule might result in a fine to the Guest, and may result in termination of this Agreement.

9. It is prohibited to feed any animal on or adjacent to the Property. This would include, but not be limited to, dogs, cats, birds, ducks, cows, horses, or any livestock or wild animal.

I. LAUDROMAT

- 1. Laundromat services and facility are provided on the Property.
- 2. The laundromat is equipped with a code door lock. The door must be closed and locked after every use.
- 3. Laundry machines and the laundromat facility must be cleaned after each use by the Guest.
- 4. Clothes must be removed from the machines immediately after the cycle is over.
- 5. Dyes and bleaches may not be used in any of the washers at any time.
- 6. No pets inside of the laundry facilities.
- 7. The washers and dryers are not to be used for pet laundry at any time.
- 8. Smoking and drinking alcohol in the laundromat is prohibited
- 9. Audio/video devices are not permitted in the laundromat.
- 10. The laundromat can be closed at any time if maintenance or repair is needed.
- 11. Beware of your clothes and belongings. The Park cannot be held responsible in case or theft, damage or loss of Guest property.

J. ENTRY ON PREMISES

- 1. Park Management may enter a Guest's lot at any reasonable time if maintenance, repairs or new installation are needed.
- 2. Park Management may enter an RV if necessary in the case of a life threatening emergency, with no liability to the owner of the RV for such entry.

K. GUEST DEPARTURE

- 1. Upon terminating this Agreement and upon the Guest's departure from their Lot and from the Property, each Guest is responsible to contact the appropriate utility company, as the case may be, to end their contracts and cancel such services. The Park is not be responsible for a utility company or the like charging a Guest due to the Guest's failure to cancel services.
- 2. The Guest must leave each Lot clean and free of any equipment, accessories, personal property, vehicles, or structures. If items are left on the Lot, including an RV, after the Guest has ended this Agreement, Park Management may dispose of the former Guest's or Visitor's property as it sees fit to do in Park Management's sole and absolute discretion, and at the Guest's expense.

L. TERMINATION OF/AMENDMENT TO THIS AGREEMENT

- 1. Failure of a Guest to leave the Property after termination of this Agreement, or a Visitor's failure to leave the Property after request by Park Management, will result in trespassing and such violation will be prosecuted.
- 2. If this Agreement is terminated and it results in the Removal of a Guest, the Guest owes the remainder of the Guest Fee, unless otherwise agreed to in writing by Park Management.
- 3. The Park reserves the right to amend or modify these Rules and Regulations at any time without prior notice to you, and such amendments or modifications are considered part of this Agreement.
- 4. The Park may terminate this Agreement at any time in its sole and absolute discretion.

M. PAYMENT/BOOKING/TERM

- 1. Guests will book their stay, or Term, using a software platform administered by the Park, and the duration of the Term will be as provided in the online booking.
- 2. The Guest Fee for the first month of the Term is due at booking.
- 3. Upon arrival to the Property, Guest will owe the Park a \$300 deposit. If at the end of the Term, the Guest's electric bills are paid, and no damages or violations of this Agreement have occurred during the Term, the deposit will be refunded to the Guest no later than 30 days after termination of this

Agreement.

- 4. This Agreement may be terminated by a Guest with no less than 30 days' notice, in writing, provided by the Guest to Park Management. If this rule is broken the park may charge a \$100 fee.
- 5. The Guest Fee must be paid on the first day of each month. A grace period of five (5) days is allowed for the Gust Fee payment. After the sixth (6th) day, this Agreement may be terminated by Park Management, and the Guest must immediately leave the Property.
- 6. A \$50 late fee will apply for payment made after 5 day after the due date. The \$100 deposit will be used to cover any of these late fees, as applicable, if the late fee(s) is not paid along with the Guest Fee
- 7. A \$50 fee will be charged for cancellation made before 30 days prior to the beginning of the Term.
- 8. For any reservation cancellation made within 30 days of the beginning of the Term, the Park will keep the entirety of the first month's Guest Fee.
- 9. Lots are available on a first come first serve basis. No lot will be held available for a Guest after their Term ends. A \$35 non-refundable locking fee is an available option if the guest wants to guarantee a specific lot.
- 10. Booking fees of \$25 is paid once at the time of booking and credit/debit card fees of 2.85% + \$0.2 are charged on every transactions using a credit/debit card. ACH transaction fees are free. A \$10 fee will be charged for rejected ACH. The park collects those fees for the third-party companies ensuring the transactions. Those fees are non-refundable.
- 11. Park is planned to open January 30th 2023. Park cannot be held responsible if this opening date is pushed out in time. Customer will be offered to hold their booking for the reminder of the booking and will be refunded for the days not used.

N. MISCELLANEOUS

- 1. Failure of the Park to enforce or otherwise act with respect to any of its rights hereunder or with respect to any Guest or Visitor shall not be construed as a waiver, nor prevent the Park from thereafter enforcing strict compliance with any and all terms of this Agreement.
- 2. The parties hereby agree that if any provision in this Agreement is held to be invalid, illegal, or unenforceable, either legislatively or judicially, such provision will be modified so as to be enforceable, or shall be severed herefrom, and the remainder of this Agreement will continue to be valid and enforceable.
- 3. A waiver by the Park of a breach of any of the provisions of this Agreement will not operate or be construed as a waiver of any subsequent or simultaneous breach of the same or different provisions.
- 4. This Agreement contains the entire agreement between the parties and supersedes all prior agreements relating thereto. No reliance has been made on any representations not set forth in this Agreement, orally, written, or otherwise, that precedes this executed Agreement.
- 5. Each party represents and warrants that the party understands this Agreement, and that the party enters the agreement knowingly and voluntarily, without duress or coercion.
- 6. Inability of either party to commence or complete its obligations under this Agreement, which inability results from acts of God, war, emergencies, statewide, nationwide, or global pandemic or epidemic, shortages of labor or other causes beyond either party's reasonable control, which shall have been timely communicated to the other party, shall extend the period for performance of the obligations of that party for the period equal to the duration of any such inability.
- 7. This Agreement may be executed in counterparts, each of which will be deemed an original, but all of which together will constitute one and the same instrument.
- 8. This Agreement shall be interpreted, construed and enforced in accordance with, and shall be governed by, the laws of the State of Texas, without regard to conflicts of laws. The parties agree that the exclusive jurisdiction and venue for any action arising under this Agreement shall be the state and federal courts in the State of Texas.
- 9. If at any time after the execution of this Agreement either party should institute legal action to enforce any of the terms and conditions of this Agreement, the prevailing party shall be entitled to recover reasonable attorneys' fees and the costs of litigation, including those incurred in investigation, bond, bankruptcy, and appellate proceedings.
- 10. This Agreement shall inure to the benefit of Park's affiliates, and their successors, assigns, parents, subsidiaries, joint ventures and related entities, regardless of whether such entity is in existence at the time of this Agreement or formed thereafter. Guest hereby consents to enforcement

of this Agreement by any affiliate, successor, assignee, parent, subsidiary, joint venturer or related entity.	