



"WINTER TEXAN" POLICY

Updated 10/2023

1. Select sites in the Rally TerraPort, as well as NTAC-owned lots #101 & #301, shall be available for rent to WBAC members, age 45 or older. Renters must stay in an Airstream recreational vehicle. Parking rental fees shall be set by the Board. If a Winter Texan Applicant prefers to stay on a lot within the park, rather than on the TerraPort, they may contact the Office Manager and ask to rent a shareholder-owned lot approved to participate in the Winter Texan Program.
2. Winter Texan Reservations require a Partially Refundable Reservation Fee of \$250.00 to reserve a space, Payment is due on the 1st of each month. A refund of the deposit, less \$50.00, will be made if cancellation is received at least thirty (30) days before the start of a rental period. A cancellation within thirty (30) days of the start of the rental period will result in the loss of full deposit. Money received in excess of the reservation fee prior to the start of the rental period will be refunded in full. Refunds for Early Departure once a rental period begins will be assessed on a case-by-case basis.
3. Shareholder-Owned Lots may be included in the Winter Texan rental program. NTAC will be responsible for collecting rental fees, including utility charges, and will keep 25% of rent money collected for managing the program. The remaining 75% of rent money and 100% of utility charges will be credited to the Shareholder's NTAC account. Per diem rates for water & electric will apply to shareholder-owned lots.
4. Shareholders wishing to participate in the Winter Texan program shall:
 - A. Notify the Office Manager *annually* that their Lot(s) is/are available for rent.
 - B. Provide the Office Manager with Certificate of Liability Insurance coverage for each lot.
 - C. Not withdraw their lot from the program once rented without the approval of the Executive Committee.
 - D. A list of shareholder participants will be kept and managed by the Office Manager and be assigned on a rotating basis, beginning with the first notification turned in and following date order.
5. Winter Texans are subject to all NTAC *Bylaws, Rules, Regulations & Policies*, including guest visitation.
6. Electricity: 30/50-amp electricity is available on all TerraPort Spaces. 30-amp service is available on lots throughout the community.
7. Winter Texan Policy is not to be used as "dead storage". "Dead Storage," for the purpose of this policy, will be defined as the trailer being *unoccupied* for no more than two (2) weeks per month if staying less than three (3) months; or no more than two (2) months in a six (6) month period.
8. The applicant hereby fully releases, holds harmless, indemnifies, and agrees to defend North Texas Airstream Community, Inc. (NTAC), all of the members of the Board of Directors of NTAC, and all officers, committee members, representatives, agents, and employees of NTAC (collectively, the "Released Parties"), from and against any and all claims for personal injury to or death of any person or property damage, obligations, liabilities, costs, and expenses, including, without limitation, attorney's fees and court costs, related to or arising out of my use of, access to, or parking on the NTAC property, whether or not caused or alleged to be caused, in whole or part, from the sole, joint, concurrent, and/or comparative negligence or gross negligence, either active or passive, strict liability, or fault of any one or more of the Released Parties.