

CAMPSITE LICENSE AGREEMENT

This Campsite License Agreement (the “Campsite License Agreement”), dated effective as of the Effective Date, is between Trailmarker Campgrounds, LLC, a Texas limited liability company (“Trailmarker Campgrounds” or the “Licensor”) and the undersigned licensee (“you” or “Licensee”) whose name is set forth on the signature page hereto. This Campsite License Agreement shall be effective upon reservation of a space/spot or presence on the premises.

NOW THEREFORE, in consideration of the mutual covenants, terms, and conditions set forth herein, and for other good and valuable consideration, Licensor and Licensee(s) agree as follows:

Location of Campground; Campsite

The campground (the “Campground”) is located at 4610 FM 1327, Buda, TX 78610. Trailmarker Campgrounds will direct you to a campsite within the Campground (the “Campsite”) upon arrival and check-in.

Rates; Reservation of Dates; Check-In and Check-Out

This Campsite License Agreement is for the specific dates and at the rates set forth on Exhibit A which is attached hereto and made a part hereof. Any requested extension of your stay at the Campground beyond the initial date of check-out set forth on Exhibit A is subject to availability at such terms and rates required by Trailmarker Campgrounds at the time of the request therefor.

Check-in time is at 3:00 PM. Please call ahead to see if we are able to accommodate an earlier arrival time for you. If you are arriving later than 6:00 PM or have an emergency, please call the phone number listed on Exhibit A.

All Licensees and their guests must check in upon arrival and provide all information required by this Campsite License Agreement, including a form of identification acceptable to Trailmarker Campgrounds. Prior to parking, guests are required to pay any balance due and complete any other forms required by Trailmarker Campgrounds. Additional instructions for where and/or how to check-in are provided in Exhibit A attached hereto. Only registered Licensees and their guests are permitted on the Campground.

If you or anyone staying with you have been convicted of a crime, you must call the office before making a reservation. If you or anyone staying with you are on probation or parole, we are unable to accept any reservations.

Check-out time is at 11:00 AM. There are no late check-outs. You will be charged for an additional day of stay should you fail to leave by 11:00 AM without the prior written approval of Trailmarker Campground. If you wish to re-register to extend your stay (subject to availability), please do so no later than 11:00 AM.

Licensee Status Only; No Landlord/Tenant Relationship

YOU ACKNOWLEDGE AND AGREE THAT THE TERMS OF THIS CAMPSITE LICENSE AGREEMENT DO NOT CREATE A LANDLORD/TENANT RELATIONSHIP AMONG THE PARTIES HERETO. By executing this Campsite License Agreement, you agree that you hold the status of licensee under Texas law. By this Campsite License Agreement, you are not afforded the right to any definite or certain space, and Trailmarker Campgrounds reserves the right to move and/or reassign you to any other available space within the Campground at any time. Trailmarker Campgrounds will do its best to honor site requests. You agree that you are a transient or temporary guest of the Campground and that Trailmarker Campgrounds may refuse to extend your visit beyond the initial or any subsequently agreed upon length of stay. In the event you remain on any part of the Campground beyond the time period allowed by this Campsite License Agreement, you agree that you will be considered a trespasser for all purposes under this Campsite License Agreement and the law, whether civil or criminal.

Trailmarker Campgrounds shall have the right to tow (or request an authorized tow company to tow) any recreational vehicle or other vehicle located on the Campground

in violation or breach of this Campsite License Agreement, the rules of the Campground (as amended from time to time), and/or the law. You agree that all costs and expenses relating to and/or in connection with the towing and impoundment are at your sole cost and expense. Trailmarker Campgrounds is not liable for any damages that may occur as a result of any towing. The term “Recreational Vehicle” and “RV” includes, but is not limited to, Class A motorhomes, Class B motorhomes, Class C motorhomes, fifth wheels, toy haulers, travel trailers, pop-up campers, tiny travel trailers, and the like.

DUE TO THE LICENSE NATURE OF THIS CAMPSITE LICENSE AGREEMENT (WHICH IS DIFFERENT FROM THAT OF A LANDLORD-TENANT RELATIONSHIP), YOU UNDERSTAND, ACKNOWLEDGE, AND AGREE THAT YOU MAY BE REMOVED BY HAVING YOUR RECREATIONAL VEHICLE TOWED, AND THAT A SUIT FOR EVICTION IS NOT NECESSARY. YOU UNDERSTAND, ACKNOWLEDGE, AND AGREE THAT AS A LICENSEE YOU HAVE NO RIGHT TO REQUIRE NOTICE TO VACATE, AN EVICTION ACTION, OR TOW HEARING PRIOR TO THE TOWING OF YOUR RECREATIONAL VEHICLE NOR WILL YOU BE AFFORDED ANY SUCH RIGHTS. ADDITIONALLY, YOU UNDERSTAND, ACKNOWLEDGE, AND AGREE THAT IT WILL NOT CAUSE A BREACH OF THE PEACE WHEN AND IF TRAILMARKER CAMPGROUNDS OR ITS REPRESENTATIVE OR AGENT TOWS YOUR RECREATIONAL VEHICLE FROM THE CAMPSITE AND THE CAMPGROUND.

Disallowed Items

You agree that the following items are not permitted within your Campsite and/or on the Campground at any time:

- **Utility Trailers, ATVs, 4-wheelers, golf carts, and other similar items are NOT allowed in the Campground. Exception: vehicle tow trailers for daily stays are allowed for up to two days.**
- **Campfires**
- **Window units**
- **Outdoor Freezers/Refrigerators**
- **Generators**
- **Tents**

RV Rules; RVS Older Than 10 Years

You agree to the following rules specific to your RV and the use of your RV within the Campground:

- **RVS OLDER THAN 10 YEARS.** For weekly and monthly guests, RVs older than ten (10) years are generally not permitted on the Campground without prior approval. Trailmarker Campgrounds may approve, on a case-by-case basis, RVs older than ten (10) years. You should submit photos prior to arrival for all weekly and monthly stays. Failure to submit photos and obtain prior approval may result in the cancellation of your reservation upon arrival with no refund of any deposit paid. Trailmarker Campgrounds' decision is final with respect to any approval or disapproval of an RV, so it is imperative that you obtain approval prior to arrival.
- **Your RV must only be situated in the campsite assigned to you.**
- **RVs must have jack pads or blocks under the jacks.**
- **You agree that you, your guests, and/or other invitees will never dump any gray water or black (sewer) water on the ground.**
- **To protect against backflow, "Y" hose adapters are strictly prohibited.**
- **You are required to closely supervise the draining of the black-water tank and immediately disconnect the potable-water source after the tank is empty. A potable water source should never be left connected to the sewer-flusher connection.**
- **No freshwater leaks are permitted. Excessive water usage caused by instances such as leaking hoses and overfilling tanks will be charged to you.**
- **Hard connections are allowed. When leaving, please replace the sewer cap.**
- **All RVs are required to have a water regulator.**
- **All hoses, sewer hoses and wires must be tucked in as close to your RV as possible.**
- **Any extra hoses or cables must be picked up and removed so as to permit us to cut and trim grass on the Campground.**
- **Please keep RVs and vehicles off the sod at all times. A \$50 charge will apply to each instance of a violation.**

- Please ensure that your RV and any vehicles are not leaking oil. Trailmarker Campgrounds will charge you for the cost to cleanup any such oil leakage.

General Rules and Regulations

You agree to the following rules applicable to your visit to the Campground:

- You agree that you and your guests and other invitees will comply at all times with any and all rules provided to you and/or posted within the limits of the Campground.
- All sites are priced for 2 people and 2 vehicles only. No extra people or vehicles are permitted without written permission of Trailmarker Campground. Extra charges apply in excess of this limit. Please inquire at the time of making your reservation.
- All vehicles must be registered upon check-in. **AUTHORIZED VEHICLES ARE ONLY PERMITTED TO PARK IN DESIGNATED SPACES AT YOUR ASSIGNED CAMPSITE. ANY UNAUTHORIZED VEHICLE ON THE CAMPGROUND (REGARDLESS OF WHERE PARKED) WILL BE TOWED AT OWNER'S OR OPERATOR'S EXPENSE. TOWING WILL BE STRICTLY ENFORCED AT ALL TIMES.**
- You may not use the Campground's address for mail or anything else and such use is strictly prohibited. The Campground expressly disclaims any liability or responsibility for any violation of this rule and shall have no responsibility to forward any mail or packages to the designated recipient thereof. All such mail or packages will be marked "return to sender." Should you need a mailing address during your visit to the Campground, you will need to make other arrangements such as obtaining a temporary delivery address at a P.O. Box or other facility.
- You agree that you will keep your assigned RV space neat and clean and will return the Campsite at the end of your stay in the same condition provided. You agree that you will not make any changes to the Campsite, sit anything outside of your assigned Campsite, or add anything to your assigned Campsite without the written permission of Trailmarker Campground. In the event that you leave the Campsite in a condition other than as required by this Campsite License Agreement, leave debris of any kind or nature on the Campground, leave property or possessions on the Campground at the end of your stay or otherwise upon any termination of this Campsite License Agreement, Trailmarker Campgrounds has the right to charge you for all costs relating to (A)

the clean-up, removal, and disposal of any debris or property, (B) remediation and repairs to the Campground, (C) storage and disposal of any property, and/or (D) any other such costs in connection with your breach of this Campsite License Agreement. You agree that Trailmarker Campgrounds may consider any property left at the Campground after the end of your stay abandoned by you.

- **NO VEHICLE MAINTENANCE AND/OR REPAIRS ARE PERMITTED TO BE PERFORMED AT THE CAMPGROUND.**
- **MAXIMUM SPEED LIMIT WITHIN THE CAMPGROUND IS 5 MPH (walking speed). Speed limits are strictly enforced. Pedestrians always have the right of way.**
- **You agree that you are responsible for the actions and safety of you, your children, guests, and other invitees. Children must be supervised at all times.**
- **QUIET TIME is from 10:00 pm to 7:00 am daily. You agree that you, your guests, and other invitees are required to observe quiet time.**
- **THE USE OF ANY ILLEGAL DRUGS WILL NOT BE TOLERATED AT ANY TIME.**
- **Consumption of alcoholic beverages is not allowed outside of individual campsites.**
- **Open drunkenness and/or any public intoxication of any kind is not permitted.**
- **You agree that you and your guests and other invitees will not engage in loud, obnoxious, disorderly, boisterous, or unlawful conduct of any kind, nor in any conduct that disturbs or threatens the rights, comfort, convenience, or safety of others in or near the Campground. This includes noise disturbances caused by loud music or music with explicit lyrics. Trailmarker Campgrounds will not tolerate any such behavior or offensive activity of any sort that could interrupt and/or adversely affect the enjoyment of other parties utilizing the Campground and its facilities. In the event of any behavior, action, or inaction that violates the terms of this Campsite License Agreement, you and/or the parties responsible for such activities may be required by Trailmarker Campgrounds to leave the park immediately, without a refund. Trailmarker Campgrounds shall make such determination in its sole and absolute discretion and all decisions are final.**
- **Smoking is not permitted anywhere outside of your assigned Campsite.**

- The dumpster is for household trash and garbage only. No appliances, tires, furniture, mattresses, L.P. bottles, hazardous materials, or any other such non-household trash.
- Trailmarker Campgrounds may report to law enforcement authorities any person who breaks the law, disturbs the peace, destroys property in, on, or about the Campground, or otherwise violates the rights of other. Any such behavior regardless of whether reported to law enforcement or not constitutes a violation of terms of this Campsite License Agreement, a default hereunder, and is grounds for immediate termination of your stay without any refund.

Electricity

Electricity is included in the price of daily and weekly rentals. For guests staying based on the monthly rental rate, electricity is not included. In such a case, an electricity deposit will be required upon check-in in the amount set forth on Exhibit A to this Campsite License Agreement. Meters will be read and prorated based on length of stay. Charges for electricity are due no less frequently than on a weekly basis according to Trailmarker Campgrounds standard billing practices and must be paid immediately upon invoicing. By signing this Campsite License Agreement, you hereby authorize Trailmarker Campgrounds to charge the credit card on file for electricity charges as invoiced. The electricity deposit will only be applied towards the final electricity balance on your account at check-out. In the event the final electricity balance is greater than the amount of the electricity deposit, you will be responsible for paying to Trailmarker Campgrounds any charges for electricity in excess of such deposit no later than time of check-out.

All payments for electricity must be made via cash or credit card. If, on the day after the due date, you have not paid the total amount due under any of the terms of this Campsite License Agreement, you will be charged a late fee of \$25 for the first late day and \$10 per day thereafter until paid in full. You agree that the late fee is reasonable based on uncertain damages that Trailmarker Campgrounds may incur related to the late payment of amounts due, including direct and indirect expenses, direct and indirect costs, or overhead associated with the collection of amounts due. In addition to any other rights and remedies of Trailmarker Campgrounds under the terms of this Campsite License Agreement or the law, you agree that Trailmarker Campgrounds may withhold electricity services from your Campsite if you are delinquent in the payment of electricity charges. Trailmarker Campground's acceptance of the late fee or withholding of electricity does not waive any other rights or remedies Licensor may have under the terms of the Campsite License Agreement.

Payment; Credit Card Policy; Credit Card Authorization

All Campground charges, fees, and other costs are required to be paid via cash or credit card. Credit card charges will incur a 3.5% convenience fee. In the event any amounts due under the terms of the Campsite License Agreement are not paid by 5:00 pm on the due date, a \$25 late fee will be applied for the first day that the payment is late. There is no grace period. Thereafter, you agree to pay a \$10 per day late fee for each day until the amount due has been paid in full. You agree that the late charge is reasonable based on uncertain damages that Trailmarker Campgrounds may incur related to the late payment of amounts due, including direct and indirect expenses, direct and indirect costs, or overhead associated with the collection of amounts due. Trailmarker Campground's acceptance of the late fee does not waive any other rights or remedies Licensor may have under the terms of the Campsite License Agreement.

You authorize Trailmarker Campgrounds to charge the credit card on file for any and all amounts due according to the terms of this Campsite License Agreement and to charge the credit card on file for any remaining amounts due at the end of your stay with Trailmarker Campgrounds. Amounts due include any damage fees. This provision survives expiration or termination of this Campsite License Agreement.

Deposit

A deposit in the full amount of the Campsite daily, weekly, or monthly fees (as applicable per Exhibit A) for your stay is required to hold a campsite reservation. Upon arrival, if applicable, you will also be charged a deposit for estimated amount of electricity charges based on the length of your stay. All deposits are nonrefundable unless otherwise expressly provided in this Campsite License Agreement.

Cancellation Policy

In order to cancel your reservation and receive any refund of your deposit, you must contact Trailmarker Campgrounds at [\(737\) 414-3533](tel:7374143533) no later than the day before your scheduled arrival date. Text and email cancellations are not acceptable. Not calling to cancel/no shows will result in forfeiture of your entire deposit. Once we accept your notice of cancellation, we will then confirm your cancellation on our end with written follow-up via text or email. This text or email from us will serve as your proof of cancellation.

Refund Policy

No refunds will be made on or after the day of your scheduled arrival date. We do not offer refunds for weather. The following weekends are considered “holidays” in the camping industry and are therefore non-refundable as of the date of booking notwithstanding the above “Cancellation Policy”: Memorial Day, Independence Day, Labor Day, Thanksgiving, and Christmas.

Pet Policy and Rules

Pets are strictly subject to the approval of Trailmarker Campground. Trailmarker Campgrounds reserves the right to deny approval or revoke approval for any pet to be on the Campground for any violation of the rules set forth in this Pet Policy. You are strongly advised to call ahead for approval if you plan to bring a pet with you during your visit to Trailmarker Campgrounds.

Registration of Pet. All pets must be registered with the Campground upon arrival.

Vaccinations. All pets must have an up-to-date rabies vaccination and any other vaccinations required by law. Shot records and proof of a current rabies vaccination must be provided to us at the time of check-in and failure or refusal to provide is grounds for cancellation of your reservation and loss of any deposits paid by you.

Pets must be leashed. All pets must be on a leash and in the hands of a responsible adult at all times unless inside of your RV. Pets may not run loose. Leashes may not be longer than six (6) feet. Pets may NOT be tied up outside. Pets may not be in any area designated as “No Pets Allowed”, including, but not limited to, pool areas, playground areas, bathrooms, laundry areas, and shower facilities.

Clean up after your pet. You are responsible for cleaning up and disposing of all pet waste in the appropriate receptacles. All pet waste must be picked up and disposed of immediately.

Barking and other noises. If a pet repeatedly disturbs the peace with its barking (or other noise), you will be asked to leave the Campground with no refund.

Prohibited Breeds. The following breeds of dogs are strictly prohibited from being anywhere within the Campground: pit bulls or pit bull mixed breeds, German Shepherds, Rottweilers, Doberman Pinschers, and any other animal that Trailmarker Campgrounds deems dangerous, aggressive, or destructive to the Campground, persons, or any property. In such a case, you agree that you will immediately remove such pet from the campground upon notice from Trailmarker Campground. You agree that Trailmarker Campground’s decision and opinion regarding whether or not a pet is

dangerous, aggressive, or destructive shall be deemed conclusive and non-appealable by you.

No Pet Kennels Outside of RV. You agree that no pet kennels are allowed outside of your RV.

Damages to Persons and/or Property. You agree that you are liable for injuries to any individual or damage to the Campground or other property caused by your pet(s). This provision survives expiration or termination of this Campsite License Agreement. Trailmarker Campgrounds reserves the right to remove or to require you to remove any pet that becomes dangerous to others or that repeatedly damages property on the Campground. As a condition to allowing your pet(s) to be at the Campground, Trailmarker Campgrounds reserves the right to require proof of additional liability coverage to insure against the risk of any pet at the Campground.

Removal of Pet. If you violate the pet policy, Trailmarker Campgrounds may take any action provided under the terms of this Campsite License Agreement. In addition, Trailmarker Campgrounds may remove or cause to be removed at your sole cost and expenses any pet and deliver it to appropriate local authorities. **WHEN TAKING ACTION UNDER THIS PROVISION, YOU ACKNOWLEDGE AND AGREE THAT NEITHER TRAILMARKER CAMPGROUND, NOR ANY OF ITS AFFILIATES, MANAGERS, MEMBERS, AGENTS, ATTORNEYS, EMPLOYEES, STAFF, VOLUNTEERS, HEIRS, EXECUTORS, ADMINISTRATORS, REPRESENTATIVES, PREDECESSORS, SUCCESSORS AND ASSIGNS (THE "TRAILMARKER CAMPGROUNDS PARTIES"), ARE LIABLE FOR ANY HARM, INJURY, DEATH, OR SICKNESS TO ANY PET; AND YOU AGREE TO DEFEND, INDEMNIFY AND HOLD HARMLESS TRAILMARKER CAMPGROUNDS AND THE TRAILMARKER CAMPGROUNDS PARTIES FROM ANY AND ALL CLAIMS, LIABILITIES, AND COSTS (INCLUDING COURT COSTS AND OTHER FEES) BY ANYONE FOR DAMAGES RELATING OR PERTAINING TO SAME. THIS PROVISION SURVIVES EXPIRATION OR TERMINATION OF THIS CAMPSITE LICENSE AGREEMENT.**

INDEMNIFICATION

YOU AGREE THAT TRAILMARKER CAMPGROUNDS AND/OR THE TRAILMARKER CAMPGROUNDS PARTIES SHALL NOT BE LIABLE TO YOU, YOUR GUEST(S), YOUR INVITEE(S), OR ANY OTHER PERSON FOR ANY PERSONAL PROPERTY DAMAGE OR PERSONAL INJURIES IN, ON, OR ABOUT THE CAMPGROUND FOR ANY REASON, INCLUDING, WITHOUT LIMITATION, ANY CONDITION OF OR ON THE CAMPGROUND, INSECTS, ANIMALS (WILD OR DOMESTICATED), SNAKES, ENVIRONMENTAL CONTAMINANTS, GAS, FIRE, OIL, ELECTRICITY, THEFT, BURGLARY, ROBBERY, ASSAULT,

VANDALISM, ACTIONS OR INACTIONS OF OTHER PERSONS ON THE CAMPGROUND (WHETHER THERE LEGALLY OR NOT), OTHER LICENSEES, VISITORS, GUESTS, INVITEES OR PERSONS ON, ABOUT, OR IN PROXIMITY TO THE CAMPGROUND, FIRE, FLOOD, LIGHTENING, ICE, SNOW, HAIL, WIND, TORNADOES, EXPLOSIONS, SMOKE, INTERRUPTION OF UTILITIES, OTHER OCCURRENCES OR CASUALTY LOSSES, OR NEGLIGENCE (INCLUDING LICENSOR'S OWN NEGLIGENCE) UNLESS THE DAMAGES OR INJURIES WERE SOLELY CAUSED BY OR DUE TO THE GROSS NEGLIGENCE OR WILLFUL MISCONDUCT OF TRAILMARKER CAMPGROUND. THIS PROVISION SURVIVES EXPIRATION OR TERMINATION OF THIS CAMPSITE LICENSE AGREEMENT.

YOU AGREE TO INDEMNIFY, DEFEND, PROTECT AND HOLD TRAILMARKER CAMPGROUNDS AND THE TRAILMARKER CAMPGROUNDS PARTIES HARMLESS FOR, FROM, AND AGAINST AND IN RESPECT OF ANY AND ALL CLAIMS, LIABILITY, OR COSTS (INCLUDING COURT COSTS AND ATTORNEY'S FEES) WHICH MAY BE SUSTAINED, SUFFERED, OR INCURRED BY OR MADE AGAINST TRAILMARKER CAMPGROUNDS AND/OR THE TRAILMARKER CAMPGROUNDS PARTIES ARISING OUT OF, BASED UPON, OR IN CONNECTION WITH (A) ANY BREACH, VIOLATION, OR NON-PERFORMANCE OF THE TERMS AND/OR CONDITIONS OF THIS CAMPSITE LICENSE AGREEMENT BY YOU; AND/OR (B) YOUR OR ANY OF YOUR GUESTS, AND/OR ANY OF YOUR INVITEES' USE OF THE CAMPGROUND, UNLESS THE DAMAGES OR INJURIES WERE SOLELY CAUSED BY OR DUE TO THE GROSS NEGLIGENCE OR WILLFUL MISCONDUCT OF TRAILMARKER CAMPGROUND. THIS PROVISION SURVIVES EXPIRATION OR TERMINATION OF THIS CAMPSITE LICENSE AGREEMENT.

YOU AGREE THAT YOU SHALL PROMPTLY REIMBURSE TRAILMARKER CAMPGROUNDS FOR ALL EXPENSES AND DAMAGES, INJURIES, OR LOSSES, INCLUDING, BUT NOT LIMITED TO, REASONABLE ATTORNEY'S FEES, SUFFERED BY TRAILMARKER CAMPGROUNDS BY REASON OF ANY BREACH, VIOLATION, OR NONPERFORMANCE BY YOU OF ANY TERM OF THIS CAMPSITE LICENSE AGREEMENT, OR FROM ANY OTHER CAUSE DUE TO THE INTENTIONAL ACTS, OMISSIONS, CARELESSNESS, NEGLIGENCE, WILLFUL MISCONDUCT, OR IMPROPER CONDUCT OF YOU, ANY GUEST OF YOURS, ANY INVITEE OF YOURS OR ANY PETS OR ASSISTANCE ANIMALS ON THE CAMPGROUND DUE TO YOU OR YOUR GUEST OR INVITEE. THIS PROVISION SURVIVES EXPIRATION OR TERMINATION OF THIS CAMPSITE LICENSE AGREEMENT.

WARNING

TEXAS LAW (CHAPTER 75B, CIVIL PRACTICE AND REMEDIES CODE) LIMITS THE LIABILITY OF A RECREATIONAL VEHICLE PARK OR CAMPGROUND ENTITY FOR INJURIES OR DEATH OF A RECREATIONAL VEHICLE PARK OR CAMPGROUND PARTICIPANT RESULTING FROM A RECREATIONAL VEHICLE PARK OR CAMPGROUND ACTIVITY.

THIS LIMITATION ON LIABILITY IS IN ADDITION TO ALL OTHER LIMITATIONS OF LIABILITY.

NOTICE FOR OPENLY CARRIED HANDGUNS

PURSUANT TO SECTION 30.071 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.

CON FORME A LA SECCIóN 30.07, DEL CoDIGO PENAL (TRASPASAR CON ARMAS DE FUEGO REALIZADO ABIERTAMENTE) PERSONAS CON LICE NCIA BAJO DEL SUBCAPÍTULO CAPITULO 411, CoDIGO DE GOBIERNO (LEY DE PORTAR ARMAS), NO DEBEN ENTRAR A ESTA PROPIEDAD CON ARMAS DE FUEGO REALIZADO ABIERTAMENTE.

THEFT OF SERVICE AND CRIMINAL TRESPASS LAW

ACCORDING TO TEXAS PENAL CODE SECTION 31.04 (B), ANY GUEST WHO LEAVES WITHOUT PAYING FOR SITE SERVICES OR WHO REFUSES TO PAY FOR SITE SERVICES WHEN DUE IS SUBJECT TO CRIMINAL PROSECUTION. PURSUANT TO THE TERMS HEREOF, WE ARE PROVIDING A SITE AND SERVICE HOOK-UPS FOR YOUR RV. WE REQUIRE FULL PAYMENT IN ADVANCE AND MAY REPORT TO THE LAW ENFORCEMENT AUTHORITIES AND SEEK PROSECUTION OF VIOLATIONS OF THE TERMS OF THIS CAMPSITE LICENSE AGREEMENT UNDER THE "THEFT OF SERVICES LAW."

Other Terms and Conditions

- 1. AS A CUSTOMER, AND LICENSEE OF, THE CAMPGROUND, YOU FULLY UNDERSTAND, ACCEPT, AND AGREE TO THE TERMS OF THIS CAMPSITE LICENSE AGREEMENT. IN THE EVENT YOU (A) VIOLATE ANY LAW, (B) MAKE ANY FALSE REPRESENTATIONS OR MISREPRESENT ANY FACTS OR OTHER INFORMATION REQUIRED BY THIS CAMPSITE LICENSE AGREEMENT; OR (C)**

VIOLATE ANY TERM OR CONDITION OF THIS CAMPSITE LICENSE AGREEMENT, INCLUDING, BUT NOT LIMITED TO, (1) THE RULES SET FORTH HEREIN, IN ANY ATTACHMENT TO THIS CAMPSITE LICENSE AGREEMENT, ANY AMENDMENT TO THE RULES SET FORTH HEREIN, AS POSTED ON THE CAMPGROUND, OR AS HEREINAFTER PROVIDED TO YOU BY TRAILMARKER CAMPGROUND, AND (2) THE TERMS OF PAYMENT, YOU AGREE THAT YOU WILL VACATE THE CAMPSITE AND CAMPGROUND IMMEDIATELY UPON THE REQUEST OF TRAILMARKER CAMPGROUNDS WITHOUT A REFUND OF ANY DEPOSITS OR PREPAID FEES OR OTHER AMOUNTS AND THAT YOU SHALL CONTINUE TO BE RESPONSIBLE FOR ALL CHARGES, FEES, AND DAMAGES PROVIDED FOR HEREUNDER. THIS PROVISION SURVIVES EXPIRATION OR TERMINATION OF THIS CAMPSITE LICENSE AGREEMENT. BY EXECUTING THIS CAMPSITE LICENSE AGREEMENT, YOU HEREBY REPRESENT, WARRANT, AND COVENANT THAT ALL THE INFORMATION AND ANSWERS TO QUESTIONS HEREIN AND TO BE PROVIDED TO TRAILMARKER CAMPGROUNDS HEREFTER IN CONNECTION WITH THIS CAMPSITE LICENSE AGREEMENT ARE COMPLETE, TRUE AND CORRECT TO THE BEST OF YOUR KNOWLEDGE AND BELIEF. AND THAT YOU WILL UPDATE TRAILMARKER CAMPGROUNDS IN THE EVENT ANY OF THE INFORMATION YOU PROVIDE BECOMES UNTRUE OR MISLEADING. YOU UNDERSTAND THAT ANY MISREPRESENTATION, FALSIFICATION, OR OMISSION OF ANY FACTS CALLED FOR IN THE RESERVATION REQUEST MAY RENDER IT VOID AT THE ELECTION OF TRAILMARKER CAMPGROUNDS AND MAY BE CAUSE FOR TERMINATION OF THIS CAMPSITE LICENSE AGREEMENT WHENEVER DISCOVERED.

- 2. Termination of Campsite License Agreement by Trailmarker Campground. In addition to any other rights of termination held by Trailmarker Campgrounds under the terms of this Campsite License Agreement, you agree that Campground may terminate this Campsite License Agreement prior to expiration of your reserved term with or without cause by providing you with a notice to vacate. You agree that you will vacate the Campground upon receipt of said notice to vacate from Trailmarker Campgrounds by the earlier of the expiration of your reserved term or three days from receipt of said notice. In the event you breach any of the terms of this Campsite License Contract (each, a “default”), Trailmarker Campgrounds shall not be required to provide you with the aforementioned advance notice and you shall be required to leave the Campsite and the Campground immediately upon request. In the event of default, Trailmarker Campgrounds may retain as damages any and all amounts already paid and remitted to Trailmarker Campground, including any and all**

deposits. In addition, Trailmarker Campgrounds shall have the right to collect or charge you for any additional charges, fees, expenses, and/or damages outstanding including license fees for the time period remaining under the original reservation. This provision survives expiration or termination of this Campsite License Agreement.

3. **TRAILMARKER CAMPGROUNDS RESERVES THE RIGHT TO REQUIRE ANYONE TO VACATE THE CAMPGROUND AT ANY TIME FOR ANY INFRACTION OF THE TERMS AND CONDITIONS OF THIS CAMPSITE LICENSE AGREEMENT, INCLUDING, BUT NOT LIMITED TO, OFFENSIVE BEHAVIOR. YOU AGREE THAT TRAILMARKER CAMPGROUNDS MAY CHANGE OR ADD TO THE RULES AT ANY TIME WITHOUT THE REQUIREMENT FOR ADVANCE NOTICE AND THAT YOU WILL COMPLY WITH ALL SUCH CHANGES TO THESE RULES ONCE POSTED AND/OR DELIVERED TO YOU. VERBAL AGREEMENTS ARE NON-BINDING. YOU AGREE THAT TRAILMARKER CAMPGROUNDS AND THE TRAILMARKER CAMPGROUNDS PARTIES ARE NOT RESPONSIBLE FOR ACCIDENTS, INJURIES OR LOSSES FROM ANY CAUSE. THIS PROVISION SURVIVES EXPIRATION OR TERMINATION OF THIS CAMPSITE LICENSE AGREEMENT.**
4. **RATES ARE SUBJECT TO CHANGE WITHOUT NOTICE.**
5. **Attorneys' Fees.** In the event that Trailmarker Campgrounds institutes any legal suit, action, or proceeding,, including arbitration, against you arising out of or relating to this Campsite License Agreement, Trailmarker Campgrounds shall be entitled to receive, in addition to all other damages to which it may be entitled, the costs incurred by such party in conducting the suit, action, or proceeding, including reasonable attorneys' fees and expenses and court costs. This provision survives expiration or termination of this Campsite License Agreement.
6. **Notices.** All notices, requests, consents, claims, demands, waivers, and other communications hereunder (each, a "Notice") shall be in writing and addressed to the parties at the addresses set forth on Exhibit A (or to such other address that may be designated by the receiving party from time to time in accordance with this Section). All Notices shall be delivered by personal delivery, nationally recognized overnight courier (with all fees pre-paid), facsimile or email (with confirmation of transmission), or certified or registered mail (in each case, return receipt requested, postage pre-paid). Except as otherwise provided in this Campsite License Agreement, a Notice is effective only (a) upon receipt by the receiving party, and (b) if the party giving the Notice has complied with the

requirements of this Section. You agree that notice to one Licensee hereunder constitutes effective notice to all Licensees hereunder.

7. Any right or obligation of the parties in this Campsite License Agreement which, by its nature, should survive termination or expiration of this Campsite Licenses Agreement, will survive any such termination or expiration of this Campsite License Agreement.
8. Interpretation. For purposes of this Campsite License Agreement, (a) the words "include," "includes," and "including" are deemed to be followed by the words "without limitation"; (b) the word "or" is not exclusive; and (c) the words "herein," "hereof," "hereby," "hereto," and "hereunder" refer to this Campsite License Agreement as a whole. Unless the context otherwise requires, references herein: (x) to sections, schedules, and exhibits mean the sections of, and schedules and exhibits attached to, this Campsite License Agreement; (y) to an agreement, instrument, or other document means such agreement, instrument, or other document as amended, supplemented, and modified from time to time to the extent permitted by the provisions thereof; and (z) to a statute means such statute as amended from time to time and includes any successor legislation thereto and any regulations promulgated thereunder. This Campsite License Agreement shall be construed without regard to any presumption or rule requiring construction or interpretation against the party drafting an instrument or causing any instrument to be drafted. The schedules and exhibits referred to herein shall be construed with, and as an integral part of, this Campsite License Agreement to the same extent as if they were set forth verbatim herein.
9. Headings. The headings in this Campsite License Agreement are for reference only and shall not affect the interpretation of this Campsite License Agreement.
10. Severability. If any term or provision of this Campsite License Agreement is invalid, illegal, or unenforceable in any jurisdiction, such invalidity, illegality, or unenforceability shall not affect any other term or provision of this Campsite License Agreement or invalidate or render unenforceable such term or provision in any other jurisdiction. Upon such determination that any term or other provision is invalid, illegal, or unenforceable, the court may modify this Campsite License Agreement to reflect the original intent of the parties as closely as possible in a mutually acceptable manner in order that the transactions contemplated hereby be consummated as originally contemplated to the greatest extent possible.

- 11. Entire Agreement.** This Campsite License Agreement, together with any other documents incorporated herein by reference and all related exhibits and schedules, constitutes the sole and entire agreement of the parties to this Campsite License Agreement with respect to the subject matter contained herein, and supersedes all prior and contemporaneous understandings, agreements, representations, and warranties, both written and oral, with respect to such subject matter. In the event of any inconsistency between the statements in the body of this Campsite License Agreement, and the related exhibits and schedules (other than an exception expressly set forth as such in the exhibits or schedules), the statements in the body of this Campsite License Agreement shall control.
- 12. Amendment and modification.** This Campsite License Agreement may only be amended, modified, or supplemented by an agreement in writing signed by each party hereto. Notwithstanding the foregoing, you agree that Trailmarker Campgrounds may amend, modify, or supplement any rules at any time by posting notice thereof on the Campgrounds or delivering notice to you as provided herein.
- 13. Waiver.** No waiver by Trailmarker Campgrounds of any of the provisions hereof shall be effective unless explicitly set forth in writing and signed by Trailmarker Campgrounds. No waiver by Trailmarker Campgrounds shall operate or be construed as a waiver in respect of any failure, breach, or default not expressly identified by such written waiver, whether of a similar or different character, and whether occurring before or after that waiver. No failure by Trailmarker Campgrounds to exercise, or delay in exercising, any right, remedy, power, or privilege arising from this Campsite License Agreement shall operate or be construed as a waiver thereof; nor shall any single or partial exercise by Trailmarker Campgrounds of any right, remedy, power, or privilege hereunder preclude any other or further exercise thereof or the exercise of any other right, remedy, power, or privilege.
- 14. Cumulative Remedies.** The rights and remedies of Licensor under this Campsite License Agreement are cumulative and are in addition to and not in substitution for any other rights and remedies available at law or in equity or otherwise.
- 15. Equitable Remedies.** You hereto acknowledges that a breach or threatened breach by you of any of your obligations under this Campsite License Agreement would give rise to irreparable harm to Trailmarker Campgrounds for

which monetary damages would not be an adequate remedy and you hereby agree that in the event of a breach or a threatened breach by you of any such obligations, Trailmarker Campgrounds shall, in addition to any and all other rights and remedies that may be available to it in respect of such breach, be entitled to equitable relief, including a temporary restraining order, an injunction, specific performance, and any other relief that may be available from a court of competent jurisdiction (without any requirement to post bond).

16. **Assignment.** This Campsite License Agreement is not assignable by Licensee. Any purported assignment in violation of this Section shall be null and void.
17. **Successors and Assigns.** This Campsite License Agreement shall be binding upon and shall inure to the benefit of the parties hereto and their respective permitted successors and permitted assigns.
18. **No Third-Party Beneficiaries.** This Campsite License Agreement is for the sole benefit of the parties hereto and their respective permitted successors and permitted assigns and nothing herein, express or implied, is intended to or shall confer upon any other person or entity any legal or equitable right, benefit, or remedy of any nature whatsoever under or by reason of this Campsite License Agreement.
19. **Governing Law; Submission to Jurisdiction.** This Campsite License Agreement and all related documents including all exhibits and other attachments hereto shall be governed and construed in accordance with the laws of the State of Texas, without regard to conflicts of laws principles. You consent to personal jurisdiction and venue in the justice, county, and district courts located in Travis County (county of location of property), Texas, which courts shall have exclusive jurisdiction over any action arising out of this Campsite License Agreement. Service of process, summons, notice, or other document by certified mail to such party's address set forth herein shall be effective service of process for any suit, action, or other proceeding brought in any such court. The parties irrevocably and unconditionally waive any objection to the laying of venue of any suit, action, or proceeding in such courts and irrevocably waive and agree not to plead or claim in any such court that any such suit, action, or proceeding brought in any such court has been brought in an inconvenient forum.
20. **Waiver of Jury Trial.** EACH PARTY ACKNOWLEDGES AND AGREES THAT ANY CONTROVERSY THAT MAY ARISE UNDER THIS CAMPSITE LICENSE AGREEMENT

IS LIKELY TO INVOLVE COMPLICATED AND DIFFICULT ISSUES AND, THEREFORE, EACH SUCH PARTY IRREVOCABLY AND UNCONDITIONALLY WAIVES ANY RIGHT IT MAY HAVE TO A TRIAL BY JURY IN RESPECT OF ANY LEGAL ACTION ARISING OUT OF OR RELATING TO THIS CAMPSITE LICENSE AGREEMENT OR THE TRANSACTIONS CONTEMPLATED HEREBY. EACH PARTY TO THIS CAMPSITE LICENSE AGREEMENT CERTIFIES AND ACKNOWLEDGES THAT (A) NO REPRESENTATIVE OF ANY OTHER PARTY HAS REPRESENTED, EXPRESSLY OR OTHERWISE, THAT SUCH OTHER PARTY WOULD NOT SEEK TO ENFORCE THE FOREGOING WAIVER IN THE EVENT OF A LEGAL ACTION, (B) SUCH PARTY HAS CONSIDERED THE IMPLICATIONS OF THIS WAIVER, (C) SUCH PARTY MAKES THIS WAIVER VOLUNTARILY, AND (D) SUCH PARTY HAS DECIDED TO ENTER INTO THIS CAMPSITE LICENSE AGREEMENT BY, AMONG OTHER THINGS, THE MUTUAL WAIVERS AND CERTIFICATIONS IN THIS SECTION 20. THIS PROVISION SURVIVES EXPIRATION OR TERMINATION OF THIS CAMPSITE LICENSE AGREEMENT.

21. **Counterparts.** This Campsite License Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which together shall be deemed to be one and the same agreement. A signed copy of this Campsite License Agreement delivered by facsimile, email, or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original signed copy of this Campsite License Agreement.
22. **Force Majeure.** Trailmarker Campgrounds shall not be liable or responsible to you, nor be deemed to have defaulted under or breached this Campsite License Agreement, for any failure or delay in fulfilling or performing any term of this Campsite License Agreement, when and to the extent such failure or delay is caused by or results from acts beyond Trailmarker Campgrounds' control, including, without limitation: (a) acts of God; (b) flood, fire, earthquake, tornado, explosion, pandemic, epidemic, or other such disasters; (c) war, invasion, hostilities (whether war is declared or not), terrorist threats or acts, riot, or other civil unrest; (d) government order or law; (e) embargoes, or blockades in effect on or after the date of this Campsite License Agreement; (f) action by any governmental authority; (g) national or regional emergency; (h) strikes, labor stoppages or slowdowns, or other industrial disturbances; (i) telecommunication breakdowns, power outages or shortages, lack of warehouse or storage space, inadequate transportation services, or inability or delay in obtaining supplies of adequate or suitable materials; and (j) other events beyond the control of Licensor.

23. **Joint and Several Obligations.** All obligations of the Licensees under this Campsite License Agreement shall be joint and several.

24. **LIMITATION OF LIABILITY.** IN NO EVENT WILL TRAILMARKER CAMPGROUNDS' LIABILITY ARISING OUT OF OR RELATED TO THIS AGREEMENT, WHETHER ARISING OUT OF OR RELATED TO BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), OR OTHERWISE, EXCEED THE AGGREGATE AMOUNTS PAID OR PAYABLE TO LICENSOR PURSUANT TO THIS CAMPSITE LICENSE AGREEMENT IN THE WEEK PRECEDING THE EVENT GIVING RISE TO THE CLAIM. THIS PROVISION SURVIVES EXPIRATION OR TERMINATION OF THIS CAMPSITE LICENSE AGREEMENT.

25. **Time is of the Essence in this Campsite License Agreement.**

[SIGNATURE PAGE FOLLOWS]

SIGNATURE PAGE TO CAMPSITE LICENSE AGREEMENT

IN WITNESS WHEREOF, the Parties have executed this Campsite License Agreement effective as of the Effective Date.

LICENSOR:

TRAILMARKER CAMPGROUNDS, LLC,
a Texas limited liability company

By: _____ (signature)

Title: President

Date: _____ ("Effective Date")

LICENSEE(S):

_____ (signature)

Name: _____ (please print name)

Date: _____ (date signed)

_____ (signature)

Name: _____ (please print name)

Date: _____ (date signed)

EXHIBIT A

This Exhibit A is attached to and made a part of the Campsite License Agreement between Trailmarker Campgrounds and the Licensee(s) named herein.

Additional Information for Arrival and Check-In. Please check in [TO COME]. After hours emergency phone number for Trailmarker Campgrounds is [\(737\) 414-3533](tel:7374143533).