

“Terms & Use” “Extended Stay” Guest Users

(Monthly RV Rental Space)

Rental Requirements: Background Check, Pre-Screening Qualifications & Requirements

As part of our **rental approval process** for “extended stay” guest users seeking RV site space for monthly use, the primary guest and/or guest’s ***guarantor** whom signs, as the fully responsible party for guest rental space, must **fully complete and qualify** with all requirements listed in both *the background screening (criminal & credit) qualifications form and the Screening Qualifications and Requirements form (please refer to separate documents).*

(Guest Guarantor** is defined as: Any individual whom agrees to legally take on full financial responsibility for the signed guest whom is seeking to rent RV space at Holiday Village RV Park and whom is obligated for all of the guest’s fees, charges, which are also subject and deemed as guest’s rental fees, electric fees & Kwatt usage, excess water/leaks/or any damages, deposits and/or any other fees/citations/late fees and or legal cost that may be incurred at any time due to lost fees, damages or eviction process fees and/or any legal fees and/or attorney fees that may apply.)*

“Qualified” Rental Guest

Guest and/or Guest’s Guarantor who has both fully completed and qualified with the above requirements agrees to take full responsibility and fully comply by abiding by all RV Park rules, policies, terms & use and procedures set forth by Holiday Village RV Park (a Mountain Springs Holdings company) at all times while guest’s vehicle/RV and/or guest occupies rental space. Guest/Guest’s Guarantor also acknowledges that all personal and guest information provided on all forms and Gov’t I. D. provided to Holiday Village RV Park is true, accurate, current and that no false information is/was provided at any time. Guest/Guest’s Guarantor also agrees to return **all** required forms, documents fully completed with Government Identification, as part of the rental space requirements **prior** to moving into RV space at Holiday Village RV Park. **If guest/guest Guarantor fails to comply with any of this there is a \$100 citation fee.**

Prior to Check In: Full payment for all rental reservation duration time is due with full deposit fees, and any other applicable fees that may be required **prior** to check-in. Additionally, guest will be **required** to set up in advance their check-in day/time with management and/or the **Park Host**. A **“meter reading”** will be taken at check-in upon guest arrival.

RV Rental Site Rates

“Extended Stay” Monthly “Site Rates”: Based on each calendar month (**1st through the end of month**). Any additional over-night stay reservation request, which are **less than a full calendar month**, is subject to a **“daily rate” fee** for each overnight rental and due **prior** to the start and/or after paid rental calendar month. **We DO NOT PRORATE.** *Space will not be held or reserved until payment is received in full for rental space or related charges. Payment required min. of 24 hours in advance. Management also reserves the right to deny rental space anytime for any reason without notice.*

Acceptable Forms of Payment

E-Check, Credit, and Debit card. Any other form of payment is subject to a fee up to 10% for administrative and handling.

Fees & Deposits

Background Check Fee - All background check fee payments are deemed **nonrefundable once received**. No refunds!
Security Deposit for RV Site Rental: A **partial security deposit** may be required (partial security is refundable **only if applicant is denied rental space**). If guest is approved, **all** remaining security deposit fees and applicable rental RV Site fees are due immediately following approval in order to secure rental space. Otherwise, applicant for rv site rental space will be subject to **forfeit** rental space and any previous payments received, if not **paid within 12 hours or less of approval**.

If guest/guarantor is approved for “Extended Stay” rental use, full payment is required for any balance due at this time and to be paid in advance or no rental space will be provided or guaranteed. Including any overnight reservations, monthly rental site rental, and/or any remaining deposit fees or additional guest fees.

Deposits: are refundable in accordance to park policies, cancelation refund policies and notice chart below.

Cancellations, Vacate Notices & Refunds

All cancellations and/or notice to vacate must be sent via email to holidayvillagerv@gmail.com. Refunds will apply according to the designated “**Notice Chart**” below. Failure to send any notice or cancellation by the designated time and date required below will forfeit all rental fees, deposits and payments. All reservations **“pre-move-in” that are cancelled are subject to a minimum of a one-night fee equivalent to the number of guests on the reservation. Deposits are forfeited if guest checks out prior to notice or without proper notice. See “move-out” notification.

“NOTICE CHART”

Refunds for Cancellations of Reservations prior to Move-In**

3 weeks’ notice -- receive up to 100% refund

2 weeks ‘notice -- receive up to 75 % refund

1-week notice – receive up to 50 % refund

Less than 1 week notice to cancel – No Refunds

Rates and inclusions are subject to change anytime

or

“Notice Chart”

Deposit Refunds: Vacate Space Notices

2-week notice - receive up to 100 %

1-week notice - receive up to 75 %

Minimum 3-day notice – receive up to 50%

Less than 72 hours – No Refunds

Refund Policy & Vacate Notice for Current Guest Moved – In

Current “monthly” guest users are required to provide a proper notice to vacate and to become eligible for deposit refund. Guest, whom at any time breach Park Rules, Policies, or becomes delinquent on payments due, such as but not limited to, electric, rental site fees outstanding, citation fees or has been issued a “park violation” notice or citation notice; and that does not correct matter to comply as requested by MSH, LLC and Holiday Village RV Park at ANYTIME, automatically forfeits deposits, all rental fees. Guest may be subject to additional fees and violations in accordance with Texas laws.

Payments for “Nightly” and “Monthly” Reservations

Nightly Stay – A “Daily Rate” fee applies for each rental night stay not included in the guest rental calendar month. Guest are required to make advanced payment prior to move in and/or extending/modifying reservation days/dates for requested reservation time. This must be paid in full for all request reservation rental days in order to reserve space for rental dates. Otherwise, no RV space rental is reserved.

Term: Month to Month - Payments: For Site Rate monthly rental are based on each calendar month (1st to the end of the month). Rental invoices are issued via email by the first of each month. All payments are due in full no later than **5pm on the 1st** **Note:** If you are not a current guest and reserving space in advance as a new or returning guest, payment is due upon first date reservation to hold reserved space dates and/or prior to move-in.

Invoices and Payments for Rent , Electricity and Misc. Fees

Holiday Village RV Park invoices are sent and collected by MSH, LLC manamgnet. Each invoice will be emailed. **Guest is required to have a current singed credit card “Authorization Form” on file at ALL TIMES. Failure to do so may subject guest eviction.** If guest prefers payments to be automatically debit/charged for rental and other fees due instead of receiving and paying invoices, guest has the option to inform us at holidayvillagerv@gmail.com and we will charge guest’s charge card on file for any recurring or other fees (ie. RV Site Rental Fees, Electric, etc.). Paying guest/guarantor is required to keep a current email address and phone number on file and notify us with any changes.

“Check-In” (2:00 PM or after)

Upon Check-in, a **Meter Reading** by Park Host is required. Call at least 24 hours in advance prior to check-in time/day.

Notice to Vacate

Prior to Check Out: Only a **written notice** is accepted as official “notice” to vacate prior to check-out in order to qualify for any refunds/deposits. Notices must be email holidayvillagerv@gmail.com. Notice date effectively begins from the guest’s last paid rental date when providing notice.

See “**Notice Chart**” and Refund Policies which apply for all applicable refunds.

Additional Reservation (single night bookings) NOTE: Any guest who would like to rent additional RV Site rental booking nights - read carefully. Guest is required to provide a full payment in advance for each additional reservation night requested. Reservation nights are not guaranteed until payment is received.

Forwarding Address: Guest are required to provide a **forwarding address** and **name of whom the refund check should be made out to.** Failure to provide required information may cause delays or forfeit of refund.

“Check-Out” Procedures (12:00 Noon check out time)

Prior to “Check-Out” a Meter Reading is required: Each Guest User is required to call **at least 24 hours in advance** to set up a time for check-out meter reading with the on-sight Park Host

Timeline for any applicable Deposit Refund: Moay take up to a minimum of 30 days or longer, due to delayed electric bills being received timely, and processing a refund. Feel free to call or email after 30 days if you have not received your refund. Fees may apply for any of the following charges related to handling fees, mailing, shipping or any related administrative fees to process your refund.

**Holiday Village RV Park, a Mountain Springs Holdings, LLC company (MSH, LLC), and any of its owners or operators reserves the right for any reason, and at any time, to revise or change any rates, fees, deposits, terms, use, park rules, requirements, qualifications, and conditions without notice any time. Holiday Village RV Park and Mountain Springs Holdings, LLC holds, its owners, operators, employees or retained representative of our company sole discretion to refuse anyone at any time, who does not meet the minimum requirements and qualifications or whom fails to comply fully with all terms and conditions. Failure at any time to comply these terms and use and/or requirements may be subject to citation fees and/or loss of deposits and/or any payments made in advance or present. Once you are a guest in the RV park, either as a guest renter or guest visitor of rental guest, you will be held responsible to follow all park rules, terms, conditions and policies. Any form of breach to the park rules, terms, conditions, failure to comply with internal policies , and/or correct issues requested by management; such as, failure to repair or correct plumbing leaks, electric issues with guest RV, automobile property, clean up, nonperishable items outside RV, guest who are not paying for overnight stay, or any neglect within a 24 hour period or sooner, may be subject to eviction from park and/or termination to the agreement. Management holds sole right to recover any additional losses and fees related to guest noncompliance, neglect to RV or automobile, any damages to RV park property, due to failure of noncompliance with any stated rules, terms, polices or management request or neglect. In this case, you may be notified to leave park property and remove guest RV, guest automobiles and any guest personal property from the park. Failure to pay any fees related to rent, citation fees, electric, late fees or related fees for repairs at park due to incurred fees for repairs from any guest or guest’s visitors at any time may result in eviction, termination of agreement and possible legal action and any related fees and expenses for attorney or other necessary professional assistance. Trespassing laws in the state of Texas will also be enforced on our private property at all times.*

Extended Stay – Terms & Use

Guest Full Name (**PRINT**): _____

Guest Signature: _____

Date: _____