

# WEST BAY MARINA & R.V. PARK LLC

## RV SITE MONTH TO MONTH LICENSE AGREEMENT

**“RV SITE”** Location: \_\_\_\_\_ **“MOVE IN DATE”**: \_\_\_\_\_

ELECTRIC METER READING \_\_\_\_\_ PROPANE GAUGE READING (IF APPLICABLE) \_\_\_\_\_

### **“LICENSEE” - PRIMARILY RESPONSIBILITY FOR PAYMENT**

NAME: \_\_\_\_\_ MOBILE PHONE: \_\_\_\_\_

MAILING ADDRESS: \_\_\_\_\_

CITY \_\_\_\_\_ STATE \_\_\_\_\_ DL#: \_\_\_\_\_

EMAIL ADDRESS (REQUIRED) \_\_\_\_\_ LAST 4 SS# \_\_\_\_\_

DOB: \_\_\_\_\_ / copy of ID: \_\_\_\_\_

PLEASE NOTE THAT MONTHLY INVOICES WILL ONLY BE EMAILED

Emergency Contacts Name \_\_\_\_\_

Emergency Contacts Name \_\_\_\_\_

EMPLOYER \_\_\_\_\_ PHONE: \_\_\_\_\_

**Other RV SITE “LICENSEE(S)” 18 years old and older (FOUR TOTAL LICENSEES PER RV SITE, see park mgt for exceptions)**

FULL NAME: \_\_\_\_\_ DOB: \_\_\_\_\_ DL#: \_\_\_\_\_

FULL NAME: \_\_\_\_\_ DOB: \_\_\_\_\_ DL#: \_\_\_\_\_

FULL NAME: \_\_\_\_\_ DOB: \_\_\_\_\_ DL#: \_\_\_\_\_

BY SIGNING THIS AGREEMENT, EACH LICENSEE AGREES THAT WEST BAY MARINA & RV PARK LLC MAY CONDUCT A CRIMINAL BACKGROUND AND/OR A RENTAL HISTORY CHECK ON LICENSEE.

**CHILDREN LIVING IN LICENSEE’S RV 17 years old and younger**

FULL NAME: \_\_\_\_\_ DOB: \_\_\_\_\_ School: \_\_\_\_\_

FULL NAME: \_\_\_\_\_ DOB: \_\_\_\_\_ School: \_\_\_\_\_

FULL NAME: \_\_\_\_\_ DOB: \_\_\_\_\_ School: \_\_\_\_\_

### **“LICENSEE’S RV”, VEHICLE and PET INFORMATION**

RV MODEL: \_\_\_\_\_ YEAR: \_\_\_\_\_ LICENSE# \_\_\_\_\_ SIZE: \_\_\_\_\_

VEHICLE 1 YEAR: \_\_\_\_\_ MAKE: \_\_\_\_\_ MODEL: \_\_\_\_\_ LICENSE# \_\_\_\_\_

VEHICLE 2 YEAR: \_\_\_\_\_ MAKE: \_\_\_\_\_ MODEL: \_\_\_\_\_ LICENSE# \_\_\_\_\_

IF LICENSEE(S) HAS A PULL BEHIND OR BOAT TRAILER, PARK MANAGEMENT WILL PROVIDE INSTRUCTIONS ON WHERE TO PARK IT.  
TRAILER (IF APPLICABLE) TYPE: \_\_\_\_\_ LICENSE# \_\_\_\_\_  
PET (Identify pet type, name, breed, tag #) \_\_\_\_\_

## SITE RATE CALCULATION AND PAYMENT AGREEMENT

**“MONTHLY LICENSE FEE”**: \$ \_\_\_\_\_ FOR RV SITE#: \_\_\_\_\_

### INITIAL TERM RATE CALCULATION

FIRST MONTH’S MONTHLY LICENSE FEE DUE UPON SIGNING=\$ \_\_\_\_\_  
FIRST MONTH’S LICENSE FEE WILL BE PRO-RATED IF INITIAL TERM IS LESS THAN A FULL MONTH

WATER, SEWER & TRASH FEE =\$ \_\_\_\_\_

/SEWER MONTHLY FEE OF \$20 WILL BE PRO-RATED FOR FIRST MONTH IF INITIAL TERM IS LESS THAN A FULL MONTH

PROPANE TANK LEASE/INSTALL/LEAK CHECK (IF APPLICABLE) =\$ \_\_\_\_\_

\$100.00 MOVE IN FEE (NON-REFUNDABLE) =\$ \_\_\_\_\_

\$100. ONE TIME MOVE IN FEE UPON MOVE IN ONLY APPLICABLE TO MONTH-TO-MONTH LICENSEE ONLY

MULTI SITE DISCOUNT (IF APPLICABLE) =\$ < \_\_\_\_\_ >

TO BE PRO-RATED IF THE INITIAL TERM IS LESS THAN ONE MONTH.

**“TOTAL AMOUNT DUE AND PAYABLE”** OF \$ \_\_\_\_\_

FOR THE **“INITIAL TERM”** OF \_\_\_\_\_ TO \_\_\_\_\_

ADDITIONALLY, LICENSEE PRIMARILY RESPONSIBLE FOR PAYMENT AGREES TO PAY FOR ELECTICITY AND PROPANE (IF APPLICABLE) CONSUMED DURING INITIAL TERM PLUS ANY MISC. CHARGES.

AFTER THE INITIAL TERM, LICENSEE AGREES TO PAY THE SUM OF: THE NET MONTHLY LICENSE FEE (INCLUSIVE OF ANY MULTI SITE/SLIP DISCOUNT) OF \$ \_\_\_\_\_ , A \$20 SEWER/WATER/TRASH FEE, A \$ \_\_\_\_\_ ADMINISTRATION FEE (IF APPLICABLE), ELECTRIC CHARGES, PROPANE CHARGES (IF ANY), AND MISC. CHARGES (IF ANY) = (**“TOTAL MONTHLY CHARGES”**) ON THE 1<sup>ST</sup> OF EACH MONTH AND THE TOTAL MONTHLY CHARGES ARE LATE 7 DAYS AFTER INVOICE. LICENSEE AGREES THAT THE MONTHLY LICENSE FEE AND/OR SEWER/WATER/TRASH FEE MAY BE CHANGED BY LICENSOR WITH A 30 DAY NOTICE.

IT IS FURTHER AGREED THAT BY SIGNING THIS AGREEMENT AND COMPLETING THE INFORMATION FOR EITHER CREDIT CARD OR ACH DRAFTING OF A CREDIT CARD/BANK ACCOUNT, THAT LICENSEE PRIMARILY RESPONSIBLE FOR PAYMENT AUTHORIZES WEST BAY MARINA & R.V. PARK LLC TO CHARGE/DRAFT HIS/HER ACCOUNT AT THE BEGINNING OF EACH MONTH FOR THE TOTAL MONTHLY CHARGES DUE. IF LICENSEE ELECTS NOT TO AUTHORIZE EITHER CREDIT CARD OR ACH DRAFTING OF A CREDIT CARD/BANK ACCOUNT, THEN LICENSEE AGREES TO A \$10 PER MONTH ADMINISTRATION FEE TO BE ADDED TO HIS/HER TOTAL MONTHLY CHARGES.

**West Bay Marina & R.V. Park LLC, a Texas limited liability company (“Licensor”), on the one hand, and the “Licensee(s)” identified above and signing below, on the other hand, agree as follow:**

1. **Grant of License.** Subject to Licensee’s acceptance and agreement with all the terms and conditions set forth herein above and hereinbelow, including but not limited to the “Park Rules”. Licensor hereby grants to Licensees a non-transferable, exclusive, limited month to month RV site license (the “License”) to use the “RV Site” defined above, which is located on the property generally known as West Bay Marina & RV Park in Azle Texas (the “RV Park”). The RV Park and the area generally known as West Bay Marina (the “Marina”) adjacent to the RV Park are together referenced herein as the “Premises”. This License Agreement, including by incorporation the *West Bay Marina and R.V. Park LLC RV Park Rules* below (the “Park Rules”), shall hereinafter be referred to as the “Agreement”.

2. **License Term and Renewal/Subsequent Term(s).** The Initial Term of the License begins on the first day of the Initial Period above and ends on the last day of the same month. After the Initial Term, the License will continue for month-to-month renewal and/or subsequent terms unless terminated by Licensor. The licensor shall have at its sole discretion and option the right to terminate the License or the right to amend the terms and/or conditions of this Agreement for any renewal and/or subsequent one-month term. The licensor may for any reason terminate the License as to one or more of the Licensees with fourteen (14) days’ notice. In the event Licensor does not amend the terms of this Agreement for any renewal and/or subsequent one-month term, then the terms and conditions of this Agreement shall remain the same as the prior term. In the event Licensor does not amend the terms of this Agreement for any renewal and/or subsequent one-month term but Licensor elects to terminate as to one or more Licensees for renewal or subsequent one-month term(s), then the terms and conditions of this Agreement shall remain the same on a month-to-month basis for the remaining non-terminated Licensees.

3. **Monthly License Fee; Utilities, Other Charges, Late Payments.** Licensees, jointly and severally, agree to pay (a) the “Total Amount Due and Payable” referenced above upon execution of this Agreement for the “Initial Term” referenced above and, thereafter, (b) the net “Monthly License Fee” referenced above plus any additional charges, if any, for water/sewer/trash electricity, propane gas, administration and authorized other charges (i.e. store charges) “Total Monthly Charges” on a monthly basis as set out below. All stays require the Monthly License Fee plus water/sewer/trash charges to be paid in advance and there are no refunds for early departures.

For month-to-month licensees, all charges for Monthly License Fee, water/sewer, /trash propane (if applicable), and any other misc. charges are due upon invoice and are “Delinquent” on the eighth day after invoice. A \$10 per day late fee will be accessed beginning on the eighth day after invoice. A separate late fee can be accessed for delinquent electric fees.

A \$35 fee for returned checks will be accessed.

If the License Fee, water/sewer/trash charges, electric charges, propane charges, and/or returned check fee are not paid 19 days after invoicing, then management will post notice of the default (“Notice”). If electric and/or propane charges remain unpaid five days after Notice, electric power and/or propane service to the site will be terminated. A \$10 reconnection fee will be accessed for restored electric service. If License Fees and/or other charges remain unpaid eight days after Notice, Licensor may tow and impound Licensee’s RV. Any towing and impoundments fees will accrue to current charges to Licensees.

a. **Electricity:** Sub-metered electric service is invoiced at or near the first of a month for prior month/partial month electric service usage along with the current month Monthly License Fee. The rate charged is the KWH rate

charged to the park multiplied by the KW hours used at the RV Site. A Park employee will read the meter upon moving in and around the first day of each month. It is advised that Licensee make note of the meter reading at these times as well. It is agreed that all issues concerning electric charges are between Licensee and the Park and not with Tri County Electric. All records pertaining to the calculation of the sub-metered electric bills are available at the park office during regular business hours. If Licensee becomes Delinquent on payment of billed electricity charges for more than 12 days a 5% penalty on the past due electricity charges may be assessed. Additionally, if Delinquent by more than 12 days, electric service will be subject to disconnection following a notice being taped to the front door of the RV providing five days to pay the delinquent amount plus late penalty. If Licensee is found to be tampering with an electric meter or connecting to another site's electric meter, Licensee's license will be revoked immediately.

- b. **Propane:** If Licensee elects to lease a 100-gallon propane tank, the lease rate is \$50 per year (non-prorated and non-refundable) plus a \$25 connection fee (not including parts) plus a \$25 leak test will be charged after the tank is hooked up. The licensee agrees to pay for propane usage per the gauge on the tank. The tank gauge will be read when connected and around the first of each month. The net usage (calculated gallons in tank at the beginning of the month plus any propane added less calculated gallons in tank at the end of the month) will be multiplied by our retail price per gallon of propane and added to your monthly bill.
- c. **Water/Sewer /Trash:** Licensee will be charged \$20 per month for water, sewer & trash accessed on a pro-rata basis if Licensee moves in other than the first day of the month.

4. **Use of RV Site.** Licensee's use of the RV Site is limited to the right to place "Licensee's RV" (identified above) on the site and hook up Licensee's RV to the water, sewer, trash, and electrical connections designated to the RV Site. Licensees agree he/she has not been granted by this Agreement or otherwise the general and exclusive right to possession and/or occupancy of the RV Site or any other area of the Premises during the term of the License. Licensors, or others, may enter upon the RV Site during the term of the License. The licensor retains absolute control over the RV Site and the Premises. Licensor has granted Licensees a limited license to use only the RV Site for month-to-month terms, subject to the terms and conditions set forth herein, and the use of the RV Site is non-exclusive, except as set forth hereinabove.

5. **No Real Property Right.** Licensor and Licensees hereto acknowledge and agree that the License is merely a license to use, and not an agreement to lease, the RV Site. This Agreement does not create any property rights or rights of possession or occupancy whatsoever in favor of or on behalf of Licensees and/or their guests, but only licenses to Licensees the right to use the RV Site for the purposes, and in the manner, provided for in this Agreement

6. **Behavior on the Premises.** Licensees and their guests shall always abide by all applicable laws, ordinances, orders, directions, rules, regulations, policies, Harbor Rules and specifically, but not exclusively, the Park Rules. Additionally, Licensees and their guests will not (a) permit the RV Site to be used for any commercial, illegal, or improper, immoral, objectionable purpose, and/or (b) obstruct or interfere with the rights of any other person(s). Notwithstanding any other provision herein, in the case of any violation(s) of the provisions of this section 6, (a) Licensor may at any time revoke and/or cancel this License and/or Licensee(s) access to the Premises without compensation to Licensee(s) or reduction in the Total Monthly Charges, and/or (b) Licensor may revoke any right one or more of the Licensee(s) and/or their guests have to be anywhere on the Premises including on the RV Site and ask the Licensee(s) and/or their guests to immediately leave the Premises. If the Licensee(s) and/or their guests do not immediately leave the premises upon Licensor's request, Licensor will press criminal trespass charges under *Texas Penal Code 30.05*.

7. **Entry for Inspection, Repairs, and Alterations.** Licensor expressly reserves the right to enter onto the RV Site at any time for inspection thereof and whenever necessary to make repairs, alterations, additions, clean, cut grass, and/or otherwise maintain the RV Site and the adjacent areas.

**8. INDEMNIFICATION/RELEASE/WAIVER: NEITHER LICENSOR, NOR ITS AFFILIATED COMPANIES, AND/OR ANY OF THEIR EMPLOYEE'S, MEMBERS AND/OR MANAGERS (ALTOGETHER THE "LICENSOR GROUP") ACTING ON THEIR OWN BEHALF, AND/OR ON BEHALF OF LICENSOR, SHALL HAVE ANY LIABILITY OR RESPONSIBILITY OF ANY KIND FOR ANY LOSS, DAMAGE OR INJURY TO OR DEATH OF ANY PERSON OR PROPERTY IN OR AROUND THE RV SITE OR ON OR IN ANY OTHER PART OF THE PREMISES AND/OR ANY RELATED FACILITIES, AND/OR FOR DAMAGE TO THE LICENSEE'S RV ITSELF, BY ANY CAUSE, EVEN THOUGH SUCH LOSS, DAMAGE, INJURY, OR DEATH WAS CAUSED IN WHOLE OR IN PART BY THE NEGLIGENCE (WHETHER SOLE, JOINT, OR CONCURRENT), GROSS NEGLIGENCE, STRICT LIABILITY OR OTHER LEGAL FAULT OF LICENSOR AND/OR ANOTHER MEMBER OF THE LICENSOR GROUP. LICENSEES HEREBY WAIVE AND RELEASE LICENSOR AND OTHER MEMBERS OF THE LICENSOR GROUP FROM ANY LIABILITY OR RESPONSIBILITY OF ANY KIND FOR ANY LOSS, DAMAGE OR INJURY TO OR DEATH OF ANY PERSON OR PROPERTY ON, IN OR AROUND THE RV SITE OR ON, IN OR AROUND ANY OTHER PART OF THE PREMISES, AND/OR ANY RELATED FACILITIES AND/OR FOR DAMAGE TO LICENSEE'S RV ITSELF, FROM ANY CAUSE, EVEN THOUGH SUCH LOSS, DAMAGE, INJURY, OR DEATH WAS CAUSED IN WHOLE OR IN PART BY THE NEGLIGENCE (WHETHER SOLE, JOINT, OR CONCURRENT), GROSS NEGLIGENCE, STRICT LIABILITY OR OTHER LEGAL FAULT OF LICENSOR AND/OR AND OTHER MEMBER OF THE LICENSOR GROUP. LICENSEES AGREE TO INDEMNIFY, DEFEND, AND HOLD THE LICENSOR GROUP HARMLESS FROM ALL LIABILITIES, CLAIMS, LOSSES, COSTS AND EXPENSES, INCLUDING ATTORNEY'S FEES, ARISING FROM OR RELATING IN ANY WAY TO LICENSEE'S USE OF THE RV SITE AND/OR ANY OTHER PART OF THE PREMISES, AND/OR ANY RELATED FACILITIES AND/OR THE ACTS OR FAILURE TO ACT OF ANY OF THE LICENSOR GROUP'S AND/OR LICENSEE'S VISITOR'S AND GUESTS, EVEN THOUGH SUCH LOSS, DAMAGE, INJURY, OR DEATH WAS CAUSED IN WHOLE OR IN PART BY THE NEGLIGENCE (WHETHER SOLE, JOINT, OR CONCURRENT), GROSS NEGLIGENCE, STRICT LIABILITY OR OTHER LEGAL FAULT OF LICENSOR AND/OR ONE OR MORE OTHER MEMBER OF THE LICENSOR GROUP. NOTWITHSTANDING ANYTHING TO THE CONTRARY CONTAINED IN THIS AGREEMENT OR PROVIDED BY APPLICABLE LAW OR IN EQUITY, ANY LIABILITY OF LICENSOR AND/OR OTHER MEMBER(S) OF LICENSOR GROUP ARISING FROM OR IN ANY WAY RELATING TO THIS AGREEMENT OR USE OF THE RV SITE AND/OR OF ANY OTHER PART OF THE PREMISES, AND/OR ANY RELATED FACILITIES SHALL BE STRICTLY LIMITED TO THE AMOUNT OF THE**

**MONTHLY LEASE PAYMENTS WHICH HAVE ACTUALLY BEEN PAID BY LICENSEES UNDER THIS AGREEMENT, EVEN THOUGH SUCH LOSS, DAMAGE, INJURY, AND/OR DEATH WAS CAUSED IN WHOLE OR IN PART BY THE NEGLIGENCE (WHETHER SOLE, JOINT, OR CONCURRENT), GROSS NEGLIGENCE, STRICT LIABILITY OR OTHER LEGAL FAULT OF LICENSOR AND/OR OTHER MEMBER OF THE LICENSOR GROUP. THIS AGREEMENT IN NO WAY CREATES OR SHALL BE DEEMED TO CREATE A GENERAL OBLIGATION OF THE LICENSOR AND/OR ANY OTHER MEMBER OF THE LICENSOR GROUP AND SHALL BE STRICTLY CONSTRUED AND LIMITED AS PROVIDED IN THE PRECEDING SENTENCE.**

**9. Default; Termination.**

(a) **Termination with Cause.** In the event that Licensee(s) fail to pay to Licensor when due any amount (including the Monthly License Fee, water, sewer, trash electricity move in and/or any other fees) required to be paid by Licensees pursuant to the terms of this Agreement, or in the event the Licensees otherwise default in the performance or observation of its duties and obligations under this Agreement, after a twelve (12) day written notice by Licensor to Licensee(s) to cure such default, Licensor may at its option, terminate the License. Upon termination for any reason, the License and all other rights and privileges of Licensees under this Agreement shall immediately terminate without further action by Licensor. Licensor shall have the right to immediate possession of the RV Site and any property attached to, placed in, or placed on the RV Site shall immediately become Licensor's property. Such property may be disposed of or may be retained at Licensor's sole discretion.

(b) **Termination without Cause.** The licensor also reserves the right to revoke this License at any time "at will" by giving Licensees at least thirty (30) days written notice of such termination. In the case of a termination without cause, Licensor shall immediately refund to any one Licensee a prorated portion of the Total Monthly Charges based upon the number of remaining paid for days during the License Term. Upon termination of this Agreement, all rights of the Licensees to enter upon the RV Site and/or any other part of the Premises shall cease immediately, with the sole exception of entry, at a time and place approved by Licensor in writing, for the sole purpose of removing Licensee(s) RV and any materials attached to, placed in or placed on the RV Site by Licensee. Should such materials attached to, placed in or placed on the RV Site by Licensee(s) not be removed at a time and place approved by Licensor in writing, such other materials, shall become Licensor's sole property. Such property may be disposed of or may be retained at Licensor's sole discretion.

**10. Legal Fees.** Whether suit is filed or not filed, Licensee(s) agree to pay all costs and expenses, including attorney's fees, incurred by Licensor in enforcing this Agreement against Licensee(s).

**11. Governing Law.** The parties agree that this License and Agreement shall be governed by the laws of the State of Texas without regard to principles of conflicts of law. Any action brought to enforce any of the terms and conditions of this License and/or Agreement shall be brought in the courts of Tarrant County, Texas.

**12. Notices.** Any notice provided herein shall be effectively served by personal delivery, by certified mail, and/or by posting such notice onto Licensee's RV.

**13. Entire Agreement.** This Agreement expresses the entire agreement of the parties with respect to the matters provided for herein and supersedes all oral and written agreements and communications previously made by the parties hereto. This Agreement may only be amended or modified by an instrument in writing, signed by the parties to be bound.

In the event the License and/or the Agreement is amended, modified extended, and/or terminated, the Indemnification/Release/Waiver agreements of paragraph 8 shall survive and remain binding upon Licensee(s).

**13. No Partnership, Joint Venture, or Agency Relationship.** Nothing in this Agreement is intended to or shall be deemed to constitute a partnership or joint venture between the parties. Neither party shall hold itself out as a partner, joint ventures, or an agent of the other under this Agreement.

**17. Severability.** If any portion of this Agreement is severed -- that is, held indefinite, invalid, or otherwise unenforceable - the rest of this Agreement continues in full force. But if the severance of a provision affects a party's rights, the severance does not deprive that party of its available remedies, including the right to terminate this Agreement.

**18. "AS IS" CONDITION, WAIVER OF WARRANTIES.** Licensee acknowledges and represents he/she has examined the RV Site and the remainder of the Premises, and he/she is relying solely upon such examination in entering into this Agreement. The license acknowledges the RV Site is in acceptable and good condition. Licensee hereby unconditionally and irrevocably waives and releases any and all actual or potential rights he/she may have regarding any form of warranty, express or implied, arising by operation of law, including, but in no way limited to any implied warranty of suitability, condition, habitability, merchantability, or fitness for any particular purpose, relating to the RV Site and/or the Premises, and/or any other matter; such waiver and release being absolute, complete, total and unlimited in any way.

**19. Representation of Comprehension of Document and Release/Waiver of Fraudulent Inducement Claims.** In entering into this Agreement, Licensee represents and warrants he/she has completely read, fully understands, and voluntarily accepts all terms and conditions of this Agreement. Licensee represents, and warrants Licensor and/or Licensor Group made no representations outside this Agreement which were relied upon by Licensee in entering into this Agreement and Licensees waive and/or release any/all fraudulent inducement claims relating to this Agreement.

## **West Bay Marina and R.V. Park LLC RV "Park Rules"**

**ALL LICENSEES, THEIR GUESTS, AND OTHERS ON THE PREMISES MUST ABIDE BY THE PARK RULES BELOW.**

**WEST BAY MARINA AND RV PARK LLC. (the "Park") RESERVES THE RIGHT TO AMEND, ADD TO, OR MODIFY THE PARK RULES AT ANYTIME WITHOUT PRIOR NOTICE.**

### **ARRIVALS AND DEPARTURES:**

- New arrivals must contact someone in the office when they arrive. A park employee will assist in parking one's RV to make sure it is the correct site and properly positioned.
- Check in time is 12:30 pm to 5:00 pm for overnight stays and check out time is noon. Any changes must be approved by management in advance.
- Boat launching is not included in the RV site rates. Please see management about boat launching, boat storage, and/or trailer parking/storage.

### **RV RIG, OTHER VEHICLE AND RV SITE APPEARANCE:**

- Management reserves the right to prohibit accommodations for RVs and other vehicles that are not deemed to be in good and clean condition and appearance; and if an existing RV or other vehicle has deteriorated due to age/neglect etc. management reserves the right to cancel pending license.
- No structures of any type may be constructed at a RV site without the prior approval of management.
- If structures located on a RV site become unsightly due to lack of maintenance, age, etc. (in the opinion of management) then licensee will be given the option to repair, replace, or remove the structure.
- Outside storage is not permitted. RV sites must always be kept clean and clear of litter.
- No swimming pools or trampolines are permitted at RV sites.
- Holiday decorations must be removed within 14 days after the holiday.

WEST BAY MARINA & R.V. PARK LLC      RV SITE MONTH TO MONTH LICENSE AGREEMENT  
6925 LIBERTY SCHOOL TAP ROAD, AZLE, TX 76020      PHONE: (817) 444-1622      EMAIL: office@westbaymarinatx.com

INITIALS \_\_\_\_\_ INITIALS \_\_\_\_\_ INITIALS \_\_\_\_\_ INITIALS \_\_\_\_\_

- No boat trailers or tow-behinds are permitted at RV sites. See Park management concerning where to park trailers and if there is a charge for storage.
- Trees may not be cut down or trimmed without park management approval.
- Absolutely no watering the roof of RV's is permitted for the purpose of cooling the roof.

**DOGS & OTHER ANIMALS:**

- Dogs may be permitted provided they are not among the following breeds or mixed breeds: Pit Bulls & Staffordshire Terriers, Doberman Pinschers, Rottweilers, German Shepherds, Chows, Great Danes, Presa Canarios, Akitas, Alaskan Malamutes, Bull Mastiffs, Siberian Huskies, and Wolf-hybrids or any other dog that is aggressive in the opinion of park management. Exceptions can be made for certified service dogs that may be of a breed noted above.
- All dogs must have collars and wear a valid tag showing they have a current rabies vaccination.
- No more than one dog per RV site without written approval from management.
- Fences for dogs cannot be built/installed without management approval.
- All dogs must be kept on a leash when not inside your RV (unless inside an approved fence). Dogs may not be chained up or caged outside the RV.
- Dogs must always be cleaned up after and may not run free in the park under any circumstances.
- Excessive barking will not be tolerated.
- Failure to adhere to the above rules concerning dogs may result in revocation of License.
- No other types of pets are allowed without written permission of management. No chickens, horses, cows, pigs or other farm type animals are permitted.
- Dog owners will be liable for all damages and/or injury caused by their dog. If management receives more than two written complaints with respect to excessive barking, biting a person or other dog, or displaying aggressive behavior, the licensee(s) will be required to remove the dog from the park.

**PARKING AND VEHICLES:**

- In many cases only one motor vehicle (other than Licensee's RV) may be parked at the RV site. Subject to Park management's approved variance, some RV sites may be allowed two vehicles per site. See Park management regarding requests for more than two vehicles (other than RV) on park premises. Overflow parking is available. See management for specific overflow parking areas and for additional fees (if any).
- Those licensees and accompanied guest wishing to visit the beach area or restaurant (or work at the restaurant) on busy weekends shall walk or use a golf cart.
- All vehicles owned/used by a licensee must be identified on that licensee's license agreement.
- The speed limit in the park is 5 MPH and this applies to all types of vehicles.
- No parking on the roadway. Towing is enforced for vehicles improperly parked.
- No vehicles allowed in grass areas of the park.
- All motorized vehicles operated on the premise must have a current registration, be in good physical repair (i.e., no wrecked vehicles) and must be operable. Loud mufflers are not allowed.
- Licensees may not build, rebuild, or repair vehicles or their RV anywhere on the Premises at any time – other than inside approved storage buildings.

**Towing & Booting Policies**

\*Towing can and will be enforced for all un-authorized vehicles on these premises. Unauthorized vehicles **include** any vehicle associated with an RV site, Land storage, or boat slip that is in arrears on their account.



\***Booting** of the tire/axle of an RV, boat trailer, or other vehicle on these premises will be enforced for licensee's and lease's that are in arrears on their account.

**GOLF CARTS & SIMILAR TYPE VEHICLES:**

- The operation of Dirt Bikes, go-carts or similar vehicles off-road type vehicles are not permitted anywhere on the premises.
- Cart operator must hold a valid driver's license unless driver is accompanied by a parent or guardian who has a valid driver's license. Parent or guardian must always be in the front seat next to a child driving the cart.
- Vehicles must be in good working condition. No loud mufflers allowed.
- Vehicles must have working headlights and headlights must be turned on when cart is being operated at night. Flashlights are not a replacement for working headlights.
- Vehicles may only be driven on roadways. Absolutely no carts are to be in the recreation area and carts are not to be driven between RV sites.
- No driver may operate a vehicle in a manner that may endanger themselves or others.
- No more than two golf carts or similar type vehicles per RV site and carts must not be parked in the roadway at any time.
- No one shall be allowed to ride on a cart while standing, squatting, or otherwise not sitting in a designated seat.
- "No Parking" signs apply to carts as well as other types of motor vehicles.
- Failure to abide by the above rules concerning carts or similar type vehicles may result in licensee losing their right to use the golf cart on park premise or termination of your license to be on park

**SWIMMING AND FISHING:**

- Swimming is allowed in the designated swimming area only. No lifeguards are on duty and children should always be accompanied by their parent(s) or guardian.
- No swimming is ever allowed off the boat docks or seawall. Many of the docks contain underwater bracing that cannot be seen from the surface. Extreme care must always be taken when walking on a boat dock.
- If licensee invites a guest(s) to go swimming and/or picnicking, the guest(s) must always be accompanied by the licensee.
- Fishing is allowed off the seawall or A-dock only for licensees that have been issued a valid fishing permit. Licensee must obtain a permit and a full list of fishing rules in the office during normal business hours. Each licensee and their spouse/significant other will be issued a fishing permit. Additional permits may be purchased at the office.
- Guest(s) of licensee(s) that wish to fish must purchase a fishing permit.
- Do not place fish parts in ANY trash receptacle.

**TRASH DISPOSAL:**

- All trash disposed of on these premises must have been generated at these premises. No trash of any type shall be brought into the marina for disposal.
- No trash of any kind is to be left outside the disposal facility.
- Trash should be securely bagged and placed inside the dumpster and as far back as possible.
- All cardboard boxes must be broken down and placed inside the dumpster.
- No furniture, appliances, water heaters, mattresses, large items, construction debris, auto or boat parts or other durable goods are to be put into the dumpster or left outside the disposal site. All these types of garbage must be taken to the City Dump by you.
- Other open top dumpsters that may be on premises, from time to time, are for marina use only.

- No fish or fish parts are to be put into the dumpster.
- No trash or bags of trash can be placed under your RV or anywhere on the RV site.
- If dumping liquids (not motor oil, flammables or paint as these items can never be put in the trash) They must be sealed in a container that will remain leak free.
- Those caught in violation of our rules with regards to trash disposal will be subject to fines and/or eviction. See management for a current schedule of fines for not following trash disposal rules.

**GENERAL RULES:**

- Quiet hours are generally from 10:00pm to 8:00am. Occasionally, (mostly on weekends and holidays) There will be occasions when a band may be playing after 10:00pm at the bar or in the park. Quiet hours do not apply to waste removal companies, delivery trucks, boat launching or school buses.
- No licensee(s) or guest(s) of a licensee shall be present around boat ramp, seawall, or path to trailer parking area and disrupt, create a bad atmosphere, kid, chastise, make fun of, heckle etc. anyone attempting to launch a boat, attempting to load a boat on a trailer, attempting to back a trailer down the ramp and/or exiting the ramp area to a trailer parking area. {While the boat ramp area can be most entertaining WE (you and the Park) do not want to get a bad reputation among boaters that West Bay and the people that live here create a bad atmosphere for boaters and their families anywhere on the Premises including (with zero tolerance) at the boat ramp. Everyone has a bad day occasionally and a critical audience can make matters worse}.
- Licensees are asked to notify park management in cases where someone is speeding in the park and are asked to refrain from calling out those who may be driving more than 5 MPH.
- No open fires are permitted unless contained in a bar-b-que, smoker or small chimenea.
- Do not move your RV from your currently assigned RV site without management approval. There will be a \$50 move fee applied each time a move is approved.
- Licensee’s and their guests that smoke should not throw cigarette butts on the ground.
- No clothes lines are permitted.
- All guests/visitors of Licensees that will be staying more than 7 days must be added to the license agreement and provide information to have background checked for criminal activity. No more than 4 people staying overnight (licensees and guests combined) per site without management approval.
- Offensive activities, abusive language, interference with RV park employees, RV park owners, marina tenants, their guests, any park or marina visitor, other park licensees and/or guests by licensee’s, them guests, or children can be cause for revocation of a license.
- Absolutely no sub-letting of a RV site or RV is allowed.
- Discharge of firearms, paintball guns, BB Guns, pellet guns, sling shots and/or fireworks of any kind is not permitted on park premises.
- Licensees will be held liable for damage to grounds, electric meters, plumbing, etc. should damage be due to licensee’s or their guest(s), visitors, or children’s negligence.
- The use of a sewer ring or other means to contain sewer gases must be used and are not furnished by the park. All sewer lines must be free of leaks and have a “dough-nut” or treaded attachment to us sewer lines.
- Generators will only be operated (1) during true emergencies or (2) for monthly systems checks during Park office normal business hours.
- No person is allowed to climb trees or stand on picnic tables. No one can ride bicycles after dark.
- A minor curfew is enforced. Minors, without their parents or guardians with them, should be at them RV site between 10PM & 6AM. Children should always be accompanied by parent or guardian around boat ramp and docks. No child under the age of 16 should ever be on a boat dock without parental supervision.

- Providing anyone, that is not a resident of your RV, with the gate code for the rear gate will result in loss of use of the rear gate and/or eviction.
- No licensee, tenant or their guest(s) may put chairs on the walkway in front of the restaurant/bar at any time, nor should they congregate in that area or stand at the fence with the expectation of listening to a band that might be performing.
- No licensee or tenant may rent their boat, jet ski or RV to others. As in a VRBO or boat rental operation.
- No person wishing to launch their boat or jet ski at West Bay Marina shall not do so with the intention of renting the vessel to others.
- All commercial operations that wish to use our facilities must have an approved application on file and have paid the proper fee. This includes but is not limited to dock building/repair, fishing guides, etc.

**I, LICENSEE PRIMARILY RESPONSIBLE FOR PAYMENT \_\_\_\_\_, HAVE READ THIS AGREEMENT AND I AGREE TO BE BOUND BY ALL TERMS AND CONDITIONS OF THIS AGREEMENT AND PARK RULES.**

**Signed: \_\_\_\_\_ Date: \_\_\_\_\_**

**I, LICENSEE , \_\_\_\_\_ HAVE READ THIS AGREEMENT AND I AGREE TO BE BOUND BY ALL TERMS AND CONDITIONS OF THIS AGREEMENT AND PARK RULES.**

**Signed: \_\_\_\_\_ Date: \_\_\_\_\_**

**I, LICENSEE , \_\_\_\_\_ HAVE READ THIS AGREEMENT AND I AGREE TO BE BOUND BY ALL TERMS AND CONDITIONS OF THIS AGREEMENT AND PARK RULES.**

**Signed: \_\_\_\_\_ Date: \_\_\_\_\_**

**I, LICENSEE , \_\_\_\_\_ HAVE READ THIS AGREEMENT AND I AGREE TO BE BOUND BY ALL TERMS AND CONDITIONS OF THIS AGREEMENT AND PARK RULES.**

**Signed: \_\_\_\_\_ Date: \_\_\_\_\_**

**AGREED: LICENSOR - WEST BAY MARINA & RV PARK, LLC**

**By: \_\_\_\_\_ Date: \_\_\_\_\_**

**Title: \_\_\_\_\_**

**AUTOMATIC MONTHLY PAYMENT**

**Credit Card Info: This part of the contract will be shredded once the information has been entered into an encrypted data base.**

Name on Card: \_\_\_\_\_

Card # \_\_\_\_\_

Expiration Date; \_\_\_\_\_ CCV number \_\_\_\_\_

Billing address for Card: \_\_\_\_\_ City \_\_\_\_\_ Zip \_\_\_\_\_

COPY OF ID : \_\_\_\_\_



**FOR AUTOMATIC BANK DRAFT COMPLETE ATTACHED AUTHORIZATION FROM**