

Hill Country Hollow RV Park Guest Agreement

This Month-to-Month RV Park Guest Agreement (the "Agreement") is made and entered into on this _____ day of _____, 20_____, by and between:

Park Owner/Management: RCRV LLC

12270 Rebecca Creek Rd Spring Branch, Tx 78070

210-446-9795

hillcountryhollowrv@gmail.com

(Hereinafter referred to as "Park Management")

Guest(s):

Guest Name(s) _____

Current Address _____

Phone Number _____

Email Address _____

(Hereinafter referred to as "Guest")

RV Information: Make: _____

Model: _____

Year: _____ **License Plate/State:** _____ Length: _____ ft

1. Property Description: The Park Management agrees to provide a designated RV site (the "Site") located at: Site Number: _____ RV Park Address: 12270 Rebecca Creek Rd Spring Branch, Tx 78070 for the Guest's recreational vehicle.

2. Term of Agreement: This Agreement shall commence on _____, 20_____, and shall continue on a month-to-month basis until terminated by either party in accordance with the terms herein.

3. Fees: Monthly Site Fee: The Guest agrees to pay a monthly fee of **\$550** (USD) for the use of the Site. **Due Date:** Payment is due on the **1st day of each month, in advance.** **Late Fees:** **A late fee of \$50 per day will be charged for any payment not received by the due date.** **Electricity/Security Deposit:** A security deposit of **\$200** is required upon signing this Agreement. This deposit will be held by Park Management and may be used to cover any damages to the site, unpaid fees, or costs incurred due to violation of park rules. The deposit, less any deductions, will be returned to the Guest within seven (7) days after the termination of this Agreement and vacating the Site. **Other Fees (if applicable):** * Application Fee: **\$35** (Non-refundable) * Additional Occupant Fee: **\$50** per month per additional occupant (beyond **2 occupants**) * **Payment methods accepted:** Cash, check, Zelle, or credit card (subject to processing fees). **Checks are to be made out to RCRV LLC**

Additional charges may apply for returned checks, failed electronic payments, or other payment-processing expenses.

4. Utilities: Included: The following utilities are included in the monthly rent: * Water * Sewer * Trash* Wifi* **Metered/Billed Separately:** The Guest is responsible for the cost of electricity. Electricity will be metered and billed separately based on usage. Payment for electricity is due upon receipt of the bill. **Guest Responsibility:** Guest is responsible for their own propane and any other utilities not specifically listed as included.

5. Park Rules and Regulations: The Guest agrees to abide by all current and future rules and regulations of Hill Country Hollow RV Park, which are incorporated into this Agreement by reference. A copy of the current park rules and regulations has been provided to and received by the Guest. Key rules include, but are not limited to: **5 mph speed limit throughout the park.** **Site Appearance:** The Site must be kept clean, orderly, and free of clutter. No clotheslines, window ac units, permanent structures, sheds, or fences are permitted without prior written approval from Park Management. **Quiet Hours:** are from **10 PM to 8 AM**. During these hours, noise should be kept to a minimum. **Pets:** Pets are welcome but must be kept on a leash at all times when outside the RV. Proof of current rabies vaccinations required. Guest is responsible for immediately cleaning up after their pets. Aggressive breeds are not permitted. A maximum of **(2)** pets are allowed per site, unless the guest has received written approval from Park Management. Guest assumes full responsibility for any damage or harm to people caused by their pets. **Vehicles:** A maximum of 2 vehicles (in addition to the RV) are permitted per site. Vehicles must be operable, properly registered, and legally parked. No vehicle may block roads, fire lanes, utility access, neighboring sites, or emergency access. Abandoned, inoperable, unregistered, improperly parked, or unauthorized vehicles may be removed or towed in accordance with applicable law. Guest shall be responsible for lawful towing, storage, and related expenses arising from Guest's vehicle or violation. Guests shall park in their designated spot. No parking on grass or in unoccupied sites. **Electric Vehicle Charging is Not Permitted.** **Children:** must be supervised by an adult at all times. **Trash:** All trash must be disposed of in designated receptacles. **Subletting** is not permitted. Guest shall not rent their RV or site without the written consent. **Deliveries:** In an effort to minimize traffic through the park and maintain privacy for Guests, mailed packages

shall be delivered to the drop box by the gate. Food deliveries such as Uber eats, etc shall be picked up by Guests at the gate. Propane deliveries to RVs are acceptable.

Guest assumes full responsibility for anyone they invite or bring into the park.

Emergency access: Guest authorizes Park Management, its employees, contractors, and emergency personnel to enter the Site when reasonably necessary to: respond to an emergency, protect life or property, address a hazardous condition, inspect or repair Park-owned infrastructure, prevent damage, address utility emergencies, or comply with applicable law. **Abandoned Property:** Guest shall be responsible for reasonable costs associated with lawful removal, towing, transportation, storage, cleanup, disposal, or other handling of abandoned property.

Utility Use: Due to hill country water conservation restrictions, Guests may not wash RVs or vehicles on site. Water is for household use only. Guest agrees to use utilities reasonably and only for ordinary residential/RV purposes. Guest shall use only the water, electric, and sewer connections designated for the Site. Guest shall maintain proper connections and shall immediately report leaks, broken connections, sewage backups, or other utility problems. **Surge protector is required between pedestal connection and RV.** Guest shall not overload electrical systems, alter utility connections, install unauthorized electrical equipment, or connect to utilities in a manner not approved by Park Management. Guest shall be responsible for damage caused by misuse, unauthorized modification, improper connection, overloading, freezing, or other negligent or improper use of utilities by Guest or persons associated with Guest. Guest shall immediately notify Park Management of any electrical problem, burning odor, sparking, damaged outlet, tripped breaker, exposed wiring, or other potentially hazardous condition. Guest is responsible for damage to park electrical infrastructure caused by Guest, Guest's RV, vehicles, equipment, contractors, guests, or invitees, except to the extent caused by the Park Management's gross negligence or other liability that cannot legally be shifted.

Guest shall not discharge grease, chemicals, hazardous substances, gasoline, solvents, paint, wipes, diapers, or other prohibited substances into the sewer system. Guest shall use an appropriate sewer connection and any required sewer support equipment. Guest shall be responsible for damage, contamination, blockage, cleanup, or repair costs caused by Guest's misuse of the water or sewer system. Guest shall not make permanent modifications to water, sewer, electrical, or other utility infrastructure without written permission from Park Management. **Firearms:** Guest and visitors must comply with all applicable federal, state, and local laws concerning firearms and other weapons. No person may use, discharge, display, or handle a firearm or other weapon in a manner that threatens, intimidates, endangers, or unreasonably disturbs another person. Discharging firearms within the RV Park is prohibited. Brandishing, threatening use of, or using a weapon in connection with criminal, threatening, or violent conduct is strictly prohibited. Nothing in this Agreement is intended to prohibit lawful possession of firearms or other weapons where such possession is protected by applicable law.

PROHIBITED ACTIVITIES: Unless expressly approved in writing, Guest may not: operate a business from the Site, conduct commercial repairs, store hazardous materials, store large quantities of fuel, conduct auto repair, dismantle vehicles, operate heavy machinery, create excessive noise, dump waste, discharge wastewater improperly, construct unauthorized structures, sublease the Site, assign this Agreement, permit another RV to occupy the Site; or engage in any activity that creates an unreasonable safety, health, nuisance, or property risk. Open fires and fireworks are strictly prohibited. Illegal activities, public intoxication, excessive noise, disruptive behavior, and any activity that disturbs other guests or park operations are strictly prohibited. Guest must adhere to all Rules of the Campground which may be amended without notice, and Guest acknowledges receipt of current Rules. There are no oral understandings, terms or conditions and neither party has relied upon any representation, express or implied, not contained in this Agreement.

6. Maintenance and Repairs: Guest Responsibility: The Guest is solely responsible for the maintenance and repair of their RV. **Park Management Responsibility:** Park Management is responsible for the maintenance of common areas and utilities up to the connection point at the Site.

7. Liability and Insurance: Guest Liability: The Guest assumes all risk of loss or damage to their RV, personal property, and for any injury to persons or property arising from their use of the Site or park facilities, except to the extent caused by the negligence or willful misconduct of Park Management. **Insurance:** Guest is strongly encouraged to carry appropriate liability and property insurance for their RV and personal belongings. Park Management is not responsible for loss or damage due to theft, vandalism, fire, natural disaster, or any other cause.

ASSUMPTION OF RISK

Guest acknowledges that occupancy and use of an RV Site and RV Park involve inherent and other risks, including but not limited to: slips and falls, uneven ground, severe weather, storms, lightning, flooding, fire, falling branches or trees, insects and wildlife, utility interruptions, electrical hazards, water or sewer problems, vehicle accidents, recreational activities, criminal acts of third parties, theft, damage to property, and injury, illness, or death. Guest voluntarily assumes the risks associated with Guest's use and occupancy of the Site to the fullest extent permitted by law. **Visitors:** Guests are responsible for the conduct of their visitors. All visitors must adhere to park rules.

8. Termination:

By Guest: The Guest may terminate this Agreement by providing Park Management with at least **30 days' written notice prior to the desired departure date**. Departure without the required written notice will result in loss of the security deposit.

By Park Management: Park Management may terminate this Agreement for any reason by providing the Guest with at least 30 days' written notice. **Immediate Termination:** Park Management may terminate this Agreement immediately without notice if the Guest violates any material term of this Agreement, including but not limited to, non-payment of rent, violation of park rules that poses a threat to safety or property, or engaging in illegal activities. In such cases, the Guest agrees to immediately vacate the Site.

Holdover: If the Guest fails to vacate the Site upon termination of this Agreement, the Guest shall be liable for double the daily rate **(\$50)** for each day of holdover, plus any additional damages incurred by Park Management.

9. Governing Law: This Agreement shall be governed by and construed in accordance with the laws of the State of Texas.

10. Entire Agreement: This Agreement, together with the attached Park Rules and Regulations, constitutes the entire agreement between the parties and supersedes all prior discussions, negotiations, and agreements, whether oral or written. Any modifications to this Agreement must be in writing and signed by both parties.

11. Severability: If any provision of this Agreement is determined to be invalid or unenforceable, the remaining provisions shall remain in effect to the fullest extent permitted by law. Any unenforceable provision shall be interpreted or modified only to the minimum extent necessary to make it enforceable, if permitted by law.

This Agreement, together with any attached Park Rules, addenda, exhibits, and written amendments signed by the parties, constitutes the entire agreement between the parties regarding the Site. Any modification must be in writing and signed by the parties when required by applicable law.

12. INDEMNIFICATION, RELEASE AND HOLD HARMLESS:

Guest acknowledges and agrees that use and occupancy of the RV Site and participation in activities at or about the RV Park involve inherent and other risks, including, without limitation, risks of personal injury, illness, death, property damage, theft, fire, weather-related events, utility interruptions, accidents, criminal or wrongful acts of third parties, and injuries or damages arising from the acts or omissions of Guest, Guest's occupants, family members, guests, invitees, visitors, contractors, or other persons associated with Guest.

To the fullest extent permitted by Texas law, Guest voluntarily assumes all risks associated with Guest's use, occupancy, maintenance, and enjoyment of the RV Site and the RV Park and releases, waives, and agrees not to hold liable the RV Park, its owner(s), landlords, officers, managers, employees, agents, contractors, and representatives (collectively, the "Released Parties") for any claim, demand,

cause of action, liability, loss, cost, expense, property damage, personal injury, illness, or death arising out of or relating to Guest's use or occupancy of the RV Site or RV Park, including claims arising from the condition, maintenance, repair, or use of the RV Site, common areas, roads, grounds, utilities, recreational areas, or other portions of the RV Park.

This release and assumption of risk expressly includes claims arising from the ordinary negligence, premises liability, or other negligent acts or omissions of the Released Parties, to the fullest extent such release is permitted by Texas law. Guest acknowledges that this provision specifically and expressly applies to claims based upon the negligence of the RV Park or any other Released Party.

Guest further agrees to indemnify, defend, and hold harmless the Released Parties from and against any and all claims, demands, lawsuits, causes of action, liabilities, damages, judgments, losses, fines, penalties, costs, and expenses, including reasonable attorneys' fees and litigation expenses, arising out of or relating to: (1) Guest's use, occupancy, or maintenance of the RV Site; (2) the acts or omissions of Guest or Guest's occupants, family members, guests, invitees, visitors, contractors, or other persons associated with Guest; (3) any damage to property or injury to any person caused by Guest or persons associated with Guest; (4) Guest's RV, vehicles, equipment, animals, recreational activities, or personal property; or (5) any violation by Guest of this Agreement or the RV Park's rules and regulations.

This indemnification obligation includes claims brought by third parties and, to the fullest extent permitted by Texas law, includes claims alleging negligence or other fault of a Released Party when such claim arises out of or is connected with the acts or omissions of Guest or persons associated with Guest.

Nothing in this Agreement shall be interpreted to release, waive, or indemnify any party for conduct for which such release, waiver, or indemnification is prohibited by applicable law, including gross negligence, intentional misconduct, or any other liability that cannot legally be waived or shifted by contract. If any portion of this provision is determined to be unenforceable, the remaining portions shall remain in full force and effect to the maximum extent permitted by law.

Guest acknowledges that Guest has read this provision, understands its significance, has had the opportunity to seek independent legal advice before signing this Agreement, and voluntarily agrees to its terms.

13. Acknowledgment: By signing below, the Guest acknowledges that they have read, understood, and agree to all terms and conditions of this Agreement and the attached Park Rules and Regulations.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first written above.

PARK MANAGEMENT:

Signature: _____ Date: _____

Printed Name: _____

GUEST(S):

Signature: _____ Date: _____

Printed Name: _____

Signature: _____ Date: _____

Printed Name: _____