

Campground Site Service Agreement

This site service agreement (the "Agreement") is made and entered into to be effective as of the last date written below (the "Effective Date") by the undersigned parties (defined below).

- 1. RV Site:** Stone Creek RV Park ("Campground") hereby provides services on Site _____ (the "RV Site") of the Campground at 18905 IH 35 N, Schertz, TX 78154 ("Address").
- 2. Term:** The initial term of this Agreement shall commence on _____ and end one month after (the "Initial Term"). Unless terminated by either party, after the expiration of the Initial Term, this Agreement shall automatically continue on a month-to-month basis.
- 3. Number of Occupants:** Guest agrees that the site shall be occupied by no more than _____ adult(s) and _____ child(ren) under the age of 18 years old, without the written consent of the Campground.
- 4. Pets:** The Campground must approve pets in writing. Breed restrictions apply.
- 5. Park Rates, Other Charges, and Late Fees:** Guest shall pay Campground \$ _____ per month. Fees shall be paid in advance and without demand beginning on the Effective Date of the Initial Term and thereafter on the _____ day of each subsequent month. Rates are subject to change without notice. All payments are due and to be made payable to Campground at the address provided below. Guest shall also pay Campground all electrical power charges used by Guest in connection with the use of the RV Site. The Beginning meter reading will be taken on the 1st. day Guest occupies the RV Site. Campground will assess a \$25.00 one time late fee plus \$5.00 per day past the due date if the total amount of Fees or any other charge due under the terms of this Agreement is not received within 5 days after the due date.
- 6. Deposit:** Upon the Effective Date of this Agreement, Guest agrees to pay Campground \$250.00 for Guest's use of electrical power on the RV Site ("Electric Deposit"). The Electric Deposit shall be refunded to Guest upon termination or expiration of this Agreement provided Guest has not committed any Acts of Default (as defined below) and has fulfilled all other provisions of the Agreement, including the covenant to occupy the RV Site, pay fees and other charges due for the full term of the Agreement.
- 7. Rules and Regulations:** Guest and their invitees and all occupants shall comply with the written rules and regulations provided to Guest (a copy of which are attached hereto as Exhibit A and incorporated herein for all intents and purposes). Guest agrees to comply with all state and federal laws, rules, ordinances and regulations applicable to the property. Guest agrees to comply with any and all changes in the rules or regulations that the Park Owner may make.
- 8. Campground's Right to Terminate Agreement:** Campground may terminate this Agreement for any or no reason by providing User a notice to vacate the RV Site ("Notice to Vacate"). User agrees to render peaceful possession of the RV Site to Campground within three (3) days of the date provided on the Notice to Vacate. The three (3) days notice shall not be required to terminate if termination is the result of an Act of Default (as defined in #10 below). Upon Guest's peaceful surrender of the RV Site to Campground and subject to the provisions of paragraph 6 of this Agreement, Campground will refund to Guest the proportionate amount of any unused Fees previously paid by Guest to Campground.

9. Early Termination by Guest: Campground may recover as damages for Guest's early termination of this Agreement an amount equal to the amount of Fees, other amounts owed that remain outstanding for the Term of the Agreement, Campground's court costs and legal fees.

10. Default by Guest: The following acts constitute defaults by Guest ("Acts of Default"):

- a) Failure to timely pay Fees or other lawful charges when due under this Agreement;
- b) Giving false information on any application to Campground;
- c) Guest, Guest's guests and/or occupants failure to comply with any rule or regulation or term, covenant or condition of this Agreement;
- d) Guest has materially breached the terms of this Agreement by an action such as violating provisions of this Agreement or committing serious misconduct or criminal acts;
- e) Guest holds over after giving notice of termination and intent to vacate; and/or
- f) Guest holds over after Campground gives notice of termination at the end of the Term or a Notice to Vacate during the Term in accordance with paragraph 8 of this Agreement.

11. Condition of RV Site: By execution of this Agreement, Guest acknowledges and agrees that the RV Site is neat and clean and adequate for Guest's use. Upon termination or expiration of this Agreement, Guest agrees to surrender the RV Site to Campground in a neat and clean condition.

12. Assignment: Guest shall not have the right to assign or sublet the RV Site hereunder to any person or persons.

13. Governing Law: This Agreement is governed and construed in accordance with the laws of the State of Texas.

14. Attorney Fees: In the event any legal proceedings of any kind are instituted to collect unpaid Fees, electrical charges or for possession of the RV Site, Campground may collect from Guest all reasonable costs and attorney fees incurred by Campground in pursuing such action.

15. Waiver: Campground's failure to insist on strict compliance with terms, covenants, or conditions of this Agreement shall not be deemed a waiver of that term, covenant or condition, nor shall any waiver or relinquishment of any right or power at any one time or times be deemed a waiver or relinquishment of the right or power for all or any other times.

16. Notices: All written notices and communications regarding this Agreement should be hand delivered or mailed to the designated undersigned persons at the Campground store/post office unless notified in writing to the contrary by the receiving party. The notice shall become effective as of the date of mailing by regular mail or the date a hand delivered notice is received.

17. NO LIABILITY: GUEST HEREBY INDEMNIFIES, RELEASES AND HOLDS CAMPGROUND, ITS OFFICERS, OWNERS, EMPLOYEES AND AGENTS (THE "CAMPGROUND PARTIES") HARMLESS FROM ANY PROPERTY DAMAGE, PERSONAL INJURY, CLAIMS, CAUSES OF ACTION, DAMAGES, LOSS, EXPENSES, AND/OR LIABILITIES (HEREAFTER COLLECTIVELY, "LOSS") ARISING OUT OF OR RELATED TO GUEST'S USE OF THE RV SITE, THE PROPERTY AND/OR ANY CONDITION THEREON. THE CAMPGROUND SHALL NOT BE LIABLE TO THE GUEST FOR ANY DAMAGES ARISING OUT OF ANY ACTIONS OR NEGLIGENCE ON THE PART OF ANY OTHER CAMPGROUND GUEST OR RESIDENT OR THEIR FAMILIES, AGENTS, EMPLOYEES OR INVITEES. GUEST AGREES TO PAY THE CAMPGROUND FOR ANY DAMAGES CAUSED BY GUEST, GUEST'S FAMILY, AGENTS, INVITEES OR EMPLOYEES.

