



RV SITE SERVICE AGREEMENT

River Oaks Ranch RV | 520 River Oaks Rd, Blanco, TX 78606 | 830-383-0995

PART A | BACKGROUND INFORMATION

Name	Date of birth	Driver license no.
Name	Date of birth	Driver license no.
Phone	Cell phone	Email
Current employer	Employer address	
Previous residence address		
Previous landlord	Previous landlord phone	

RV AND OCCUPANTS

RV make / model	Year	Length	No. of slides
Amps	Check-in meter reading	User initials	
Adults (2 maximum)	Children ages 0-12	Children ages 13-17	
Names of all occupants, including children			

User initials: _____

THIS AGREEMENT DOES NOT CREATE A LANDLORD / TENANT RELATIONSHIP

PART A | ADDITIONAL INFORMATION

PETS

Total pets (2 maximum)

Dogs

Cats

Other

Pet 1 type / breed

Pet 2 type / breed

VEHICLES AT SITE

Tow vehicle make / model

License plate no.

Extra vehicle make / model

License plate no.

BACKGROUND INFORMATION ACKNOWLEDGMENT

User / Licensee signature

Printed name

Date

User / Licensee signature

Printed name

Date

SITE AND RATE SELECTION

RV site no.

Phase (select one): ☐ Phase 1 ☐ Phase 2**PHASE 1**

\$400.00 per month + electric

PHASE 2

\$500.00 per month + electric

Prepaid electric deposit: \$150.00 at check-in

User initials: _____

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PART B | AGREEMENT

This Agreement is not effective until Owner has countersigned the Agreement and returned the fully executed version to User.

1. Parties. This is a site service agreement ("Agreement") between River Oaks Ranch RV ("Owner") and _____ ("User").

2. RV Site. Owner hereby provides services to RV Site No. _____ ("RV Site") of Owner's property. Owner has the right upon twenty-four (24) hours' notice to relocate User to a substantially equivalent lot on Owner's property.

3. Term. The term of this Agreement shall commence on the date written below ("Effective Date") and end on _____ (the "Initial Term"). Unless terminated by either party, after the expiration of the Initial Term, this Agreement shall automatically continue on an Extended Stay basis.

4. Park Rates and Other Charges. User shall pay River Oaks Ranch RV for use of the RV Site at the rate for the phase selected in Part A: **Phase 1: \$400.00 per month plus electric; Phase 2: \$500.00 per month plus electric.** This rate shall be paid in advance and without demand beginning on the Effective Date of this Agreement and on the first day of each calendar month thereafter as an extended stay. Extended Stay Users shall pay to Owner the agreed-upon rate in advance on the first day of each calendar month. All payments are due and payable to River Oaks Ranch RV at the address provided below. The rate for use of the RV Site may be increased by giving advance notice to User. If, within five (5) days after the due date, User has not paid the total amount due under this Agreement, User will be notified of past-due status by phone, email and/or text and will have twenty-four (24) hours to submit all payments or be considered in default of this Agreement.

5. Electric Utility. A **prepaid electric deposit of \$150.00** is required at check-in. User shall pay Owner, in accordance with the payment schedule in Paragraph 4 above, all electrical power charges used by User in connection with use of the RV Site. This amount is based on the variable/prevaling PEC rate per kWh and is calculated by Owner according to TEX. UTIL. CODE § 184.034. The beginning meter reading as of the Effective Date is _____. If, at any time during this Agreement, User becomes delinquent in payment of electric services, Owner shall withhold electric services until User pays the delinquent amount, pursuant to TEX. UTIL. CODE § 184.036.

6. Rules and Regulations. User and their guests, invitees and all occupants shall comply with the written rules and regulations provided to User. User agrees to comply with all state and federal laws, rules, ordinances and regulations applicable to Owner's property.

PART B | AGREEMENT (CONTINUED)

7. Owner's Right to Terminate Agreement. Owner may terminate this Agreement for any or no reason by providing User a notice to leave the RV Site ("Agreement Termination Notice"). User agrees to render peaceful possession of the RV Site to Owner within one (1) day of the date provided on the Agreement Termination Notice. The one (1) day notice shall not be required if termination is the result of an Act of Default (as defined below). Upon User's peaceful surrender of the RV Site to Owner, Owner will refund to User the proportionate amount of any unused amounts previously paid by User to Owner.

8. Early Termination by User. Owner may recover as damages for User's early termination of this Agreement an amount equal to the amount that remains outstanding for the term of this Agreement.

9. Default by User. The following acts constitute defaults by User ("Acts of Default"):

1. Failing to timely pay the RV Site use rate outlined in Paragraph 4 above or other lawful charges when due under this Agreement;
2. Giving false information to Owner;
3. User, User's guests and/or occupants failing to comply with this Agreement, such as violating its provisions or committing serious misconduct or criminal acts;
4. Remaining on the property after giving notice of termination and intent to vacate; and/or
5. Remaining on the property after Owner gave notice of termination at the end of the term or an Agreement Termination Notice outlined in Paragraph 7 above.

10. Towing Policy. Nonpayment of site rent or services and/or violations of rules can result in vehicles/RVs being towed and impounded at the vehicle owner's expense. A twenty-four (24) hour towing/impound notice will be posted on any and all vehicles to be removed.

11. Condition of RV Site. By executing this Agreement, User acknowledges and agrees that the RV Site is in good condition and adequate for User's use. Upon termination or expiration of this Agreement, User agrees to surrender the RV Site to Owner in similar, good condition. If User fails to leave the RV Site in good condition, Owner will assess reasonable charges to User for returning it to good condition.

12. Assignment. User shall not have the right to assign or sublet the RV Site to any person or persons. This applies to any and all short-term rentals.

13. Attorneys' Fees. In the event legal proceedings of any kind are instituted to collect unpaid rates outlined in Paragraph 4 above or electrical charges, Owner may collect from User all reasonable costs and attorneys' fees incurred by Owner in pursuing such action. If an attorney is not involved, Owner's employee time will be charged at a rate of \$150.00 per hour.

PART B | AGREEMENT (CONTINUED)

14. Waiver. Owner's failure to insist on strict compliance with the terms or conditions of this Agreement shall not be deemed a waiver of that term or condition. No waiver or relinquishment of any right or power at any one time or times shall be deemed a waiver or relinquishment of that right or power for all or any other times.

15. Notices. All written notices and communications regarding this Agreement, including notices sent pursuant to TEX. PENAL CODE § 31.04(c), should be sent to the designated undersigned persons at the addresses set forth below unless the receiving party notifies the other party in writing to the contrary. Notice shall become effective as of the date of mailing by certified mail.

16. Pets. The community allows User to have two (2) pets on the property. User is responsible for each pet's behavior, waste and noise level. User agrees to clean up after their pet and be considerate of other RV park guests. User is liable for any damage or injury caused by their pet.

17. Credit Card on File. At Owner's discretion, User is to provide information for a valid credit card to be kept on file. Owner will use the information to initiate payment for the following:

1. Any damages, or cleaning/repairing the RV Site as outlined in Paragraph 11 above, caused by User and/or their guests or invitees;
2. If User vacates the RV Site without paying Owner the total amount due under this Agreement.

If Owner uses the credit card information for the reasons described above, Owner will provide User a statement of account listing the charges. In the event of reversal and/or denial of legitimate charges by User, a fee of \$100.00 plus attorney fees will be charged.

18. Severability. If any provision of this Agreement is held illegal, void or unenforceable in a judicial proceeding, that provision shall be severed and inoperative, and the remainder of this Agreement shall remain operative and binding on the parties.

19. NO LIABILITY. TO THE EXTENT PERMITTED BY LAW, USER HEREBY INDEMNIFIES, RELEASES, AND AGREES TO PROTECT AND HOLD HARMLESS RIVER OAKS RANCH RV, ITS OFFICERS, OWNERS, EMPLOYEES, AND AGENTS, FROM AND AGAINST ALL CLAIMS, CAUSES OF ACTION, AND/OR LIABILITY ARISING OUT OF, OR RELATED TO, USER'S USE OF THE RV SITE, OWNER'S PROPERTY, AND/OR ANY CONDITION THEREON, WITHOUT LIMIT AND WITHOUT REGARD TO THE CAUSE OR CAUSES THEREOF OR THE GROSS NEGLIGENCE OF RIVER OAKS RANCH RV, ITS OFFICERS, OWNERS, EMPLOYEES, AND AGENTS.

PART B | NOTICES AND ACCEPTANCE

THEFT OF SERVICE AND CRIMINAL TRESPASS

ACCORDING TO TEXAS PENAL CODE SECTION 31.04, a person commits theft of service if, with intent to avoid payment for service that the actor knows is provided only for compensation, the actor intentionally or knowingly secures performance of the service by agreeing to provide compensation and, after the service is rendered, fails to make full payment after receiving notice demanding payment. "Intent to avoid payment" is presumed if the actor absconded without paying for the service or expressly refused to pay for the service in circumstances where payment is ordinarily made immediately upon rendering of the service, as in recreational vehicle parks. That is, any guest who leaves without paying for site services or refuses to pay for site services when due may be subject to criminal prosecution. We will prosecute any violations under the "THEFT OF SERVICE LAW."

ACCORDING TO TEXAS PENAL CODE SECTION 30.05, a person commits an offense if the person enters or remains on or in property of another, including a recreational vehicle park, without effective consent and the person had notice that entry was forbidden or received notice to depart but failed to do so. That is, any guest who receives notice to leave and refuses to do so may be subject to criminal prosecution. If we ask you to leave, you must vacate Owner's property. We will prosecute any violations under the "CRIMINAL TRESPASS LAW."

20. Revocable License. This Agreement provides User with a revocable license to the property, which may be revoked at any time for any reason.

21. Effective Agreement. This Agreement becomes effective only when Owner has signed the Agreement and returns it to User.

22. Septic System. Only septic-safe tissue and septic-safe black-water additives may be used. Any holding tanks containing non-septic-safe chemicals must be evacuated before connection to the sewer system. Any User found in violation of this rule will be fined an amount to cover the cost of having the septic system pumped.

Additional septic acknowledgment signature

Additional septic acknowledgment signature

The terms and conditions of this Agreement are agreed to and accepted by:

User / Licensee signature

Printed name

Date

User / Licensee signature

Printed name

Date

Effective date

Owner / representative signature

Property Owner: Sandra Tabor dba River Oaks Ranch RV
520 River Oaks Rd, Blanco, TX 78606

User initials: _____

THIS AGREEMENT DOES NOT CREATE A LANDLORD / TENANT RELATIONSHIP

PART C | RULES AND REGULATIONS

DEPOSITS AND SITE RATE

1. Occupancy rate: **Phase 1: \$400.00 per month plus electric. Phase 2: \$500.00 per month plus electric.**
Maximum occupancy: two (2) adults, two (2) children and two (2) pets.
2. Security deposit: credit card on file with our office, at Owner's discretion. See Part B, Paragraph 17.
3. Electricity is metered at your site and charged at the current kilowatt-hour rate. See Part B, Paragraph 5 and Electric Meter Readings below.

MONTHLY RENEWALS

1. Your first month's rent is due at check-in. Site rent may be paid by check, money order or cashier's check. Cash payments must be made in person at our office. Cash App is accepted.
2. Monthly renewals for Extended Stay Users are payable monthly, in advance, on the first day of each calendar month.
3. Partial payments for a site are not allowed except at management's discretion.
4. You are considered late on the fifth day after your renewal is due. A late fee of \$50.00 will be applied to payments received after the fifth.

MAIL SERVICE

Community mailbox:
520 River Oaks Rd
Blanco, TX 78606

ELECTRIC METER READINGS

1. A prepaid electric deposit of **\$150.00** is required at check-in.
2. Meters are read on the day you check in. You will be asked to initial the card to verify the initial reading when read by an Owner representative.
3. Meters are read on the first of each month and charged to User at the current kilowatt-hour rate.
4. Guests are expected to keep their credit card information up to date.

INTERNET

You are responsible for your own internet service.

PART C | RV AND SITE APPEARANCE

1. Your RV must be in good repair, have a good physical appearance, be legal/licensed and roadworthy, and be certified by RVIA or RPTIA. You must be able to move your RV at any time with no expectation of prior notice. Management has complete discretion as to whether your RV meets these guidelines.
2. Pop-up trailers, pickup campers, horse trailers and tents are not permitted.
3. Window A/C units are not allowed.
4. Sleeping outside the RV is not allowed.
5. A sewer hose "donut" or "L" connector is required.
6. RVs must be washed at least semiannually. Guests may do this themselves but must use a grip sprayer on their hose.
7. Portable gazebos and canopies require management approval before being set up.
8. Portable satellite dishes are allowed but must be placed on a hard surface and weighted down. If on grass, they must be moved weekly for mowing.
9. Construction of decks, sheds or any other structures requires written approval from Owner.
10. You may not alter the appearance of the site without prior written approval from Owner. This includes adding plants, gravel or steppingstones. Planters are allowed on hard surfaces only and must be well maintained. Parking on grass is not permitted and is considered altering the site.
11. RV skirting must be a vinyl snap-on type specifically designed for an RV and approved by management.
12. Off-the-ground fire bowls are allowed but must have a spark-arresting cover and may not be on grass. Do not leave a fire unattended. Completely extinguish it after each use. You are responsible for emptying ashes in the designated area; see office/guest service staff for its location. **Check county burn bans before lighting a fire.**
13. Patio enlargement is prohibited unless Owner approves the work in writing before work begins. Upgrades must meet management specifications, and the guest assumes all costs. Plans require management approval before work begins and may require management-approved contractors.
14. No outside appliances are permitted at your site. Keep outside storage to a minimum. Periodically, you may be asked to pick up your site.
15. Holiday decorations are allowed and encouraged. Decorations must remain on your site. Management has complete discretion as to whether they are appropriate. Be considerate of neighbors and turn decorations off at quiet hours.
16. A dumpster will be available. No mattresses, large items, electronics or hazardous materials (paint, oil, etc.) are allowed.
17. Keep your space free of litter, including cigarette butts.

PART C | VEHICLES, GOLF CARTS AND PETS

VEHICLES

1. The speed limit is **10 MPH**.
2. You are allowed your RV and up to two vehicles. Extra vehicles may not be parked on grass or in an unoccupied site. Parking is restricted to your site driveway.
3. Offsite storage is required for boats, cargo trailers, etc. Currently, no offsite storage is available.
4. To maintain a pleasant-looking community, broken-down or "work in progress" cars must be removed. If a vehicle has not moved in a week or more, it will be considered a "junker" and Owner will ask User to remove it. User will have twenty-four (24) hours to remove it, or Owner reserves the right to have it towed at User's expense.
5. No mechanical work, including oil changes, is allowed.
6. No parking in any empty site without prior written consent from Owner.
7. No parking in roadways at any time.
8. Vehicles must be parked straight in driveways.

GOLF CARTS

Privately owned golf carts are allowed under the following conditions:

1. Proof of insurance is required.
2. Carts may be operated only by licensed drivers.
3. The speed limit is 10 MPH.
4. Golf carts may not be parked in roadways or on grass. Park carts in driveways in the same manner as vehicles.

PETS

IMPORTANT: Coyotes, snakes and birds of prey may be in the area and could threaten your pet. Do not leave pets outside unattended.

1. Extended Stay guests are allowed a total of two (2) pets.
2. Birds, rodents and reptiles must be kept in your RV at all times and in a cage.
3. All pets outside must be on a leash no longer than six feet. No pet may be tied up outside.
4. Do not allow your pet to use any site as a bathroom. Always clean up after your pets.
5. Any nuisance pet must be removed from the community. Aggressive dogs are not accepted.
6. Dog owners are solely responsible for their dog's behavior. River Oaks Ranch RV (Owner) is not responsible for any incident involving your pet.

PART C | CONDUCT AND COMMUNITY USE

CONDUCT

1. Quiet hours are **10:00 p.m. to 7:00 a.m.** Be quiet and considerate of your neighbors.
2. Loud, obnoxious, disorderly, boisterous or unlawful conduct, or conduct that disturbs or threatens the rights, comfort or convenience of others in or near the property, will not be tolerated.
3. Violence or threats of violence will not be tolerated.
4. Alcohol consumption must be confined to your RV site or designated areas. You are subject to applicable state, county and city laws.
5. Possession, sale or manufacture of illegal drugs/substances or drug paraphernalia at the RV site or anywhere on the property is strictly prohibited, and the offender will be asked to leave.
6. Possession of explosives or other dangerous materials is prohibited.
7. Storage of hazardous materials at the RV site or on the property is prohibited.
8. Illegal activity of any kind will not be tolerated. If we suspect illegal activity, we will contact police to investigate. If police are called to your site for a disturbance caused by you or your guest, you must exit the park immediately.

VISITORS AND FACILITIES USE

1. All visitors must register with Owner before going to your site.
2. Overnight visitors must register as guests. An additional daily fee of \$10.00 per person applies to adults and children.
3. Visitors are limited to a maximum of two (2) consecutive days.
4. Visitors must park on your site or where management directs. **Do not allow visitors to park in a roadway at any time or for any length of time.**

THEFT OR DAMAGE

River Oaks Ranch RV is not responsible for theft of or damage to your property.

CONTRACTORS AND SERVICE TECHNICIANS

1. Work performed on site by a contractor/service technician requires prior management approval.
2. All contractors/service technicians must provide proof of a current business license and have a Certificate of Liability Insurance on file in Owner's office before performing work.

PART C | ACCEPTANCE AND OFFICE RECORD

GUEST BUSINESSES

Operating a business from your RV is prohibited if either of the following applies:

1. Clients must come to your RV for services or products.
2. Your business requires frequent deliveries.

TOWING POLICY

1. Nonpayment of site rent or services and/or violations of rules can result in vehicles/RVs being towed and impounded at the vehicle owner's expense.
2. A twenty-four (24) hour towing/impound notice will be posted on any and all vehicles to be removed.

SPECIAL PROVISIONS

Management reserves the right to change these guidelines at any time and/or refuse service for any reason. Your signature below indicates that you have read, understand and agree to the above guidelines.

User / Licensee signature

Printed name

Date

User / Licensee signature

Printed name

Date

FOR OFFICE USE ONLY

Site assigned

Checked in by

Date

Electric meter reading

User initials

Mailing and physical address: 520 River Oaks Rd, Blanco, TX 78606

Office: 830-383-0995

User initials: _____

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