



Cedar Creek Lake RV Park LLC (Lot# _____) Customer License Agreement & Guest Policy (Not a Lease)

Guests: _____ & _____

Customer Agreement-Cedar Creek Lake RV Park LLC is a commercial property that is designed primarily for recreational vehicle transient guest use. In entering into this license agreement with Cedar Creek Lake RV Park LLC, hereinafter referred to as (“The Park”), the customer agrees that he or she as well as all members in his or her party are considered Licensees and that The Park is the Licensor, and this relationship will remain so throughout his or her stay at The Park. This license agreement is non-transferable, and is revocable at any time for any reason. Upon entering The Park property. **The customer hereby agrees that he or she and The Park does not have nor will they ever enter into a Landlord/Tenant lease agreement and that he or she will NOT attempt to claim an establishment of residency while temporarily staying at The Park camping site or at one of our Apartments. The customer also acknowledges that HUD does not regulate The Park and that his or her RV is governed by the Texas Transportation Code and not the Texas or Federal Housing Code. The customer also agrees that he or she is NOT a tenant or resident and acknowledges that The Park simply offers services. The Park services include providing a temporary RV site that is numbered and a parking space on a daily, weekly or monthly non-exclusive lodging. In the event that a customer has defaulted or failed to pay in full, The Park may first attempt to file theft-of-services charges and take actions within The Park’s legal rights in an attempt to collect a debt and/or eject the delinquent parties similar to any hotel guest agreement in the State of Texas.**

No Renting or Subletting allowed. No Licensee may assign, rent, sub-lease or otherwise turn over his or her RV and the RV site for the use and enjoyment of third parties, including children, relatives, or friends. Only Licensee, registered occupants and registered guests may occupy and utilize the campsite/ RV site. The campsite is for recreational residential use only. Commercial activities, sub-leasing or unregistered guests are not permitted at the RV campsite. **The Park management can at any time, or any reason, or for no reason at all, choose to NOT renew a customer’s account or to take actions to eject or remove the unwelcomed parties as outlined in this policy. Background checks and reputation checks may be conducted for any persons 18 years of age and over, during any time of their stay. The Park reserves the right to conduct a background check on any customer or guest who has entered its property or has registered with The Park Management.**

Wording used in Rules & Regulations and Service Agreements-The customers acknowledge that (written or spoken) words such as “eject”, “evict”, “expel”, “ejection”, “eviction”, and “expulsion” may be used interchangeably to refer to The Park’s attempt to get customers off of The Park. In addition, if there were previously written or spoken words such as “tenant”, “renters”, “residents”, or “occupants” made by the customer or by an employee or officer of The Park that that is not to be misconstrued as an existence of a Landlord/ Tenant relationship.

Payment before Service -Any RV, vehicle, or property parked/ stored in an unpaid/ delinquent site may be towed, booted, or removed without warning.

All Rights Reserved-The Park reserves all rights including the right to refuse service to anyone for any reason at any time and the right to terminate or amend this agreement at any time, including raising site licensing monthly fees and deposits.

Driver’s License and/or Credit Card on File/ Updating Your Info-Every customer/ guest/ or group need to provide

a valid Driver's License and cash, money order, cashier's check, credit/debit card for services to be rendered. The account holder will be responsible for paying a \$35 fee for each bounced check as well as any late charges.

No Refunds for Any Reason-We do NOT give refunds or credits for ANY reason including early departures, changes during your stay, or changes to your employment or work status so please plan your stay accordingly. Please be advised that there are no exceptions to this policy.

Check In / Check Out Times & Procedures

Check in is at 3:00pm, and check out is at NOON. If you need to CHECK IN earlier or check out later than the times stated, please let our management desk know. If you are checking-in after 7pm, you will need to call the management office during business hours on that same day at manager's cell _____ manager' Name(s): _____, _____.

Site Licensing Daily Costs/Reservations/Deposits/Cancellations Subject to Change at Any Time Without Notice

- For monthly customers-the cost depends on the lot plus electric usage @\$12.5/kwh which may be adjusted without notice. **Your monthly guest fee: \$_____** subject to change without notice.
- LOT # _____
- For weekly customers-the cost is \$ _____/week includes electric & all utilities **subject to change without notice.**
- For daily customers-the cost is \$ _____/day for regular and \$ _____/ day for pull through lots
- Your monthly tiny-home guest fee is: \$ _____ **subject to change without notice.**

All customers are due on the 1st day of each month and late after the end of the 2nd day.

Deposits-RV Site (Daily) = \$ _____ RV Site (Weekly) = \$ _____ RV Site Monthly= \$ _____

Additional Costs-Each RV site is limited to two adults, one pet & two vehicles. Per Additional Person, Pet, or Vehicle: RV-Daily \$5 RV-Weekly \$15 RV-Monthly \$20 - Maximum \$45

Late Payments/ Pro-rating/ Partial Payments/ Non-Payments-Please note your due date. It is not our responsibility to notify you when rents are due. A \$5.00 per day late fee applies to all late payments and outstanding. **We reserve the right to unplug an RV, lock electrical or breaker boxes, tow or boot any RV/vehicles, or lock a storage unit in an attempt to collect a debt.** Personal washing machine water sewer surcharge: \$20/month.

Theft of Service Electrical, Water & Sewer-ACCORDING TO TEXAS PENAL CODE SECTION 31:04 (b), any guest(s) who leaves without paying for site service or who refuses to pay for site service when due is subject to criminal prosecution. We require full payment in advance and will prosecute any violations under the "THEFT OF SERVICES LAW". If you pull out of the park with an outstanding balance, and did not properly check out with the management office, your departure will be considered "theft of service", and you will be reported to law enforcement.

Delinquency/Ejections/Removal-In the event of non-payment, delinquent accounts, theft-of-service, trespassing, continued violation of rules & regulations, breach of this License Agreement, failure to use The Park property or amenities as what it's intended for, abuse of The Park facilities and amenities, criminal trespassing penal code 30.05, harassment or intimidation of staff, illegal activity, domestic disturbances, felony charges, or unspecified reasons management may at any time revoke a customer's privileges, services, and account.

Violations-If you, your family member, a co-customer, a pet, or guest violate a The Park rule, policy, or agreement, you may face additional fines and/ or be ejected with forfeiture of any deposits and remaining balance. Once you have been ejected or evicted from the property, you may no longer be allowed back on The Park property for any reason.

Entire Agreement-This Agreement constitutes the entire agreement and understanding between The Park and Guest and supersedes all prior or contemporaneous oral or written agreements and representations between the

parties. In addition, the customers/ guests' agrees that their signatures on the receipts as well as their family members' signatures constitutes a binding agreement to this Customer Service Agreement for the entirety of their party's stay.

Rules and Regulations

To ensure a pleasant stay, we ask that all customers, guests, and visitors follow Cedar Creek Lake Park LLC's (hereinafter referred to as "The Park") rules and regulations. For the most updated and complete list of rules and policies, log onto www.CedarCreekLakeRV.com. Your visit and usage of The Park services and amenities is contingent on your agreement to abide by all The Park rules, regulations, and policies.

GENERAL-Please be sure that all posted rules are followed. Speed limits are posted by The Park (15mph). Please maintain this safe speed at all times. Only modern, well maintained RVs are allowed. We reserve the right to accept or deny reservations or service agreement renewals at any time based on the appearance or maintenance of an RV, camper, 5th wheel, etc. No tent camping, pop-up trailers, or modified buses allowed. QUIET TIME IS 10:00 PM - 6:00 AM. THERE WILL BE NO LOUD MUSIC OR ANY OTHER LOUD NOISES!

CHILDREN-Children should be supervised by parents or guardians at all times. No child should be outside after the 9pm CURFEW unless accompanied by a parent or guardian. No unsupervised children under the age of fourteen (14).

CLUTTER / DÉCOR-Customers are required do their part to help keep The Park neat and tidy by cleaning up their mess or clutter at their site and in common areas.

CLEAN-UP / SPILLS/ CONDITION OF SITE-Upon check-out, customers must leave a site or facility in the way it was at check-in. Extra fees ranging from \$10 to \$150 may be automatically be applied for waste or trash removal and disposal and extra cleaning.

CONDITION OF RV-Management reserves the right to revoke a reservation if the RV does not pass the visual inspection upon arrival or match the condition as presented in a photo. We typically don't discriminate an RV based on its age, but we do require that your RV look presentable, clean, and well-maintained at all times. ALL SEWER HOSES MUST BE SUPPORTED AT ALL TIMES AND KEPT OFF THE GROUND. THE PARK IS NOT RESPONSIBLE FOR DAMAGES DONE TO ANY SEWER LINES FOR ANY REASON. Any RV problems, water leaks, etc, must be fixed immediately and in a timely manner.

DISCLAIMERS-The Park and its employees are not responsible for loss, damage, injury or claim for damages to property or campers due to fire, theft, accidents, "Acts of God", natural or any other causes. The customer further agrees to indemnify The Park, its officers and employees, against claims resulting from loss or damage to property or death or injury to the person of any member of the family or guest of the registered customer arising out of the use of campground facilities and amenities. The Park and its officers will not get involved in personal/ civil matters or disagreements between customers and/ or guests.

ELECTRIC METERS/ UTILITIES/ GENERATORS-According to the Texas Utilities Code Sec. 184.036, RV park owners may withhold electric, water, or wastewater utility services from a person occupying a recreational vehicle at the park if the occupant is delinquent in paying for utility services provided by the operator until the occupant pays the delinquent amount. The Park reserves the right to revoke, shut off, and lock utilities for nonpayment, delinquent accounts, or on customers we're trying to eject.

GARBAGE-Garbage dumpster is located at The Park in the back. Disposal is for The Park customers' household garbage only – no commercial or visitor garbage dumping.

GRASS / LANDSCAPE-Customer MUST cover and elevate their hoses and utility lines to prevent damage during mowing. The Park is not responsible for hose damage caused by lawn maintenance personnel. Customers are

responsible to mow and edge their yards that are fenced in or pay a fee to have that fenced area mowed.

PETS-\$5 fine for every time a customer does not clean up after his/her dog. Customers and guests must be in control of their pets at all times when they are outside. Pets must be on a leash (no longer than 12 feet) and kept quiet at all times.

MAIL-Mail service is provided by The USPS usually delivers mail by 4:45 pm Monday – Saturday. To receive your mail at your mailbox for monthly tenants, please have those sending you mail deliver them to YOUR FULL NAME, 419 Hillside Blvd, YOUR SITE #, Gun Barrel City, TX 75156.

If you are inconvenienced by anyone who fails to respect our Rules & Regulations, or otherwise engages in disorderly or inappropriate behavior, please let us know so that we can take necessary measures to ensure you have a pleasant stay. As the main customer/registrant, you will be held responsible for the actions of your family, pets, and guests. Violation of The Park rules may also result in a fine automatically charged to your account and/or ejection with forfeiture of any payments and deposits. Any illegal activity may result in your arrest and/or prosecution. Your cooperation is appreciated.

Accepted & Agreed to this _____ day of the month of _____, 2022.

X _____ X _____
Signature Signature

X _____ X _____
Print Name Print Name

DOB: _____ Driver's License State and Number: _____

DOB: _____ Driver's License State and Number: _____

Former Address: _____ City: _____ State: _____ Zip Code: _____

Non-Exclusive Guest Lot#: _____

Email of Guest: _____

Cell Phone: _____

Email of Second Guest: _____

Cell of Second Guest: _____

Emergency Name and Contact Mobile Number:

WITNESSED BY THE PARK STAFF: _____

Date: _____