**RV SITE SERVICES AGREEMENT**

# PART A: BACKGROUND INFORMATION

Name: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ DOB: \_\_\_\_\_\_\_\_\_\_\_\_ DL# \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Name: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ DOB: \_\_\_\_\_\_\_\_\_\_\_\_ DL# \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Phone #: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Cell #: \_\_\_\_\_\_\_\_\_\_\_ Email: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Current Employer: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Employer Address: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Previous Residence Address: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

 \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Name of Previous Landlord: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Previous Landlord Phone #: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Emergency Contact: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

# ADDITIONAL INFORMATION

Make/Model of RV: Year: Length: # of Slides:

Number of people that will be staying in RV:

 Adults: Children (age 0-12 yrs.): Children (13 – 17 yrs.):

Names of all people residing in RV (including children):

|  |  |
| --- | --- |
| \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  | \_\_\_\_\_\_\_\_\_\_\_\_\_\_  |
| \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  Pets:  | \_\_\_\_\_\_\_\_\_\_\_\_\_\_  |
|  Number of Pets: Dogs:   |  Cats:\_\_\_\_\_ Other \_\_\_\_\_\_\_\_\_\_\_\_\_\_  |
| Type/Breed \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  Vehicles at site:  | Type/Breed \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  |
| Tow Vehicle/Make & Model   |  License Number \_\_\_\_\_\_\_\_\_\_  |
| Extra Vehicle/Make & Model  |  License Number  |

|  |  |  |  |
| --- | --- | --- | --- |
| \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  | \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  |   | \_\_\_\_\_\_\_\_\_\_\_\_\_  |
|  Signature   |  Print Name  |   |  Date  |
| \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_   | \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  |   | \_\_\_\_\_\_\_\_\_\_\_\_\_  |
|  Signature  |  Print Name  |   |  Date  |


# PART AGREEMENT

**\*\*Please note, this Agreement is not effective until Owner has counter-signed the Agreement and returned the fully executed version to User.**

1. **Parties**. This is a site service agreement (“Agreement”) between **Blind Salamander RV Park**. (“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.

1. **Park Rates and Other Charges**. User shall pay **Blind Salamander RV Park** for use of the RV site **$700.00.** This rate shall be paid in advance and without demand beginning on the Effective Date of this Agreement and every 30 days thereafter as an extended stay. Extended Stay Users shall pay to Owner, the agreed upon rate, in advance on the move in date. (All payments are due and to be made payable to **Blind Salamander RV Park** at the address provided below. The rate for use of the RV Site may be increased by giving advance notice to User. If, within 5 days after the due date, User has not paid the total amount due under the terms of this Agreement, User will be notified of past due status by phone, email and/or text and User will have 24 hours to submit all payments or be considered in default of this Agreement.
2. **Electric Utility**. Included
3. **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.
4. **Owner’s Right to Terminate Agreement**. Owner may terminate this Agreement for any or no reason by providing User a notice for User 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).

1. **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.
2. **Default by User**. The following acts constitute defaults by User (“Acts of Default”):
3. Failing to timely pay the RV Site use rate, outlined in Paragraph 4, above, or other lawful charges when due under this Agreement;
4. Giving false information to Owner;
5. User, User’s guests and/or occupants failing to comply with this Agreement, such as violating provisions of this Agreement or committing serious misconduct or criminal acts;
6. Remaining on the Property after giving notice of termination and intent to vacate; and/or
7. 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.

1. **Towing Policy**. Non-payment of site rent or services and or violations of rules can result in vehicles/RVs being towed and impounded at the owner’s expense. A 24-hour towing/impound notice will be posted on any and all vehicles to be removed.
2. **Condition of RV Site**. By executing this Agreement, User acknowledges and agrees that the RV Site is in good condition and is adequate for User’s use. Upon termination or expiration of this Agreement, User agrees to surrender the RV Site to Owner in a similar, good condition. If User fails to leave the RV Site in good condition, Owner will assess reasonable charges to User for returning the RV Site to good condition.
3. **Assignment**. User shall not have the right to assign or sublet the RV Site hereunder to any person or persons.
4. **Attorneys’ Fees**. In the event any legal proceedings of any kind are instituted to collect unpaid rates, as outlined in Paragraph 4, above, Owner may collect from User all reasonable costs and attorneys’ fees incurred by Owner in pursuing such action. *Or in the event that an Attorney is not involved, Owner’s employee time will be charged at a rate of $150/hour.*
5. **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, 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.
6. **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 as set forth below unless notified in writing to the contrary by the receiving party. The notice shall become effective as of the date of mailing by certified mail.
7. **Pets**. Community allows User to have two (2) pets on the property. User is responsible for the pet’s behavior, waste, and noise level. User agrees to clean up after his/her pet and to be considerate of other RV park guests. User is liable for any damage or injury caused by his or her pet.
8. **Credit Card on File**. User to provide Owner with information for a valid credit card to be kept on file. The credit card information will be used by Owner to initiate payment for situations arising from the following:

* 1. Any damages, or cleaning / repairing the RV Site, as outlined in Paragraph 11, above, to the site 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*.*

1. **Severability**. If any provision of this Agreement is held illegal, void, or unenforceable in a judicial proceeding, such provision shall be severed and shall be inoperative, and the remainder of this Agreement shall remain operative and binding on the parties.
2. **NO LIABILITY. TO THE EXTENT PERMITTED BY LAW, USER HEREBY INDEMNIFIES, RELEASES, AND AGREES TO PROTECT AND HOLD HARMLESS**

**PINNACLE BUILDING CO., INC., 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 PINNACLE BUILDING CO., INC., ITS OFFICERS, OWNERS, EMPLOYEES, AND AGENTS.**

**THEFT OF SERVICE AND CRIMINAL TRESPASS**

**ACCORDING TO TEXAS PENAL CODE SECTON 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 the 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 who 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 SECTON 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 the 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.”**

1. This Agreement provides User with a revocable license to the property, which may be revoked at any time for any reason.
2. This Agreement becomes effective only when Owner has signed the Agreement and returns it to User.

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

|  |  |
| --- | --- |
|  \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  | \_\_\_\_\_\_\_\_\_  |
|  Signature Print Name    | Date  |
|  \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  | \_\_\_\_\_\_\_\_\_  |
|  Signature Print Name **Property Owner:**  Salamandra Ciega LLC DBA: Blind Salamander RV Park MAILING ADDRESS: 1740 Old Martindale RDSan Marcos TX 78666Phone: 512-392-1512  Effective Date: / /    \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ President Signature/ Representative Title    |   | Date  |

Part C: RULES & REGULATIONS

**Deposits/Site Rate:**

1. Occupancy **Rate** for your site is **$700.00** and is based on two (2) persons. Additional adults or children are $25/person/month.
2. **Security Deposit**. Credit Card on file with our Office.
3. **Electricity** is included

**Monthly Renewals:**

1. Your first month’s rent is due at check-in. Site rent may be paid by credit card, check, money order, or cahiers check. Any cash payments need to be made in person at our office. (see address below)
2. Monthly renewals, for Extended Stay Users, are payable monthly, in advance.
3. Partial payments for a site are NOT allowed.
4. You are considered late on the**5th** day after your renewal is due. A late fee of $50.00 will be applied to payments received after the 5th.

**Mail Service:**

***\*\*At the time of drafting this agreement, no on-site mailboxes exist. User will need to make arrangements for a P.O. Box at the local post office*.**

**Internet:**

A free, public WIFI service is available for the use of all guests. This basic option is for checking emails, and internet searches. It is not intended for downloading large files or streaming videos.

**RV and Site Appearance:**

1. Your RV must be in good repair, good physical appearance, roadworthy. 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, pick-up 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. Washing of RVs is required to be done at least semi-annually. Guests are permitted to do this on their own; 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 the grass, they must be moved weekly for mowing.
9. Construction of decks, sheds or any other structures require written approval from Owner.
10. You may not alter the appearance of the site without prior written approval from Owner. This includes the addition of plants, gravel or steppingstones. *Planters are allowed on hard surfaces* only and must be well maintained. Parking on the grass is not permitted and is considered altering the site.
11. RV skirting must be 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 are not allowed on the grass. Do not leave your fire unattended. Fire must be completely extinguished after each use.
13. Enlargement of patios is prohibited unless work done is approved by owner, in writing, proper to work commencing. Upgrades must be to management’s specification and guest assumes all associated costs. Plans must be approved by management before work commences and may require the use of management approved contractors.
14. No outside appliances are permitted on your site. Please keep outside storage to a minimum. Periodically, you may be asked to pick-up your site.
15. Holiday decorations are allowed, and even encouraged. Decorations must be contained on your site and Management has complete discretion as to whether your decorations are appropriate. Please be considerate of your neighbors when decorating and turn them off at quiet hours.
16. A dumpster will be made available. NO mattresses, large items, electronics or hazardous materials (paint, oil, etc.) are allowed.
17. Keep your space free of litter, including cigarette butts.

**Vehicles:**

1. The Speed limit is 10MPH.
2. You are allowed your RV and up to two vehicles. You may not park your extra vehicle(s) on the grass, or in any unoccupied site. Parking is restricted to the driveway at your site only.
3. Offsite storage is required for boats, cargo trailers, etc. Currently there is NO offsite storage available.
4. In order to maintain a pleasant looking community, we ask that any broken down, or “work in progress” cars be removed from the community. 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 from the community. User will have 24 hours to remove it, or Owner reserves the right to have it towed at User’s expense.
5. No mechanical work (changing oil, etc.) is allowed.
6. No parking in any empty site, without prior written consent from Owner.
7. No parking in the roadways at ANY time.
8. Vehicles must be parked straight in driveways.

**Golf Carts:** We do allow the use of privately-owned golf cars on property, under the following conditions:

1. Proof of insurance is required.
2. Carts can only be operated by licensed drivers.
3. Speed limit is 10MPH
4. Golf carts may not be parked in the roadways or on the grass. Carts must be parked in driveways in the same fashion as vehicles, stated above.

**Pets:**

**IMPORTANT: Please beware that coyotes, snakes and birds of prey could be in our area and could potentially pose a threat to your pet. DO NOT leave them 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 is allowed to 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. We do not accept any aggressive dogs.
6. Dog owners are solely responsible for their dog’s behavior. **Salamandra Ciega, Blind Salamander RV Park** (Owner) is not responsible for any incident involving your pet.

**Conduct:**

1. Quiet hours are from 10:00pm to 7:00am. Please 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 the threat of violence will not be tolerated.
4. Please drink responsibly.
5. The possession, sale or manufacturing of illegal drugs/substances or drug paraphernalia on the RV site or anywhere else on the property is strictly prohibited and the offender will be asked to leave the property.
6. Possession of explosives or other dangerous materials is prohibited.
7. Storage of hazardous materials on the RV site or on the property is prohibited.
8. Illegal activity of any kind will not be tolerated in the Community. If we suspect any illegal activity, we will contact the police and have them investigate. If the police are called to your site for any disturbance caused by you or a guest of yours, you will have to exit the park immediately.

**Visitors/Facilities Use:**

1. All visitors are the responsibility of the User.
2. Visitors staying overnight are limited to 3 days.
3. No more than 2 visitors are permitted, unless approved by the Owner.
4. Visitors must park on your site. **Do not allow your visitor to park in roadway at any time for any length of time.**

**Theft or Damage:**

**Blind Salamander RV Park** is not responsible for any theft or damage to your property.

**Contractors/Service Technicians:**

1. Any work being performed on site by any contractor/service technicians must have prior approval by management.

**Guest Businesses:** Operating a business from your RV is prohibited if any of the following apply:

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

**Towing Policy:**

1. Non-payment of site rent or services and or violations of rules can result in vehicles/RVs being towed and impounded at the owner’s expense.
2. A 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 you have read, understand and agree to the above guidelines.**

|  |  |  |  |  |
| --- | --- | --- | --- | --- |
| Signature  | \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  |   | Date  | \_\_\_\_\_\_\_\_\_  |
|   | \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  |  |  |  |
|    | Print Name  |  |  |  |
| Signature  | \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  |   | Date  | \_\_\_\_\_\_\_\_\_  |
|   | \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  |  |  |  |
|   | Print Name  |  |  |  |

\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\* For Office Use Only \*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*

Site Assigned:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_Date:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Mailing Address: 1740 Old Martindale Rd, San Marcos, TX 78666

Physical Address: 2025 N. Old Bastrop HWY, San Marcos, TX 78666

Office: 512-392-1512