

# RV SITE SERVICES AGREEMENT

## PART A: BACKGROUND INFORMATION

Name: \_\_\_\_\_  
Date(s) Requested for Reservation: \_\_\_\_\_  
Date of Birth: \_\_\_\_\_  
Address (not on Campground property): \_\_\_\_\_  
Phone Number: \_\_\_\_\_  
Email: \_\_\_\_\_  
Unit License Plate Number and State: \_\_\_\_\_  
Unit Type and Size: \_\_\_\_\_  
Number of Guests for Reservation: \_\_\_\_\_  
Current Employer: \_\_\_\_\_  
Employer Address: \_\_\_\_\_  
Current Supervisor: \_\_\_\_\_  
Supervisor Phone Number: \_\_\_\_\_

**Please Return with a Copy of Your Drivers' License.**

## PART B: AGREEMENT

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

1. Parties. This is a site service agreement ("Agreement") between Spring Creek RV Park ("Campground") and \_\_\_\_\_ ("User").

2. RV Site. Campground hereby provides services on Lot No. \_\_\_\_ ("RV Site") of Campground's property. Campground has the right upon twenty-four (24) hours' notice to relocate User to a substantially equivalent Lot on Campground'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 a (check applicable box):  
 weekly or  daily basis or  extended stay

4. Park Rates and Other Charges. User shall pay Campground for use of the RV site:  
**Weekly: \$** \_\_\_\_\_ **Daily: \$** \_\_\_\_\_ **Extended Stay: \$** \_\_\_\_\_  
This rate shall be paid in advance and without demand beginning on the Effective Date of this Agreement and thereafter:  per week or  per day or  extended stay. (check applicable box) All payments are due and to be made payable to Campground at the address provided below. The rate for use of the RV Site may be increased by giving advance notice to User.

5. Electric Utility. User shall pay Campground, in accordance with the schedule for payment of the rate checked in Paragraph 4, above, all electrical power charges used by User in connection with the use of the RV Site. This amount is \$0.08 /kWh and is calculated by Campground according to TEX. UTIL. CODE § 184.034. The beginning meter reading as of the Effective Date of this Agreement is \_\_\_\_\_. If, at any time during the term of this Agreement, User becomes delinquent in the payment of electric services, Campground shall withhold electric services until User pays the delinquent amount.

pursuant to TEX. U.N.L. CODE § 184.036. Clause 5 applies to extended stay only

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 Campground's property.

7. Campground's Right to Terminate Agreement. Campground 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 Campground within three (3) days of the date provided on the Agreement Termination Notice. The three (3) days' 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 Campground, Campground will refund to User the proportionate amount of any unused amounts previously paid by User to Campground.

8. Early Termination by User. Campground 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"):

- a. Failing to timely pay the RV Site use rate, outlined in Paragraph 4, above, or other lawful charges when due under this Agreement;
- b. Giving false information to Campground;
- c. 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;
- d. Remaining on the Property after giving notice of termination and intent to vacate; and/or
- e. Remaining on the Property after Campground gave notice of termination at the end of the term or an Agreement Termination Notice, outlined in Paragraph 7, above.

10. 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 Campground in a similar, good condition. If User fails to leave the RV Site in good condition, Campground will assess reasonable charges to User for returning the RV Site to good condition.

11. Assignment. User shall not have the right to assign or sublet the RV Site hereunder to any person or persons.

12. Attorneys' Fees. In the event any legal proceedings of any kind are instituted to collect unpaid rates, as outlined in Paragraph 4, above, or electrical charges, Campground may collect from User all reasonable costs and attorneys' fees incurred by Campground in pursuing such action.

13. Waiver. Campground'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.

14. 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.

**THIS AGREEMENT DOES NOT CREATE A LANDLORD/TENANT RELATIONSHIP.**

15. Pets. Campground allows User to have pets on the property, User is responsible for the pet's behavior, waste, and noise level. User agrees to clean up after his or 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.

16. Credit Card on File. User will provide Campground with information for a valid credit card to keep on file. The credit card information will be used by Campground in the event that Campground must charge User for cleaning or repairing the RV Site, as outlined in Paragraph 10, above, or if User vacates the RV site without paying Campground the total amount due under this Agreement. If Campground uses the credit card information for the reasons described above, Campground will provide User a statement of account listing the charges at the address noted below.

17. 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.

18. **NO LIABILITY. USER HEREBY INDEMNIFIES, RELEASES, AND AGREES TO PROTECT AND HOLD HARMLESS CAMPGROUND, ITS OFFICERS, OWNERS, EMPLOYEES, AND AGENTS ("CAMPGROUND PARTIES"), FROM AND AGAINST ALL CLAIMS, CAUSES OF ACTION, AND/OR LIABILITY ARISING OUT OF OR RELATED TO USER'S USE OF THE RV SITE, CAMPGROUND'S PROPERTY, AND/OR ANY CONDITION THEREON, WITHOUT LIMIT AND WITHOUT REGARD TO THE CAUSE OR CAUSES THEREOF OR THE NEGLIGENCE OF CAMPGROUND PARTIES.**

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

#### **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 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."

**THIS AGREEMENT DOES NOT CREATE A LANDLORD/TENANT RELATIONSHIP.**

**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 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 Campground's property. We will prosecute any violations under the "CRIMINAL TRESPASS LAW."**

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

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

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

**Campground** (printed): Spring Creek RV Park  
Signature: \_\_\_\_\_  
Title: \_\_\_\_\_  
Address: \_\_\_\_\_  
\_\_\_\_\_  
Phone: \_\_\_\_\_  
Fax: \_\_\_\_\_  
Date: \_\_\_\_\_

**User** (printed): \_\_\_\_\_  
Signature: \_\_\_\_\_  
Address (not on Campground property):  
\_\_\_\_\_  
\_\_\_\_\_  
Phone: \_\_\_\_\_  
Fax: \_\_\_\_\_  
Email: \_\_\_\_\_  
Pets (number, type): \_\_\_\_\_  
Number of People Using Unit: \_\_\_\_\_  
Credit Card No.: \_\_\_\_\_  
CC Expiration Date: \_\_\_\_\_  
CC Security Code: \_\_\_\_\_  
RV Make & Model: \_\_\_\_\_  
RV License Plate No. \_\_\_\_\_ State: \_\_\_\_\_  
**List all other vehicles you will park at RV site.**  
Make & Model: \_\_\_\_\_  
License Plate No.: \_\_\_\_\_ State: \_\_\_\_\_  
Make & Model: \_\_\_\_\_  
License Plate No.: \_\_\_\_\_ State: \_\_\_\_\_

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