Crossbuck RV Park, L.L.C.

Month-To-Month Rental Agreement
For Recreational Vehicle Tenants

Tenants who are listed on this application agree to lease the space from **Crossbuck RV Park, LLC**, hereinafter referred to as "**Park**", according to the terms and conditions set forth in this agreement. ***All prices are subject to change subject to written notice described below.***

TERM: This Rental Agreement shall establish a month-to-month tenancy. Tenant acknowledges and agrees to vacate the space which is the subject of this Agreement no later than the date specified herein, unless otherwise extended. If the tenant does not vacate the space after 5 days written notice, he/she agrees to accept disconnection of electricity and water by **Crossbuck RV Park, LLC**, and agrees to pay extra legal fees, towing fees, and so on, related to eviction of the tenant.

RENT: Monthly rent is **$675.00**. Tenant(s) shall pay rent in full on the **1ST** day of each month, commencing on the start of the term of this Rental Agreement. The rent and all other charges must be paid without deduction or offset and in advance on the **1ST** day of each month. A late charge may be assessed by management in the amount of **$10/Day** whenever rent is paid more than five (5) days after it is due. An NSF (not sufficient funds) charge may be assessed by management in the amount of **$65.00** whenever a payment for rent or any other charge is returned unpaid from a bank or financial institution. All rent charges due and owing herein shall be made payable to: **Crossbuck RV Park, LLC** by credit card or ACH **via the link provided by Crossbuck RV Park**; however, payment receipt is the responsibility of the Tenant and any system issues with online payments will not be considered when assessing late payments. The monthly rent is not refundable when the tenant leaves at any time before the final day of the month.

RENT INCREASES: Notices of rent increases during the term of this Agreement will be in accordance with the terms and conditions of any law in effect, but no rent increase shall take effect less than 30 days from the date of written notice from the park.

UTILITIES AND OTHER CHARGES: Included in the rent are the monthly charges for: Water, Sewer, Internet, Electricity, and Garbage.

PARK RULES: The Park Rules are incorporated herein by reference as though fully set forth at this point. Tenant(s) agrees to comply with all Park Rules that now exist and any created in the future as such additional rules may be promulgated by the park from time to time.

CHANGES IN RULES, STANDARDS OF MAINTENANCE, SERVICES, EQUIPMENT OR PHYSICAL IMPROVEMENTS: The Park's rules and regulations, standards of maintenance of physical improvements in the park, together with services (including utilities), equipment and physical improvements within the park may be changed from time to time as provided by any law then in effect.

ENTRY UPON RESIDENT'S SPACE: The Park shall have a right of entry upon the land on which a recreational vehicle is situated for maintenance of utilities, maintenance of premises if the occupant fails to do so, and the protection of the Park at any reasonable time. However, such entry shall not be in a manner at a time which would interfere with the occupant's quiet enjoyment. The Park may enter a recreational vehicle without the prior written consent of the occupant in the case of an emergency or when the occupant has abandoned the recreational vehicle.

TERMINATION OF RENTAL AGREEMENT BY TENANT: Tenant(s) understands that this Rental Agreement will remain in effect and Tenant(s) will be liable to pay rent as set forth in this Agreement whether or not the Tenant(s) occupies the space or maintains a recreational vehicle at the space for the term of this Rental Agreement, unless the Tenant(s) sells the recreational vehicles to a purchaser who is approved by the Park and who executes a new Rental Agreement or unless the Tenant(s) removes the recreational vehicles from the Park.

RENTING OR SUBLETTING: Tenant(s) shall not sublease or otherwise rent all or any portion of Tenant(s) recreational vehicle or the premises. Tenant(s) shall not assign or encumber his or her interest in this Rental Agreement or the premises. No consent

to any assignment, encumbrance, sublease or other renting shall constitute a further waiver of the provisions of the paragraph. If Tenant(s) consist of more than one person, a purported assignment, voluntary, involuntary, or by operation of law, from one person to the other shall be deemed an assignment with the meaning of this paragraph.

PETS: Special Permission to keep a house pet in the Park must be obtained from Park Management. A house pet is defined as a pet that spends its primary existence within the RV. Park Management reserves the right to deny a Resident a pet if a proposed pet would pose a threat to the health and safety of Residents of the Park. The Pet Rules are incorporated herein by reference as though fully set forth at this point. Tenant(s) agrees to comply with all Pet Rules that now exist, and such additional Rules as may be promulgated by the Park from time to time.

SEX OFFENDER NOTIFICATION: The State of Texas maintains a sex offender registration and public notification program under Chapter 62 of the Texas Code of Criminal Procedure, administered by the Texas Department of Public Safety ("DPS"). The program provides public access to certain information concerning individuals required to register as sex offenders. The public may search the Texas Public Sex Offender Registry at sor.dps.texas.gov. The registry may include an offender's name, address, photograph, offense information, and assigned risk level. Local law enforcement authorities also maintain information regarding registered sex offenders residing within their jurisdictions. Tenant acknowledges that the Park does not represent or guarantee that the registry is complete, current, or free from error, and Tenant is responsible for reviewing any publicly available information considered relevant to Tenant's decision to occupy the premises.

CANCELLATION POLICY: Month to Month RV Rental: No refund for cancellation any reasons.

USE PROHIBITED: The recreational vehicle and premises shall be used only for private residential purposes and no business or commercial activity of any nature shall be conducted thereon.

WAIVER: The waiver by Park or, of the failure of the Park to act in any respect because of any breach of a term, covenant or condition contained herein of the violation of a Park Rule or Regulation shall not be waiver of that term or rule. The subsequent acceptance of rent by the Park shall not be a waiver of any preceding breach of this Rental Agreement by the Tenant(s) or any violation of Park Rules or failure of Tenant(s) to pay any rent, regardless of the Park's knowledge of the preceding breach or violation of Park Rules or Regulations or failure to pay rent.

ATTORNEY'S FEES AND COSTS: In any action arising out of Tenant(s)'s tenancy or this Agreement the prevailing party shall be entitled to reasonable attorney's fees and costs. A party shall be deemed a prevailing party if the judgment is rendered in his or her favor or where the litigation is dismissed in his or her favor prior to or during the trial, unless the parties otherwise agree in the settlement or compromise.

INTERPRETATION: Each provision of this agreement is separate, distinct and individually enforceable. In the event any provision is declared to be unlawful or unenforceable, the validity of all provisions shall not be affected.

EFFECT ON THIS AGREEMENT: Tenant agrees that this Rental Agreement, together with the Park Rules and Application, contains the entire Agreement between the parties regarding the rental of space within the Park. All prior negotiations or stipulations concerning this matter which preceded or accompanied the execution of this Agreement are conclusively deemed to have been superseded by this written Agreement. This Agreement completely supersedes any prior Agreement of the parties, whether in writing or oral.

SUCCESSORS AND ASSIGNS: This Agreement and each and all its terms, provisions, covenants, conditions, rights and obligations shall be binding upon the time and insure the benefit of the parties hereto and their respective successors, assigns, heirs, executors, and administrators.

ALTERATION OF THIS AGREEMENT: This Agreement may be altered by Tenant only by written agreement signed by both of the parties or by operation of law. This Agreement may be altered by owner by written agreement by both parties, by operation of law.

NON-LIABILITY OF LANDLORD: Tenant agrees that Landlord shall not be liable for injury or damage to person or property of

Tenant, his family, guests, employees or invitees, occurring in, on or about the leased premises, or occurring anywhere in the Park or area in which the leased premises are located, or in or upon the grounds in which the RV Space is located, or in any other building or structure on said grounds, however caused or arising except by the direct negligence of Landlord, his agents or employees, and agrees to indemnify and hold Landlord harmless therefore. Landlord will not be responsible for damage caused by leaks, bursting pipes, by freezing or otherwise, or by any vices or defects of the leased property, or the consequences thereof, nor will the Landlord be liable for damages or injury caused by any vices or defects of the leased property to Tenant, or any tenant or occupant or to anyone in the Park or on the premises, except in case of positive neglect or failure to take action toward the remedying of such defects within reasonable time after having written notice from Tenant of such defects and the damage caused thereby. Should Tenant fail to so notify Landlord promptly, in writing, of any such defects, Tenant will become responsible for any damage or injury resulting to Landlord or other parties. It is recommended that the said Tenant shall maintain renter's insurance coverage on Tenant's possessions to be placed within and on the premises.

Rules and Regulations: Guest is subject to and agrees to comply with all "**Park Rules**", a copy of which is attached hereto and incorporated herein by reference. **Crossbuck RV Park, LLC** may modify the **Park Rules** from time to time at its discretion. Tenant hereby acknowledges receipt of the current **Park Rules**. Tenant also agrees and acknowledges that failure to comply with all **Park Rules** will constitute a material default of this Agreement and will be cause for immediate eviction and removal from the RV Park.

RV Liability & Property Insurance: Tenant shall be solely responsible to maintain property and general liability insurance on any vehicle parked or accessing the Park and shall cover RV/Car Damage by tree breakage, flood, fire, theft, or other causes.

ACKNOWLEDGMENT: Tenant(s) acknowledges that he and/or she have read, understood and received copies of this Rental Agreement, together with a copy of the Park Rules and Regulations, and further that he and/or she have read and understand each of these documents. Tenant(s) understands that by executing this Rental Agreement, he and/or she will be bound by the terms and conditions thereof.

Site #:

_____ _____

Applicant Signature: *Date*

_____ _____

Crossbuck RV Park, LLC Owner/Manager Signature: *Date*

Crossbuck RV Park
Park Rules

- QUIET TIME: Quiet hours are from 10 p.m. to 7 a.m. Please be considerate of others. No loud music is allowed at any time.
- SPEED LIMIT: Please observe a speed limit of no more than 7.5 mph in the Park.
- SEWER: Sewer connection – a positive sewer seal at both ends of sewer hose is required. Texas law requires that a sewer hose must be fastened using a connector.
- CHILDREN: We want children to be safe, and have a good time, but always under the watchful eyes of a parent/guardian. Please use good judgment if you decide to leave your children at the park when you are gone. We are not responsible for their safety or welfare. You are liable for their behavior.
- TRASH: Dumpster located in the park is for personal trash only. All garbage must be bagged & tied, boxes broken down. DO NOT leave trash outside by your RV, unless it is bagged and tied in which our personnel will retrieve on a daily basis as scheduled. Cleanliness of the park is important to us. Sites are to be kept clean and orderly, as determined by management. Washing vehicles in the park is allowed but may be restricted if excessive. Keeping your RV clean and in good repair is required.
- NO FIREWORKS ALLOWED. NO OPEN FIREARMS DISPLAYED.
- PARKING: Two vehicles per RV space are allowed. Please park in front of your RV out of the main drives.
- CLOTHS LINES ARE NOT ALLOWED. ELECTRIC SPACE HEATERS ARE NOT ALLOWED. NO CHEATER BOXES OR PIGTAILS ALLOWED. Crossbuck RV Park, LLC is not responsible for any electrical components on RV's.
- CONDUCT: Disorderly conduct, drunkenness, illegal drugs, obscene language, obnoxious, disruptive or vulgar behavior will not be tolerated. They will be reason for immediate eviction without refund.
- DRUGS: Illegal drugs of any form are prohibited on the property of Crossbuck RV Park. Person(s) caught in violation of this rule are subject to immediate eviction without a refund. Person(s) knowing of any illegal activity are encouraged to notify the management immediately. Any information reported will be strictly confidential.
- Pets are permitted at Crossbuck RV Park, however only in strict compliance with the following terms and conditions:
  -All pets must be kept on a leash or in a cage or crate at all times during which the pet is outside of your RV. Notwithstanding the foregoing, cats that are licensed, vaccinated and have been spayed or neutered are permitted outside of your RV without a leash as long as they do not become a nuisance to other Guests. Pets must be supervised at all times. Please be advised that pets found unsupervised in the RV Park may be impounded.
  -Pets are not permitted on other Guest's RV sites.
  -All Guests are required to clean up after their pet(s). Crossbuck RV Park reserves the right to assess a $25 per occurrence fee if you fail to clean up after your pet(s).
  -Barking, excessive noise or other pet behavior that disturbs other Guests is not permitted. If Crossbuck RV Park becomes aware of such behavior, management will notify you and request that you take action to correct the problem behavior. If such behavior continues after the second notice you receive from management, you will be required to remove the pet from the RV Park within 24 hours after notice from management.
  -Pets are not permitted to be tied or chained to trees or any other structure within the RV Park.
  -You certify that your pet has not previously bitten or caused other injury to any person. If at any time your pet bites or otherwise injures any person or other pet at the RV Park, you will be required to remove the pet from the RV Park immediately and the pet will no longer be permitted on the RV Park premises.
  -If your pet displays threatening or aggressive behavior which Crossbuck RV Park, in its sole discretion, deems to be dangerous or problematic, you agree you will promptly leave the Park upon request from Park with no recourse against Park and no claim for reimbursement or compensation from Park.
  -You agree to indemnify, defend and hold harmless the RV Park Property Owner, Crossbuck RV Park, the Park, and their principals, members, shareholders, partners, directors, managers and employees from and against and any and all claims, damages, losses, liabilities, costs and expenses (including reasonable attorneys' fees) arising out of or in connection with your pet residing or being located at the RV Park, including, without limitation, the claims of any third parties related to death, bodily injury or damage to persons or property caused by your pet.
  -In its sole discretion, Crossbuck RV Park can limit or restrict which pets are permitted at the RV Park. Aggressive breeds of dogs are not permitted at the RV Park.
  -Notwithstanding the forgoing, service dogs of any breed belonging to a Guest are permitted at the RV Park, subject to proper documentation.

Failure to strictly comply with these Pet rules and regulations will constitute default of this Agreement. Also, your failure to disclose and identify existence of your pets to management will constitute default of Agreement and Crossbuck RV Park will be entitled to all remedies set forth herein.

- No guest, invitee, or visitor of a resident may camp or sleep outside in their cars.
- No more than one RV and two vehicles per rental space are allowed.
- No inoperable or unlicensed vehicles will be allowed to remain in the RV Park. Guests shall not use or allow the use of their respective rental space for performance of major mechanical or long-term repairs.
- Park and its management will not accept mail delivered to the RV Park for Guests or RV occupants. Guests must obtain a post office box or have their mail sent “general delivery” to the post office.
- Campfires are allowed in portable, covered fire pits only, and not on the grass. Please do not put ashes in any trash receptacle.
- Guest is not allowed to construct or place any outside storage units on the premises.

These rules are for health, cleanliness, legality and welfare of all.

MANAGEMENT RESERVES THE RIGHT TO EVICT OR REFUSE SERVICE TO ANY PERSON OR PERSONS WHO BREAK OR DISREGARD ANY RULES WITHOUT REFUND. MANANGEMENT RESERVES THE RIGHT TO REFUSE ANYONE. MANAGEMENT RESERVES THE RIGHT TO MAKE CHANGES TO THE RULES, REGULATIONS AND FEES WHEN NECESSARY.