

# Tri-Rivers RV Park Rental Agreement and Rules

This rental agreement is made on the \_\_\_\_\_ Day of \_\_\_\_\_, 2018, between Tri-Rivers Baptist Area Inc., with its principal office located at 502 E. Main Street, Gatesville, TX 76528, referred to herein as Lessor, and (Lessee-Guest) referred to herein as Lessee. Office Phone Number: 254-865-1299. Cell Number: 432-202-1526

Lessor leases to Lessee and Lessee leases from Lessor, for the term of this agreement,

**RV Spot #** \_\_\_\_\_ of the **Tri-Rivers Baptist Area RV Park** located at **1006 CR 227, Hico, TX 76457** and being hereafter referred to as RV Spot (whether one or more), and pursuant to the following terms and conditions:

## Per Day Rent Charge Agreement

Lessee agrees to pay as rental **\$20.00 Per Day** for RV spot(s) beginning \_\_\_\_\_ Day of \_\_\_\_\_, 2018 on a Day to Day basis.

## Per Week Rent Charge Agreement

Lessee agrees to pay as rental **\$120.00 Per Week** (7 days) for RV spot(s) beginning \_\_\_\_\_ Day of \_\_\_\_\_, 2018 on a Week to Week basis.

## Per Month Rent Charge Agreement – 30 Amp Hookup

Lessee agrees to pay as rental **\$250.00 Per Month** for RV spot(s) beginning **4th Day of August, 2018** on a Month to Month basis.

## Per Month Rent Charge Agreement – 50 Amp Hookup

Lessee agrees to pay as rental **\$275.00 Per Month** for RV spot(s) beginning \_\_\_\_\_ Day of \_\_\_\_\_, 2018 on a Month to Month basis.

## Laundry Facility Usage Fee (Optional)

Lessee agrees to pay Laundry Facility Usage Fee: *(check one)* This Fee will be added to Rent Charge. *(Laundry Facility to remain open a minimum of two days per week from 8:00 am – 10:00 pm)*

\_\_\_\_\_ \$30.00 Per Month \_\_\_\_\_ \$12.00 Per Week \_\_\_\_\_ \$10.00 Per Day

I have received a written copy of the RV Park Agreement and Rules.

**I have provided a copy of Driver's License/ID for all individuals over the age of 18 and authorize Tri-Rivers Baptist Area to conduct a Criminal Background Check if they deem necessary.**

WITNESS our signatures as of the day and date stated above.

LESSOR: Tri-Rivers Baptist Area Inc., - RV Park

LESSOR SIGNATURE: \_\_\_\_\_

LESSEE: \_\_\_\_\_

*Printed Name*

*Signature*

Date: \_\_\_\_\_ Phone Number: \_\_\_\_\_

**\*Tri-Rivers RV Park Copy...**

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LESSOR SIGNATURE: \_\_\_\_\_

LESSEE: \_\_\_\_\_

*Printed Name*

*Signature*

Date: \_\_\_\_\_ Phone Number: \_\_\_\_\_

**\*Lessee/Renter Copy...**

# Tri-Rivers RV Park Rental Agreement and Rules

Utilities/Cleaning: Lessor shall pay for all water, electricity, and other utilities supplied.

Assignment and Subletting: Lessee shall not sublet the RV spots, or any part of the Premises, or assign this agreement without Lessor's prior, express, and written consent.

Default: Any failure by Lessee to pay rent or other charges promptly when due or to comply with any other term or condition of this agreement shall, at the option of Lessor, promptly terminate this tenancy and forfeit all rights of Lessee under this agreement.

Maintenance and Redelivery of RV Spot: Lessee shall keep and maintain the RV Spot in a clean and sanitary condition at all times, and on the expiration or earlier termination of the tenancy shall surrender the RV Spot to Lessor in as good condition as when received, ordinary wear and tear and damage by the elements excepted.

Effect of Holding Over: The parties agree that any holding over by Lessee under this agreement, without Lessor's written consent, shall be a tenancy at will which may be terminated by Lessor in accordance with applicable law.

Indemnification: Lessee shall indemnify, defend, and hold Lessor harmless from any and all claims and damages (including reasonable attorney's fees and costs) arising from Lessee's use of the RV Spot or from any activity permitted by Lessee in or about the RV Spot unless caused by the gross negligence or willful misconduct of Lessor. Lessee shall further indemnify, defend, and hold Lessor harmless from any and all claims and damages (including reasonable attorney's fees and costs) arising from any breach or default in the terms of this agreement or arising from any act, negligence, fault, or omission of Lessee and from and against any and all costs, reasonable attorney's fees, expenses, and liabilities incurred on or about such claim or any action or proceeding brought on such claim. In case any action or proceeding shall be brought against Lessor by reason of any such claim, Lessee, on notice from Lessor, shall defend it at Lessee's expense by counsel approved in writing by Lessor.

Mandatory Arbitration: Any dispute under this agreement shall be required to be resolved by binding arbitration of the parties hereto. If the parties cannot agree on an arbitrator, each party shall select one arbitrator and both arbitrators shall then select a third. The third arbitrator so selected shall arbitrate said dispute. The arbitration shall be governed by the rules of the American Arbitration Association then in force and effect.

Governing Law: This agreement shall be governed by, construed, and enforced in accordance with the laws of the state of Texas.

Waivers: Waiver by Lessor of any breach of any covenant or duty of Lessee under this agreement is not a waiver of a breach of any other covenant or duty of Lessee, or of any subsequent breach of the same covenant or duty.

Counterparts: If this agreement is executed in multiple counterparts, all counterparts taken together constitute this agreement. Copies of signatures to this agreement are effective as original signatures.

## **RV Park Rules**

QUIET TIME: 10:00 pm – 7:00 am. Please be considerate of others. No loud music at any time or barking dogs.

CHECK-OUT TIME: Noon (12:00 pm) - Due to previous reservations, if you plan on staying longer, the earlier you re-register, the better your chance of keeping your site.

SPEED LIMIT: Please observe a speed limit of no more than 5 mph.

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 or a rubber donut.

# Tri-Rivers RV Park Rental Agreement and Rules

**CHILDREN:** We want the children to be safe & have a good time, but always under the watchful eyes of a parent/guardian. Please use good judgement 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.

**PETS:** The limit is for only 1 pet allowed on leash. Only dogs under 20 pounds are allowed. NO AGGRESSIVE BREED DOGS ARE ALLOWED IN THE PARK. Owners must clean up after their pets. Do not leave pets tethered on a leash or chain or in a pen outside overnight or when you are absent. The same rules apply for cats as for dogs. Cats are inside pets only. If outside, they must be on a leash with the owner at all times. Applicants with dogs must show certification of completed behavior class (if applicable) and current shot records. Tenants with dogs get two warnings about noise violations before receiving a comply or quit notice and are subject to eviction.

**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. Sites are to be kept clean and orderly, as determined by management. Washing vehicles in the park is prohibited, however; keeping your RV clean and in good repair is required.

NO FIREWORKS ALLOWED. NO OPEN FIREARMS DISPLAYED.

**PARKING:** Two vehicles per RV space if your space is large enough. Please park out of the main drives.

CLOTHS LINES ARE NOT ALLOWED. ELECTRIC SPACE HEATERS ARE NOT ALLOWED. NO CHEATER BOXES OR PIGTAILS ALLOWED. Tri-Rivers RV Park 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/ALCOHOL/TOBACCO:** Illegal drugs of any form are prohibited on the property. 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. Alcohol will not be consumed in public view on the property. Tobacco products must be disposed within the RV and not on property.

**LIABILITY:** All park facilities and equipment of the park is intended for the convenience of the guests. Any and all persons using the facilities do at THEIR OWN RISK and consent. Tri-Rivers RV Park is NOT RESPONSIBLE for accident due to fire, theft, wind, flood, personal negligence, acts of God or other unfortunate circumstances. The registered guest is financially responsible for all individuals or pets at their site for any/all damage to the park.

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.

I, the above signed, (Lessee, family members, guest) hereby release, indemnify and hold harmless Tri-Rivers Baptist Area, Inc., any and all churches involved with Tri-Rivers Retreat Center and RV Park, any employees, officers, agents, or volunteers from any and all claims, physical and emotional, including bodily injury, that may be sustained in connection with all facilities, recreational area to include RV Park and it's facilities.

I hereby consent and authorize Tri-Rivers Baptist Area to obtain a background check on all individuals who may reside on the property owned by Tri-Rivers Baptist Area Inc., that may include, but not be limited to, social security number verification, a criminal record check, employment and education verifications, verifications of personal reference and reputation; and driving record. Credit history will not be obtained. I acknowledge that facsimile, copy or email of this document shall have the same validity, force and effect as the original.