

Ponderosa RV Park Rental Agreement

This rental agreement is made on the _____ day of _____, 20____ between _____ (referred to herein as Lessee) and Ponderosa Mobile Home and RV Park (referred to herein as Lessor) located at 2361 E US Hwy 84, Palestine, TX 75801. Lessee leases from Lessor for the term of this agreement, beginning on _____, RV Spot # _____ of the Ponderosa Mobile Home and RV Park and hereafter referred to as RV Spot (whether one or more), and pursuant to the following terms and conditions:

Rent: Lessee agrees to pay as rental \$_____ monthly for a maximum of two persons at RV Spot and for all electricity and any other charges due by the 1st day of month. A \$_____ electricity and cleaning deposit as well as the first full month's rent is due upon date of this agreement.

Quiet Time: from 10:00 pm until 7:00 am. Please be considerate of others. No loud music at any time that is heard beyond your RV site.

Speed Limit: Please observe a speed limit of no more than 5 mph.

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. The sewer is to a septic system. Please do not put any feminine products, wipes, diapers, etc. in sewer drains.

Children: We want the children to be safe always under the watchful eyes of a parent/guardian. We are not responsible for their safety or welfare. You are liable for their behavior.

Pets: Owners must clean up after their pet. Pets must be kept quiet and on leash. The same rules apply for cats as for dogs. Do not leave pets outside, tied down or unattended. Owner must provide evidence of current vaccinations. These rules are for health reasons as well as respect for others. **NO AGGRESSIVE BREED DOGS ARE ALLOWED IN THE PARK.**

Trash: All garbage must be bagged, and boxes broken down and put in the trash receptacle. Do not leave trash outside your RV. Trash receptacles are for personal trash only.

NO FIREWORKS ALLOWED. NO OPEN FIREARMS DISPLAYED.

Parking: A maximum of 2 vehicles per RV Spot is allowed. Please park off the main drive and off the grass.

Visitors and Guests: You are responsible for all the actions and conduct of your visitors and guests. You are liable for any damages to property within the Park caused by or contributed to by your visitor or guest. All visitors and guests who remain over 3 days must be registered with the Park. Those failing to register their visitor or guest will be charged a fee of \$3 per night per person back to the original time of staying in the Park.

CLOTHES LINES, ELECTRIC SPACE HEATERS, CHEATER BOXES AND PIGTAILS ARE NOT ALLOWED. The 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: Illegal drugs of any form are prohibited on the property of Ponderosa Mobile Home and RV Park. Persons caught in violation of this rule are subject to immediate eviction without a refund. Persons knowing of any illegal activity are encouraged to notify the management

immediately and the information reported will be strictly confidential.

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 so at THEIR OWN RISK and consent. The Park management is not responsible for accident or damage due to fire, theft, wind, flood, personal negligence, acts of God or any other unfortunate circumstances. The Lessee is financially responsible for all individuals and pets at their site and for any and all damage to the Park.

Maintenance and Redelivery of RV Spot: Lessee shall always keep and maintain the RV Spot in a clean and sanitary condition. No items shall be stored on RV Spot that will interfere with grounds maintenance. The Lessee shall surrender the RV Spot to the Lessor in as good condition as when received, ordinary wear and tear and damage by the elements excepted.

Default: Any failure by Lessee to pay rent or other charges promptly when due or to comply with any other terms or conditions of this agreement or rules shall, at the option of the Lessor, promptly terminate this tenancy and forfeit all rights of the Lessee under this agreement. Rent or other charges unpaid by the close of business 5:00pm on the 5th day are subject to a \$25 late fee as well as a charge of \$5 per day until all late payments have been paid. A Notice to Vacate will be given with a 72-hour deadline. If the problem is not corrected, the Lessee's RV will be disconnected and removed from the Ponderosa Mobile Home and RV Park.

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

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, damages and injuries (including reasonable attorney fees and costs) arising from Lessee's use of the RV Spot or from any activity permitted by Lessee in or about the Ponderosa Mobile Home and RV Park. Lessee shall further indemnify, defend and hold harmless from any and all claims and damages (including reasonable attorney 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. Lessee is responsible for insurance to cover RV trailer with its contents and vehicle.

Arbitration: Any dispute under this agreement shall attempt to be resolved by binding arbitration of the parties hereto and governed by the American Arbitration Association.

LEASSOR RESERVES THE RIGHT TO EVICT OR REFUSE SERVICE TO ANY PERSON OR PERSONS WHO BREAK OR DISREGARD ANY RULES WITHOUT REFUND. LEESOR RESERVES THE RIGHT TO REFUSE ANYONE AND TO MAKE CHANGES TO THE RULES, AGREEMENT AND FEES.

I agree to abide by these RV Park Rules so all tenants can enjoy a safe and pleasant place to live.

Lessee Signature: _____ Date: _____

Ponderosa Mobile Home and RV Park Signature: _____