



SITE SERVICE AGREEMENT

1. **Parties.** This is a site service agreement (“Agreement”) between WINDMILL RV RANCH, LLC, a Texas limited liability company, (“RV Park”) and _____ (“User”).

2. **RV Site.** RV Park hereby provides services on Lot No. _____ (“RV Site”) of RV Park’s property. RV Park has the right upon twenty-four (24) hours’ notice to relocate User to a substantially equivalent Lot on RV Park’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 basis Daily basis Monthly basis

4. **RV Park Rates and Other Charges.** User shall pay RV Park for use of the RV site:
Daily: \$ _____
Weekly: \$ _____
Monthly: \$ _____

This rate shall be paid in advance and without demand beginning on the Effective Date of this Agreement and thereafter: (check applicable box)
 per month per week per day.

All payments are due and to be made payable to 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, on the day after the due date, User has not paid the total amount due under the terms of this Agreement, User will pay RV Park interest on the outstanding amount at an annual interest rate which shall be the lower of 18% and the maximum legal rate. RV Park will not accept partial payments.

5. **Monthly Electric Utility Users.** Users who contract for

use of an RV Site on a monthly basis shall pay RV Park, in accordance with our payment schedule for all electrical power charges used by User in connection with the use of the RV Site. This amount is _____/kWh and is calculated by RV Park 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, RV Park shall withhold electric services until User shall pay the delinquent amount pursuant to TEX. UTIL. CODE § 184.036.

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 RV Park’s property. Any breach of the rules and regulations or violation of any state and federal law, rule, ordinance, or regulation applicable to RV Park’s property shall constitute an Act of Default (as defined below).

7. **Housing for Older Persons.** User hereby agrees and acknowledges that the RV Park is operated in accordance with the Housing for Older Persons Act of 1995 (the “Act”) and that User and the other persons occupying the RV Site meet the minimum age requirements as stated under the Act and as described further on the Lessee Age Verification form attached hereto.

8. **RV Park’s Right to Terminate Agreement.** RV Park and User agree and acknowledge that:
a. RV Park is analogous to a hotel and not an apartment complex and this Agreement creates an Innkeeper/Guest relationship and not a Landlord/Tenant relationship between RV Park and User.
b. This Agreement grants a revocable license for the use of the RV Site and does not constitute a lease of the RV Site.
c. RV Park may terminate this Agreement for any or no reason by providing User a notice demanding that User leave the RV Site and the RV Park property (“Agreement Termination Notice”). User agrees to render peaceful possession of the RV Site to RV Park and leave the RV Park property 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 and User's leaving RV Park property, RV Park will refund to User the proportionate amount of any unused amounts previously paid by User to RV Park.

Under no circumstances shall RV Park be required to follow the procedures set forth in Texas Property Code Chapter 24 or the Texas Civil Rules of Procedure relevant to forcible detainer or eviction actions in order to remove User from possession of the RV Site or occupancy of the RV Park property. Instead, upon User's refusal to vacate an RV Site or RV Park property, Park shall have the immediate right to have User removed from the RV Site and/or the RV Park property by law enforcement for criminal trespass.

9. **Early Termination by User.** RV Park 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.
10. **Default by User.** Commission of any of the following acts, or failure to comply with any of the following requirements shall constitute a material default of this Agreement 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 on any application to, or form required by, RV Park;
 - c. User, User's guests and/or occupants failing to comply with any provision of this Agreement;
 - d. Remaining on the RV Site after giving notice of termination and intent to vacate; and/or;
 - e. Remaining on the RV Site after RV Park gives notice of termination at the end of the term or an Agreement Termination Notice, as outlined in Paragraph 8 above.
11. **Condition of RV Site.** By executing this Agreement, User acknowledges and agrees that the RV Site is in good condition, is adequate for User's use and that User accepts the RV Site "as is and with all faults." Upon termination or expiration of

this Agreement, User agrees to surrender the RV Site to RV Park in the same condition as delivered, normal wear and tear excepted. If User fails to leave the RV Site in such condition, RV Park shall have the right to charge, and User agrees to pay, all amounts reasonably necessary to return the RV Site to the same condition as delivered, normal wear and tear excepted.

12. **Assignment.** User shall not have the right to assign or sublet the RV Site hereunder to any person or persons.
13. **Attorneys' Fees.** In the event RV Park must hire an attorney, or any legal proceeding of any kind is instituted, in order to enforce RV Park's rights hereunder, RV Park shall be entitled to collect from User all reasonable costs and attorneys' fees incurred by RV Park in enforcing its rights.
14. **Waiver.** RV Park'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.
15. **Notices.** All written notices and communications regarding this Agreement, including notices sent pursuant to TEX. PENAL CODE § 31.04(c), must be sent to the designated undersigned persons at the addresses as set forth below unless notified in writing of a different address by the party subject to receiving such notice or communication in accordance with this paragraph. The notice shall become effective as of the date of mailing by certified mail, return receipt requested.
16. **Pets.** If RV Park 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.
17. **Credit Card on File.** User will provide RV Park with information for a valid credit card to keep on file. The credit card information will be used by RV Park in the event that RV Park must charge User for cleaning or repairing the RV Site, as outlined in Paragraph 11, above, or if User vacates the RV Site without paying RV Park the total amount due under this Agreement. If RV Park uses the credit card information for the reasons described above, RV Park will provide User a statement of account listing the charges at the address noted below.

18. **NO LIABILITY.** TO THE EXTENT PERMITTED BY LAW, USE HEREBY INDEMNIFIES, RELEASES, AND AGREES TO PROTECT AND HOLD HARMLESS RV PARK, ITS OFFICERS, OWNERS, EMPLOYEES, AND AGENTS (“RV PARK 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, RV PARK’S PROPERTY, AND/OR ANY CONDITION THEREON, WITHOUT LIMIT AND WITHOUT REGARD TO THE CAUSE OR CAUSES THEREOF OR THE GROSS NEGLIGENCE OF RV PARK PARTIES.

19. **NOTICE FOR OPENLY CARRIED HANDGUNS.** PURSUANT TO TEXAS PENAL CODE SECTION 30.07, PENAL CODE (TRESPASS BY LICENSE HOLDER WITH AN OPENLY CARRIED HANDGUN), A PERSON LICENSED UNDER SUB CHAPTER H, CHAPTER 411, GOVERNMENT CODE (HANDGUN LICENSING LAW), MAY NOT ENTER THIS PROPERTY WITH A HANDGUN THAT IS CARRIED OPENLY.

20. **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.”

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 RV Park’s property. We will prosecute any violations under the “CRIMINAL TRESPASS LAW.”

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

RV Park (printed) _____
 Signature: _____
 Title: _____ Date _____
 Address: _____

 Phone: _____ Fax _____

User (printed) _____
 Signature: _____
 Title: _____ Date _____
 Address (not at RV Park): _____

 Phone: _____ Fax _____
 Email: _____

Credit Card on File:

Credit Card No.: _____
 CC Expiration: _____ CC Security Code: _____

RV Information:

RV Make & Model: _____
 RV License Plate No. _____ State: _____

Please return this signed Agreement with a copy of your Driver’s License or other form of identification.

Pets (number, type): _____
 Number and ages of People Using the Unit: _____

List all other vehicles you will park at RV site:

Make & Model: _____
 License Plate No.: _____ State: _____
 Make & Model: _____
 License Plate No.: _____ State: _____