

Peaceful Acres

RV Park

242 County Road 2184, Cleveland, Texas 77327

(281) 622-3231 PEACEFULACRES@COMCAST.NET



RV PARK SITE SERVICE AGREEMENT

This site service agreement (the "Agreement") is made and entered into to be effective as of the last date written below (the "Effective Date") by the undersigned parties (defined below).

1. **RV Site:** Peaceful Acres RV Park ("RV Park") hereby provides services on Site _____ (the "RV Site") of the RV Park at 242 County Road 2184, Cleveland, Texas 77327 ("Address").
2. **Term:** If the commencement date is the first of the month, the initial term of this Agreement shall commence on _____ and end one month after (the "Initial Term"). Unless terminated by either party, after the expiration of the Initial Term, this Agreement shall automatically continue on a month-to-month basis. If the commencement date is any date other than the first of the month, Prorated Rent (below) will apply, and the Initial Term of this Agreement will begin on the first day of the following month and shall automatically continue on a month-to-month basis, unless terminated by either party.
3. **Prorated Rent.** If the commencement date is on a day other than the first day of a month, Guest will pay RV Park a prorated fee, an amount equal to the base monthly fee multiplied by the following fraction: the number of days from the commencement date to the first day of the following month divided by the number of days in the month in which this Agreement commences. The prorated fee is due on or before the commencement date. The monthly fee will be due on the first day of any subsequent month(s). The Prorated Rent commencement date shall be _____. The Initial Term will then commence on the first of the following month which is _____.
4. **Number of Occupants:** Guest agrees that the site shall be occupied by no more than _____ adult(s) and _____ child(ren) under the age of 18 years old, without the written consent and proper fees charged, if any, by the RV Park.
5. **Vehicles:** The Guest agrees that a maximum of _____ cars are allowed to be parked at the RV Site. Any additional Guest vehicles must be parked at the location determined by Management for the appropriate fee.
6. **Pets:** The RV Park must approve all pets. Breed restrictions apply. A required \$50.00 refundable pet deposit fee must be paid prior to arrival.

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7. **Park Rates, Other Charges, and Late Fees:** Guest shall pay the RV Park \$ _____ per month. Fees shall be paid in advance and without demand beginning on the Effective Date of the Initial Term and thereafter on the 1st day of each subsequent month. If the Guest is commencing on a Prorated basis, that amount shall be paid in advance and without demand on that commencement date and the full monthly rate will be due on the 1st day of the subsequent month and each subsequent month thereafter if applicable. The Rates are subject to change without notice. Payments accepted are cash, credit and debit cards (no personal checks). Guest shall also pay RV Park all electrical power deposits and charges used by Guest in connection with the use of the RV Site. The beginning meter reading will be taken on the 1st day the Guest occupies the RV Site. RV Park will assess a \$25.00 one-time late fee plus \$10.00 per day past the due date if the total amount of Fees or any other charge due under the terms of this Agreement is not received within 5 days after the due date. The monthly rate for electricity is computed according to the Texas Utilities Code as follows:

SUBCHAPTER C. METERING IN RECREATIONAL VEHICLE PARKS

§ 184.034. COMPUTATION OF CHARGSE. (a) For the purposes of computing the charge for electricity under Section 184.033(4), the recreational vehicle park owner shall divide the amount charged the owner by the supplying utility for the preceding fiscal year by the total number of kilowatt hours consumed by occupants visiting the park in the preceding fiscal year and round the quotient to the nearest cent.

Please bear in mind that rates you may have seen advertised are probably residential non-delivered rates and not the delivered commercial rate RV parks pay which also includes meter charges, availability charges, taxes, etc.

8. **Electric Deposit:** Upon the Effective Date of this Agreement, Guest agrees to pay the RV Park \$100.00 for Guest's use of electrical power on the RV Site ("Electric Deposit"). The Electric Deposit shall be refunded to Guest upon termination or expiration of this Agreement provided Guest has not committed any Acts of Default (as defined below) and has fulfilled all other provisions of the Agreement, including the covenant to occupy the RV Site, pay fees and other charges due for the full term of the Agreement.
9. **Rules and Regulations:** Guest and their visitors and all occupants shall comply with the Park Rules provided to Guest (a copy of which are attached hereto and incorporated herein for all intents and purposes). Guest agrees to comply with all state and federal laws, rules, ordinances and regulations applicable to the property. Guest agrees to comply with any and all changes in the Park Rules that the Park Owner or Management may make.
10. **RV Park's Right to Terminate Agreement:** RV Park may terminate this Agreement for any or no reason by providing Guest a notice to vacate the RV Site ("Notice to Vacate"). Guest agrees to render peaceful possession of the RV Site to the RV Park within three (3) days of the date provided on the Notice to Vacate. The three (3) days notice shall not be required to terminate if termination is the result of an Act of Default (as defined in #12 below). Upon Guests peaceful surrender of the RV Site to RV Park and subject to the provisions of paragraph 7 of this

Initials _____, _____

Agreement, RV Park will refund to Guest the proportionate amount of any unused electric fees previously paid by Guest to RV Park.

11. **Early Termination by Guest:** There are no refunds for Guests Early Termination. RV Park reserves the right to recover as damages for Guest's early termination of this Agreement any amounts owed that remain outstanding for the Term of the Agreement, RV Park's court costs and legal fees.
12. **Default by Guest:** The following acts constitute defaults by Guest ("Acts of Default"):
 - a) Failure to timely pay Fees or other lawful charges when due under this Agreement;
 - b) Giving false information on any application to RV Park;
 - c) Guest, Guest's guests and/or occupants' failure to comply with any rule or regulation or term, covenant or condition of this Agreement;
 - d) Guest has materially breached the terms of this Agreement by an action such as violating provisions of this Agreement or committing serious misconduct or criminal acts;
 - e) Guest holds over after giving notice of termination and intent to vacate; and/or
 - f) Guest holds over after RV Park gives notice of termination at the end of the Term or a Notice to Vacate during the Term in accordance with paragraph 8 of this Agreement;
 - g) Guest fails to abide by the RV Park Rules.
13. **Condition of RV Site:** By execution of this Agreement, Guest acknowledges and agrees that the RV Site is neat and clean and adequate for Guest's use. Upon termination or expiration of this Agreement, Guest agrees to surrender the RV Site to the RV Park in a neat and clean condition.
14. **Assignment:** Guest shall not have the right to assign or sublet the RV Site hereunder to any person or persons.
15. **Governing Law:** This Agreement is governed and construed in accordance with the laws of the State of Texas.
16. **Attorney Fees:** In the event any legal proceedings of any kind are instituted to collect unpaid Fees, electrical charges or for possession of the RV Site, RV Park may collect from Guest all reasonable costs and attorney fees incurred by RV Park in pursuing such action.
17. **Waiver:** RV Park's failure to insist on strict compliance with terms, covenants, or conditions of this Agreement shall not be deemed a waiver of that term, covenant 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.
18. **Notices:** All written notices and communications regarding this Agreement should be hand delivered or mailed to the designated undersigned persons at the RV Park office unless notified in writing to the contrary by the receiving party. The notice shall become effective as of the date of the mailing by regular mail or the date a hand delivered notice is received.

Initials _____, _____

19. **Service Agreement:** Rental of an RV space does not constitute a landlord/tenant agreement. Payment for sites is entirely for services rendered under a host/guest arrangement. You will not have any tenant rights if you are evicted from the RV Park for any reason.

20. **NO LIABILITY: GUEST HEREBY INDEMNIFIES, RELEASES AND HOLDS RV PARK, ITS OFFICERS, OWNERS, EMPLOYEES AND AGENTS (THE "RV PARK PARTIES") HARMLESS FROM ANY PROPERTY DAMAGE, PERSONAL INJURY, CLAIMS, CAUSES OF ACTION, DAMAGES, LOSS, EXPENSES, AND/OR LIABILITIES (HEREAFTER COLLECTIVELY, "LOSS") ARISING OUT OF OR RELATED TO GUEST'S USE OF THE RV SITE, THE PROPERTY AND/OR ANY CONDITION THEREON. THE RV PARK SHALL NOT BE LIABLE TO THE GUEST FOR ANY DAMAGES ARISING OUT OF ANY ACTIONS OR NEGLIGENCE ON THE PART OF ANY OTHER RV PARK GUEST OR RESIDENT OR THEIR FAMILIES, AGENTS, EMPLOYEES OR INVITEES. GUEST AGREES TO PAY THE RV PARK FOR ANY DAMAGES CAUSED BY GUEST, GUEST'S FAMILY, AGENTS, INVITEES OR EMPLOYEES.**

THEFT OF SERVICE LAW

ACCORDING TO TEXAS PENAL CODE SECTION 31:04 (b), any guest who leaves without paying for site services or who refuses to pay for site services when due is subject to criminal prosecution. We are providing service hook-ups for your RV. We require full payment in advance and will prosecute any violations under the "THEFT OF SERVICES LAW".

AFFIRMATION

As a Guest of Peaceful Acres RV Park, I fully understand and accept the attached Park Rules and any other rules and/or regulations that may be posted in the Park.

I also agree to vacate the premises at the request of Management if I violate any rules or regulations, without a refund of any prepaid fees.

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

RV Park: **Peaceful Acres RV Park**

242 County Road 2184
Cleveland, TX 77327
(281) 622-3231

Guest: _____
Print name

Guest: _____
Print name

Signed: _____

Title: _____

Signed: _____

Signed: _____

Guests Mailing Address: _____

Phone Number: _____ Email: _____

Initials _____, _____

EMERGENCY MAINTENANCE NUMBER: The telephone number and name of the person who may be contacted for emergency maintenance at your site is:

Name _____ Phone Number _____.

Charges made to credit cards will appear on your statement from KLINEWOOD PROPERTIES, LLC.

Fees paid to date are as follows:

Site Security Deposit Fee (Refundable)	\$ 50.00	<input type="checkbox"/>
Electric Deposit Fee (Refundable)	\$100.00	<input type="checkbox"/>
Mailbox Key Deposit Fee (Refundable)	\$ 5.00	<input type="checkbox"/>
Pet Deposit Fee (Refundable)	\$ 50.00	<input type="checkbox"/>
Monthly Site Fee	\$ _____	<input type="checkbox"/>
Weekly Site Fee	\$ _____	<input type="checkbox"/>
Bi-Weekly Site Fee	\$ _____	<input type="checkbox"/>
Daily Site Fee	\$ _____	<input type="checkbox"/>
Additional Vehicle Fee	\$ _____	<input type="checkbox"/>
Additional Person 19 and under	\$ 25.00	<input type="checkbox"/>
Additional Person 20 and over	\$ 50.00	<input type="checkbox"/>
Other _____	\$ _____	<input type="checkbox"/>

UPDATED 08-30-22

Initials _____, _____