

Corral City RV Park License Agreement

This License Agreement (“Agreement”) is made and entered into to be effective as of _____ (the “Effective Date”) by and between HWCC No. 3, LLC (“Licensor”) and _____ (whether one or more, collectively, “Licensee”).

1. **RV Site:** Licensor hereby provides services on Site _____ (the “RV Site”) within Corral City RV Park, whose address is 14007 Corral City Drive, Corral City, Texas 76226. Licensee hereby requests such service on the RV Site.

2. **Term:** The initial term of this Agreement (the “Initial Term”) is: (Check one option only):

_____ From the Effective Date to _____ (daily – less than seven (7) days)

_____ From the Effective Date to _____ (weekly – less than one month)

_____ From the Effective Date to _____ (Monthly)

Unless terminated by either party according to provisions in this Agreement, after the expiration of the Initial Term, this Agreement shall automatically continue on a day-to-day, week-to-week, or month-to-month basis from the end of the Initial Term.

3. **Number of Occupants:** Licensee agrees that the RV Site shall be occupied by no more than _____ adult(s) and _____ child(ren) under the age of 18.

4. **Pets.** Any pets at the RV Site must be approved in writing by Licensor.

5. **Licensor Rates, Other Charges, and Late Fees:** Licensee shall pay Licensor for use of the RV Site according to the following fee schedule (the “Fee”):

\$55 per day if the Initial Term is less than 7 days;

\$325 per week if the Initial Term is less than one month; or

\$625 per month for 2 adults (\$30 per month for each additional person over age 8).

The Fee shall be paid in advance and without demand beginning on the Effective Date of the Initial Term and thereafter on a weekly basis or in the case of a monthly Initial Term, on the first day of each subsequent month. Rates are subject to change without notice. The Fee will be prorated for any partial license period.

Licensee shall also pay Licensor for electrical service provided to Licensee in connection with Licensee’s use of the RV site (the “Electrical Service Charges”). Licensor shall provide Licensee with periodic invoices for the Electrical Service Charges based on the Initial Term and Licensee shall pay such invoices in accordance with the terms stated therein.

Payment of the Fee and Electrical Service Charges may be made via money order or credit or debit card. Credit or debit cards may be charged on an automatic, monthly, recurring basis by completing the attached Addendum For Automated Recurring Electronic Payments.

The Fee is due and to be made payable to:

HWCC No. 3, LLC
14007 Corral City Drive, Corral City, Texas 76226

6. **Rules and Regulations:** Licensee and their invitees shall comply with the written rules and regulations provided to Licensee (a copy of which are attached hereto as Exhibit A and incorporated herein for all purposes). Licensee agrees to comply with all federal, state, and local laws, rules, ordinances and regulations applicable to Licensee's use of the RV Site. Licensee agrees to comply with any and all changes in the rules or regulations that Licensor may make.

7. **Licensor's Right to Terminate Agreement:** On no less than three (3) days' prior written notice to Licensee, Licensor may terminate this Agreement for any or no reason ("Notice to Vacate"). Licensee agrees to render peaceful possession of the RV Site to Licensor on the date specified in the Notice to Vacate. Advance notice shall not be required to terminate if termination is the result of an Act of Default (hereinafter defined). Upon Licensee's peaceful surrender of the RV Site to Licensor and subject to the provisions of paragraph 6 of this Agreement, Licensor will refund to Licensee the proportionate amount of any unused Fee previously paid by Licensee to Licensor.

8. **Early Termination by Licensee:** Licensor may recover as damages for Licensee's early termination of this Agreement an amount equal to the amount of Fees, other amounts owed that remain outstanding for the Term of this Agreement, Licensor's costs of collection, court costs and attorneys' fees.

9. **Default by Licensee:** The following acts constitute a default by Licensee ("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 Licensor;
- (c). The failure of Licensee, Licensee's guests and/or occupants to comply with any rule, regulation, covenant, or condition of this Agreement;
- (d). The committing by Licensee of a criminal act or act of serious misconduct;
- (e). The holding over of Licensee after the termination of this Agreement, or after receiving a Notice to Vacate by Licensor in accordance with paragraph 8 of this Agreement.

If Licensee fails to comply with any provision of this Agreement then, without any notice or demand whatsoever, Licensor shall have the right to (i) immediately remove Licensee and all of Licensee's personal property from the RV Site, (ii) terminate this Agreement, and/or (iii) pursue all rights or remedies available to Licensor under this Agreement, or at law or in equity.

10. **Condition of RV Site:** BY EXECUTION OF THIS AGREEMENT, LICENSEE ACKNOWLEDGES AND AGREES THAT THE RV SITE IS NEAT AND CLEAN AND ADEQUATE FOR LICENSEE'S USE. UPON TERMINATION OR EXPIRATION OF THIS AGREEMENT, LICENSEE AGREES TO SURRENDER THE RV SITE TO LICENSOR IN A NEAT AND CLEAN CONDITION. LICENSEE ACKNOWLEDGES AND AGREES THAT IT HAS INSPECTED THE PROPERTY AND ACCEPTS THE PROPERTY IN ITS "AS-IS" CONDITION, "WITH ALL FAULTS". LICENSOR SHALL HAVE NO OBLIGATION TO INSPECT, MAINTAIN OR REPAIR THE PROPERTY, EITHER PRIOR TO OR DURING THE TERM OF THIS LICENSE. EXCEPT AS SET FORTH HEREIN, LICENSEE FURTHER ACKNOWLEDGES AND AGREES THAT LICENSOR HAS NOT MADE, DOES NOT MAKE AND SPECIFICALLY NEGATES AND DISCLAIMS ANY REPRESENTATIONS, WARRANTIES, PROMISES, COVENANTS, AGREEMENTS OR GUARANTIES OF ANY KIND OR CHARACTER WHATSOEVER, WHETHER EXPRESS OR IMPLIED, ORAL OR WRITTEN, PAST, PRESENT OR FUTURE, OR ARISING BY OPERATION OF LAW, OF, AS TO, CONCERNING OR WITH RESPECT TO THE SUITABILITY OF THE PROPERTY FOR ANY AND ALL ACTIVITIES AND USES WHICH LICENSEE MAY CONDUCT THEREON DURING THE TERM OF THIS LICENSE. LICENSEE HEREBY ASSUMES ALL RESPONSIBILITY AND LIABILITY UNDER APPLICABLE LAW FOR MAKING AND KEEPING THE PROPERTY IN A SAFE CONDITION.

11. **Assignment:** Licensee shall not have the right to assign or sublicense the RV Site hereunder to any person or persons.

12. **Governing Law:** The subject matter hereof shall be governed by the laws of Texas excluding its conflict of laws principles. Exclusive venue for all legal proceedings brought by any Party for the enforcement of this Agreement or the interpretation or construction of the terms and provisions of this Agreement shall be brought in a court of competent jurisdiction in Denton County, Texas.

13. **Attorney Fees:** In the event any legal proceedings of any kind are instituted to collect unpaid Fees, charges, or for the possession of the RV Site, Licensor may collect from Licensee all reasonable costs and attorneys' fees incurred by Licensor in pursuing such action.

14. **Waiver:** Licensor'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 the right or power at any one time be deemed a waiver or relinquishment of the right or power for all or any other times.

15. **Notices:** All notices and/or communications regarding this Agreement shall be in writing and be hand-delivered or mailed to the designated undersigned persons at Licensor unless notified in writing to the contrary by the receiving party. The notice shall become effective as of the date of mailing by regular mail or the date a hand-delivered notice is received. No oral agreements between the parties shall be effective.

16. **Indemnification:** EXCEPT TO THE EXTENT CAUSED BY LICENSOR'S GROSS NEGLIGENCE OR WILLFUL MISCONDUCT, LICENSEE HEREBY INDEMNIFIES, RELEASES AND HOLDS LICENSOR, ITS OFFICERS, DIRECTORS, MANAGERS, OWNERS, AFFILIATES, EMPLOYEES AND AGENTS HARMLESS FROM AND SATISFY AND DISCHARGE ANY AND ALL LIABILITIES, LOSSES, COSTS, DAMAGES, CLAIMS, EXPENSES, JUDGMENTS, SUITS, ORDERS OR DECREES, INCLUDING REASONABLE ATTORNEYS' FEES AND COSTS, ARISING OUT OF ANY BREACH OF ANY TERM OR PROVISION OF THIS LICENSE OR ANY REQUIREMENT OF APPLICABLE LAW, OR ANY PROPERTY DAMAGE, PERSONAL INJURY, CLAIMS, CAUSES OF ACTION, DAMAGES, LOSS, EXPENSES, AND/OR LIABILITIES ARISING OUT OF OR RELATED TO LICENSEE'S USE OF THE RV SITE, LICENSOR AND/OR ANY CONDITION THEREON. LICENSOR SHALL NOT BE LIABLE TO LICENSEE FOR ANY DAMAGES ARISING OUT OF ANY ACTIONS OR NEGLIGENCE ON THE PART OF ANY OTHER LICENSOR LICENSEE, AGENT, EMPLOYEE, INVITEE, OR AFFILIATE, EVEN IF SUCH CLAIM IS DUE IN WHOLE OR IN PART TO THE NEGLIGENCE OF LICENSOR OR ITS AFFILIATES. LICENSEE IS RESPONSIBLE FOR ANY DAMAGES CAUSED BY LICENSEE, LICENSEE'S FAMILY, AGENTS, INVITEES OR EMPLOYEES. Notwithstanding anything to the contrary, Licensor will never be liable under this Agreement for consequential damages, punitive damages, exemplary damages or special damages.

17. **Not a Tenancy:** This Agreement creates a licensor/licensee relationship and does not constitute a landlord/tenant agreement. The rights of Licensee created by this License constitute a license and do not create any real property interest. Neither this License nor any notice of it shall be recorded in any public records.

18. **Counterparts:** This Agreement may be executed and delivered in multiple counterparts, all of which taken together shall be one and the same instrument binding against all parties when all have so executed and delivered.

19. **Joint and Several Liability.** If Licensee consists of more than one person, each such person shall be jointly and severally liable with respect to the obligations of Licensee under the terms of this Agreement.

IN WITNESS WHEREOF, the parties have executed this License the day and year first above written.

LICENSOR:

HWCC NO. 3, LLC,
a Texas limited liability company

By: _____

Name: _____

Title: _____

LICENSEE:

Name: _____

Address: _____

Name: _____

Address: _____

Exhibit "A"



RV Park Community Policies:

Payment Rules:

- ❖ Fees are due and payable as follows:
- ❖
- ❖ For an Initial Term of less than seven (7) days, the Fee is due and payable in full on the Effective Date;
- ❖ For an Initial Term of less than one month, the Fee is due and payable weekly with the first weekly Fee payment due on the Effective Date, and each subsequent weekly Fee payment due every seven (7) days thereafter;
- ❖ For an Initial Term of one month, the Fee for the first month is due and payable on the Effective Date, and the Fee for each subsequent month is due by the 1st of each month in accordance with the RV Park License Agreement;
- ❖ Fees will be prorated for any partial license period;
- ❖ A \$25.00 per day late fee will be charged for payments received on or after the 3rd of the month.
- ❖ We reserve the right to refuse continued residency to licensees defaulting on payments.
- ❖ Credit Cards and Money Orders will be accepted.

General Rules:

- ❖ The RV Park speed limit is 20 MPH.
- ❖ Trash is picked up on Wednesdays and must be placed in the trash can provided. Dispose of your trash daily in our dumpsters. Do not leave trash outside your RV overnight. All garbage must be placed in plastic bags and tied. Boxes must be flattened.
- ❖ The RV Park may be mowed on Wednesdays. Licensees are responsible for removing all items surrounding their site, pulling in stairs, and disconnecting all connections. If not completed, licensees will be responsible for the upkeep and maintenance of their lawn space.
- ❖ The RV Park reserves the right to take any available legal action against licensees occupying the space without permission.
- ❖ Maximum licensees per site is 6.
- ❖ Licensees are responsible for the actions of their visitors.

- ❖ Subletting or assignment of your site is not allowed.
- ❖ Quiet hours are from 9pm-7am. If we have to call authorities for a disturbance at your site, you may be required to leave.
- ❖ All vehicles must have current registration, inspection and license plates.
- ❖ Do not hang towels, bathing suits, or clothes outside your RV.
- ❖ Keep grass free of all items.
- ❖ Parents are responsible for the conduct of their children and financially responsible for any damages incurred by their children.
- ❖ Damage caused by you, your family or guests is YOUR responsibility.
- ❖ The park is not responsible for damages, for theft or injury occurring during your stay.
- ❖ We do not guarantee the same site, if you choose to extend your stay. Check with park management for availability.
- ❖ Parking on the street is prohibited. All vehicles must be parked on your pad site or on one of the available RV Park parking lots.
- ❖ The RV Park is not responsible for loss or theft of personal property.
- ❖ Unauthorized vehicles will be towed at the owner's expense.
- ❖ No off-road vehicles and no semi-trailer trucks are allowed.
- ❖ Report all damage to water, sewer and electrical hookups to management in a timely manner.
- ❖ Do not drive off of paved/concrete areas.
- ❖ Only designated RV maintenance personnel provided by RV Park management may work on water, sewer, and electrical hookups.
- ❖ Any issues not explicitly covered in Park Community Policies will fall under the discretion of RV Park management.
- ❖ We reserve the right to refuse continued residency to "offenders" of Park Policies.
- ❖ No major vehicle repairs shall be made on these premises. Service work including changing oil and lubing is prohibited.
- ❖ A sewer hose "donut" or "L" connector is required. A \$25.00 clean-up fee will be charged if your RV causes a sewer back-up.
- ❖ Loud parties, excessive drinking, offensive language, or other unacceptable behavior by licensees and/or their guests is not permitted. Illegal activities of any sort are strictly prohibited.
- ❖ Do not use a vacant site for any reason without first contacting the office.
- ❖ If you have RV off site for repairs, etc., notify the office.
- ❖ Do not attempt to correct any problems with Park facilities. Notify the office or one of our maintenance staff.

Arrivals & Departures:

- ❖ Check-Out time is 12pm.
- ❖ Fees paid grant a license to park and confers no property rights.
- ❖ No refunds on early departures.
- ❖ No refunds on cancelled reservations.

Site Appearance:

- ❖ Any steps or platforms that are built must meet the size regulations 4x5 and approval of the RV Park Management. No pallets allowed.
- ❖ All RV wheels must be on the concrete pads. Stabilizers may be lowered onto the grass.

- ❖ All RV areas need to remain clean of garbage and debris.
- ❖ Leaky plumbing is strictly prohibited.
- ❖ No outside storage is allowed on RV site. Lawn furniture and grills are excluded from this rule.
- ❖ Your site must be kept neat, clean and free of boxes, litter or trash. No refrigerators, storage bins, freezers, weight sets, etc. are allowed. See the manager for questionable items.
- ❖ No campfires allowed – grills are permissible.

Pet Rules:

- ❖ Limit 2 pets per lot.
- ❖ All pets must be on a leash when walked.
- ❖ Clean up after your pet, failure to do so may result in being asked to leave the RV park.
- ❖ No pets are allowed to be tied up, caged, or left unattended at any time.

RV Washing Guidelines:

- ❖ RVs may be washed on site; there is a \$25.00 fee to be paid prior to washing.
- ❖ RV site needs to be clean of garbage and debris at the end of RV washing.
- ❖ RVs may be washed by toting water in at your own cost.
- ❖ Please conserve water. Turn off water when not prepping or rinsing the RV. Excessive use of water may result in extra costs.
- ❖ Cars and/or trucks are not to be washed on site.

ADDENDUM FOR AUTOMATED RECURRING ELECTRONIC PAYMENTS

1. **Addendum.** This is an addendum to the License Agreement between HWCC NO. 3, LLC (“Licensor”) and _____ (“Licensee”) dated _____ (the “Agreement”). “Fee” refers collectively to the Licensee Fee and Electrical Service Fee as set forth in the Agreement.

2. **Automated Electronic Payments.** “Automated electronic payments” refers to credit and debit card transactions including those cards bearing the Visa, MasterCard and American Express logos.

3. **Card Payment Authorization.** By initialing here _____ and executing this Addendum, Licensee agrees that the Fee, as set forth in the Agreement, will be collected each month by charging Licensee’s credit or debit card electronically each month on the date that the Fee is due in accordance with the terms of the Agreement.

4. **Revocation of Authorization.** Licensee has the right at any time to give Licensor written notice of Licensee’s decision to revoke authorization for Automated Electronic Payments and to thereafter pay by any method of payment accepted in accordance with the terms of the Agreement.

5. **Delinquency.** As long as the Automated Electronic Payments are authorized and settled, Licensee may continue Automated Electronic Payment of the Fee. If any Automated Electronic Payment does not clear, it will be treated as a default under the Agreement. Licensor has the right at any time to require Licensee to pay all future Fee payments by another method as specified in the Agreement.

6. **Payment Information**

Name on Card _____

Billing Address: _____

City: _____ State _____ Zip _____

Phone: _____

Card Type: ___ Visa ___ MasterCard ___ AMEX ___ Discover

Card Number: _____

Expiration Date: _____ Security Code: _____

LICENSEE SIGNATURE:

Signature: _____

Print Name: _____