

HERITAGE OAKS RV PARK LICENSE APPLICATION AND AGREEMENT

DEFINITIONS: In this document the following terms shall have the following meanings:

1. **“Agreement”** means this Heritage Oaks RV Park License Application and Agreement.
2. **“Premises”** means the Heritage Oaks Recreational Vehicle Park, including the individual RV Sites located therein, located at 1692 Goehmann Lane, Fredericksburg, Gillespie County, Texas.
3. **“Licensor”** means Heritage Oaks, LLC d/b/a Heritage Oaks RV Park or its designee.
4. **“Licensee”** means the occupier of a specific RV Site pursuant to this Agreement and shall specifically include all licensees and their spouse or co-licensee that signs this Agreement.
5. **“RV Site”** means the specific recreational vehicle parking spot or slot occupied by Licensee.
6. **“RV”** means a recreational vehicle as that term is commonly understood in the English Language.

LICENSEE INFORMATION:

Name: _____
 Address: _____
 State & Zip: _____
 Email: _____
 Phone Number: _____
 DL State and Number: _____

LICENSEE SPOUSE OR CO-LICENSEE:

Name: _____
 Address: _____
 State & Zip: _____
 Email: _____
 Phone Number: _____
 DL State and Number: _____

ADDITIONAL LICENSEE:

Name: _____
 Relationship: _____
 Age: _____

ADDITIONAL LICENSEE:

Name: _____
 Relationship: _____
 Age: _____

RECREATIONAL VEHICLE INFORMATION:

Year:	RV Type:	Make/Model:	Plate Number and State:
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LICENSEE’S NON-RECREATIONAL VEHICLES ALLOWED AT THE RV SITE:

Vehicle 1 -Make _____ Model _____ Year _____ Color _____ License Plate Number _____
Vehicle 2 -Make _____ Model _____ Year _____ Color _____ License Plate Number _____

LICENSEE PETS: Do you have pets? Yes or No If yes, what kind? _____

CHECK-IN AND CHECK-OUT DATES AND TIMES:

Date: Check-In _____ Check-out _____
 Check-In time shall be on or after 1:00 p.m.
 Check-Out time shall be on before 12:00 p.m. (RV and vehicles must be out of the RV Site by this time)

LICENSE RATE (CHECK ONE) AND LATE FEES:

_____ Daily: \$70.00 per day, minimum of 2 days, must be pre-paid in full (electric included)
 _____ Weekly: 360.00 per week, minimum of 7 days, must be pre-paid in full (electric included)
 _____ Monthly: \$775.00 per month, (electric not included)

Electrical Meter Reading: Check-In: _____ and at Check-Out: _____

If paying by the month, the license rate payment is due on or before the first day of each month. If Licensee fails to remit payment by the 10th day of the month, a late charge of \$70 shall be assessed against Licensee. Licensee’s first month’s payment will be prorated based on date of Check-In.

The license rates stated above are based on occupancy of the RV Site by a maximum of two adults together with a maximum of two children under the age of 12 for a total of FOUR MAXIMUM OCCUPANTS. With Licensor’s approval, additional adults or children, as the case may be, may be allowed at the following rates which are in addition to the license rates stated above: Monthly renters: \$50 per month per additional adult or child.

Once remitted to Licensor, all payments are non-refundable, non-transferrable, non-assignable, and will not be pro-rated regardless of cancellation, early departure, or other cause.

ELECTRICAL PAYMENTS: Licensees staying thirty (30) days or more shall be billed for their electrical use. On the date of check-in the electrical meter at the RV Site used by Licensee shall be read and noted and thereafter the meter shall be read on the 25th (or the following business day if the 25th falls on a weekend or holiday) of each successive month. Licensee shall be billed for electrical charges at the first of each month for the prior period’s electrical use. Electrical use shall be billed at the rate of \$0.12 per kilowatt hour; however, such rate is subject to change if the electrical provider increases its rates. Electrical charges shall be due at the same time as other payments due under this Agreement and such charges shall be reflected in a separate line item on Licensee’s monthly license rate payment invoice.

CABLE PAYMENTS: Licensees staying twenty-nine (29) days or cable shall be provided, when available, by Licensor. Cable equipment provided under this section shall be on a first-come, first-serve basis and supplies are limited. Licensees staying thirty (30) days or more shall be required to contact the cable company directly for cable service.

LICENSEE PAYMENT INSTRUCTIONS: All payments made by Licensee to Licensor shall be by major credit card as provided in the attached Exhibit A. In the event that the credit card provided by Licensee pursuant to this Agreement is canceled or any payment due under is Agreement is declined or refused for any reason, this Agreement shall terminate immediately and Licensee shall vacate the Premises within 24 hours without of being notified of such failure.

GENERAL TERMS AND CONDITIONS:

1. **Utilities/Cleaning:** Licensor shall pay for reasonable water, electricity (except monthly licensees), cable, and internet and other utilities supplied.

Initials of Licensee: _____ Initials of Licensee’s Spouse or Co-Licensee: _____

2. **Assignment and Subletting:** Licensee shall not sublet the RV Site, or any part of the Premises, or assign this Agreement without Licensor's prior, express, written consent.
3. **Short Term Rentals Prohibited:** Licensee is expressly prohibited from leasing any part of the RV Site or the Premises as a Short-Term Rental, including any lease facilitated through hospitality websites such as Airbnb.com, HomeAway.com, or other similar sites. Should Licensee violate this provision he or she will be deemed to have defaulted hereunder.
4. **Default:** Any failure by Licensee to make any payment promptly when due or to comply with any other term or condition of this Agreement shall, at the option of Licensor, be deemed a default of this Agreement and Licensor may promptly terminate this Agreement and forfeit all rights of Licensee hereunder. Upon Licensee's default of this Agreement for any reason whatsoever, Licensee agrees that he or she must vacate the Premises within forty-eight (48) hours of a written notice to vacate (the "Notice to Vacate") delivered to Licensee by Licensor. The Notice to Vacate shall be deemed delivered when Licensor attaches such written Notice to Vacate on or near the entrance to the recreational vehicle located on the RV Site being occupied by Licensee. **IN THE EVENT THAT LICENSEE FAILS TO VACATE THE RV SITE AND THE PREMISES ON OR BEFORE THE EXPIRATION OF THE FORTY-EIGHT (48) HOUR PERIOD OUTLINED IN THE NOTICE TO VACATE, LICENSEE AGREES THAT THEY WILL BECOME A TRESPASSER WITHOUT RECEIVING FURTHER NOTICE FROM LICENSOR. IN THAT EVENT, LICENSEE MAY BE SUBJECT TO THE CRIMINAL LAWS OF THE STATE OF TEXAS FOR CRIMINAL TRESPASS. FURTHERMORE, IF LICENSEE FAILS TO VACATE THE PREMISES WITHIN THE REQUIRED FORTY-EIGHT (48) HOUR PERIOD, LICENSEE MAY HAVE LICENSEE'S RECREATIONAL VEHICLE AND OTHER VEHICLES LOCATED ON THE PREMISES MOVED OR TOWED. LICENSEE AGREES TO PAY FOR ANY FEES, COSTS, AND DAMAGES INCURRED, WHICH ARE RELATED TO, DIRECTLY OR INDIRECTLY, THEIR RECREATIONAL VEHICLE OR OTHER VEHICLES BEING TOWED OR MOVED PURSUANT TO THIS AGREEMENT. LICENSEE FURTHER AGREES TO PAY FOR ALL REASONABLE ATTORNEY FEES AND COSTS ASSOCIATED WITH LICENSEE'S BREACH OF THIS AGREEMENT, THE NOTICE TO VACATE, OR THE REMOVAL AND STORAGE OF LICENSEE'S RECREATIONAL VEHICLE, OTHER VEHICLES, OR OTHER PROPERTY LOCATED ON THE PREMISES.**

Licensee gives Licensor permission and authority to disconnect all utilities provided by Licensor to Licensee pursuant to this Agreement in the event that Licensee breaches any provision of this Agreement. When circumstances permit, Licensor agrees to give Licensee three (3) hours' notice of the breach prior to disconnecting the utilities; however, when circumstances do not permit Licensor may disconnect all utilities to Licensee's RV Site immediately without notice.

5. **Maintenance and Redelivery of RV Site:** Licensee shall keep and maintain the RV Site in a clean and sanitary condition at all times, and on the expiration or earlier termination of this Agreement shall surrender the RV Site to Licensor in as good condition as when received, ordinary wear and tear and damage by the elements excepted.
6. **Effect of Holding Over:** The parties agree that any holding over by Licensee under this Agreement, without Licensor's written consent, shall be a license at will which may be terminated by Licensor with FORTY-EIGHT (48) hours' notice as allowed by applicable law.
7. **INDEMNIFICATION: LICENSEE SHALL INDEMNIFY, DEFEND, AND HOLD LICENSOR HARMLESS FROM ANY AND ALL CLAIMS AND DAMAGES (INCLUDING REASONABLE ATTORNEY'S FEES AND COSTS) ARISING FROM LICENSEE'S USE OF THE RV SITE OR FROM ANY ACTIVITY PERMITTED BY LICENSEE IN OR ABOUT THE RV SITE OR THE PREMISES UNLESS CAUSED BY THE GROSS NEGLIGENCE OR WILLFUL MISCONDUCT OF LICENSOR. LICENSEE SHALL FURTHER INDEMNIFY, DEFEND, AND HOLD LICENSOR 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 LICENSEE 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 LICENSOR BY REASON OF ANY SUCH CLAIM, LICENSEE, ON NOTICE FROM LICENSOR, SHALL DEFEND IT AT LICENSEE'S EXPENSE BY COUNSEL APPROVED IN WRITING BY LICENSOR.**

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

8. **Waivers:** Waiver by Licensor of any breach of any covenant or duty of Licensee under this Agreement is not a waiver of a breach of any other covenant or duty of Licensee, or of any subsequent breach of the same covenant or duty.
9. **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.
10. **NO LANDLORD TENANT RELATIONSHIP: THIS AGREEMENT IS A "LICENSE" AGREEMENT THAT CAN BE REVOKED AT ANY TIME BY LICENSOR AND DOES NOT CREATE A LANDLORD-TENANT RELATIONSHIP BETWEEN THE PARTIES. ACCORDINGLY, LICENSEE CANNOT RELY UPON ANY OF THE PROTECTIONS THAT TEXAS LAW PROVIDES TO TENANTS INCLUDING, BUT NOT LIMITED TO, THOSE FOUND IN CHAPTER 92 OF THE TEXAS PROPERTY CODE REGARDING EVICTION.**

11. Facilities Located on the Premises:

- o Smoking is prohibited in all common areas, offices and facilities located on the Premises.
- o Consumption of alcohol to excess in the common areas and facilities located on the Premises is prohibited.
- o Licensee may only access common areas and facilities located on the Premises during the hours posted on or near the specific common area or facility.
- o Licensee must wear proper attire, including but not limited to, shoes and shirts.
- o Licensee may host private parties and gatherings with pre-approval by Licensor. Licensor is not required to allow such private parties or gatherings and may deny Licensee's request for such in its sole discretion. Licensee must contact Licensor in person to reserve any facility located on the Premises. Licensee must pay a \$100 cleaning deposit to Licensor to host a private party or gathering. All facilities used by Licensee for a private party or gathering must be cleaned by 10:00 a.m. the day following the private party or gathering and, Licensee's failure in this regard will result in a forfeiture of the \$100 cleaning deposit.
- o Licensee may not use vehicular pathways and roads located on the Premises for recreational activities.

12. Location of RV: Licensee shall be escorted to the RV Site by Licensor. Once Licensee's RV is sited at the RV Site, Licensee agrees not to change the RV's location or orientation without prior approval by Licensor.

13. RV Restrictions: Licensee's RV must be fewer than 15 years in age unless expressly approved by Licensor. The following are prohibited from being located on the Premises: Van conversions, pop-up campers, high/low trailers, cab over truck campers, and tents. Also, accessories such as awnings, sun shades, add-a-room structures, gazebos, decks, ramps, etc., that are ill-fitting or unsightly, in the sole discretion of Licensor, are prohibited unless expressly approved by Licensor prior to use.

14. Quiet Time: Licensee agrees not to engage in activities that are disruptive to others staying on the Premises. Specifically, by way of illustration and *not* limitation, Licensee agrees to avoid making potentially disruptive noise from loud voices, televisions, radios, musical instruments, automobiles, power tools, etc., all times. Also, Licensee agrees to observe a quiet time between the hours of 10 p.m. and

- 8 a.m. daily, during which time Licensee shall avoid engaging in any activity that disturbs other licensees staying on the Premises. Licensee shall be responsible for ensuring their guest's observance of these requirements
15. **Check-Out & In Time Is 12:00 P.M. / 1:00 P.M.-** Due to previous reservations, if you plan on staying longer, the earlier you register, the better your chance of keeping your site.
 16. **Sewer:** Sewer connection – a sewer connection at both ends of any sewer hose is required. Texas law requires that a sewer hose must be fastened using a connector.
 17. **Children:** We want all 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 on the Premises when you are gone. We are not responsible for their safety or welfare. You are liable for their behavior and safety.
 18. **Guests:** All guests of Licensee must register with Licensor prior to entering Licensee's RV Site. Licensee shall pay a guest fee of \$5 per day for each guest staying over 15 days during Licensee's occupation of the RV Site. Licensee shall not be charged a fee for guests under the age of 12-years, however, such guests are required to be registered as guests with Licensor. Licensee's adult guests may not occupy Licensee's RV Site for more than 30 days per calendar year. Licensee shall ensure that their guests comply with Licensor's rules and Licensee is responsible for the conduct of their guests and for all damages to the RV Site or Premises which is caused by their guest. At Licensor's request, any guest that is not in compliance with the terms of this Agreement must leave the RV Site and Premises immediately without further notice. Failure of any guest to comply with such request shall be deemed a material breach of this Agreement by Licensee.
 19. **Pets:** Please maintain control of your pets. The limit is for only 2 pets per RV Site. All pets shall be leashed at all times. Licensee 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. Absolutely no pets other than service animals are allowed in the office or laundry! 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. These rules are for health reasons as well as the respect for others. **NO AGGRESSIVE BREED OF DOGS ARE ALLOWED ON THE PREMISES.**
 20. **RV Site Maintenance and Trash Service:** All dumpsters located on the Premises are for household trash only. All garbage must be bagged and tied before being placed in the dumpster and all boxes must be broken down. DO NOT leave trash outside by your RV. Cleanliness of the Premises is important to us. RV Sites are to be kept clean and orderly, as determined by Licensor. Washing vehicles on the Premises is prohibited, however; keeping your RV clean and in good repair is required. Licensee is required to maintain their RV Site in a clean and clutter free condition. Licensee may not make any change to the RV Site landscape without prior written consent from Licensor. Fences of any kind are strictly prohibited. Licensee may not erect any structure composed of vinyl or fabric.
 21. **Business Activities of Licensee:** Licensee shall not engage in any business activity on the Premises or RV Site without the prior written approval of Licensor. The Premises are to be used by Licensee solely for the purposes authorized pursuant to this Agreement.
 22. **Laundry Room:** Laundry rooms located on the Premises may be used by Licensee and their guests only. Licensee must observe the hours of use for the laundry room as posted by Licensor. All posted laundry room signs must be observed by Licensee. All laundry machines must be cleaned by Licensee after use, including, but not limited to, wiping the outside and inside of such machine, removing any soap residue, and emptying the lint trays. Licensee may not use any dyes in the laundry machines nor shall Licensee overload or abuse such machines. Pet bedding may not be cleaned or dried using laundry machines provided on the Premises. Licensor is not responsible for Licensee's lost, damaged, or stolen articles.
 23. **Golf Cars:** Licensee may operate golf carts on vehicular pathways and roads on the Premises provided that: 1) such use does not constitute a nuisance or disturb the other licensees occupying RV Sites on the Premises; and 2) such golf carts are operated only by adults that have a government issued driver's license.
 24. **Internet:** Wireless Internet is for licensees. For problems contact Licensor so the problem can be reported to SPECTRUM.
 25. **Fireworks and Firearms:** The possession or detonation of fireworks is strictly prohibited on the Premises, no exception. Any firearm or other weapon legally possessed by Licensee must remain concealed in Licensee's RV. A single discharge or display of any firearm or weapon (including, but not limited to, BB guns, knives, bow and arrows, etc.) by Licensee shall be deemed a material breach of this Agreement. Licensee shall not openly carry any firearm.
 26. **Vehicles and Parking:** Licensee is permitted up to two (2) vehicles per RV Site if sufficient room exists. Licensee shall park in the carport provided at the RV Site. Licensor reserves the right to restrict the use of or refuse access to the Premises by vehicles deemed a nuisance or disturbance, in the sole discretion of Licensor. Only adults with a government issued driver's license shall operate automobiles on the Premises. Licensee may not store any vehicle on the Premises for longer than fourteen (14) days without operating such vehicle unless Licensor consents in writing. A speed limit of ten (10) miles per hour will be strictly enforced for vehicular traffic on the Premises. The following vehicles are prohibited from being on the Premises: Large commercial vehicles, Commercial semi or trailer pulling trucks, Utility trailers, Boats, Jet skis, Campers, All terrain vehicles, Dirt bikes, Go-carts, Any vehicle with missing body panels, and all other vehicles except for golf carts and properly operating and registered passenger vehicles.
 27. **Speed Limit:** Please observe a speed limit of no more than 10 mph.
 28. **Generators Prohibited:** Licensee may not use a generator on the Premises at any time for any reason.
 29. **Prohibited Appliances:** Licensee may not set up clothes-lines on the Premises. Also, Licensee is prohibited from using electric space heaters and electrical cheater boxes or pigtails. Heritage Oaks RV Park is not responsible for any electrical components on RV's.
 30. **No Digging:** Licensee is strictly prohibited from digging any hole or excavation on the Premises without the prior written approval of Licensor. Extensive underground utility and other facilities are located throughout the Premises and any digging or subterranean disturbance will result in damage to these facilities and/or injury to the person performing such.
 31. **Conduct:** Disorderly conduct, drunkenness, illegal drugs, obscene language, obnoxious, disruptive or vulgar behavior will not be tolerated. They will be reason for immediate removal without refund.
 32. **Drugs:** Illegal drugs of any form are prohibited on the Premises of Heritage Oaks RV Park. Person(s) caught in violation of this rule are subject to immediate removal without a refund. Person(s) knowing of any illegal activity are encouraged to notify Licensor immediately. Any information reported will be strictly confidential, to the extent possible.
 33. **Sale of RV:** Prior to Licensee consummating the sale of any RV located on the Premises: 1) the prospective buyer must fill out and sign a HERITAGE OAKS RV PARK LICENSE APPLICATION AND AGREEMENT; and, 2) Licensor must confirm in writing that the prospective purchaser has been approved as a licensee.
 34. **Liability:** All facilities and equipment on the Premises are intended for the convenience of the RV Park's licensees. Any and all persons using the Premises do so at THEIR OWN RISK and consent. Licensor is NOT RESPONSIBLE for accidents due to fire, theft, wind, flood, personal negligence, acts of God or other unfortunate circumstances. Licensee is financially responsible for all individuals or pets at their RV Site and for any/all damage to the Premises. These rules are for health, cleanliness, legality and welfare of all.
 35. **LIQUIDATED DAMAGES: IN THE EVENT OF A BREACH OF THIS AGREEMENT BY LICENSEE, LICENSEE ACKNOWLEDGES AND AGREES THAT IF HE/SHE FAILS TO VACATE THE PREMISES WHEN DIRECTED BY LICENSOR THAT LICENSOR WILL BE DAMAGED AND THAT SUCH DAMAGE WILL BE UNCERTAIN OR DIFFICULT TO ASCERTAIN MONETARILY WITH SPECIFICITY; THEREFORE, LICENSEE AGREES TO PAY LICENSOR \$250 PER DAY FOR EACH CALENDAR DAY, OR PART THEREFOR, THAT LICENSEE REMAINS ON THE**

PREMISES AFTER RECEIVING NOTICE TO VACATE. SAID \$250 PER DAY PAYMENT WILL BE DUE IMMEDIATELY. IN THE EVENT THAT LICENSOR IS FORCED TO FILE A LAWSUIT TO ENFORCE THIS AGREEMENT DUE TO LICENSEE'S BREACH HEREOF, LICENSEE AGREES THAT THESE DAMAGES SHALL CONTINUE TO ACCRUE UNTIL THE DATE A FINAL JUDGMENT IS RENDERED BY THE COURT IN FAVOR OF LICENSOR. LICENSEE AGREES THAT THE DAMAGES PROVIDED FOR IN THIS PARAGRAPH ARE REASONABLE AND ARE NOT INTENDED TO BE PUNITIVE IN NATURE, BUT RATHER, ARE THE PARTIES' BEST APPROXIMATION OF THE DAMAGES ACTUALLY INCURRED BY LICENSOR DUE TO LOST TIME, LOST REVENUE, ETC.

36. LICENSOR RESERVES THE RIGHT TO IMMEDIATELY TERMINATE LICENSEE'S RIGHT TO BE PRESENT ON THE PREMISES OR REFUSE SERVICE TO ANY PERSON OR PERSONS WHO BREAKS OR DISREGARDS ANY RULES OUTLINED HEREUNDER AND, IN THAT EVENT, LICENSEE SHALL NOT BE ISSUED ANY REFUND. LICENSOR RESERVES THE RIGHT TO REFUSE ANYONE ACCESS TO THE PREMISES. LICENSOR RESERVES THE RIGHT TO MAKE CHANGES TO THE RULES, REGULATIONS AND FEES WHEN NECESSARY.

LICENSOR: *Heritage Oaks RV Park*
Heritageoaksrvpark.com
heritageoaksrv@yahoo.com
Office Phone: 830-992-3057: Ofc. Hours: 10 a.m. – 5 p.m. Monday-Friday, Closed Saturday and Sunday

LICENSEE:
_____: Printed Name of Licensee
_____: Signature of Licensee
_____: Date of signature

LICENSEE SPOUSE OR CO-LICENSEE:
_____: Printed Name of Licensee Spouse or Co-Licensee
_____: Signature of Licensee Spouse Co-Licensee
_____: Date of signature

EXHIBIT A
CREDIT CARD AUTHORIZATION FORM

Please complete all fields. You may cancel this authorization at any time so long as you are not in default hereunder and do not at that time owe Licensor any Rental or other amounts specified hereunder.
This authorization will remain in effect until canceled.

Credit Card Information: _____
Card Type: _____ (i.e. Mastercard, Visa, etc.)
Cardholder Name (as shown on card): _____
Card Number: _____
Expiration Date (mm/yy): _____
Cardholder ZIP Code (from credit card billing address): _____

I, _____, authorize HERITAGE OAKS RV PARK, LLC to charge my credit card above for agreed upon purchases. I understand that my information will be saved to file for future transaction on my account.

Licensee Signature

Date