

RV SITE SERVICES AGREEMENT

PART A: BACKGROUND INFORMATION

Name: _____
Date(s) Requested for Reservation: _____
Date of Birth: _____
Address (not on Campground property): _____
Phone Number: _____
Email: _____
Unit License Plate Number and State: _____
Unit Type and Size: _____
Number of Guests for Reservation: _____
Current Employer: _____
Employer Address: _____
Current Supervisor: _____
Supervisor Phone Number: _____

Please Return with a Copy of Your Drivers' License.

PART B: AGREEMENT

****Please note, this Agreement is not effective until Campground has also signed the Agreement and returned the fully executed version to User.**

1. Parties. This is a site service agreement ("Agreement") between Prickly Pear RV Park ("Campground") and _____ ("User").

2. RV Site. Campground hereby provides services on Lot No. ____ ("RV Site") of Campground's property. Campground has the right upon twenty-four (24) hours' notice to relocate User to a substantially equivalent Lot on Campground'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 or daily basis or extended stay

4. Park Rates and Other Charges. User shall pay Campground for use of the RV site:
Weekly: \$ _____ **Daily:** \$ _____ **Extended Stay:** \$ _____
This rate shall be paid in advance and without demand beginning on the Effective Date of this Agreement and thereafter: per week or per day or extended stay. (check applicable box) All payments are due and to be made payable to Campground 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 Campground interest on the outstanding amount at an annual interest rate of 18%. Campground will not accept partial payments.

5. Electric Utility. User shall pay Campground, in accordance with the schedule for payment of the rate checked in Paragraph 4, above, all electrical power charges used by User in connection with the use of the RV Site. This amount is .10 /kWh and is calculated by Campground 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, Campground shall withhold electric services until User pays 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 Campground's property.

7. Campground's Right to Terminate Agreement. Campground may terminate this Agreement for any or no reason by providing User a notice for User to leave the RV Site ("Agreement Termination Notice"). User agrees to render peaceful possession of the RV Site to Campground 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 to Campground, Campground will refund to User the proportionate amount of any unused amounts previously paid by User to Campground.

8. Early Termination by User. Campground 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.

9. Default by User. The following acts constitute defaults 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 to Campground;
- c. User, User's guests and/or occupants failing to comply with this Agreement, such as violating provisions of this Agreement or committing serious misconduct or criminal acts;
- d. Remaining on the Property after giving notice of termination and intent to vacate; and/or
- e. Remaining on the Property after Campground gave notice of termination at the end of the term or an Agreement Termination Notice, outlined in Paragraph 7, above.

10. Condition of RV Site. By executing this Agreement, User acknowledges and agrees that the RV Site is in good condition and is adequate for User's use. Upon termination or expiration of this Agreement, User agrees to surrender the RV Site to Campground in a similar, good condition. If User fails to leave the RV Site in good condition, Campground will assess reasonable charges to User for returning the RV Site to good condition.

11. Assignment. User shall not have the right to assign or sublet the RV Site hereunder to any person or persons.

12. Attorneys' Fees. In the event any legal proceedings of any kind are instituted to collect unpaid rates, as outlined in Paragraph 4, above, or electrical charges, Campground may collect from User all reasonable costs and attorneys' fees incurred by Campground in pursuing such action.

13. Waiver. Campground'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.

14. Notices. All written notices and communications regarding this Agreement, including notices sent pursuant to TEX. PENAL CODE § 31.04(c), should be sent to the designated undersigned persons at the addresses as set forth below unless notified in writing to the contrary by the receiving

THIS AGREEMENT DOES NOT CREATE A LANDLORD/TENANT RELATIONSHIP.

party. The notice shall become effective as of the date of mailing by certified mail.

15. Pets. If Campground 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.

16. Credit Card on File. User will provide Campground with information for a valid credit card to keep on file. The credit card information will be used by Campground in the event that Campground must charge User for cleaning or repairing the RV Site, as outlined in Paragraph 10, above, or if User vacates the RV site without paying Campground the total amount due under this Agreement. If Campground uses the credit card information for the reasons described above, Campground will provide User a statement of account listing the charges at the address noted below.

17. Severability. If any provision of this Agreement is held illegal, void, or unenforceable in a judicial proceeding, such provision shall be severed and shall be inoperative, and the remainder of this Agreement shall remain operative and binding on the parties.

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

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."

THIS AGREEMENT DOES NOT CREATE A LANDLORD/TENANT RELATIONSHIP.

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 Campground's property. We will prosecute any violations under the "CRIMINAL TRESPASS LAW."

20. This Agreement provides User with a revocable license to the property, which may be revoked at any time for any reason.

21. This Agreement becomes effective only when Campground has signed the Agreement and returns it to User.

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



Campground (printed): Prickly Pear RV Park
Signature: _____
Title: _____
Address: 135 Three Oaks Lane
Bastrop, TX 78102
Phone: 512-771-1076
Fax: _____
Date: _____

User (printed): _____
Signature: _____
Address (not on Campground property): _____
Phone: _____
Fax: _____
Email: _____
Pets (number, type): _____
Number of People Using Unit: _____
Credit Card No.: _____
CC Expiration Date: _____
CC Security Code: _____
RV Make & Model: _____
RV License Plate No. _____ State: _____
List all other vehicles you will park at RV site.
Make & Model: _____
License Plate No.: _____ State: _____
Make & Model: _____
License Plate No.: _____ State: _____

THIS AGREEMENT DOES NOT CREATE A LANDLORD/TENANT RELATIONSHIP.

RULES FOR EXTENDED STAY GUESTS

1. Site Fees and any other payments (i.e. utilities) are due and payable each month per the site services agreement. You will be charged a daily late fee of \$10.00 for each day past due date – **NÖ PARTIAL PAYMENTS.**
2. Returned checks – A \$35.00 fee will be charged for all returned checks. Cash, cashier's check or money order will be immediately required to recover the returned check and personal checks will not be accepted for any future payments.
3. The park speed limit is 5 MPH. The speed limit on Three Oaks Lane is 10 MPH please.
4. You may park in designated areas only. **There is no parking on any grassy area.**
5. No vehicle repairs shall be made on these premises.
6. Pets must be on a leash at all times. Cleaning up after your pet is YOUR responsibility.
7. No pet bedding shall be washed in the laundry room machines.
8. No feminine hygiene products go in your toilet/septic system.
9. Cutting of plants is prohibited.
10. Your site must be kept litter-free – including cigarette butts.
11. No campfires are allowed – grills are permissible.
12. Do NOT wash campers or vehicles on these premises.
13. Damage caused by you or your family is YOUR responsibility.
14. Please help keep our laundry room neat and clean. Report any problems immediately please.
15. We are on a water conservation program – year round – please do not waste water.
16. Quiet hours are from 10:00 PM to 8:00 AM. If we have to call the authorities one time for a disturbance at your site, you will be required to leave.
17. Clotheslines are not permitted.
18. A sewer hose “donut” or “L” connector is required.
19. Dispose of your trash daily. Do not leave trash outside your unit overnight.
20. All vehicles coming to your unit must register with the office – no exceptions.
21. Do not let items accumulate under or around your unit.
22. You may NOT assign or sublet your site. You are being provided services under a site services agreement. You are NOT under a landlord/tenant agreement. **THEFT OF SERVICES APPLIES.**

If you fail to comply with any rule you must leave the park.

Date: _____

Signature: _____



OPTIONAL NOTICE FOR OPENLY CARRIED HANDGUNS

PART C: OPTIONAL NOTICES

NOTICE FOR OPENLY CARRIED HANDGUNS

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

DE CONFORMIDAD CON EL ARTÍCULO 30.07 DEL CÓDIGO PENAL DE TEXAS (SOBRE EL INGRESO ILÍCITO DE UN INDIVIDUO CON LICENCIA DE PORTACIÓN DE ARMAS CORTAS EXHIBIDAS PÚBLICAMENTE) UNA PERSONA CON LICENCIA, SEGÚN LO ESTABLECIDO EN LA SECCIÓN H, CAPÍTULO 411, DEL CÓDIGO GUBERNAMENTAL DE TEXAS (SOBRE LA LEY DE EXPEDICIÓN DE LICENCIA DE ARMAS CORTAS), TIENE PROHIBIDO INGRESAR EN ESTA PROPIEDAD CON ARMAS CORTAS EXHIBIDAS PÚBLICAMENTE.

Agreed to and accepted by:

User (printed): _____

Signature: _____

Date: _____

Optional Criminal Background Check Authorization
(Read Handout on Retention & Disposal Policies for Personal Information)

**CREDIT AND CRIMINAL
BACKGROUND CHECK AUTHORIZATION**

I, _____ ("User"), and _____ ("User's Guest") authorize _____ ("Campground") to perform a background check, including criminal and credit, in connection with my use of Campground's property. Campground shall keep information provided confidential.

User

Last Name:	
First Name:	
Middle Initial:	
Date of Birth:	
Driver's License No. and State:	
Male/Female:	
Address:	

I certify that the information provided herein is true and accurate to the best of my knowledge.

User's Signature

Date

User's Guest (spouse, adult child, friend, etc.)

Last Name:	
First Name:	
Middle Initial:	
Date of Birth:	
Driver's License No. and State:	
Male/Female:	
Address:	

I certify that the information provided herein is true and accurate to the best of my knowledge.

Guest's Signature

Date

OPTIONAL NOTICE FOR CONCEALED HANDGUNS

NOTICE FOR CONCEALED HANDGUNS

PURSUANT TO SECTION 30.06, PENAL CODE (TRESPASS BY LICENSE HOLDER WITH A CONCEALED HANDGUN), A PERSON LICENSED UNDER SUBCHAPTER H, CHAPTER 411, GOVERNMENT CODE (HANDGUN LICENSING LAW), MAY NOT ENTER THIS PROPERTY WITH A CONCEALED HANDGUN.

CONFORME A LA SECCIÓN 30.06, DEL CÓDIGO PENAL (TRASPASAR PORTANDO ARMAS DE FUEGO CON LICENCIA) PERSONAS CON LICENCIA BAJO DEL SUB-CAPITULO H, CAPITULO 411, CÓDIGO DEL GOBIERNO (LEY DE PORTAR ARMAS), NO DEBEN ENTRAR A ESTA PROPIEDAD PORTANDO UN ARMA DE FUEGO OCULTADA.

Agreed to and accepted by:

User (printed): _____

Signature: _____

Date: _____

Optional Criminal Background Check Authorization
(Read Handout on Retention & Disposal Policies for Personal Information)

CRIMINAL BACKGROUND CHECK AUTHORIZATION

I, _____ (“User”) and _____ (“User’s Guest”), authorize _____ (“Campground”) to perform a background check regarding my criminal history, in connection with my use of Campground’s property. Campground shall keep information provided confidential.

User

Last Name:	
First Name:	
Middle Initial:	
Date of Birth:	
Driver’s License No. and State:	
Male/Female:	

I certify that the information provided herein is true and accurate to the best of my knowledge.

User’s Signature

Date

User’s Guest (spouse, adult child, friend, etc.)

Last Name:	
First Name:	
Middle Initial:	
Date of Birth:	
Driver’s License No. and State:	
Male/Female:	

I certify that the information provided herein is true and accurate to the best of my knowledge.

Guest’s Signature

Date

ATTENTION GUESTS

THEFT OF SERVICES LAW

ACCORDING TO TEXAS PENAL CODE SECTION 31.04 (b), ANY GUEST WHO LEAVES WITHOUT PAYING FOR SITE SERVICES RENDERED OR WHO REFUSES TO PAY FOR SITE SERVICES WHEN CUSTOMARILY DUE IS SUBJECT TO CRIMINAL PROSECUTION. WE ARE PROVIDING SERVICE HOOK-UPS FOR YOUR RV. WE REQUIRE PAYMENT IN ADVANCE AND WILL PROSECUTE ANY VIOLATORS UNDER THE "THEFT OF SERVICES" LAW. WE THANK YOU FOR YOUR COOPERATION.

EFFECTIVE - SEPTEMBER 1, 1999

WELCOME TO OUR PARK

ALL RIGHTS GRANTED TO
REGISTERED GUESTS IN OUR PARK
ARE THROUGH A REVOCABLE
LICENSE, WHICH MAY BE REVOKED
AT ANY TIME.

UNDER NO CIRCUMSTANCES
SHOULD YOU CONSIDER YOURSELF
A TENANT WITH A LEASE.

Enjoy your stay – the Management
Texas Penal Code – 30.05(a) Trespass

RETENTION & DISPOSAL POLICIES FOR PERSONAL INFORMATION

When businesses gather personal information from customers, such as social security numbers, they have a duty to keep that information confidential and private. Additionally, when businesses utilize consumer reports, they have an obligation to retain and dispose of that information properly to prevent an unlawful use of that information (e.g., identity theft). If your RV Park seeks to run credit background checks on your guests, or collect credit card information, please review this handout to ensure compliance with federal and Texas law regarding policies for retaining and disposing of consumer information. Should you have further questions, please contact Jenny Smith with Cobb & Counsel at (512) 693-7571, or by email at jenny@cobbxcounsel.com.

Best Practices

Based on the applicable Texas and federal law regarding personal or sensitive information, as described in detail below, your RV Park should adopt the following best practices if it will collect personal and sensitive information (including but not limited to date of birth, social security number, or credit card, debit card, or other financial information):

1. **Create a privacy policy.** That privacy policy should describe the following: (1) how the personal information is collected; (2) how and when the personal information is used; (3) how the personal information is protected; (4) who has access to the personal information; and (5) the method of disposal of the personal information. Make this policy available to all potential users for whom you wish to perform a background check. Most importantly, **follow that policy.**
2. **Secure the information.** Keep information that contains personal information (social security number, bank information, etc.) in a secure location, protected by a secure lock or password, authorizing and providing access only to those people who need the information (like the RV park owner or manager who decides who can stay at the park).
3. **Retain then Destroy Consumer Report Information.** Retain consumer reports and information gathered to request the reports for six years. After six years, destroy the records by shredding. You can contract with a shredding company for this purpose if that is more convenient. But make sure you research the company prior to engaging them to ensure compliance with the federal rule before you hire them.
4. **Retain then Destroy Credit Card Information.** Retain site services agreements for seven years (regardless of what information your RV Park collects in them). After seven years, if the agreement contains personal or sensitive information (including but not limited to date of birth, social security number, or credit card, debit card, or other financial information), destroy the records by shredding. You can contract with a shredding company for this purpose if that is more convenient. But make sure you research the company prior to engaging them to ensure compliance with the federal rule before you hire them.

*****If you do not wish to implement these or other practices, then do not ask guests for personal information such as social security numbers or financial information.*****

Texas Law

- A. Texas law requires destruction of personal identifying information—date of birth, social security number, or financial information—after the retention period.**

Under Texas law, business records that contain “personal identifying information”—all records that contain a combination of a person’s name along with a date of birth, social security number, credit or debit card number, or financial institution account number—should be retained for three (3) years. TEX. BUS. & COM. CODE §§ 72.001, 72.002, 521.002. In an abundance of caution, however, as part of a contract (or an RV Park site services agreement), these records should be retained for seven (7) years in order to be compliant with the IRS, in the event of an audit of the business’s income tax returns. 26 U.S.C. § 6501. After the retention period, these records must be destroyed. TEX. BUS. & COM. CODE §§ 72.001, 72.004. Specifically, personal identifying information must be shredded, erased, or otherwise made unreadable or indecipherable as part of that destruction. *Id.* at § 72.004.

“Sensitive personal information” is similar to personal identifying information, but also includes a person’s driver’s license number and any PIN or codes that give access to the person’s financial account. *Id.* at § 521.002. A business is required to implement and maintain reasonable procedures to protect sensitive personal information that the business collected in the ordinary course of its business from unlawful use or disclosure. *Id.* at § 521.052. A business must destroy those records after seven years by shredding, erasing, or otherwise modifying the sensitive personal information to make the information unreadable or indecipherable through any means. *Id.* at § 521.052.

If a business does not dispose of personally identifiable information properly, it can be liable for a civil penalty up to \$500 for each record not handled properly. *Id.* at § 72.004.

- B. If a business seeks prospective users’ social security numbers, it must implement proper privacy policies.**

Generally, businesses and individuals are not allowed to make a person’s social security number available to the public. TEX. BUS. & COM. CODE § 501.001. Moreover, businesses are also not allowed to require disclosure of a person’s social security number in order for the person to have access to a good or service, unless they follow certain protocol. *Id.* at § 501.052.

If a business wants to require disclosure of a social security number (for TACO members, requesting the number to conduct a background check), they must adopt a privacy policy, make that policy available to the person, and maintain the confidentiality and security of the social security number under that policy. *Id.* at § 501.052. The privacy policy must include the following:

- 1) how the personal information is collected;
- 2) how and when the personal information is used;
- 3) how the personal information is protected;
- 4) who has access to the personal information; and
- 5) the method of disposal of the personal information.

Id. at § 501.052. If a business does not follow this procedure, it could be liable to the state of Texas for a civil penalty up to \$500 for each month that a violation occurred. *Id.* at § 501.052.