

# TREE FROG LANDING RV

## PARK RULES AND

## REGULATIONS

\*WE ARE A PRIVATELY OWNED PROPERTY AND WE RESERVE THE RIGHT TO REFUSE SERVICE TO ANYONE OR REFUSE ADMITTANCE OF ANY RV. AS BEING A PRIVATELY OWNED AND OPERATED RV PARK, WE RESERVE THE RIGHT TO ADJUST OUR RULES, FEES AND FINES AS NECESSARY. UNDER THE LAWS OF TEXAS, WE ARE A SERVICE PROVIDER, THEREFORE, THERE IS NO LANDLORD/TENANT SITUATION. IF YOU FAIL TO COMPLY WITH OUR RULES AND REGULATIONS, YOU WILL BE ASKED TO LEAVE THE PARK. PLEASE, NO SOLICITATION OF ANY KIND IN THE PARK.

1. **CHECKING IN:** All guests must register upon arrival to the RV park and sign our Site Services Agreement. The responsible party must register all people in their group and any guests. You are responsible for your party and your guests, as well as their behavior, while staying on the property. Check in is at 2 p.m and check out is at 11a.m. Our rates are based on 4 people, any additional persons are charged \$10 a day. All RV's must be well kept and in good condition, any unit over 15 years old must be approved by park management. You may be required to send photos before arrival.
2. **MONTHLY GUESTS:** A deposit of \$150 is required upon arrival for monthly guests. This deposit is also an electric service deposit. Monthly guests payments are invoiced on the 1<sup>st</sup> or the 15<sup>th</sup> of each month. We give a 3 day grace period but if payment is not received, a \$25 late fee will be assessed plus \$10 per day until payment is made in full. After 7 days of non-payment, you will be asked to leave the property. Failure to leave the property when asked to do so will result in a trespassing charge. WE RESERVE THE RIGHT TO REMOVE A RV FROM OUR PREMISES DUE TO NON PAYMENT.
3. **UTILITIES:** Monthly guests will pay for electricity based on a monthly meter reading. This amount will be invoiced and due with the monthly guest payment. Water, trash service and WI-FI are complimentary.
4. **GUESTS:** You are a guest not a tenant. This is a service and hospitality property. You are being provided services under a Site Services Agreement. You are not under a Landlord/Tenant agreement. As a guest, you are allowed to use the RV facilities and amenities as long as you and your guests obey the rules set forth here. Failure to comply, are grounds for immediate removal. There are no refunds given in any situation and no refunds for guests that depart early.
5. **TEXAS THEFT OF SERVICE LAW:** We are providing RV hookups, with access to water and electricity for your RV. We require full payment in advance for these services. Any guests who leave without paying for their site services or refuse to pay when due, are subject to criminal prosecution under the TEXAS PENAL CODE SECTION 31:04(b)
6. **VEHICLES:** The park speed limit is 5mph. You are allowed 2 extra vehicles in addition to

- your RV. A golf cart is considered a vehicle as is a boat or trailer. Extra vehicles will be charged extra. All vehicles must be parked in your parking spot and can not hang into the road. No parking on streets, grass, or landscaped areas. If parked in an empty RV spot you will be charged the daily space site fee for that spot. Please see management for overflow parking areas. All vehicles must be operable and have current registration, plates and insurance. The same rule applies to RV's. Any vehicle that is inoperable will be towed at owners expense. Working or repairing vehicles on property is prohibited.
7. **Quiet Time and Privacy:** Quiet hours are between 10 p.m. to 8 a.m. Please practice common courtesy and abide by the "Golden Rule". Any rude, loud or aggressive people, at any time of day, will be made to leave. Please be nice and courteous at all times. Unnecessary loud noises are not allowed at any time. This includes ridiculously loud music, loud exhaust or mufflers on cars or motorcycles and excessive dog barking. Excessive noise /nuisances will not be tolerated and after-hour disturbance fees will be charged to the guest. Repeated offenses may result in park removal. Remember, you are responsible for your guests and their behavior. Please respect our guests' privacy. Do not walk through sites not assigned to you or be a "busy body" unless invited to engage in conversation.
  8. **Children:** Children under 18 must be accompanied by an adult at all times while using park amenities and in common areas. You are responsible for your children's safety and behavior. Children are not allowed to operate golf carts on property without a drivers license.
  9. **PETS** You are required to list your animal upon arrival to the park. All pets must have current vaccinations and be kept on a leash, this includes cats. Do not leave dogs tied up outside or in a kennel. Dogs must be inside your RV while you are not on property. You are required to pick up and dispose of your pet waste anywhere in the park including your assigned spot. Failure to do so will result in a \$10 fine. Animals shall not disturb other guests. Aggressive dogs or excessive barking will not be tolerated. **DOGS ARE NOT ALLOWED TO SWIM IN THE POND.**
  10. **RV SITE AND RIG:** We conduct site inspections and expect all guests to keep their area clean and free of clutter, trash and debris. Blow up pools, "slip and slides", plastic inflatables etc. are not allowed. Dog pens, kennels or temporary fencing is not allowed. No built in stairs, decks, barriers, excessive decorating, signs, excessive amounts of children's toys, clutter, junk, appliances or anything to create an unsightly appearance will not be tolerated and this is expressly based on the discretion of management. Any lawn furniture that is intended to stay outside for extended stay guests must be approved by management. Any improvements to your site must be approved by management, in writing. The utilities are underground so digging or any type is forbidden unless approved by management. Absolutely no window units on RV or tarps for roof leaks. Units requiring a tarp due to roof leak have 5 days to remedy the problem or will be asked to leave the property. Clotheslines are not permitted. Do not hang laundry outside of your RV. Do not litter or throw cigarette butts on the ground. You will be charged a \$10 clean up fee for cigarette butts on your RV site. Dispose of all trash in dumpsters or proper receptacles. **DO NOT MOVE PARK FURNITURE OR PICNIC TABLES.**
  11. **RV CONNECTIONS:** Keep all hoses, cables and cords bundled neatly. If water is leaking the water will be turned off until the guest fixes the situation. Unnecessary waste of water will not be tolerated, no misters or sprinklers. Excessive unnecessary usage can

result in an upcharge for water. Sewer hoses must have a donut and be properly connected and elevated off the ground with a sewer line stand. The park is not responsible for any electric components on your RV. DO NOT ALLOW ANY MOTOR OIL , ENGINE FLUIDS, GRAY/BLACK WATER , ANY TYPE OF DANGEROUS OR UNSANITARY LIQUIDS TO LEAK FROM YOUR UNIT AS YOU CAN BE CHARGED UP TO \$150 FOR CLEANUP.

12. **MOWING:** It is your responsibility to make sure everything is put away so the maintenance crews can mow and weed\_eat the park.
13. **TRASH:** You are responsible for removing trash. We do not offer site trash pick up. Please use the dumpster and trash cans located throughout the park. Do not set bags outside as there are wild animals that will tear them open and create a mess. You must keep your site clean at all times or be charged a clean up fee. Do not dump ashes or coals in the dumpsters or in the pond.
14. **FIRES:** Recreational fires are only allowed in a container such as a metal fire ring , fire pit , concrete fire pit etc. Fires are not to be burned on the ground. The fire must be constantly attended and a fire extinguishing method must be on hand for immediate use. Examples are sand, dirt, water hose , fire extinguisher etc. Recreational fires are not allowed during burn bans. Do not cut limbs from our trees for firewood and do not burn household trash or construction wood. Cooking fires contained in smokers , grills and BBQ pits are allowed.
15. **SMOKING:** We do not allow smoking in any buildings in the park and within 10 ft of the building entrances . Do not smoke within 10ft of the pond and do not throw cigarette butts on the ground or into the pond.
16. **SUBLETTING:** No subletting of your RV is allowed. You are forbidden from renting your RV as a vacation rental i.e VRBO, Hotel.com etc.
17. **THE POND:** The pond is home to fish, turtles, crawfish, ducks and other wildlife. DO NOT CONTAMINATE IT IN ANY WAY. Do not pour anything into it, do not dispose of ashes from fires or foods or liquids into the pond. Doing so will result in immediate park removal. Catch and release fishing is allowed. You may feed the fish but only with approved fish food from the office. Please do not catch or trap the pond animals. You may not remove turtles, frogs , baby ducks, crawfish etc. from the area. Please supervise your children on this matter. ABSOLUTELY NO SWIMMING IN POND ALLOWED
18. **WILDLIFE , WATER AND SAFETY:** The park is home to many wild animals and some are dangerous and problematic for some people. Be aware that there are snakes, some venomous bees, wasps, spiders, fire ants ,mosquitos and various other biting insects. Please come prepared if you are sensitive or have allergies. There are plants in the area that could trigger uncomfortable reactions such as poison ivy or poison oak. You may see wild hogs, deer, raccoons, possums and ducks. Please do not feed , approach or attempt to catch any wild animal. The pond is deep and children need to be supervised at all times. NO SWIMMING IN THE POND. You are responsible for your child's safety. The pond common area is closed after 10 p.m.
19. **TREE FROGS :** The park, as the name suggests, is home to a large tree frog community. PLEASE DO NOT HANDLE THEM. They have sensitive skin and trying to play with them , catch or hold them is painful and stressful to them. Please enjoy these adorable little creatures from a distance. More than likely one will stick to your RV window at night and you can see them up close!
20. **CONDUCT:** Guests who exhibit obnoxious, threatening, abusive, profane, behavior

will not be tolerated. No nudity or vulgar language. No drunk and disorderly conduct, no illegal drugs. If you adversely affect the enjoyment of others due to poor behavior, you will be required to leave the property immediately.

21. **ZERO TOLERANCE POLICY:** Tree Frog Landing RV Park will not tolerate bad behavior. If law enforcement is called to the property for any reason other than fire or medical you will be required to leave the park immediately and permanently. There will be no refunds.
22. **DAMAGE:** Tree Frog Landing RV Park is not liable or responsible for any damages or loss to a guests property due to fire, theft, vandalism, falling branches or any other casualty or acts of God. All guests are responsible for any accident or injury they are involved in at the park and guests assume all risks associated with such loss or damage and must carry their own insurance to cover such losses. Damages to park property including, but not limited to, landscaping, buildings, lights or signage, restrooms or utilities caused by a guest or his visitor will be billed to said guest.
23. **ACTS OF NATURE:** Tree Frog Landing is located on the Texas Gulf Coast so hurricanes or tropical storms are possible. In the event of such a storm, the possibility of an evacuation may occur. Please see the Hurricane Procedure Addendum for more information.
24. **WAIVER OF LIABILITY:** Guests shall indemnify and hold harmless Tree Frog Landing RV Park, LLC, its officers and employees from all claims, liability and expenses including attorney and other professional fees, for injuries, damage, loss of life, loss of property, accidents arising from fire, water, wind, civil strife, acts of God, Park owner (or their employees, agents or invitees) and/or Guest's exercise of his or her rights hereunder, guest's actions or inactions regardless of whether such loss was caused by the gross negligence or intentional acts of Tree Frog Landing RV Park, LLC or its officers and/or owners for the adverse encounter, injury, harm or like that they, and/or their guests, agents, invitees, contractors or the like have and/or experience related to the campground or property. Tree Frog Landing RV Park, LLC, their employees, contractors, agents and/or owners are not responsible for personal injuries, loss of life or harm, damage to vehicles and or personal property due to falling limbs, trees, flooding, theft, fire, vandalism, animals or insects.