

Terms of Service

Service Agreement & Terms and Conditions

Please sign below. Thank you!

X_____

LICENSEE

EXHIBIT A—ReNew RV Park LLC Terms and Conditions

The following TERMS AND CONDITIONS (the “Terms”) are in place to govern the activities, conduct, and operations within ReNew RV Park LLC and are a part of, and an addendum to, the ReNew RV Park LLC License Agreement. ReNew RV Park LLC has set these terms and conditions in place to provide a safe, enjoyable, and attractive community. All Terms apply to both RV rentals and Cabin Rentals and are not limited to RV site rentals.

Adherence to these Terms while on the Property is mandatory. Violating these Terms will result in the immediate termination of the License Agreement and lead to possible ejection with forfeiture of any payments or deposits in accordance with the License Agreement. The absence of a particular policy from these published rules and regulations is not grounds for the granting of an exception.

1. Private Property. This property is privately owned. ReNew RV Park LLC reserves the right to refuse service to anyone or to make changes to these Terms at any time without prior notice. No peddling, soliciting, or business enterprise is allowed in the park. Signs for the sale of products, services, and vehicles are not allowed.

2. Theft of Services & Criminal Trespass.

2.1. CRIMINAL TRESPASS LAW—According to Texas Penal Code § 30.05, a person commits criminal trespass 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 Park Management asks you to leave you must vacate the property. We will prosecute any violations under the “Criminal Trespass Law.”

2.2. THEFT OF SERVICES LAW—According to Texas Penal Code § 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 under the “Theft of Services Law.”

3. Arrivals, Departures, & Quiet Time.

3.1. Check-in time is from 12:00 PM – 6:00 PM.

3.2. Check-out time is before 12:00PM.

3.3. Quiet Time is from 10:00 PM – 8:00 AM.

3.4. All visitors must check-in at the office and pay daily fee (if necessary) and all persons must comply with parks rules/policies.

4. Payment Rules.

4.1. All Fees are due in advance prior to hook-up.

4.2. Cancellations of over one month before your reservation date will receive a full refund of any booking Fee. Cancellations of less than one month prior to your reservation date will receive a full refund any booking Fee, less a fifty-dollar (\$50.00) Cancellation Fee. However, cancellations within seven (7) days of your reservation will receive no refund of the booking Fee.

4.3. No refunds (either pro-rated or otherwise) will be given for early departure.

4.4. There will be a \$50.00 NSF fee associated with any bounced check received. (No matter the circumstances)

4.5. Guest authorizes ReNew RV Park LLCs to charge debit or credit card for services rendered and understands card information will be saved for future transactions on guest's account.

5. Pet Policy.

5.1. The safety of our guests, campers and pets are of utmost priority. Management retains sole discretion to allow/refuse to allow any pets on the Property and has the right to revoke prior approval at any time.

5.2. Guests are responsible for any damage, physical harm, or injury to another guest or pet in the park.

5.3. Pets are limited to two (2) pets per space.

5.4. Pet fences are not allowed on the Property.

5.5. Excessive barking is not tolerated.

5.6. Absolutely no aggressive pets are allowed on the Property at any time. Management reserves the right to terminate reservations without refund and remove the guest and pets from the Property if any pet acts aggressively towards any guest, camper, or other pets on the Property.

5.7. Pets are not to be left unattended. All pets must always be on a leash in the owner's hand when outdoors (unless in designated pet areas).

5.8. Pets are not allowed in any Common Area or Facility, including (but not limited to) the pool, laundry, kitchen or bath houses.

5.9. Guests are required to clean-up after their pet and dispose of the waste properly into the designated receptacles. Those violating this policy may be subject to an additional fine of twenty-five dollars (\$25.00) for each violation and/or removal from the Property.

5.10. Management kindly asks that all pet bedding or other pet-related items be cleaned off prior to using the Common Area laundry facility.

6. Vehicle Rules.

6.1. Vehicles (including boats) are limited to two (2) per space. Any additional vehicle(s) will be subject to additional fees.

6.2. The speed limit within the Property is always 5 MPH. Violators of this speed limit policy will receive one warning. Those violating this policy after the warning is given may be subject to an additional fine and/or removal from the Property.

6.3. No parking is allowed on vacant RV sites (without prior approval) or on grass. Parking in such areas will result in the vehicle being towed.

6.4. Vehicle washing requires approval from management and is subject to an additional \$25.00 extra water fee.

6.5. RV's older than 10 years will require a picture of the rig sent into the office before check in. We want to see pride-of-ownership of the RV, so age is not a deterrent if the rig is in good condition.

6.6. Golf carts and side by side RTV or UTVs are to be approved by management and are subject to additional fees. Drivers under the age of 18 and without a license are NOT ALLOWED to operate golf carts or any recreational vehicle.

7. Waste Disposal.

7.1. There are dumpsters on the Property for guests to dispose of their waste. Only household trash is allowed to be placed in the dumpsters. Please do not leave any trash or trash cans outside of the dumpsters. If seen doing so, guests will obtain a fine on the upcoming bill.

7.2. Hazardous materials must be discarded properly. No dumping of anything on the ground that may harm the grass or landscaping.

7.3. Any mess from guests are to be cleaned up immediately. A cleanup fee will be assessed if management is required to attend to the mess.

8. Sewage.

8.1. The Property operates on a septic system. In order to provide guests with GREAT service, management requires all guests to only put human waste and toilet paper in our sewer system. Please do not place feminine products, grease/fats, diapers, cat litter, paper towels, wet wipes, "flushable wipes", hazardous substances, syringes, or plastics down the drain/sewer.

8.2. TEXAS STATE LAW REQUIRES ALL SEWER HOSES TO BE CONNECTED WITH A SEWER HOSE SEAL.

- 8.3. All water hoses and connections should be leak-free.
- 8.4. All hoses, electric cables, and cords must be neatly coiled and kept off the grass.
- 8.5. Use of RV toilet paper is mandatory.

- 9. Pool/River Access. NOT AVAILABLE at this location.

- 10. General/Miscellaneous.
 - 10.1. Guests are responsible for the actions of their party members, agents, and visitors.
 - 10.2. Parents are responsible for the conduct of their children under the age of 18.
 - 10.3. Children under the age of 12 must be always accompanied by an adult while in the communal areas of the park.
 - 10.4. Guests assume all risk of loss or damage and are advised to carry their own insurance. Any damages to the park property will be billed directly to the guest.
 - 10.5. Treat others how you would want to be treated as we have zero tolerance for harassing or disruptive behavior to Park staff or other guests. Common courtesy shall prevail between all persons in the park. Respect people's privacy. Profane, abusive, harassing, threatening language or actions directed at personnel or other guests is unacceptable and you will be asked to leave.
 - 10.6. Help us keep the park clean by maintaining a clutter free space with no additional appliances/unauthorized additions at your site.
 - 10.7. No generators, fireworks, or loud music.
 - 10.8. No clotheslines or hanging laundry outdoors.
 - 10.9. No indoor items are to be placed outside of the RV.
 - 10.10. To allow for our lawn maintenance, no personal items (e.g., lawn chairs, potted plants, rugs, etc.) may be kept on the grass.
 - 10.11. Outdoor items should be neat and orderly. All outdoor items may be asked to be removed by management. There will be no outside items accumulated around RV's.
 - 10.12. Portable gas and charcoal grills are allowed.

- 10.13. Wood fires are not allowed on the Property. However, small gas fire pits are allowed.
- 10.14. NO go-carts, 4 wheelers or ATV's allowed.
- 10.15. No sheds, porches, decks, tents, tarps, hot tubs, or utility buildings allowed unless approved by management and are subject to additional fees.
- 10.16. Cutting down trees and plants is prohibited.
- 10.17. No screws, bolts, or nails in park trees.
- 10.18. Do Not walk through occupied or unoccupied sites. Please use the roads and paths provided.
- 10.19. ALL buildings on the Property are SMOKE-FREE.
- 10.20. No illegal drugs are allowed on the Property. Further, the use of illegal drugs is absolutely prohibited.
- 10.21. Do not feed wild or stray animals.
- 10.22. No BB gun, pellet gun, air gun, or paintball gun use is allowed in the park.
- 10.23. All weapons shall comply with state/federal laws.

THIS IS NOT A LEASE. THE PARTIES DO NOT INTEND TO CREATE A LEASE OR ANY OTHER INTEREST IN REAL PROPERTY FOR LICENSEE THROUGH THIS LICENSE AGREEMENT, AND THE PARTIES ONLY INTEND TO CREATE A LICENSE THAT IS REVOCABLE AT WILL BY LICENSOR AS PROVIDED HEREIN.

This License Agreement (the "License Agreement") is made and entered into to be effective as of the Effective Date by and between RENEW RV PARK LLC (the "Licensor"), and Licensee (whether one or more, collectively).

WHEREAS, Licensor is the fee owner of property described in Exhibit C attached to this License Agreement and incorporated herein (the "Property") and provides services on the Property; and

WHEREAS, the parties desire by this License Agreement to provide for the licensing by Licensor to Licensee the right to use and occupy a portion of the Property (the "Licensed Area") and Licensee hereby requests such services as are provided by Licensor to the Property to be provided to the Licensed Area; and

NOW, THEREFORE, in consideration of the mutual covenants, terms, and conditions set forth herein, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

1. Grant of License.

1.1. Lessor hereby grants to Licensee and Licensee hereby accepts a license (the "License") to use and occupy the Licensed Area for the purposes hereafter provided for the License Term. Licensee and its agents and invitees are authorized to use (for their intended purpose) all other areas in and about the Property which are used in common with others (the "Common Areas"), except as otherwise specifically provided in this License Agreement and subject to the Property's rules and regulations.

1.2. The license granted is personal to Licensee and shall not be assigned, nor shall Licensee sublicense or otherwise permit or suffer the occupancy of the Licensed Area by any third party without the prior written consent of Lessor, which consent may be withheld in Lessor's sole and absolute discretion.

1.3. Licensee agrees to accept the Licensed Area "as-is", "where-is" and "with all faults" on the date hereof. The parties do not make any warranties, express or implied, with respect to this license agreement, the licensed area, the lessor's personal property, or the property or the real property or property interests, including the warranties of merchantability or fitness for a particular purpose.

2. License Fees & Term.

2.1. Licensee shall pay Lessor for use of the Licensed Area and Common Areas (the "License Fee") for a limited duration of time (the "License Term") according to the fee schedule identified in Exhibit B, attached to this License Agreement and incorporated herein.

2.2. Licensee shall pay the appropriate License Fee for use of the Licensed Area for the duration of the License Term in advance of the License Term. If Licensee is occupying the Licensed Area on a monthly basis, Licensee shall pay the licensing fee by no later than the first (1st) day of each month. The License Fee only includes two (2) occupants per Licensed Area and two (vehicles, including boats) per Licensed Area. Any increase in the number of occupants or vehicles above this amount will be subject to additional charges.

2.3. In addition to the License Fees, Licensee hereby agrees to pay Lessor for electrical service in connection with Licensee's use of the Licensed Area (the "Electrical Service Charges"). Licensee shall pay Lessor for the cost of such services in the same manner and to the same address as its payment of the License Fee. Payment of all License Fees and Electrical Service Charges may be made via money order or by credit or debit card. All payments shall be made payable to Lessor in United States dollars and delivered to Lessor at the address

specified herein or such other address as Licensor may designate by written notice from time to time.

2.4. Licensor shall provide Licensee with a four (4) day grace-period for all delinquent License Fee and Electrical Service payments (the "grace-period"). Upon the expiration of the grace-period, a late fee of twenty-five dollars (\$25.00) per day will be charged to Licensee for delinquent License Fees and Electrical Service Charges.

2.5. Licensee agrees that Licensor may terminate the occupancy of any defaulting guest for non-payment of License Fees or Electrical Service Charges. Licensee will be in default if Licensee is delinquent in payment of License Fees and Electrical Service Charges after five (5) days. If Licensee has not communicated with management by the fifth day, a three (3) day notice to vacate the Property will be posted and enforced against Licensee.

3. Authorization for Electronic Payments.

3.1. Licensee agrees that the License Fees will be collected by charging Licensee's credit or debit card electronically on the date that the Fee is due in accordance with the terms of this License Agreement. "Automated electronic payments" refers to credit and debit card transactions including those cards bearing the Visa, MasterCard, American Express, and Discover logos.

3.2. 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 License Agreement.

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

4. SURRENDER.

4.1. On or before the conclusion of the License Term for the Licensed Area, Licensee shall:

(a) Vacate and surrender full and complete possession of the Licensed Area to Licensor, vacant and broom clean, in its "as-is" condition and state of repair, subject only to:

- (i) Reasonable wear and tear;
 - (ii) Damage by the elements, fire, or other casualty (unless such damage is caused by the negligence or wrongful act of Licensee, its employees or agents); and
 - (iii) Damage caused by the gross negligence or wrongful act of Licensor, its employees or agents;
- (b) Remove all vehicles, furniture, and other personal property and furnishings from the Licensed Area which are owned by Licensee; and
- (c) Leave in place all of Licensor's Personal Property in its substantially similar condition as on the Commencement Date (reasonable wear and tear excepted).

4.2. Licensee shall only be required to restore, alter, or improve the Licensed Area as specifically set forth in this License Agreement. The surrender obligations outlined herein shall survive any cancellation, expiration, or termination, for any reason, of this License Agreement.

5. Right to Terminate.

This License Agreement shall be revocable by Licensor at any time during the License Period upon written notice of its election to terminate. The termination notice shall state the date of termination and shall be sent in accordance with the notice requirements of this License Agreement. Licensor's termination right is subject to no default existing under this License Agreement at the time the termination notice is sent and on the actual termination date.

6. Repairs.

Throughout the License Period, Licensee shall take good care of the Licensed Area and the furniture, furnishings, fixtures, and appurtenances therein. Licensee shall also be responsible for the cost to repair any damage to the Licensed Area other than damage from the gross negligence or intentional misconduct of Licensor, or its agents or employees. The repair obligations outlined herein shall survive any cancellation, expiration, or termination, for any reason, of this License Agreement.

7. Compliance with Laws and Regulations.

7.1. Licensee shall promptly comply with all present and future:

(a) Rules and regulations published by the Licensor including, without limitation, regulations applicable to use, storage and disposal of hazardous substances and waste and other environmental matters, security policies and procedures, which have been published from time to time with respect to the use of and access to the Licensed Area; and

(b) Applicable laws and regulations of all state, federal, municipal and local governments, departments, commissions and boards and any direction of any public officer pursuant to law (collectively, "Laws") having jurisdiction which shall impose any obligation or duty upon Licensor or Licensee with respect to the Licensed Area.

7.2. In addition, Licensee agrees to cooperate with Licensor and do all things reasonably necessary for Licensor to comply with Laws.

8. Default.

8.1. The following acts constitute a default of this License Agreement by the Licensee (the "Acts of Default"):

(a) Failure to timely pay Fees or other lawful charges when due under this License Agreement;

(b) Providing 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 License 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 License Agreement, or after receiving a notice to vacate the Property by Licensor in accordance with the notice provisions of this License Agreement.

8.2. If Licensee fails to comply with any provision of this License Agreement then, without any notice or demand whatsoever, Licensor shall have the right to:

(a) Immediately remove Licensee and all of Licensee's personal property from the Property;

(b) Terminate this License Agreement; and/or

(c) Pursue all rights or remedies available to Licensor under this License Agreement, or at law or in equity.

9. Notices.

9.1. Any notice, demand, request, or other communication hereunder shall be in writing. Communications may be delivered and shall be deemed to have been given by the delivering party and received by the receiving party: (i) when delivered by hand; (ii) one day after deposit with a nationally recognized overnight courier or delivery service if sent priority overnight delivery; or (iii) on the date sent with confirmation of transmission by facsimile or electronic mail, if such contact information has been given to the other party, if sent during normal business hours of the recipient, and if also transmitted by one of the other means permitted hereunder.

9.2. Any notice, demand, request, or communication by Licensor to Licensee shall be addressed to Licensee at the area Licensed by Licensee, Attention: [LICENSEE NAME], unless otherwise directed in writing by Licensee by notice similarly given.

9.3. Any notice, demand, request, or communication by Licensee to Licensor shall be addressed to Licensor at the proper address stated Exhibit C attached hereto, Attention: [PARK MANAGEMENT] unless otherwise directed in writing by Licensor by notice similarly given.

9.4. Rejection or other refusal to accept, or the inability to deliver because of a changed address of which no notice was given, shall be deemed to be receipt of the notice, demand, request, or communication sent.

10. Warranties.

EXCEPT AS SET FORTH IN THIS LICENSE AGREEMENT, THE PARTIES DO NOT MAKE ANY WARRANTIES, EXPRESS OR IMPLIED, WITH RESPECT TO THIS LICENSE AGREEMENT, THE LICENSED AREA, OR THE REAL OR PERSONAL PROPERTY OR PROPERTY INTERESTS, INCLUDING THE WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

11. Indemnity.

11.1. Subject to the terms and conditions set forth in Section 11.2, Licensee (as the "Indemnifying Party") shall indemnify, hold harmless, and defend Licensor and its officers, directors, employees, agents, affiliates, successors, and permitted assigns (collectively, the "Indemnified Party") against any and all losses, damages, liabilities, deficiencies, claims, actions, judgments, settlements, interest, awards, penalties, fines, costs, or expenses of whatever kind,

including reasonable attorneys' fees, that are incurred by Indemnified Party (collectively, the "Losses"), arising out of or related to any direct or third-party claim alleging:

- (a) Breach or non-fulfillment of any provision of this Agreement by Indemnifying Party or Indemnifying Party's Personnel;
- (b) Any negligent or more culpable act or omission of Indemnifying Party or its Personnel (including any reckless or willful misconduct) in connection with the performance of its obligations under this Agreement;
- (c) Any bodily injury, death of any person, or damage to real or tangible personal property caused by the negligent or more culpable acts or omissions of Indemnifying Party or its Personnel (including any reckless or willful misconduct); or
- (d) Any failure by Indemnifying Party or its Personnel to comply with any applicable federal, state, or local laws, regulations, or codes in the performance of its obligations under this Agreement.

11.2. Notwithstanding anything to the contrary in Section 11.1, the Indemnified Party may select its own legal counsel to represent its interests, and Indemnifying Party shall:

- (a) Reimburse Indemnified Party for its costs and attorneys' fees immediately upon request as they are incurred; and
- (b) Remain responsible to Indemnified Party for any Losses indemnified under Section 11.1.

12. Force Majeure.

12.1. "Force Majeure Event" means any of the following events:

- (a) Acts of God;
- (b) Floods, fires, earthquakes, explosions, or other natural disasters;
- (c) War, invasions, hostilities (whether war is declared or not), terrorist threats or acts, riots or other civil unrest;
- (d) Governmental authority, proclamations, orders, laws, actions, or requests;
- (e) Embargoes or blockades in effect on or after the date of this License Agreement;
- (f) Epidemics, pandemics, or other national or regional public health emergencies;

- (g) Strikes, labor stoppages or slowdowns, or other industrial disturbances;
- (h) Shortages of supplies, adequate power, or transportation facilities; and
- (i) Other similar events beyond the reasonable control of the parties.

12.2. Neither party shall be liable or responsible to the other party, nor be deemed to have defaulted under or breached this License Agreement, for any failure or delay in fulfilling or performing any obligation under this License Agreement except for any obligations to make payments to the other party hereunder, when and to the extent such failure or delay is caused by a Force Majeure Event. The failure or inability of either party to perform its obligations in this License Agreement due to a Force Majeure Event shall be excused for the duration of the Force Majeure Event and extended for a period equivalent to the period of such delay. NOTHING CONTAINED IN THIS SECTION SHALL EXCUSE EITHER PARTY FROM PAYING IN A TIMELY FASHION ANY PAYMENTS DUE UNDER THE TERMS OF THIS LICENSE AGREEMENT OR EXTEND THE TERM OF THIS LICENSE AGREEMENT.

12.3. Either party (the "Noticing Party") shall give the other party notice within a reasonable time after the commencement of the Force Majeure Event, explaining the nature or cause of the delay and stating the period of time the delay is expected to continue. The Noticing Party shall use best efforts to end the failure or delay and ensure the effects of such Force Majeure Event are minimized. The Noticing Party shall resume the performance of its obligations as soon as reasonably practicable after the removal of the cause. In the event that the failure or delay remains uncured for an unreasonable period of time following written notice given by the Noticing Party under this Section, either party may thereafter terminate this License Agreement upon three (3) days' written notice.

13. Miscellaneous Provisions.

13.1. Entire Agreement. This License Agreement, together with any other documents incorporated herein by reference and all related exhibits and schedules, constitutes the sole and entire agreement of the parties to this License Agreement with respect to the subject matter contained herein and therein, and supersedes all prior and contemporaneous understandings, agreements, representations, and warranties, both written and oral, with respect to such subject matter. In the event of any inconsistency between the statements in the body of this License Agreement together with any other documents incorporated herein by reference and all related exhibits and schedules, (other than an exception expressly set forth as such in the schedules), the statements in the body of this License Agreement shall control.

13.2. Amendment and Modification. This Agreement may only be amended, modified, or supplemented by an agreement in writing signed by each party hereto.

13.3. Governing Law. This License Agreement shall be governed by and construed in accordance with the laws of the state where the Licensed Area is located.

13.4. Section Headings. The section titles herein are for convenience only and do not define, limit, or construe the contents of such sections.

13.5. Severability. If any provision or provisions in this License Agreement is/are found to be in violation of any law or otherwise unenforceable, all other provisions remain unaffected in full force and effect.

13.6. Binding Effect. This License Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and permitted assigns and shall not be modified except by an express written agreement signed by a duly authorized representative of both parties.

13.7. Time of the Essence. Time shall be of the essence of each provision of this License Agreement in which time is a factor.

13.8. Attorney's Fees. In the event that any party institutes any legal suit, action, or proceeding, including arbitration or mediation, against the other party to enforce the covenants contained in this Agreement (or obtain any other remedy in respect of any breach of this Agreement), the prevailing party in the suit, action or proceeding shall be entitled to receive, in addition to all other damages to which it may be entitled, the costs incurred by such party in conducting the suit, action, or proceeding, including reasonable attorneys' fees and expenses and court costs.

13.9. No Third-Party Beneficiaries. This Agreement is for the sole benefit of the parties hereto and their respective successors and permitted assigns and nothing herein, express, or implied, is intended to or shall confer upon any other person or entity any legal or equitable right, benefit, or remedy of any nature whatsoever under or by reason of this Agreement.

13.10. Joint and Several Obligations. All obligations of Licensee(s) under this Agreement shall be joint and several.

13.11. Consent to Use of Electronic Signatures. Licensors and Licensees consent to the use of electronic signatures on this License Agreement and all documents relating to the License Agreement, as well as any amendments to any of the foregoing (collectively, the "License Documents"). Licensors and Licensees agree that any electronic signatures appearing on the License Documents are the same as handwritten signatures for the purposes of validity, enforceability and admissibility, and that any electronically signed License Document shall, for all purposes of the License Documents and applicable law, be deemed to be "written" or "in writing", to have been executed, and to constitute an original written record when printed, and shall be fully admissible in any legal proceeding. For purposes hereof, "electronic signature" shall have the meaning set forth in the Uniform Electronic Transactions Act, as the same may be amended from time to time.