



CUSTOMER AGREEMENT FOR RIVER VALLEY RV RESORT

This Customer Agreement for River Valley RV Resort (this “Agreement”) is entered into effective _____, 20____ (the “Effective Date”) by and between River Valley RV Resort, 3G Lipan Properties, LLC, a Texas limited liability company, as licensor (“Licensor”), and the person executing this Agreement below as Licensee (“Licensee”), and concerns that certain lot described more fully as Lot No. _____ of the River Valley RV Resort (the “Resort”) located at 1275 Big Valley Circle, Lipan, Parker County, Texas (the “Lot”). Sometimes Licensor and Licensee are referred to individually as a “Party” and collectively as the “Parties”.

In exchange for their agreements, representations and warranties set forth herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as set forth below.

1. License. Pursuant to the terms of this Agreement, the Additional Terms and Conditions attached hereto, and the Release being provided simultaneously herewith, Licensor hereby licenses to Licensee, and Licensee hereby licenses from Licensor, the right to occupy the Lot (and no other property) subject to the terms and conditions of this Agreement. In entering into this Agreement with River Valley RV Resort, you agree that you, as well as all members in your party are considered Licensees and that River Valley RV Resort, is the Licensor, and this relationship will remain so throughout your stay at River Valley RV Resort. The name and age of all members of your party, including all minor children, guests and invitees shall be provided to Licensor in writing prior to their arrival at the Resort.

2. Release. All members of your party shall be required to sign a Release of Liability before entering the Resort and using the Lot or the Resort’s amenities or services. A copy of the Release of Liability is provided simultaneously herewith and this Agreement is subject to the terms thereof.

3. Term and Termination. The term of this Agreement is for a period of _____ and unless renewed will automatically expire at noon on the last day of the term of this Agreement. Upon termination of this Agreement, for any reason, Licensee agrees to remove any and all of his/her property in a quiet and peaceful manner. In the event of non-payment, delinquent accounts, theft-of-service, trespassing, continued violation of rules & regulations, breach of this Agreement, failure to use Resort property or amenities as what it's intended for, abuse of the Resort facilities and amenities, harassment or intimidation of staff, illegal activity, domestic disturbances, felony charges, onerous, obnoxious or offensive activity that could interrupt or adversely affect the use of the Resort or any other breach of the peace, Licensor’s management may at any time terminate this agreement and eject Licensee and his/her guests and invitees without providing refunds in Licensor’s sole and absolute discretion.

4. Access and Use of the Resort and Lot. Licensor shall provide Licensee with access to use the Lot and the Resort’s facilities and amenities, save and except for such reasonable and necessary restrictions as may be applicable to preserve the general health and security of Licensees and guests of the Resort or for other reasonable administrative purposes. LICENSEE UNDERSTANDS THAT HE/SHE HAS NO INTEREST IN THE LOT, THAT THE LOT IS NOT A RESIDENCE AND THAT LICENSEE SHALL HAVE NO RIGHTS AS A TENANT UNDER TEXAS LAW. The use of the Resort and Lot shall be limited to the personal use and enjoyment of the Licensee and their children, relatives, guests and other invitees when the Licensee is present. Only Licensee and registered guests may occupy and utilize the Resort and Lot. The Resort is for recreational use only. Commercial activities, sub-leasing or unregistered guests are not permitted at the Resort. Licensee further agrees not to use or to permit the use of the Lot for any illegal purposes (including, without limitation, in violation of any health code) and not to use or to permit use of the Lot in a manner which creates a public or private nuisance. Licensee agrees to abide, and to ensure that Licensee’s family, guests or invitees abide, by all Resort guidelines, policies and/or rules which may exist or be created by Licensor, from time to time, in its sole and exclusive discretion. Any breach or violation of such guidelines is a breach of this Agreement.



5. **License Fee.** Licensee shall pay to Licensor the amount of \$ _____ for the license set forth herein (the “License Fee”). The License Fee shall become due and payable _____.

6. **Additional Terms and Conditions.** This Agreement is subject to the Additional Terms and Conditions attached hereto, including the Waiver and Indemnity provisions set forth therein.

7. **Theft of Service** ACCORDING TO TEXAS PENAL CODE SECTION 31:04 (b), any guest (s) who leaves without paying for services or who refuses to pay for services when due is subject to criminal prosecution. We are providing service hook-ups for your recreational vehicle. We require full payment in advance and will prosecute any violations under the “THEFT OF SERVICES LAW.” If you vacate the Resort with an outstanding balance, and did not properly check out with the front office, your departure will be considered “theft of service,” and you will be reported to law enforcement. Any outstanding balances will automatically be charged to the credit card on your file including late fees and auto-bill fees.

8. **DANGEROUS CONDITIONS/LIMITATION ON LIABILITY.** THE RESORT IS LOCATED IN AN OUTDOOR RECREATIONAL SETTING. THERE ARE ASPECTS OF ANY RECREATIONAL EXPERIENCE THAT CANNOT BE ENTIRELY CONTROLLED OR MADE FREE OF RISK. LICENSOR IS NOT LIABLE FOR WEATHER CONDITIONS, NATURAL EVENTS INCLUDING BUT NOT LIMITED TO FLOODING, THE FLOW OF CURRENTS OR RISE IN WATERWAYS), WILD ANIMALS (INCLUDING BUT NOT LIMITED TO SNAKES), ANY ACTS OF GOD OR THE ACTS OF ANY THIRD-PARTY. WATER CAN FLUCTUATE AT ANY TIME DUE TO EVENTS BEYOND THE CONTROL OF LICENSOR AND LICENSOR WILL NOT BE RESPONSIBLE FOR ANY DAMAGE OR LOSS CAUSED THEREBY. LICENSOR ASSUMES NO RESPONSIBILITY FOR ACCIDENTS, INJURIES, DEATH, OR LOSS OF ANY KIND OCCURRING AT THE RESORT. LICENSEE IS ADVISED TO TAKE PRECAUTIONS WHILE AT THE RESORT FOR THEIR OWN SAFETY AND THE SAFETY OF OTHERS.

I AGREE TO THE CONDITIONS AND PROVISIONS OF THIS AGREEMENT AND THE RELEASE AND ADDITIONAL TERMS AND CONDITIONS AND ACKNOWLEDGE THAT I HAVE RECEIVED THE RELEASE AND ADDITIONAL TERMS AND CONDITIONS AND WILL BE BOUND THERETO. I FURTHER AGREE THAT I WILL INFORM MY MINOR CHILDREN, GUESTS AND INVITEES OF THE REQUIREMENTS OF THIS AGREEMENT, WILL MONITOR AND SUPERVISE MY MINOR CHILDREN, GUESTS AND INVITEES AND WILL BE RESPONSIBLE FOR THEIR ACTIONS AND BEHAVIOR AT THE RESORT.

LICENSEE HEREBY EXECUTES THIS AGREEMENT AS OF THE EFFECTIVE DATE.

Licensee

Printed Name: _____

Address: _____

Phone Number: _____



ADDITIONAL TERMS AND CONDITIONS

1. **Check In/ Check Out Times and Procedures.** Check in is at 3:00pm, and check out is at NOON. If requested and an early check in or late checkout is available, you may incur additional charges if you check in or out too early or too late.

2. **Resort Rules and Policies.** Licensee agrees to abide by all rules and policies of the Resort, as may be amended from time to time by Licensor in its sole and absolute discretion, and to obey all signs and warnings posted throughout the Resort.

3. **Pets.** Written permission to bring a pet in the Resort must be obtained from Licensor. Licensor reserves the right to deny a pet to enter or to stay at the Resort if a proposed pet would pose a threat to the health and safety of the Resort or its guests. Licensee agrees to comply with all pet rules that now exist and such additional rules as may be promulgated by Licensor from time to time.

4. **RV Liability and Property Insurance.** Licensee must provide proof of insurance on all vehicles, including recreational vehicles, and personal property that enter the Resort.

5. **Licensor's entry upon the Lot.** Licensor shall have a right of entry upon the Lot for maintenance of utilities, maintenance of premises, and the protection of the Resort and its guests at any reasonable time. Licensor may enter a recreational vehicle without the prior written consent of the Licensee in the case of an emergency or when the occupant has abandoned the recreational vehicle.

6. **Late Payment fee.** Any fees or charges due under this Agreement which are not paid when due are subject to a late payment fee of \$25 or five percent (5%) of the License fee, whichever is greater. Licensor will also charge interest at a rate of ten percent (10%) per annum on all unpaid fees and charges not paid within thirty (30) days after they become due.

7. **No Refunds.** We do NOT give refunds or credits for ANY reason including early departures or changes during your stay so please plan your stay accordingly. Please be advised that there are no exceptions to this policy.

8. **Amenities.** Licensor will allow Licensee and his/her guests and invitees use of the Resort's common features, facilities, attractions and amenities, which are shared with other licensees and Resort guests. Because of varying numbers of licensees and Resort guests, maintenance requirements and weather, there

is no guaranty of availability of any common features, attractions and amenities.

9. **Utilities.** Licensor agrees to provide 30 and 50 AMP electrical connections, water and septic service to all Lots. Licensor shall not be responsible for any other utility hookups or installation. Licensee agrees to be responsible for and to pay for any service charges, monthly usage charges or other costs incurred for the connection and use of the utilities provided.

10. **Licensee's Obligations.** Upon entering the Resort, Licensee confirms that his/her recreational vehicle is and will remain "road ready", is not a HUD-Code manufactured dwelling, is up-to-date with its inspection and registration, is in full compliance with regulatory standards, and is being used in accordance with the manufacturer's recommendations. The Licensee also agrees to maintain those provisions and standards in order to remain a Licensee under this Agreement. Licensee also acknowledges that the Resort is not regulated by HUD, and that his/her RV is governed by the Texas Transportation Code and not the Housing Code.

11. **Assignment.** Licensee shall not have the right to assign or to transfer any right or interest created by this Agreement. Licensor may freely assign or transfer its rights hereunder, in whole or in part.

12. **Removal of Equipment, Furnishings and Vehicles (Including Recreational Vehicles).** Licensee shall have the right to remove all equipment, furnishings and improvements placed by Licensee upon the Lot at any time, including, but not limited to, the date of termination hereof, at which time Licensee shall be obligated to remove the same and restore the Lot to its condition as of the first day the Lot was accepted by Licensee (whether under this Agreement or otherwise). In the event Licensee fails to remove property, including any vehicle, upon the termination of the Agreement, Licensor shall have all rights afforded to it under the laws of the State of Texas to remove the Property, including towing any vehicles under applicable law.

13. **Indemnity/Damages.** Licensee shall indemnify, save and hold harmless Licensor for any claims, losses, actions and expenses (including attorneys' fees) resulting from any negligent act or violation(s) of the terms and conditions of this Agreement by Licensee, his/her minor children, guests and invitees. In no event shall Licensor's liability to Licensee exceed the License Fee paid during the Term or any



renewal hereof. Licensee accepts the license to the Lot set forth herein in the Lot and Resort's **AS-IS, WHERE-IS and WITH ALL FAULTS CONDITION**. Licensee has inspected the Lot and found its condition to be acceptable.

14. **DTPA WAIVER.** LICENSEE AGREES THAT HE/SHE IS WAIVING LICENSEE'S RIGHTS UNDER THE DECEPTIVE TRADE PRACTICES-CONSUMER PROTECTION ACT, SECTION 17.41 ET SEQ. TEXAS BUSINESS & COMMERCE CODE, A LAW THAT GIVES CONSUMERS SPECIAL RIGHTS AND PROTECTIONS. THIS WAIVER IS MADE AFTER CONSULTATION WITH AN ATTORNEY OF LICENSEE'S OWN SELECTION OR LICENSEE HAS CHOSEN NOT TO SEEK THE ADVICE OF AN ATTORNEY DESPITE BEING PROVIDED THE OPPORTUNITY TO DO SO AND LICENSEE VOLUNTARILY CONSENTS TO THIS WAIVER. Licensee hereby represents and warrants to Licensor that (i) Licensee is not in a significantly disparate bargaining position in relation to Licensor, (ii) Licensee has been represented by legal counsel of Licensee's own choice or has made the decision not to seek the advice of counsel despite having the opportunity to do so, and (iii) Licensee is licensing the Lot for recreational purposes and not for use as a residence.

15. **Notice.** Any notices hereunder shall be deemed effective upon the date delivered if made by personal service, posting at the Lot (with respect to notice to Licensee) or upon the date of mailing if made by certified United States mail, return receipt requested. The address of Licensor is as follows: 1275 Big Valley Circle, Lipan, Parker County, Texas

16. **All Rights Reserved.** Licensor reserves all rights including the right to refuse service to anyone for any reason at any time and the right to terminate or amend this Agreement at any time. Licensor also reserves the right to photograph or video our Resort with you, your family, your guests, your pets, and your property in it for the purpose of security, safety, upkeep, maintenance, status reporting, documentation, marketing, or social media. These photographs or videos are only taken in open/ public view, from our streets or in common areas. If you have any questions, concerns, or requests regarding this matter, please contact Resort management,

17. **Complete Agreement.** This Agreement contains all of the terms and conditions made between the Parties hereto for the license of the Lot and may be

modified only by a subsequent written agreement signed by both Parties. This Agreement represents Licensee's complete and total right to occupy or use the Lot, and Licensee acknowledges that it has no other rights, whether by contract, law or otherwise. This Agreement is one of license and not lease, and does not constitute a conveyance of real property of any kind. Licensee has no real property rights in or to the Lot or any other part of the Resort and agrees not to assert to the contrary. In the event of any such contrary action, Licensor shall be entitled to, in addition to any and all other remedies, an order that Licensee and its property be removed immediately from the Lot at Licensee's sole expense.

18. **Governing Law.** This Agreement shall be governed by and construed in accordance the laws of the State of Texas. All claims under or related hereto shall be decided in the state or county courts located in Parker County, Texas, to whose jurisdiction the Parties irrevocably consent.

19. **Invalid Provisions.** In the event that any of the provisions, or portions thereof, of this Agreement are held to be void, unenforceable or invalid, the remainder of the provisions shall remain in full force and effect and shall in no way be effected, impaired, or invalidated, and in lieu of such unenforceable provision there will be added automatically as part of this Agreement a provision as similar in terms as may be valid and enforceable.

20. **Inspection.** Each Party had the opportunity to engage legal counsel of its choice in the drafting and negotiation of this Agreement. Accordingly, the rule of construction against the drafter shall not apply in the interpretation or enforcement hereof.

21. **Attorneys' Fees.** In the event either Party commences legal action of any kind to enforce the terms and conditions of this Agreement, the prevailing Party in such litigation shall be entitled to collect from the other Party all reasonable costs, expenses and attorneys' fees incurred in connection with such action.

22. **Survival.** The terms and agreements set forth herein, including but not limited to the indemnity and waiver provisions, shall survive the termination of this Agreement.

23. **Cooperation.** Licensee shall provide reasonable and prompt cooperation with Licensor and its representatives with respect to all matters related to the Agreement including, without limitation, following the expiration or termination hereof.