

RULES & REGULATIONS

Please read each section carefully. By initialing you acknowledge that you understand each section fully and will comply with all rules that apply to you during your stay.

NAME _____ SITE # _____

1. GENERAL

Your legal status is that of a guest. There is no Landlord/Tenant Agreement between guests and the Owner(s)/Management. You are being provided services under this Agreement and theft of services applies pursuant to all applicable laws of the State of Texas. We do not discriminate on the basis of race, sex, religion, nationality, disability, age, veteran's status or any other classification protected by law. You, as a guest of Spring Creek RV Park, determine if the property is adequate and safe for you and your visitors. You will be responsible for any actions of your visitors and any violations they may perform. Occupancy at your site is limited to the names on the Guest Application. You agree that you have reviewed Spring Creek RV Park and the site you are renting and are satisfied that the property and grounds meet your needs, including accessibility. You agree that your RV will not be vacant unless you have notified Management of your intent to be off-premise and the number of days you will be gone. Long-term vacancy is not permitted. You may not assign or sublet your site. In exchange for rights granted herein, you agree to defend, indemnify, and hold harmless Spring Creek RV Park, its officers, directors, employees and agents from and against any and all losses, claims, damages, costs and expenses (including reasonable legal fees) that Spring Creek RV Park may incur arising or resulting from your use of the Site. Spring Creek RV Park Owner(s)/Management will not be responsible for accidental injury or death, or loss of property by weather, fire, vandalism, theft, wind or acts of God. You agree that your RV is adequately covered for physical loss either by personal financial responsibility or a purchased insurance policy that insures against any physical loss. Any vehicle brought onto the premises of Spring Creek RV Park must be properly licensed, registered and covered by liability insurance as required by the State of Texas. RV's that are older than 10 years from the date of move-in must be pre-approved by Management. To maintain a certain standard, we have a limitation on RV appearance and accept well-maintained RV's only and do so at our sole discretion. No modifications to RV's (including paint schemes) beyond what the manufacturer has installed are allowed.

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2. RENTAL

Rental rates are daily, weekly and monthly and are published at our premises office as well as on our park website. Prices are subject to change from time to time and will be published. All guests, whether daily, weekly or monthly agree that vacating your site early will not constitute a refund of any pre-paid rent or applicable fees. For our monthly guests, it is the regular practice of Spring Creek RV Park to collect a \$100.00 electricity deposit. If you move in after the 1st of the month, your rent will be prorated. Thereafter, all monthly guests will be invoiced for the upcoming month plus the prior month's electric usage. Monthly rent is due at the 1st of each month and a late fee of \$35.00 will be charged if received after the 7th day of the month. At the end of your stay, your pre-paid electricity deposit refund will be mailed by check to the address given on the Guest Application minus the remaining electricity usage due. Management will read the electric meter upon move-out to calculate the final electric bill due. Spring Creek RV Park may terminate this Agreement at its' sole discretion by providing written notice to vacate the site as allowed by Texas Law. You agree that you are in default of this agreement if you or your visitor(s) violate the rental terms or any of the Rules and Regulations of our park. Additionally, Spring Creek RV Park can issue a 72-hour eviction notice if a guest is in default of this Agreement. If a guest has not removed their RV and all items at the end of a legal eviction notice, Spring Creek RV Park will have the RV towed and items removed at the expense of the guest listed on the Guest Application pursuant to applicable Texas law.

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3. CONNECTIONS

Water and Sewer connections must be tight and leak-free at all times. A sewer hose "donut" or "L" connector is required and sewer lines must maintain a proper slope for drainage. Absolutely no "dips" in sewer hoses are allowed. Management will notify you if your sewer hose is in violation and you must immediately remedy the problem to be in compliance with all EPA regulations and applicable Texas codes. Spring Creek RV Park will provide for the winterization of water pipes up to the connecting spigot. We encourage guests to winterize your water line from the supply to your RV connection. If a water leak is observed on the "guest" side of the water supply, water will be turned off by management until the leak is repaired. Leaks do happen from time to time on either side and by working together we can resolve these problems as quickly as possible. Water pressure sometimes varies and can exceed the capabilities of your RV, you may purchase a water pressure regulator at any supply store.

Electrical connection to our pedestal must be appropriate for the power usage intended. No adapters without prior permission. No corroded or exposed wires will be allowed. Spring Creek RV Park does not perform any electrical repair to your RV. You are responsible for any damage to our pedestal. Security lights on pedestals are to remain on at night. No tampering with these lights is allowed.

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4. CABLE TV and WIFI Internet

Basic **Wifi internet** is provided free for our park guests through *Tengo Internet*. All guests will need to create an account to sign on and use a coupon code that is available at the park office. Additional internet bandwidth is available for purchase of \$29.95 a month. Reception is not guaranteed. Free **Cable TV** is provided through *Suddenlink Communications*. In order to access cable TV, you must contact Management and get a Suddenlink Cable Box for your TV. There is a \$50 deposit for each box which will be returned to you upon return of all undamaged equipment.

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5. POOL AREA

The pool area and bath house are common areas for use by paying guests only. You may have only (2) visitors in the pool area at any time. Children under 12 MUST be accompanied by an adult. There is NO LIFEGUARD ON DUTY. Swim at your own risk. An emergency phone is located on the bath house for 911 Emergency use. **No food, beverages or glass containers are permitted inside the fenced pool area.** This is strictly enforced. No group parties or loitering is allowed. If you need to "reserve" the common area for an event, it must be pre-approved by Management. NO SMOKING within 25 feet of the pool or bath house.

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6. VEHICLES

PLEASE OBEY ALL POSTED SPEED LIMIT SIGNS! This is STRICTLY ENFORCED for the safety of all guests.

A few sites will accommodate more than one vehicle and there is extra parking east of the pool house and east of laundry in center of park. If you have a 2nd vehicle, small tow car, motorcycle or scooter, you may park it inside your designated parking area if it will fit completely inside your site's parking space. Golf carts are allowed but must be parked within your site area when not in use. No parking is allowed in roadways, on grass or on vacant sites. Working on vehicles is not permitted. You may wash your RV as needed but please limit water use. Storage of vehicles is prohibited, as well as open/ enclosed trailers, tow dollies, utility trailers or boats. We do not allow the use of 4-wheelers or dirt bikes. On-Site Mini storage and boat/trailer storage is available for a fee. (see park office for details) All vehicles must be properly licensed, insured and registered per state laws. No abandoned or inoperable vehicles are allowed.

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7. RV SITE AREA

RV site areas are required to be kept neat and free from unsightly clutter. Items stored outdoors are to be kept to a minimum and to those items that are designated for RV living. No decks, storage buildings, large storage containers, appliances, lawn mowers, fuel cans, trash cans, deep fryers, outdoor chimneys, large tools, saws, etc., are permitted. Any steps or landings that are constructed need prior approval. Extra rooms or tarped extension areas cannot be installed. Only "slides" that are manufactured on the RV are allowed. Absolutely no tarps on or around your RV unless there is a need to temporarily cover in case of a water leak. The leak must be repaired as quickly as possible and tarp removed. Gardening is limited to small flower pots. Please do not install flower beds, gardens, border materials or items that will "scar" the ground. Please do not nail or attach items to trees or shrubs. No clothes lines or outdoor laundry is permitted at any time. Please use the on-site laundry facility. No outside trash cans are allowed at your site. Three dumpsters are on-site for your convenience. Please consult management for any yard carpet for your site. The maximum size allowed is 8' x 10' and must be properly placed to minimize destruction of any grass. **Management reserves the final authority regarding all outdoor items.**

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8. SMOKING & ALCOHOL

Cigarette butts and their disposal is **STRICTLY ENFORCED**. If you smoke, please extinguish your butts and dispose of them at your site in your own receptacle and not on the ground. Please take extra care to see that butts are extinguished completely before discarding.

No smoking within 25 feet of the pool area! Alcoholic beverages are to be kept strictly at your site area. **NO EXCEPTIONS.**

No alcoholic beverages are allowed at the pool house or in the vicinity of the pool area per Texas State laws. Drunkenness and disorderly or abusive conduct will not be tolerated and eviction may result.

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9. CHILDREN

Parents and Guardians are responsible for the actions of their children, including destruction of property whether owned by the park or other paying guests. Instruct your children to refrain from entering other guest's sites or crossing between RV sites and vehicles. Please do not allow your children to play in any areas that are undergoing construction or renovation. Do not allow children to play on or around any construction equipment. Please obey all warning signs!

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10. PET POLICY

Spring Creek RV Park allows pets, but we have certain restrictions. Your pet(s) must be kept on a leash at all times while outside your RV and you must remain with your pet when exercising it. No outside pens, cages or doghouses are allowed. Pets may "go freely" in the wooded areas around the park. **PLEASE CLEAN UP** after your pet and please do not exercise your pet around the pool or bath house area. We do not allow certain aggressive breeds, such as Pit Bulls, Rottweilers, Chows, etc. Management reserves this right and will make the final decision should there be any question regarding certain pets.

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11. RECEIVING MAIL

If you wish to have mail sent to the RV park use the address 13390 Cr 4134 Tyler, TX 75704. UPS and FEDEX will deliver to site if you list the site number, USPS will not go to site. As a reminder the office is open M-F 7:00AM - 3:00PM and is closed on the weekends so if those hours do not work for you please get a PO Box as mail is not something we are required to offer.

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12. CONDUCT

Quiet hours are from 10 PM to 8 AM. Loud and disorderly conduct will not be tolerated at any hour and could be cause for eviction. Music and media is to be kept at a level to not disrupt your neighbors or their guests, especially between Quiet Hours. Complaints regarding this type of violation are strictly enforced. Be considerate of your neighbors!

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