



GALVESTON BAY RV RESORT

2000 TRI-CITIES BEACH RD † BAYTOWN, TX 77523

OFFICE 281-420-3200 † FAX 281-427-3842

LAT: 29° 41' 59" 70° N † LON: 94° 56' 38" 79° W

EMAIL: info@galvestonbayresort.com

Customer License Agreement

Galveston Bay RV Resort is a commercial property providing parking and associated services for recreational vehicle transient guest use. You are entering into a **License Agreement** with GBRV Resort and agree that you, as well as everyone staying in your RV are **Licensees** and that GBRV Resort is the **Licensor**. This license agreement is not transferrable and can be revoked at any time by management for any reason. You affirm that you are not entering into a Landlord / Tenant lease agreement and that you will not attempt to claim an establishment of residency while temporarily staying at a camping site or rental condo belonging to GBRV resort.

In the event that you default, fail to pay in full when bills are due or upon departure, or fail to leave within three days after receiving a notice of revocation of my license, you agree that GBRV Resort may file Theft-Of Service charges under Texas Penal Code 31.04, as well as take any / all other actions within GBRV Resort's legal rights, including having your RV and vehicles towed out of the park. In the event that towing becomes necessary, you will be responsible for all charges for towing and storage.

GBRV Resort's facilities and amenities are for the exclusive use of the Licensee and their registered family members & guests. In the case of families, the license is limited to four persons – two adults and two children. In the case of adults sharing a RV, the license is limited to two adults. Each person occupying the RV must be named on this license agreement. Commercial activities, sub-leasing, and unregistered guests are not permitted at the RV site.

Resort Management may at any time, for any reason, or for no reason at all, choose to not renew a customer's license or to take actions to revoke the license and eject the unwelcomed parties without providing refunds if there is evidence of violations of the GBRV Resort's Rules and Regulations, violations of this Customer License Agreement, or evidence of dishonesty / fraud.

You acknowledge that written or spoken words such as "eject", "evict", "eviction", "tenant", "renter", "residents", "occupants" or "guests" made by the customer, by an employee or manager of GBRV Resort are not to be misconstrued as an existence of a Tenant / Landlord relationship.

Initials _____

Payment Before Service

All Customers must pay in full before moving into a RV site, condo, or parking spot. Customers must pay before or by their daily / weekly / monthly due date. The Licensee acknowledges that in the event of non-payment or incomplete payment, management may take any or all of the following actions: assess late fees, turn off utilities, boot vehicles, impound (tow) vehicles. Any RV, vehicle or other property parked / stored in an unpaid / delinquent site may be towed or booted without warning.

Initials _____

Valid Credit Card on file / Updating your Info

Every Licensee must provide a valid Driver's License and credit card before services will be rendered. This card will be responsible for any outstanding charges incurred by the Licensee and/or his/her family, registered guests and pets. Every Licensee must promise to provide the resort with the most updated information including contact info, credit card numbers, and mailing address. Licensees also agree to authorize the resort to automatically charge the credit card on file for any outstanding balances. If you pull out of the resort without properly checking out or informing a staff member, you forfeit all deposits and any remaining balance, and you agree that we may charge your credit card on file for any outstanding balance.

Initials _____

Check In / Check Out Times and Procedures

Check in is at 2:00pm and check out is at NOON. If you need to check in earlier or check out later than the times stated, you must make arrangements with the front desk. Office hours are 9:00 to 6:00 Monday through Saturday and 1:00 to 6:00 on Sunday. If you are checking in after 6:00pm, you will need to call the office the day of arrival and give our representative your credit card over the phone. They will assign your site number. If you need to CHECK OUT early before our office opens at 9:00, you must make arrangements the day before or if an emergency departure, you can call the office the day you depart. Any money owed to you will be put back on your credit card.

Initials _____

No Refunds for Any Reason

We do not give refunds or credits for any reason, including early departures, changes during your stay, or changes to your employment or work status. If you are uncertain of the length of your stay or the status of your job / employment, we recommend you pay the daily or weekly rate. In the event a free amenity (WiFi, swimming pool, fishing pier, bath house) is temporarily closed, out of service or no longer offered, there will be no refunds or credits.

Initials _____

Automatic Renewals

If you are a weekly or monthly customer, your account will automatically be renewed to another week or month on your due date unless you inform us by phone, email, or written letter before or on your due date (by noon). If you wish to change from one rate plan to another (weekly / monthly) please inform us no later than noon on your due date.

Initials _____

Late Payments / Pro-rating / Partial Payments / Non-Payments

If you are a monthly Licensee, you will receive a statement a few days before your next payment is due. It is not our responsibility to chase you. A \$10 per day late fee will apply to all late payments. We reserve the right to automatically charge the credit card on file if Licensees are late or unresponsive. Making partial payments will not exempt you from late fees or stop us from shutting off utilities or taking other legal actions against you. We reserve the right to unplug a RV, lock electrical or breaker boxes, boot or tow any RV / vehicles in an attempt to collect a debt.

Initials _____

Evictions / Ejections / Removal

In the event of non-payment, delinquent accounts, trespassing, violation of the Rules and Regulations, breach of this License Agreement, abuse of GBRV Resort facilities and amenities, harassment or intimidation of staff, illegal activity, domestic disturbances, felony charges or other unspecified reasons, management may at any time revoke a customer's license and demand immediate removal from the resort. Management may use a variety of options including a Forcible Entry & Detainer, eviction filings, Theft-of-Service charges, trespassing charges and towing of all RV / vehicles in an attempt to remove the offending customer from our property. GBRV Resort will ensure to do everything in accordance with Texas law and give adequate notice to the Licensee being ejected.

Initials _____

Insurance

The Licensee will at all times subsequent to the commencement of the agreement and during the full term thereof maintain a policy of insurance on the RV, his/her vehicles, and all other personal property at the customer's sole expense against fire, theft, weather, flooding, falling trees or branches, or any other cause of loss or damage, and to include general public liability.

Initials _____

Making Reservations / Hold Deposits / Cancellations

Depending on our occupancy, guaranteed reservations may be accepted and held with a \$200 non-refundable deposit. If you fail to show up on the date of your reservation, you will lose your deposit and any other payments you have made.

In periods of high occupancy (demand), we will only hold a guaranteed reservation if full payment is made at the time of the reservation. In this situation the site will be yours on the agreed date regardless of when you actually arrive.

Initials _____

Additional Costs

Each RV site is limited to two adults and two children, two pets (dog or cat) and two vehicles (all must be registered with the office). If no children are present, the site is limited to two adults (anyone over 18 years of age). If the Licensee has an additional vehicle (golf cart, boat, motorcycle) that will fully fit within their assigned two parking spaces, there will be no additional charge. Costs for extras are:

Per additional Person, Pet, or Vehicle

| | |
|------------------|------|
| Daily Licensee | \$5 |
| Weekly Licensee | \$20 |
| Monthly Licensee | \$30 |

Initials _____

All Rights Reserved

GBRV Resort 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.

Initials _____

Rules and Regulations

Children

- * There is no lifeguard on duty at the pool. The parent or guardian is responsible for your children at all times and all places within the resort.
- * Children may not roam freely within the resort. Children are never permitted to be on or around another guest's site unless that guest has invited them to be there.
- * Children 12 or above may ride bicycles on resort streets without supervision. Children 11 and younger must be supervised by an adult when outside, anywhere on the property other than their own assigned site.
- * Children under 18 must have an adult present when in the pool area, or on the pier.
- * Children are not permitted at any time to play in or around the pond.
- * Children must be on their site between the hours of 10:00pm to 9:00am (curfew)

Pool & Pier

- * Pool and Pier are for Registered Guests only. You may not invite friends to join you.
- * Registered guests will receive a bracelet which must be worn when in/on the pool / pier.
- * The pier is open 24 hours per day. Remove your trash. Do not put fish remains in the dumpsters.
- * Pool hours are 10:00am to 9:00pm weather permitting. No glass allowed. No running, diving or horseplay. Posted rules will be strictly enforced.

General

- * **Speed Limit** in the Resort is 10 mph.
- * **No Parking** in the Fire Lanes, on the grass, or in other RV spaces. Your vehicles and equipment must fit within your assigned space. See the office if necessary.
- * **Vehicle Repairs** are not allowed.
- * **Skateboards, ATV's, mini-bikes & motor scooters** are not allowed in the Resort. Electric golf carts are permitted if driven by a licensed driver.
- * **Trash** – Do not leave trash outside. Dumpsters are for household garbage only. Do not leave litter and junk around your RV.
- * **Pets** – Pets must be inside your RV or on a leash at all times. Pets may not be left unattended outside. Pick up and dispose of any waste. There will be a \$25 fine if we have to pick up after your pet. No dog pens, vicious, aggressive or barking animals allowed. Pets that disturb others constitute grounds for immediate revocation of License.
- * **Open Fires** are not permitted. BBQ gas and charcoal grills are allowed.
- * **Kiddie pools** and hot tubs may not be installed within the Resort.
- * **Quiet Time** – 10:00pm to 6:00am.
- * **Loud Music** or anything else that disturbs other guests will result in termination of license.
- * **Generators** may be used for emergencies only between 7:00am and 10:00pm.
- * **Excessive alcohol** consumption or use of foul or threatening language is not permitted.
- * **Fireworks** and the discharge of any weapon including a BB gun or pellet gun is prohibited.
- * **Smoke Free Zones** – No smoking inside any building. Don't throw butts on the ground.
- * **Satellite Dishes** – Portable dishes are allowed. Permanent installations are not allowed.
- * **Canal Access** – the canal is not safely accessible. Do not attempt to climb down the bank.
- * **RV Sites** must be kept clean and free of clutter at all times. (no outside refrigerators, clothes lines, "indoor furniture", etc.) No screened rooms or porches. Nothing is to be stored under or around the RV site. We must be able to mow without moving things around.
- * **RV Condition** – The resort only accepts fully self-contained RVs in clean and good condition as determined by management.

Propane

- * Propane bottles will be refilled Monday to Friday between 9:00a, and 4:00pm.
 Set your bottle(s) outside the office door
 Write your name and site number on one of the wire-tags available there
 Your credit card will be charged and you can pick them up after 5:00pm.
- * By law we are not allowed to fill tanks older than 10 years.

Arbitration / Entire Agreement

This agreement constitutes the entire agreement and understanding between GBRV Resort and Guest and supersedes all prior oral or written agreements or representations between the parties. The Rules and Regulations are incorporated herein by reference as part of the agreement. In the event a customer-initiated dispute arises between the parties to this contract, it is hereby agreed that the dispute shall be referred to specific USA&M office for arbitration in accordance with the applicable United States Arbitration and Mediation Rules of Arbitration. The arbitration clause does not apply to cases involving eviction, ejection, theft-of-service, or trespassing.

These rules are designed for the safety and convenience of all guests, and to maintain a clean resort. Disregard for any of these rules will be sufficient reason to terminate your license without additional notice.

The Resort and Management are not responsible for loss, damage, or claims for damage to property, or persons, or guests due to fire, theft, or accidents from any cause.

The presence of a night watchman does not guarantee that you will not suffer loss due to theft. Take valuables inside. Lock your vehicles.

We reserve the right to refuse service to anyone at anytime, for any reason. Any rights or privileges granted to guests in the RV Resort is through a revocable license, which may be revoked at any time. You are not a TENANT with a LEASE.

I have read and received a copy of the License Agreement, the Park's Policies and Rules and agree to comply with all rules and regulations. I understand that I am a guest in the Resort through the extension of a Revocable License. I understand and accept that Management has the right to change the rules or rates at its sole discretion at any time. Furthermore, I authorize GBRV Resort to make any credit, criminal, background or other checks you deem necessary to grant and continue my usage license at Galveston Bay RV Resort.

Additionally, I understand that I am responsible for the actions of anyone staying with me in my RV, or visiting me on the premises. I will review these rules with everyone staying with me, or visiting me.

Guest Signature

date

Printed Name

Site # _____