

CASTLE VIEW RV PARK
9515 FM 2657
Kempner, TX 76539
www.castleviewrvpark.com

RULES & REGULATIONS

THE MANAGEMENT ASSUMES NO RESPONSIBILITY FOR ACCIDENTS, INJURIES OR LOSS FROM ANY CAUSE.

GENERAL: Castle View RV Park will not tolerate any onerous, noxious, or offensive activity of any sort that could interrupt and /or adversely affect the enjoyment of other parties utilizing our facilities. In the event of such onerous, noxious, or offensive activity, in the judgment of management, the parties responsible for such activities will be required to leave the park immediately, without a refund.

INDEMNITY AND WAIVER OF LIABILITY; Customer shall indemnify and hold Castle View RV Park and their owners, employees, agents, members, partners, officers, directors, representatives, successors or assigns (collectively, the "Parties") harmless from and against any and all claims, demands, costs and expenses, including reasonable attorney's fees, arising from any and all damages or injuries caused by fire, water, wind, civil strife, or acts of God, owner and / or customer actions or inactions (or those of their employees, agents, or invitees), or any other related to Customer's use, or occupation of the RV site.

ACCORDING TO TEXAS PENAL CODE SECTION 31:04 (b), any guest (s) who leaves without paying for site service or who refuses to pay for site service when due is subject to criminal prosecution. We are providing service hook-ups for your RV w/full amenities. We require full payment in advance and will prosecute any violations under the "THEFT OF SERVICES LAW".

DEPOSIT AND CANCELLATION POLICY: A credit card deposit for your first night is required to guarantee reservation. Deposit is charged at time of reservation.

Cancellation Requirements for Deposit Refund: If you are unable to honor your reservation, call and cancel prior to these deposit refund cancellation deadlines: Monthly RV site rental: Notify Castle View RV Park 30 days prior to your scheduled arrival date. There is a \$50 processing fee for cancellations as described above.

Cancellation Charges: A \$50 cancellation fee is charged for cancellations made prior to deadline. Cancellations after deadline will result in forfeiture of: RV (daily/ weekly) = full balance of stay. RV monthly = \$300.

Reservations are viewed as an agreement we hold the RV site for you and turn away other future guests, in return for your payment. No refunds for shortened stays. Any party exceeding the amount people on the reservation is reason for eviction without reimbursement. Full Payment for your booking is due at check-in. All cancellations are recorded. There are no cancellation refunds under any circumstance if cancellation guidelines are not met. NO REFUNDS on early departures.

ENTRANCE SECURITY GATE: You are not allowed to give out the gate code to non-staying guests. If someone is coming to visit you, you shall have them call you when they get to the gate and you need to walk up and punch in your gate code for them to gain access, violation to this rule is grounds for immediate termination of stay for any guest. Each occupied site cabin will have their own gate code. Upon check-out the gate code will be deleted.

If the electricity should go out at the park the keypad will not work. As soon as park management is notified, we will block the gate open until the electricity comes back on.

VISITING GUESTS: All Overnight Visitors (two nights or more) must notify the office at Castle View RV Park at (737) 667-4881 and sign required documents.

MAXIMUM OCCUPANCY: 6 people per RV site (excluding day visitors).

CHECK IN TIME: Check in time for RV Sites 1 pm-5 pm if you are going to arrive after 5 pm you will need to notify the office of Castle View RV Park. In the event of unforeseen circumstances, we reserve the right to move RV Site guest to an equal or higher priced accommodation at no extra charge.

NOTE: The maximum occupancy is highly monitored. Any party exceeding the maximum occupancy or having more people than what your reservation indicates is reason for eviction without reimbursement of site fee and deposits.

CHECK OUT TIME: Check out time for RV Sites is 12:00 pm. The Texas RV Park Occupancy laws state that as a guest of the park, when you are notified to vacate and if you do not quit and deliver up peaceful possession of the premises you now hold, the RV Park can legally tow and impound the RV.

LICENSEE OF OWNER - RV Site guest acknowledges and understands that he/she is a licensee of the Owner and not a tenant; and that he/she is not acquiring any interest in the property.

INSPECTIONS: Castle View RV Park inspects each RV site upon departure. Although we do not expect damages or theft, it sometimes occurs. We know there will not be any, but if damages (other than ordinary wear and tear) are found, any cleaning, and /or trash removal deemed excessive by the property owner, price is assessed and charged to the RV site user credit card on file or deducted from the deposit.

INCLEMENT WEATHER: During the cold spells, please wrap your water lines to help prevent water hose breakages and loss of water to your RV site.

GUESTS: RV Site Guest is responsible for their own proper conduct and that of all visiting guests, including the responsibility for understanding and observing all policies and rules. All visiting guests must sign in at the office before going to RV site. We have "NO TRESPASSING" signs on the property and at the entrance of the gate.

SAFETY: Safety and security is the sole responsibility of the RV site users. Castle View RV Park and their owners, employees, agents, members, partners, officers, directors, representatives, successors or assigns assume no responsibility or liability for the safety or security, or for injury caused by other persons. RV site users must immediately notify Castle View RV Park at (737) 667-4881, for any unsafe or security issues. RV site users shall not store any combustibles on premises. Nudity, profanity, and excessive noise will result in eviction without refund. No fireworks allowed!

INSURANCE: RV Site users acknowledge that Castle View RV Park insurance does not cover personal property damage caused by fire, theft, rain, war, acts of God, acts of others, and/or any other causes, nor shall Castle View RV Park and their owners, employees, agents, members, partners, officers, directors, representatives, successors or assigns be held liable for such losses. RV site users are hereby advised to obtain their own insurance policy to cover any personal losses.

ACTS OF GOD: Guest (s) acknowledges and understands that Castle View RV Park and their owners, employees, agents, members, partners, officers, directors, representatives, successors or assigns are not responsible for including but not limited to; Acts of God, acts of government agencies, fire, strikes, war, road maintenance, heights of rivers, creeks, lakes, or ponds, and inclement weather. NO REFUNDS will be offered.

Park Decorum:

Common Areas: All persons are expected to maintain the Common Area facilities in a clean, neat and orderly manner. Use of the Common Areas is a privilege. The privilege is subject to revocation if misused or abused.

Smoking: Smoking is not permitted in any Castle View RV Park buildings. All cigarette butts shall be completely extinguished and discarded respectfully.

Alcohol/Substance Abuse: Alcohol/substance abuse will not be tolerated. Please report any illegal or suspicious to Park Management.

Disorderly Behavior: Abusive or threatening behavior, excessive foul language, malicious gossip, and defacing or vandalizing park property is not allowed. Participation in any of the aforementioned activities may cause revocation of park privileges.

Children: Children under the age of 14 must have adult supervision in all common areas. Children must always be supervised and accompanied by a parent/guardian.

Quiet Hours: Weekdays: 10:00 pm – 8:00 am Weekends: 11:00 pm – 8:00 am

General:

Rents and Charges: Extended Stay RV Site Users and Overnighters shall pay rent to Castle View RV Park for a RV site, Electricity (not applicable to Daily & Weekly Guests), plus applicable taxes, in advance, on or before the 1st day of occupancy of the RV space. Site Fees shall be payable in lawful money of the United States to Castle View RV Park online or at the office. In the event, RV Site user fails to make full payment towards site fees, utility charge or other fees by 5pm on the due date, then RV Site user or Daily/Weekly Guests shall incur a late charge in the amount of \$25 first day, \$10 for the second and third day. If full payment is not paid by the third day by 5:00pm, RV Site user's electricity will be turned off, you will be notified to vacate. If you do not quit and deliver up peaceful possession of the premises you now hold, the RV Park can legally be towed and impound your RV.

Monthly RV Site Exit Notice: Required 30 days written notice before you leave Castle View RV Park.

Visitors: Visitors must park in one of the two parking spots available per site or overflow parking near the office.

Delivery Services: Deliveries made to RV Site users, Daily/Weekly Guests and Visitors shall not be received or accepted by Park Management. Park Management does not accept responsibility for refused items. All Deliveries must be made directly to the RV site of the recipient. If it does not have a site # on the address, it will be returned to sender. NO EXCEPTIONS. When guest leave the property, we will not forward mail to you, we are not a mail service.

Posted Rules: Special rules posted in specific areas of the Campground are incorporated in, and are made a part of, these Rules and Regulations and are to be followed and adhered to as such.

Emergencies: Dial 911 and notify Park Management at (737) 667-4881 for all fire, police and medical emergencies.

Solicitation: Soliciting of any kind is strictly prohibited within Castle View RV Park. Exceptions may be granted by Park Management.

RV Site users Vehicles: Approved: All RV Site User Vehicles must be approved before being placed in the park. All Vehicles are subbed to inspection and are accepted on the basis of length, age, appearance and condition. Vehicles over ten (15) years in age will not be accepted unless an exemption from the Park Management is obtained based on the overall appearance of the Vehicle. Only One or Two vehicles per site is permitted. One vehicle must be parked at each site and not in the overflow parking.

Recreational Vehicle: A Recreational Vehicles shall:

- A. Be self-contained and equipped with an approved sewer trap and vent;
- B. Have suitable utility connections) including a screw-type sewer adapter and hose) for external hook-up;
- C. Meet all federal, state, county and city requirements and RV codes.

Prohibited Vehicles:

- A. Converted school buses or trucks;
- B. Vehicles in need of mechanical repairs (e.g., oil leaks, excessive exhaust, etc.);
- C. Pickup camper not secured to the bed of a pickup;
- D. Any other vehicle, which in the opinion of the Park Management detracts from the intent, purpose or general appearance of the park.

Hook-ups: All hook-ups shall be properly made to the receptacles provided on each site in accordance with regulations or manufacture's specifications.

Prohibited Lines and Ropes: Connecting of lines, clotheslines, wires or ropes between vehicles, water risers, electrical pedestals, trees, landscape items or vent pipes are prohibited.

Wheel Covers: Wheel covers used on Recreational Vehicles must be aesthetically pleasing and are subject to approval by Park Management.

Prohibited Uses: It is prohibited to:

- A. Drive or park any vehicle on the grass (Buried utility facilities could be damaged, and sprinkler heads).
- B. Drive your vehicle through any unused site.
- C. Do not park your vehicle in another RV site or you will be charged for the site.

Damages: Any damages to common areas and facilities, landscaping, utility facilities or connections caused by a RV Site user, Daily/Weekly Guest or Visitor shall be the financial responsibility of the RV Site User or Daily/Weekly Guest.

Transportation Vehicles and Parking

Passenger Cars: Only passenger cars, including passenger vans, motorcycles, pick-up trucks or a golf cart may be parked on any RV space. One vehicle must be parked at each site and not in the overflow parking. No vehicles shall be parked so that any portion of the vehicle encroaches onto the street/driveway. Conversion Vans and truck-mounted Campers, not used as a residence, are considered passenger vehicles. If these vehicles are the only means of Transportation of the RV Site User, approval to park on the RV space must be obtained from Park Management.

Overflow Parking: Is only used for visitors and at time of check-in.

Prohibited Vehicles: Vehicles prohibited from being parked or stored on any lot RV space, or overflow parking include:

- A. Cargo, utility and golf cart trailers;
- B. Boats and boat trailers;
- C. Car dollies;
- D. Any vehicle that detracts from the intent, purpose or general appearance of the park.

For an additional monthly charge, there is storage parking on-site for these type vehicles.

Vehicles and Traffic: Speed Limit: A speed limit of ten (10) miles per hour on all roads inside the park. The speed limit is set purposely low to ensure the safety of all persons in the park. Traffic must flow in the one-way direction as dictated by signs.

Right-of -Way: Drivers, bicycle operators and pedestrians are urged to use extreme caution at all times to prevent accidents. the following right-of-way rules apply in the park;

- A. Drivers of motor vehicles and golf carts shall yield the right of way to pedestrians and bicycle operators.
- B. Bicycle operators shall yield the right of way to pedestrians.
- C. All motor vehicles, golf carts and bicycles must use the right side of the roads.

NO ONE SHOULD ASSUME THEY HAVE THE RIGHT OF WAY. ONE MUST YIELD TO ANOTHER. ALWAYS PROCEED WITH CAUTION, OBEY ALL SPEED LIMITS AND TRAFFIC CONTROL SIGNS.

Repairs: Repairing vehicles on RV spaces, roads, driveways or common areas is prohibited. A repair service or tow truck may be called to move your disabled vehicle to a place of repair, no repairs may be made on site. NO HOSE WASHING OF VEHICLES IS PERMITTED. Use of Mobile Wash Service is allowed.

Motorcycles/off-road vehicles: Motorcycles are to be parked in RV Site not on the concrete patio. ATVs, four-wheelers, go-carts, dirt bikes, golf carts, etc. are NOT permitted on the property except for maintenance employees of the park, used in the duties of their park jobs. Any party breaking this rule is reason for eviction without reimbursement of rents and deposits.

Pets: Pet Limit: dogs and cats are permitted but limited to no more than three (3) pets per RV site. Excluded Pets: Pets that present a danger or a nuisance to other people or pets. No aggressive pets allowed. No animal is to disturb others with loud barking from inside or outside your rig.

Droppings: All “droppings” must be picked up and properly disposed of by the pet owner in the owner’s garbage or the park dumpsters. You will be subject to \$50 charge for failure to pick up after your pet.

Pet Control: Pets shall be on leashes (electronic collars are acceptable leashes) at all times except in the dog park. Pets are not allowed in any common building or common areas.

Dog Park: The dog park may have large rocks, be unlevel and/or wet. Use at your own risk and discretion. You may remove the leash and let the dogs run free, as long as they are non-aggressive towards other dogs. A dog wash station is provided. Please help us keep it clean

Owner Responsibility: Castle View RV Park will be Hold Harmless from any and all claims, lawsuits, demands, causes of action liability, loss, damage and/or injury, of any kind whatsoever (including without limitation all claims for monetary loss, property damage, equitable relief, personal injury and/or wrongful death), any acts on the part of the pet. You the owner of the pet are responsible for any actions caused by your pet. Pet owners are responsible for any property damage, injury, and disturbances caused by their pets.

Pet Pens: No pet pens, permanent, portable, temporary, travel-type cages, or doghouses are permitted on the exterior of any RV Site.

Pond Rules: Pond may only be accessed if there is not an event or preparations for an event. No swimming allowed in the pond. No lifeguard on duty.

Fishing: Catch and Release Only

Risk: All persons utilizing the pond, “use at your own risk”. Castle View RV Park is not responsible for any accidents occurring at the water.

Mail: Castle View RV Park will accept letters under your name as long as it is registered with us under the site service agreement. (Your Name, @ Castle View RV Park, Site#) (9515 FM 2657, Kempner, TX 76539). Mail will be distributed in individual boxes no later than 5:00 PM each weekday.

RV Space Maintenance: Maintenance of the RV space and Recreational Vehicles, including all improvements and appurtenances, are the responsibility of the RV site user.

Privacy: Please respect your neighbor's right to privacy by using the streets, driveways and designated paths when walking through the park, rather than crossing through a neighbor's RV space.

Storage: Patio, decks and the un-skirted space under the Recreational Vehicle are not to be used for storage as this detracts from the appearance of the park. Storing flammable liquids in or around the Recreational Vehicle is not allowed.

Signs: Signs on individual RV Spaces are prohibited with the exception of the RV Site User name and space #. Bulletin board located in the laundry room allows you to place a 3 X 5 index card advertising items For Sale. You are not allowed to advertise items for sale and have nonregistered guests enter the Park. If you are selling something on Craigs list or something similar you will need to meet them off property. NO EXCEPTIONS!

Exterior Speakers: No loud or shrill exterior speaker, horn, whistle, bell or other sound device shall be located, used or placed within the park.

Clotheslines: No clotheslines are permitted on any space or the exterior of the RV. No garments, rugs, laundry or similar articles may be hung or suspended from the windows or outside of the Recreational Vehicle.

Window Screening Materials: No interior or exterior screening or shade materials including, but not limited to, aluminum foil, bed sheets, cardboard, tarpaulins, newspaper, blankets or other covering negatively affecting the exterior appearance of any RV shall be permitted.

Lighting: No spotlights, floodlights, or high intensity lighting may be installed on any RV Space.

Nuisance: No person may pursue any business, hobby or other activity within the park, which may in any way create a nuisance or cause a disturbance to others that will obstruct or interfere with the right of others to use or enjoy the Common Areas or their respective RV space (s). A person's activity may not in any way be harmful, dangerous or usage to the health, safety or welfare of any person or property within the park as determined by the Park Management.

Campfires: Campfires are only permitted in fire rings. NO EXCEPTIONS! Do not collect wood from park for campfires. Grills are allowed only in designated areas and in approved containers. Approval is subject to governmental burn restrictions. Exposed woodpiles are prohibited. Burn material may not be stored in an open area on any RV space. Trenching or digging of holes is not allowed at any time.

Litter/Waste: RV site users and Daily/Weekly Guests must maintain their sites litter-free, including cigarette butts. Please bag and tie all garbage and trash before placing it in the dumpsters located.

Utilities: Park Management requests the cooperation of all RV Site Users in the conservation of water and electricity. All sewage service is handled through septic systems. Absolutely no chemicals, hazardous products, or foreign objects (such as, feminine sanitary products) may be poured down the drains or flushed down the toilets.

Barbecues: Caution must be taken to protect tables and grass from damage. Do not place barbecue grills on picnic tables. Spent charcoal ashes (properly cooled) must be properly disposed of.

Fencing: No temporary or permanent fencing of any kind shall be permitted, unless authorized by Park.

Enforcement: The park shall have the right to enforce any current rule or regulation as listed and/or posted. any action undertaken to enforce, shall be in accordance with the following procedures:

A. Direct verbal communication or a written notice hand delivered to the RV Site user from the Park Management. Said notice shall contain the violation and the course of action requested in order to correct the violation. This step shall not be a required step, it may be used as a courtesy to the RV Site User.

B. In the event the violation is not corrected in a reasonable amount of time after receipt of the courtesy notice (verbal or written) mentioned above, or if Park management elects to forgo issuance of a courtesy notice; a Non Compliance Notice will be hand delivered to the RV Site user indicating the time frame required for compliance and the date of termination of RV Site if the violation is not corrected, in accordance with Texas statutes.

I have read and understand the rules and regulations. I certify that I am at least 21 years of age and that I will be held responsible for the care of the property being rented under my name. I accept full responsibility for the damage or extra cleaning charge assessed during or those discovered after departure from the above rental. I authorize these charges to be debited from my credit card or subtracted from my cash security deposit.

By signing below, I agree to abide by this agreement and understands that it is legally binding. All parties agree that in event of a dispute that the agreement will be interpreted in accordance with Texas law. RV site user shall be responsible for attorney fees and costs of owner and /or owner's agent incurred and arising out of any breach of this agreement by RV site user and/or RV site user's visitors. Visitors agree to indemnify and hold harmless the owner, owner's agents, owner's employee's owner's managers, and owner's agent's employees from and against any and all liability for any claim for personal injury, property damage, intangible damages, advertising injury, discrimination, or any other cause of action in tort, contract or equity arising out the acts or omissions of RV Site user and/or RV Site user's visitors.

Signature

Date

Printed Name

We are pleased to have you as our guest. We hope you have an enjoyable and relaxing stay while at
Castle View RV Park