



17310 FM 306
Canyon Lake, TX 78133

(830) 463-9805
Email: office@SiennaRidgeRV.com

TERMS AND CONDITIONS/RULES

This AGREEMENT is made on the _____ day of _____, 20____, between Sienna Ridge, LLC (SRRV) owning property located at 17310 FM 306, Canyon Lake, Texas, 78133 ("Property"), referred to herein as Owner, and _____ referred to herein as Guest. Owner grants a license to Guest and Guest accepts such license from Owner, for the term of this agreement, to occupy RV Spot # _____ of the Sienna Ridge, LLC, and being hereafter referred to as SRRV, on a non-exclusive basis, and pursuant to the following Terms and Conditions/Rules.

1. **Monthly Site Fee.** Guest agrees to pay a fee of \$525.00 monthly for RV spot beginning _____, 20____, payable without demand, either by credit card (a 2.5% convenience fee will be added to all charges) or check on the **1st** of each month. There is a 5-day grace period. If the monthly fee is not paid by the grace period (on the 6th of the month) there is a \$50.00 late fee and \$5.00 per day fee thereafter. After 72 hours, a removal/eviction notice will be given. If not paid at the end of 72 hours, the vehicle(s) will be towed at owner's expense, plus any attorney fees and/or court costs. **This Agreement does not create a Landlord/Tenant relationship, but merely grants Guest a license to occupy a RV Spot on the Property.** Owner reserves the right to relocate Guest's vehicle(s) to another RV Spot on the Property, and to terminate this license for any reason upon 5 (five) days written notice.
2. **Monthly Site Holding Deposit.** There is a \$200.00 holding deposit (non-refundable) per site which will then be converted into an electric deposit after the guest moves in. The deposit will be held until the guest departs. Then the deposit will be refunded minus the electric charges due for the last month and any damages or charges.
3. **Utilities/Cleaning.** Guest shall pay for electricity at the rate of \$0.08 per kwh, plus a service fee of \$5.25 per month and taxes. Cable, internet and water are supplied by SRRV without cost to the Guest.
4. **Assignment.** Guest shall not sublet the RV spot or allow any other vehicle to occupy the RV spot, or any of the Property, or assign this agreement without Owner's prior, express, and written consent.
5. **Default.** Any failure by Guest to pay rent or other charges promptly when due or to comply with any other term or condition of this agreement shall, at the option of Owner, promptly terminate this Agreement and forfeit all rights of Guest under this Agreement.
6. **Maintenance and Redelivery of RV Spot.** Guest shall keep and maintain the RV Spot in a clean and sanitary condition at all times, and on the expiration or earlier termination of the Agreement shall surrender the RV Spot to Owner in as good condition as when received, ordinary wear and tear and damage by the elements excepted.
7. **Guest Hold Over.** If Guest remains on the property with the consent of Owner, after the natural expiration of this Agreement, a new license to use the RV Spot, from month-to-month shall be created between Owner and Guest which shall be subject to all of the terms and conditions hereof except the monthly fee shall then be due and owing at \$525.00 per month and except that such use of the RV Spot shall be terminable upon fifteen (15) days written notice served by Guest.
8. **Indemnification** Guest shall indemnify, defend, and hold Owner harmless from any and all claims and damages (including reasonable attorney's fees and costs) arising from Guest's use of the RV Spot or from any activity permitted by Guest in or about the RV Spot unless caused by the gross negligence or willful misconduct of Owner. Guest shall further indemnify, defend, and hold Owner harmless from any and all claims and damages (including reasonable attorney's fees and costs) arising from any breach or default in the terms of this agreement or arising from any act, negligence, fault, or omission of Guest and from and against any and all costs, reasonable attorney's fees, expenses, and liabilities incurred on or about such claim or any action or proceeding brought on such claim. In case any action or proceeding shall be brought against Owner by reason of any such claim, Guest, on notice from Owner, shall defend it at Guest's expense by counsel approved in writing by Owner.
9. **Mandatory Arbitration.** Any dispute under this agreement shall be required to be resolved by binding arbitration of the parties hereto. If the parties cannot agree on an arbitrator, each party shall select one arbitrator and both arbitrators shall then select a third. The third arbitrator so selected shall arbitrate said dispute. The arbitration shall be governed by the rules of the American Arbitration Association then in force and effect.
10. **Governing Law.** This agreement shall be governed by, construed, and enforced in accordance with the laws of the state of Texas.
11. **Waivers.** Waiver by Owner of any breach of any covenant or duty of Guest under this agreement is not a waiver of a breach of any other covenant or duty of Guest, or of any subsequent breach of the same covenant or duty.
12. **Counterparts.** If this agreement is executed in multiple counterparts, all counterparts taken together constitute this agreement. Copies of signatures to this agreement are effective as original signatures.

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SITE RESERVATIONS: Site reservations are not guaranteed as to actual location. Sienna Ridge LLC will make every attempt to accommodate your request.

DAILY OR WEEKLY CANCELLATION POLICY: Any Reservation cancelled with 14 day or more notice will be 100% reimbursed. If Cancellation notice is received between 13 days and 3 days prior to scheduled arrival, SRRV will reimburse 80% of total reservation. Full reservation fee charged for all sites and dates if "no show" or if guest gives less than 2 days' notice prior to arrival date of cancellation. If you need to cancel your reservation, you must call the park **during business hours**. Business hours are 8:00 am – 8:00 pm. Email notifications are not accepted.

LATE ARRIVALS: All reservations must be paid in full, on day of arrival. If arriving after office hours, please fill out a late arrival form located in front of office. If not, reservations are subject to be cancelled.

CHECK IN/CHECK OUT: Check in time is 12:00 pm. Check out time is 11:00 am. An additional charge of \$100.00 per hour will be assessed for late departures with a one-hour minimum charge. All guests and visitors must check in at office upon arrival. Reservations not paid in full on arrival date are subject to cancellation. For monthly sites, a \$200.00 utility deposit will be required at check in.

REFUNDS: "Camping" is an outdoor experience. No refunds or credits provided due to the discomfort of nature. No refunds or credits will be made for early departures.

VIDEO/ CAMERA SURVEILLANCE: Property and buildings are monitored. Guest grants to SRRV, its representatives and employees, the right to take photographs of me and my property in connection with the above-identified subject. Guest(s) and visitor(s) authorizes Sienna Ridge LLC, its assigns and transferees to copyright, use and publish the same in print and/or electronically. I agree that SRRV may use such photographs of me with or without my name and for any lawful purpose, including for example such purposes as publicity, illustration, advertising, and Web content.

QUIET HOURS: 10:00 pm until 8:00 am. Children under 16 must return to their own site by 10:00 pm.

SPEED LIMIT: 5 mph or less throughout the park and is strictly enforced.

PROHIBITED: Extended use of generators, any tents, tent type/pop up type without hookups, tarps, overnight use of any kind of outside lighting as a consideration of other guests, fireworks, firearms, disorderly behavior, walking through other sites, oil changes and lubes, clotheslines, hanging clothes outside, hot grills on picnic tables, or any permanent connections, foundations, porches, storage buildings/units/trailers or similar-type structures, or roofs shall NOT be constructed. No digging, flag poles, signs, plantings, landscaping, stakes, lawn ornaments, etc. on sites. Do not cover grass with mats, carpet, etc. No ropes or chains tied to utilities, trees, or signs. Do not put nails in trees. No liquid waste of any kind may be dumped on ground or in dumpsters. All RVs must be clean & in good repair, or you will be asked to leave with no refund. All Guests may only use either one 30-amp connection or one 50-amp connection; use of both at the same time may cause damage to SRRV electrical system and/or your RV/travel trailer equipment. You will be responsible for any cost associated with the repair of any damages relating to using both 30-amp plug-in and 50-amp plug at the same time. No RV/vehicle/car washing in the park.

CHILDREN: Parents/caregivers are responsible for appropriate behavior of their children. Be aware of where your children are and what they are doing at all times. Children MUST be supervised in bath house and restrooms. Parent/guardian will be held financially liable for damages caused by their children.

VEHICLES AND TRAILERS: You are permitted one RV and **two** vehicles per assigned site. Do not park on patio, grass, another site, or in the road. Guest vehicles must be parked within your site on gravel only. Do not park or ride on grass, or through landscaping.

BICYCLE, ROLLERBLADES, SKATEBOARDS, SCOOTERS, MOTORCYCLES: Ride only on roadways and do not ride after dusk.

DRONES: Drones are not permitted anywhere on SRRV property for privacy and safety reasons.

JACK PADS: Please use jack pads on sites (wood, plastic, or rubber).

GOLF CARTS/UTV: (Electric Carts Only) MUST be registered at check in. No one under the age of 18 is permitted to drive any cart without a parent/guardian on board.

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LAUNDRY FACILITIES & BATHROOMS: Hours are from 8:00 am – 8:00 pm. Please do not leave clothes or other items unattended. Liquid detergent **only** is to be used in the washers. Any damages/repairs will be charged to the guest and you could be evicted for misuse of the machines. Please remove all laundry before 8:00 pm, as doors will be locked at that time. Machines take quarters only. A change machine is available in the bathhouse to exchange \$1.00 or \$5.00 bills.

SEWER CONNECTORS AND WATER SERVICE: Use of rubber donut or watertight collar on all sewer connections is required by law. SRRV water valves/spigots are frost resistant; however, water must be turned off and disconnected from the spigot and RV when temperatures drop below freezing. Guest is financially responsible for any damage from frozen valves due to non-conformance.

FIREWOOD, FIREPITS, FIREPLACES and BBQ/GRILLS: NO OUTSIDE FIRES PERMITTED IN SRRV. Wood/charcoal and propane burning BBQ Pits are allowed only on your own pad and must always be attended to. Absolutely no burning of garbage, paper, cans, glass, etc. in your BBQ pit is allowed.

ALCOHOL: Absolutely no public display, please keep in a koozie or cup.

MAIL SERVICES: See the office for details.

CABLE AND WI-FI SERVICE: SRRV will provide cable and Wi-Fi service at no charge to Guest. WIFI signal strength will vary throughout park. SRRV makes no guarantee as to availability and signal strength to each site. Some guests/RVs wall materials may weaken signal strength as well. No refunds or credits will be given if WIFI/cable system has service interruption.

OCCUPANCY: MAXIMUM of 4 people allowed (including Guests and visitors) per site at any one point and time, unless otherwise agreed by SRRV and Guest.

PETS: All pets/animals must be approved by Owner/Management prior to arrival/move-in. A limit of 2 domestic pets (dogs and cats only, unless otherwise approved in writing by Owner/Management). Farm, backyard or outdoor animals are prohibited within the park. All pets must be on a maximum 6' leash length when outside at all times. All pets must be current on all vaccines. Pets may not be left outside when owners are away from site, nor may they be left inside RV to continually bark. Excessive barking, growling, or any aggressive behavior will not be tolerated. If your pet is not under control, you may be asked to leave SRRV without a refund. Other than service dogs, pets are not allowed in the laundry area, or Sienna Ridge Office. DO NOT tie your pet to ANY SRRV property, including trees. **Clean up after your pet and properly dispose of all pet waste/litter in a proper receptacle. You will be fined and/or evicted if you are caught not cleaning up after your pet.** DISPLAY OF PET CAGES OR FENCES MUST BE APPROVED. The following Breed/Species restrictions apply: Pit Bull-Type, Rottweiler, German Shepherd, Husky-type (including Siberian breeds), Malamute, Doberman Pinscher, Chow-Chow and any Wolf-dog hybrid. Guest understands that they are solely liable for any damages to personal property or bodily injury to any individual(s) caused by Guests' dog(s) and that Sienna Ridge LLC will be held harmless if Guests' dog(s) cause any damages to personal property or bodily injury to any individual(s).

VISITOR POLICIES: All persons not registered to site at check-in will be considered visitors. Guests are responsible for their visitors and will be held financially responsible for any damage to SRRV property. Please make sure your visitor(s) are aware of the community rules. Those who do not comply will be considered trespassing. CAUTION: Please enter the site with care and safety. Damages to SRRV property is the financial responsibility of Guest.

ACCIDENTS/INCIDENTS: Must be reported to management and have a report filed no later than 24 hours of accident/incident. GUEST/RV: All units must be factory manufactured only. Typically, 10-year old and newer RV's will be allowed; however, SRRV may allow older units depending on condition and approval of management.

WILDLIFE: Please refrain from feeding the wildlife, as well as keep all food for pets inside your RV. While we love all animals, this could attract some of the more unpleasant ones that we would like to keep away from the park.

VENDORS: No sale or solicitation of any product including but not limited to: souvenirs, food, merchandise, etc. "For Sale" signs permitted only on private guests/vehicles.

SRRV is privately owned; its agents, employees, and representatives will not be responsible for, and assumes no liability, in the event of loss due to fire, theft, accidents, Mother Nature, or any other loss, whether it may be injury or loss of property.

Management also reserves the right to refuse service to anyone and to remove without prior notice, anyone who creates a disturbance, nuisance, or deliberately breaks any of Sienna Ridge LLC (SRRV) policies, Rules, Terms or Conditions.

Removal/Termination of this Agreement will be immediate and without reimbursement of any monthly fees. All information and rates are subject to change without notice.

Signature

Printed Name

Date

Signature

Printed Name

Date

Initial

Initial

Date