

## **THE NEW SEASON RV RESORT RV AND SITE STANDARDS AND REGULATIONS**

The New Season RV Resorts strives to be a Christian, family oriented establishment. Your satisfaction and enjoyment is important to us. We appreciate that you have chosen to spend your time with us and want to make sure you and all our guests enjoy their stay. With this in mind, we have outlined some basic RV standards and site standards to ensure that we maintain a standard of quality in our resorts and campgrounds.

**Please note, that these guidelines and examples are not intended to address all possible situations that may arise at a property. Individual campgrounds/resorts may have specific rules/regulations providing specific guidelines relating to their individual properties. If you have any questions or concerns, please feel free to stop by the management office at your convenience. Most importantly, we hope you enjoy your stay with us!**

### **PAYMENT:**

Payment is to be made at the time of arrival. We accept cash, check or credit cards.  
**THERE WILL BE NO TOLERANCE TO LATE PAYMENTS ON DAILY OR WEEKLY!**  
**MONTHLY RENTS ARE DUE ON THE 1ST OF THE MONTH!**

**A \$25 LATE FEE PER DAY WILL BE ATTACHED TO MONTHLY BILLS  
AFTER THE 5TH OF THE MONTH!**

### **MAXIMUM OCCUPANCY and PRICES:**

Prices are for 2 people per site for overnight stays, daily, weekly or monthly. Extra guests will cost \$5.00 per guest daily, \$10.00 per guest weekly, and \$25.00 per guest monthly.  
Maximum limit of 6 per site.

### **PRICES:**

**DAILY - \$50**

**WEEKLY - \$200**

**MONTHLY - \$400 + ELECTRIC @ 15¢ PER KW**

**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.

### **EARLY DEPARTURES AND REFUND POLICY:**

NO refunds for early departures on daily and weekly rates! If you are on a monthly rate and you have to leave before your current month is over **AND** you have been here for three (3) or more months, your rent will be reverted into a daily or weekly rate which ever fits the occasion. Then and only then will a monthly refund be considered and it will be at the park owner's discretion! If you have requested a monthly rate and you have only been here for a portion of the month, **THERE WILL BE NO REFUNDS! NO EXCEPTIONS!**

### **ENTRANCE SECURITY GATE:**

**Please bear in mind this is not a bump gate. If you cause damage to the gate or the opener you will be charged.** You must use a code for entrance and exit. Gate code will be changed on a needed basis. Please keep our number handy in case you are locked out. 361-510-3147 or 361-510-3247

**CHECK IN AND OUT TIMES:**

**IN:** RV's may check in anytime between Noon and 7PM.

Because of the trees there will be no after dark check ins allowed unless prior notice has been given and approved.

**OUT:** All RV's must be out by Noon. The Texas RV Park Occupancy laws state that as a guest of the resort, 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 Resort can legally tow and impound the RV.

**LICENSEE OF OWNER:**

RV site user 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 or establishing a tenant/landlord relationship or a permanent residency.

**INSPECTIONS:**

The New Season RV Resort 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, or the cleaning service, price is assessed and charged to the RV site user's 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 User 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 overnight guests **MUST** register at the office!

**SAFETY:** Safety and security is the sole responsibility of the RV site user and guests. The New Season RV Resort 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 and guests must immediately notify The New Season RV Resort at 361-510-3147, for any unsafe or security issues. RV site users and guests shall not store any combustibles on premises. Nudity, profanity, and excessive noise will result in immediate eviction without refund.

**INSURANCE:** RV Site users and guests acknowledge that The New Season RV Resort 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 The New Season RV Resort 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 The New Season RV Resort 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.

#### **DELIVERIES AND MAIL:**

**DELIVERIES** - All Deliveries via Fed-Ex, UPS or any other delivery service will be left in the black box outside the gate. If it does not fit in the box it will be left on the ground by the box. Guest(s) acknowledges and understands that The New Season RV Resort and their owners, employees, agents, members, partners, officers, directors, representatives, successors or assigns are not responsible for any deliveries left unattended.

**USPS MAIL** - Due to the circumstances of the USPS mail delivery service, we here at The New Season RV Resort will no longer be accepting mail for our guests. If you need to receive mail you will need to rent a PO Box from the post office.

#### **EMERGENCIES:**

Dial 911 and notify Management 361-510-3147 or 361-510-3247 for all fire, police and medical emergencies. Emergency address is 2349 County Road 1942 Aransas Pass, Texas 78336. Please be sure to give them **gate code** for entry and your lot number.

#### **SOLICITATION:**

Soliciting of any kind is strictly prohibited within The New Season RV Resort.

#### **QUIET HOURS:**

Sunday 10PM - 7AM

Monday 10PM - 7AM

Tuesday 10PM - 7AM

Wednesday 10PM - 7AM

Thursday 10PM - 7AM

Friday 12AM - 8AM

Saturday 12AM - 8AM

**Please be considerate of your neighbors with your radios, TVs and other noises.**

#### **CHILDREN AND VISITORS:**

Visitors must comply with all Park Rules & Regulations. You are responsible for the safety and conduct of your children and visiting guests. Children under the age of 14 must have adult supervision in all common areas including but not limited to the pond. Children must be supervised and accompanied by a parent/guardian at all times.

**ALCOHOL, SMOKING, DRUGS, FIREARMS:**

Dispose of smoking materials in proper receptacles. Do not throw them on the ground. This includes your site area. Smoking is prohibited in any Park building. Absolutely no discharge or use of firearms or fireworks is allowed. All weapons shall be kept in compliance with all applicable state and federal laws. ALL alcoholic beverages must be kept in a concealed container at all times while outside of your RV. No Disposable Glass Containers allowed in the park. The New Season RV Resort, or any of its representatives, staff or owner will NOT be responsible for people of any age, driving while under the influence. Criminal or drug related activity in or near the Park **WILL NOT** be tolerated and will be grounds for removal. **NO REFUNDS WILL BE GIVEN!**

**PETS:**

**We are a pet friendly park, however we must enforce rules to ensure that everyone's stay in the park is enjoyable.**

**Pet Limit:** dogs and cats are permitted, but limited to no more than 2 pets per RV site.

**Excluded Pets:** Any RV Guest having an animal that is deemed aggressive or noisy by park management will be terminated without a refund! Please keep your pet's actions and barking under control.

**Pet Control:** Pets shall be on leashes no longer than 6' in length at all times except down by the water after 5PM. You can remove the leash and let the dogs run and swim in the water, as long as they are non aggressive towards other dogs and animals. Please be aware that there may be snakes in and around the water. Pets are not allowed in any park buildings. Pets must not be allowed to dig holes in the park anywhere. Pets must never be left unattended outside your RV.

**Owner Responsibility:** The New Season RV Resort will be Held 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 permanent pet pens allowed! Portable, temporary, travel-type cages, or doghouses are permitted on the exterior of the RV Site as long as it is not unsightly!

**PARK ANIMALS:**

We have ducks that reside here at The New Season RV Resort. They roam freely throughout the park. There is also a variety of wild animals such as squirrel, raccoon, opossum, etc and birds of all kinds. Please respect their habitat at all times.

## **BEHAVIOR AND NUISANCES:**

Excessive noise/nuisances created by guests/visitors will not be tolerated. Common courtesy shall prevail between all persons on The New Season RV Resort property. Obnoxious, profane, abusive or threatening language, behavior and/or actions directed at The New Season RV Resort personnel or guests, or that could adversely affect the enjoyment of other parties utilizing our facility is prohibited; anyone engaging in such activity will be required to leave the Park immediately without refund at the sole discretion of Park management.

Damage to Park property, including but not limited to: restrooms; utilities; landscaping; vehicles; street lights or signage is strictly prohibited. Guests will be held responsible for the repair of any damages. We reserve the right to refuse service to anyone. The New Season RV Resort assumes no responsibility for fire, theft, vandalism, natural happenings, injury, accidents or losses from any cause. The New Season RV Resort is not responsible for any damage to vehicles caused by other guests/visitors. The New Season RV Resort is not responsible for any personal property. The New Season RV Resort reserves the right to limit the stay and number of persons per site. Willful violation of these rules will result in termination of guest and barring from the property. These Rules & Regulations supersede any previously written or discussed. Rules & Regulations; and rates may be changed at any time without prior notice. Report any problems to Park management immediately. 361-510-3147 or 361-510-3247

## **VEHICLE RULES:**

**All persons must have a valid drivers license in order to operate a motorized vehicle on Park property. All vehicles must be current on license and inspection as per state laws.**

**Passenger Cars:** Only passenger cars, including passenger vans, motorcycles, pick-up trucks or a golf cart may be parked on any RV space. Each Site has room for 2 vehicles to be parked at the site. No vehicles shall be parked so that any portion of the vehicle encroaches onto the street/driveway. DO NOT PARK IN THE GRASSY AREA of your Site or any other grassy areas unless designated Park parking.

**Overflow Parking:** Is only used for your 3rd vehicle or for visitors.

**Guest Parking:** The preferred location is at the RV site the guest is visiting. If this is not possible or practical, Guest will need to park in overflow parking.

### **Prohibited Vehicles:**

Any other vehicles and/or trailers unless written permission is given by park management.

### **Vehicles and Traffic:**

**Speed Limit:** Park speed limit is 5MPH and will be strictly enforced. You will get one warning to slow down. After that you will be asked to leave and no refund or deposit will be issued.

**Caution:** Please use extreme caution when using any motorized vehicle inside the park.

**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.

**Off-road vehicles:** ATV's, four-wheelers, go-carts, and dirt bikes are NOT permitted on the property. Any party breaking this rule is reason for eviction without reimbursement of rents and deposits.

**Golf Carts:** Please keep golf carts on designated roads and. Do not drive across grassy areas. Children under the age of 16 are NOT allowed to operate golf carts on park property.

## **RV STANDARDS AND APPEARANCE:**

### **WE ARE NOT PROPERLY EQUIPPED FOR PARK MODELS**

The quality of RVs in a resort or campground can contribute to or detract from the overall experience of all the campers. For this reason, we enforce some standards of appearance on RVs, similar to those in place at many other RV resorts and campgrounds. Our property rules state that “all vehicles must be operable and in good condition.” We think it may be helpful to outline a few examples of what is meant by “good condition.” Please note that “good condition” does not mean “new,” and we do not typically have an age limit for RVs. RVs must have current inspections and licenses. Overall, the RV should look and function as it was originally designed. While we can’t provide a list including every possible scenario, following are a few examples that should be helpful. If you are unsure about your RV you can send pictures for approval.

- **Doors, shrouds, panels, windows and coverings, etc. should be intact and not unsightly.**
- **Exterior should be not unsightly, and should be free of obvious, poorly-repaired damages.**
- **Tarps cannot be used for weatherproofing and awnings should be in good condition.**
- **Air conditioning units should not be added through the walls or windows.**
- **All hoses, wires, etc. should route through ports as originally designed.**
- **Exterior should be free of duct tape, repair tape, excessive caulk, etc.**
- **We can not tolerate any kind of a water leak. If your RV is found to have any kind of water leak, your water will be turned off until the leak is fixed. NO EXCEPTIONS!**

Isolated minor issues are generally acceptable, provided multiple issues aren’t combined to substantially deteriorate the appearance of an RV:

- **Minor body damage which has been properly repaired but is still visible.**
- **Fading of decals and/or paint.**
- **Minor window cracking, although replacements should be scheduled.**
- **Damage from traveling that has just happened, especially if you have a repair plan.**

**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.

**Repairs and maintenance:** Guests are allowed onsite RV repairs and maintenance. Long term Guest(s) are allowed 1 wash job with a water hose or pressure washer per year for their RV, but MUST register and approve times at the office 1 week prior.

## **RECREATIONAL VS. RESIDENCE:**

Guest(s) understand that The New Season RV Resort is meant to be a recreational facility and therefore will not maintain a tenant/landlord relationship. However we do offer long term month to month site rentals.

**TARPS, TENTS, SHADE STRUCTURES, OTHER STRUCTURES:**

Tents are permitted at the rate of \$15 per night and are limited to seven days. Easy-ups are allowed on a temporary basis for the day and must not be left erected and unattended at night. Carports are prohibited. Please do not use a tarp to cover any part of your RV or campsite. Exterior furnishings should be appropriate for outdoor/camping use. Indoor furnishings including but not limited to, sofas, chairs, refrigerators, freezers and kitchen tables are not allowed on your campsite. Porches/Patios will be permitted upon approval by management **ONLY! ALL** outside storage must be approved by management. **NO SWIMMING POOLS!**

**RV SPACE MAINTENANCE:**

Guest(s) are expected to maintain a clean and orderly site. No stacking or piling of unsightly junk or trash will be allowed and will be grounds for immediate termination after one written 24 hour notice.

**PICNIC TABLES:**

Picnic tables are NOT to be used as a cutting board, tool table, sawhorse, etc. They are to be used **ONLY** as what they are designed for. Do Not set BBQ pits or anything hot on them. Anyone caught using them in destructive way will lose it.

**BBQ GRILLS:** Caution must be taken when using BBQ grills. Do not leave lit grills unattended at any time. Do not place grills under tree lines. Do not empty hot coals on the ground.

**LITTER/WASTE/REFUGE:**

RV site users and Overnight campers must maintain their sites litter-free, including cigarette butts. Do Not leave bags outside overnight. Please bag and tie all garbage and trash before placing it in the dumpsters located at the entrance gate of the Resort. **Household garbage ONLY!** Dumpster is for RV site users **ONLY!**

**UTILITIES:**

**Non-Potable** well water is furnished at each site. 20/30/50 amp electric hook-ups are available at each site. Free WiFi is accessible at each site. We do not offer cable, however you are allowed a dish as long as it is mounted on the surface of the ground at a place that is approved by park management.

**FENCING:**

**No fences allowed.** Those having fences in the park at the time of this writing are grandfathered in until the time of their departure at which time they will be asked to remove said fence.

**LAKE RULES:**

Fishing is catch and release only. Swim at your own risk. There is no lifeguard on duty. Be aware that there may be snakes in and around the lake. All persons utilizing the lake, "use at your own Risk"! The New Season RV Resort is not responsible for any accidents occurred at the water, on the water, or on the dock. RV site users, and Overnight Campers are responsible for their Guests and Visitors at all times. The New Season RV Resort will be Held 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 guests or their visitors while using the lake or the paddle boat.

### **SWIMMING POOL – SWIM AT YOUR OWN RISK**

#### **NO LIFE GUARD ON DUTY**

Guest(s) acknowledges and understands that The New Season RV Resort and their owners, employees, agents, members, partners, officers, directors, representatives, successors or assigns are not responsible for any accidents including but not limited to drowning. Please follow the rules that are posted at the pool.

#### **DAMAGE:**

Park Guest(s) are responsible for any damage they or their visitors may cause to park property or animals.

#### **THIRD PARTY RENTALS AND SUBLETTING:**

**NOT ALLOWED AT ANY TIME! Will be grounds for removal with no refunds issued!**

#### **ENFORCEMENT:**

The New Season RV Resort 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, a written notice, or a phone text delivered to the RV Site user or Overnight camper from the Resort 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 or Overnight camper.

**B.** In the event the violation is not corrected in a reasonable amount of time after receipt of the courtesy notice (verbal or written or text) mentioned above, or if Resort management elects to forgo issuance of a courtesy notice; a Non Compliance Notice will be hand delivered to the RV Site user or Overnight camper 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.

***This is a privately owned and operated RV Resort. We reserve the right to evict, without prior notice to anyone who violates our guidelines. No refund of fees will be made in such event.***

#### **INDEMNITY AND WAIVER OF LIABILITY:**

##### **Legally Binding/ Attorney fees/ Indemnification and Hold harmless**

RV Site user agrees 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, RV site user visitors/guests agree to indemnify and hold harmless the owner, owners agents, owners 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, RV Site users visitor/guests.

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.

We are pleased to have you as our guest. We hope you have an enjoyable and relaxing experience while at The New Season RV Resort.

I, \_\_\_\_\_ at Site # \_\_\_\_\_,  
in The New Season RV Resort located at 2349 County Road 1942, Aransas Pass, TX 78336,  
hereby acknowledge that I have read and understand the foregoing Rules & Regulations and  
that I have been provided a copy of the same at the time of registration with the Park.  
Acceptance of the above mentioned Rules & Regulations is a condition of my site rental.

**AGREED TO AND ACCEPTED:**

RV Guest Signature			Date
<hr/>			
Street Address	City	State	Zip
<hr/>			
Phone	Driver License #	State Issued	
<hr/>			
Car Make	Car Model	License Plate	State
<hr/>			
The New season RV Resort Management			Date