

Bird Creek Park Site Service Agreement	Site/Address	Arrival	Departure
	Length of Stay (nightly, weekly, monthly)		Amperage (30/50)

### Customer Information

Name		Phone	
Address		Phone 2 (cell)	
City	State	Zip	Email

### Occupant Information

(Please complete a Resident Data Form)

Name & Date of Birth	Name & Date of Birth
Name & Date of Birth	Name & Date of Birth

Have you ever been convicted of a crime?  yes  no If yes, explain.  
A criminal background check will be conducted on all adults.

Please sign: \_\_\_\_\_

### Pet/Animal Information

(Please complete a Pet/Animal Agreement)

How many pets/animals?	Type of pets/animals	If dogs, list breeds
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### Unit and Vehicle Information

RV Unit Type	RV Unit license	State	Year	Size (length x width)
Vehicle 1 Type (make/model)	Vehicle license	State	Year	(color)
Vehicle 2 Type (make/model)	Vehicle license	State	Year	(color)

Nightly: \$40  
Weekly: \$215  
Regular Monthly: \$315 (+ electricity) <sup>1</sup>  
Premium Monthly: \$325 (+ electricity + trash + water/wastewater) <sup>1</sup>

**Rates are subject to change without notice.**

Additional occupants: \$2/night

<sup>1</sup> See Page 2 for rates

**General:** Management assumes no responsibility for accidents, injuries, or loss from any cause. Bird Creek Park will not tolerate any onerous, obnoxious, or offensive activity of any sort that could interrupt and/or adversely affect the enjoyment of other parties utilizing our facilities. Trailers, boats, and other recreational vehicles are not permitted to be parked on the property and empty RV sites shall not be used for parking of any kind. In the event of such onerous, obnoxious or offensive activity or violation of park rules, in the judgment of management, the parties responsible for such activities will be required to leave the park immediately, without a refund. The community rules are attached in the Bird Creek Park Rules and Regulations.

**Indemnity and Waiver of Liability:** Customer shall indemnify and hold owner harmless from and against any and all damages or injuries caused by fire, water, wind, civil strife, or acts of God, owner and/or customer actions or in-actions (or those of their employees, agents, invitees, or pets), or any other related to customer's use or occupation of the RV site.

**Theft of Service Law:** According to Texas Penal Code Section 31:04 (b), any guest who leaves without paying for site services or who refuses to pay for site services when due is subject to criminal prosecution. We are providing service hook-ups for your RV. We require full payment in advance and will prosecute any violations under the 'Theft of Services Law'.

**Affirmation:** I fully understand and accept the Rules and Regulations detailed in the Bird Creek Park Rules and Regulations.

- I agree to vacate the premises at the request of management if I violate these rules and regulations, without refund of any prepaid fees.
- This agreement does not constitute a landlord tenant agreement. Payment for sites is entirely for services rendered under a

Signature	Date	Drivers License # & State Issued
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For office use only

Prorated Rent: \$ \_\_\_\_\_ Security Deposit  Pet Agreement  Pool Agreement  Resident Data Form  Driver's License Copy  Rent Manager Set-up  RV Approval

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# Bird Creek Park

## Rules and Regulations

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### Arrivals and Departures

1. Check in time is at 12:30 pm. Check out time is at 12:00 pm.
2. There is a maximum of four (4) residents per site. Our standard fee is based on two adults and two children. See current rates for additional person charge.
3. Full payment is required at the time of reservation for daily and weekly guests; \$100 deposit required for monthly reservations.
4. All Monthly RV lot rentals are metered & charged for electricity used at a rate of \$.12/kwh. Monthly Premium RV lot rentals are also charged a base rate for water (\$4.81) and are metered and charged for water usage (\$3.70/1000 gallons) and wastewater (\$5.50/1000 gallons). Premium RV sites are also charged \$20 for trash collection.
5. Rent is due on the 1<sup>st</sup> of each month. A late fee of \$50 will be assessed on the 7<sup>th</sup> if payment has not been received.
6. A two-week move-out notice is required for all monthly rentals.
7. No refunds for early departure.
8. A Resident Data Form must be completed for all residents and on file with park management.

### Parking and Vehicles

1. One (1) vehicle limit on each site plus your RV. Overflow parking may be available. Please inquire at the office.
2. All vehicles including RV must have current registration, inspection and license plates.
3. All vehicles must be in operational condition.
4. Vehicles may not protrude from RV site into the flow of traffic.
5. No type of mechanical repair, whether to vehicle or RV, is allowed.
6. Speed limit in the park is 10 mph.
7. Parking is allowed in designated parking areas only. Parking in vacant RV sites will result in being charged the daily rate and/or vehicle being towed.
8. No parking on the grass.
9. Semi-trucks, flatbed/other trailers, 3 or 4 wheelers or boats are not allowed in the park.

### Rig and/or Site Appearance

1. We reserve the right to refuse service to any rig based on its appearance and/or condition.
2. Proper leveling blocks are to be used to level a rig. Cinder blocks are not allowed.
3. Steps should be the right size for your rig, and not hand-made.
4. Pressure regulators are recommended for your water connection.
5. It is mandatory that your sewer and/or gray water hose be kept in an accordion and have a sewer connection (sewer collar/donut) attached to prevent sewer gasses from escaping. Tank is to be kept closed, unless dumping.
6. No open flames or fireplaces, such as chimineas, open fire pits (small personal charcoal or gas grills are allowed on the gravel or pad).
7. Outdoor items should be neat and orderly. Mats and satellite dishes should be kept on your pad or gravel. No clothes lines are permitted.
8. Trash should be deposited in the dumpster on site.
9. Please put all cigarette butts in the proper container.
10. No storage containers are allowed on your site, unless they are under the rig and maintained in neat appearance.
11. No A/C window units are allowed.
12. All cords, cables and hoses should be bundled. No light duty extension cords allowed.
13. Ladders are to be attached to the rig.
14. Skirting is not allowed.
15. No swimming pools or trampolines are allowed on your site.
16. Holiday decorations must be removed within two (2) weeks of holiday.

### Pet/Animal Rules

1. All pets/animals are to be on a leash in owner's hand at all times while outside the rig. Animals are not to be left unattended outside the RV.
2. Clean up after your pet/animal on your lot and while walking.
3. Constant or frequent barking will result in you being asked to leave.
4. There is a 2 pet limit.
5. Service dogs, regardless of breed, are permitted with approval.
6. A Pet/Animal Agreement must be completed and on file with community management

### Pool Rules

1. Pool is for park guests only.
2. Pool is 'swim at your own risk.' No lifeguard on duty.
3. No children under 15 years of age allowed unless accompanied by an adult (18 years or older).
4. No alcohol, glass bottles, food or pets allowed in the pool area.
5. Pool Agreement must be completed and on file with park management.

### General Rules

1. Quiet hours are from 10:00 pm – 8:00 am. Loud noise and/or music coming from our lot, RV or car while driving in the community, at any time, may be subject to a fine.
2. You may not assign or sublet your site.
3. We do not guarantee the same site, if you choose to extend. Check with management for possible extension.
4. Security deposits are collected against default and damage to site, and will be returned within 30 days of departure with cleaned lot and all accounts current.
5. If a reservation is cancelled within two weeks prior to arrival, the security deposit will become non-refundable.
6. There is a \$50 late fee charged if payment is not received by the 6<sup>th</sup> of the billed month and there is a balance on the account.
7. There is a \$25 fee charged for returned checks. A cashier's check or money order will be immediately required to recover the amount of the returned check, \$25 fee and any other late fees applied to the account. If a check is returned, personal checks will no longer be accepted for future payments.
8. We are on a septic system. Do not flush paper towels, diapers, baby wipes, feminine products, condoms, needles, food, grease, or anything other than RV safe toilet paper.
9. No alcoholic beverage drinking is permitted outside resident's RV.
10. Discharging or displaying firearms, paintball, B-B, pellet, air guns, slingshots or any other type of weapon is prohibited.
11. We are on a year-round water conservation program. Please do not wash campers or vehicles, or waste water at any time.
12. Residents will be held liable for any damage to buildings, grounds, lots or water/electric meters if damage is due to their or their guest's/visitor's/children's negligence. Onerous, noxious or offensive activity, excessive noise, abusive language, interference with other tenants, disturbing the peace and willful or careless destruction of property in any manner will be cause for eviction. If law enforcement authorities are called for a disturbance at your site for any reason, you will be required to vacate the park immediately.
13. By law, Bird Creek Park is a service-oriented business and therefore does not have a tenant/landlord relationship with any daily / weekly / monthly guests.
14. Owner reserves the right to change the rules and rates without notice.

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Guest Signature

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Date