THREE RIVERS RV PARK LEASE AGREEMENT

This Lease Agreement ("Agreement") is made and entered into this _____ day of _____, 2026, by and between:

LANDLORD: Three Rivers RV Park LLC 109 FM 1042 Three Rivers, Texas 78071 Phone Number: (361) 436-2650 Email Address: trrvpark@gmail.com (hereinafter referred to as "Landlord")

AND

TENANT(S): Name(s): _____
Phone Number(s): _____
Email Address: _____
Driver's License Number(s): _____
Vehicle Make/Model/License Plate (Tow Vehicle/Truck): _____
RV Make/Model/Year/License Plate/State: _____
(hereinafter collectively referred to as "Tenant")
RV Insurance Company / Policy #: _____

ARTICLE I: PREMISES & TERM

Section 1. Premises Leased

Landlord hereby leases to Tenant, and Tenant hereby leases from Landlord, RV Site #_____ ("RV Site" or "Premises") located at Three Rivers RV Park, 109 FM 1042, Three Rivers, Texas 78071, for the parking and occupancy of Tenant's Recreational Vehicle (RV) and the enjoyment of the common areas of the RV Park, subject to the terms and conditions herein.

Section 2. Term of Tenancy & Maximum Transient Stay Limit

This Agreement shall commence on _____, 2026, at 2:00 PM and shall continue on a [Choose One: Daily / Weekly / Month-to-Month (continuous until departure)] basis until terminated by either party in accordance with the terms of this Agreement and applicable Texas law.

- **Maximum Transient Stay Limit (29 Days Maximum):** To prevent the unintentional accrual of residential tenancy rights or squatting risks under Texas law, **no daily or weekly transient guest may stay continuously at the park for more than**

- **twenty-nine (29) consecutive days** without formal management re-authorization. Any continuous daily or weekly stay reaching or exceeding 29 days must either vacate the Premises immediately or transition into a formal, signed Monthly Tenancy Agreement accompanied by the required monthly security deposit and submeter setup. Failing to vacate or transition upon reaching the 29-day limit constitutes criminal trespass under Texas Penal Code § 30.05 and theft of service under Texas Penal Code § 31.04.
- **Daily/Weekly Tenancy (Transient License):** Occupancy for periods under thirty (30) days constitutes a transient guest license to occupy the RV Site, not a residential tenancy. Daily and weekly occupants are licensees, not statutory tenants under Texas Property Code Chapter 92. Failure or refusal to vacate the Premises immediately upon the expiration of a paid daily or weekly stay (or upon reaching the 29-day transient maximum limit) without Landlord's express written extension constitutes criminal trespass under Texas Penal Code § 30.05 and theft of service under Texas Penal Code § 31.04, subjecting occupant to immediate removal by law enforcement.
- **Extended Daily Stay Transition & Submetering Threshold (5 Days):** To prevent excessive utility consumption and ensure equitable operating costs, any daily guest staying five (5) or more consecutive days may, at Landlord's sole discretion, be required to transition immediately to a Weekly or Monthly Agreement rate structure, or be placed on pedestal electric submeter tracking where electricity usage is no longer absorbed by the park and must be paid by the guest at actual pass-through rates.
- **Monthly Tenancy:** For stays of thirty (30) days or longer, tenancy is governed as a residential tenancy under applicable provisions of Texas Property Code Chapter 92, requiring written notice and formal judicial eviction procedures under Texas Property Code Chapter 24 in the event of default.

ARTICLE II: RENT, UTILITIES, DEPOSITS & FEES

Section 3. Rent & Payment Terms

Tenant agrees to pay the following rent and fees:

- **Base Rent:**
  - Daily Rate: $30.00 per day *(electricity included)*
  - Weekly Rate: $110.00 per week *(electricity not included)*
  - Monthly Rate: $350.00 per month *(electricity not included)*
  - Custom Agreed Rate: _____ per [day/week/month]

Rent is due in advance on the first (1st) day of each calendar month for monthly tenancies, or upon arrival on the same day each week/day for weekly and daily stays.

Section 4. Utilities & Electric Submetering

- **Water/Sewer & Trash Service:** Water, sewer, and standard trash service are included in Base Rent.
- **Electricity:**
  - **Daily Stays:** Standard electricity is included in the base rental rate.
  - **Weekly and Monthly Stays (Separately Metered / Submetered):** Weekly and monthly tenants pay separately for electricity based on actual kilowatt-hour (kWh) usage measured by the pedestal submeter assigned to their RV Site, calculated and governed as follows:
    - *Rate Calculation:* The per-kWh rate is a 100% direct true-cost pass-through determined by calculating the Landlord's actual average cost per kWh from the park's electric utility provider (averaging approximately $0.17 to $0.18 per kWh), with zero markup or administrative surcharge.
    - *Photographic Logging & Verification:* Pedestal submeters will be read and photographically documented upon arrival, on the first (1st) and last day of each calendar month, and on the day of departure. Landlord archives a timestamped photograph for beginning and ending readings (Ending Read − Beginning Read = Total Billed kWh).
    - *Payment & Departure Settlement:* Invoices are issued monthly or upon departure and are due within five (5) days of issuance (or immediately upon check-out). Final electric usage up to the departure meter reading will be calculated and deducted directly from the security deposit or charged to the card on file.

Section 5. Security & Utility Deposit

- **Daily Stays:** No security deposit required ($0.00).
- **Weekly Stays:** A refundable security and utility deposit of $50.00 is required upon signing this Agreement to secure against site damage, trash/debris left behind, unpicked pet waste, and final electric utility charges upon departure.
- **Monthly Stays:** A refundable security and utility deposit of $150.00 is required upon signing this Agreement to secure against physical site damage and final electric utility balances.
- Security Deposit Paid/Waived for this Agreement: _____ (If waived, write $0.00 or 'Waived')

The security deposit (less lawful deductions) will be returned to Tenant within 30 days after Tenant vacates the Premises and provides Landlord with a written statement of Tenant's forwarding address (via text, email, or letter), in accordance with Texas Property Code Section 92.107.

Section 6. Additional Fees & Balanced Penalty Structure

- **Late Fee:** If rent is not received by 11:59 PM on the third (3rd) day of the month, an initial late fee of $25.00 will be assessed on the fourth (4th) day, plus an additional $5.00 per day thereafter, not to exceed 12% of the monthly base rent (Texas Property Code § 92.019).
- **Returned Check Fee:** $35.00 for any returned checks.
- **Pet Fee:** Up to two (2) approved domestic pets are included completely **free of charge ($0.00)** to keep the park friendly and welcoming to animal lovers. Must remain leashed at all times.
- **Additional Vehicle & Trailer Allowance:** Each site includes one RV and up to two (2) personal motor vehicles (3 total motor vehicles allowed per site) parked entirely on the site pad at **no extra charge ($0.00)**, ensuring families and working tenants are never nickel-and-dimed on standard parking. Any excess unapproved vehicles or unauthorized utility trailers blocking common areas or roads incur a strict $30.00 removal fee or towing.
- **Pet Waste Violation Fee:** $35.00 per occurrence for failure to pick up pet waste.
- **Site Cleanliness & Cleanup Fee:** $25.00 per occurrence for site cleanup required due to loose trash, uncollected bottles/cans, or debris.
- **Mandatory Card on File & Square Processing:** All tenants must maintain a valid credit/debit card on file via Square. Tenant authorizes Landlord to charge the card on file for rent, metered electric invoices, late fees, pet fees, site cleanup, or damages. A 3.0% electronic processing surcharge applies to card payments (avoided by paying base rent via fee-free cash, cashier's check, or money order).

ARTICLE III: AMENITIES & SERVICES

Section 7. Wi-Fi / Internet Access

Complimentary shared high-speed Wi-Fi (capped at ~30 Mbps) is provided **100% free of charge** to all tenants to support remote work and streaming.

Section 8. Complimentary Gym Membership (Momentum Fitness)

For active, paying monthly tenants in good standing, Landlord provides **one (1) fully complimentary monthly gym membership** per RV site to Momentum Fitness, giving tenants complete free access to premium local fitness facilities.

- *One-Time Activation Fee:* Tenant is solely responsible for paying a one-time non-refundable activation/key card fee of $20.00 directly to Momentum Fitness upon registration.

- *Monthly Renewal Notice:* Memberships do NOT automatically renew. Tenant must notify Landlord in writing (text/email) at least five (5) days prior to the end of each calendar month to authorize and pay the following month's dues.
- *Disclaimers:* Momentum Fitness is an independent third-party facility. Tenant must comply with all facility rules and execute their liability waivers. Membership is a revocable courtesy amenity, non-transferable, cannot be redeemed for cash, and is immediately revoked if tenant is delinquent on rent/utilities or violates park rules.

ARTICLE IV: SITE USE, MAINTENANCE & REPAIRS

Section 9. Maintenance & Condition of Premises

Tenant shall keep the RV Site clean and orderly. Tenant acknowledges Texas Property Code repair disclosure rights (Section 92.056/0561) requiring written notice for health and safety repairs.

Section 10. Right of Entry

Landlord reserves the right to enter the RV Site at reasonable times for maintenance, repairs, inspections, or emergencies.

Section 11. Compliance with Park Rules & Regulations

Tenant agrees to abide by all park rules (Exhibit A). **Surge Protector Requirement:** All tenants must use a UL-listed RV surge protector at the pedestal; Tenant assumes all risk for electrical damage.

ARTICLE V: LIABILITY, INDEMNIFICATION & INSURANCE

Section 12. Liability & Indemnification

TEXAS LAW WARNING: This RV Park has limited liability for your property. Tenant assumes all risks associated with use of the site and facilities. Landlord is not liable for theft, vandalism, fire, natural disasters, or utility interruptions unless caused by gross negligence. Tenant agrees to indemnify and hold harmless Landlord.

Section 13. Mandatory RV Insurance

Tenant is strictly required to obtain and maintain active RV Comprehensive and Liability Insurance (minimum $100,000 coverage) for the entire duration of their stay.

Section 14. Health, Safety & Environmental Disclaimers

Includes medical/accident disclaimers (dial 911) and Wildlife/Natural Conditions disclaimers regarding native South Texas wildlife (snakes, scorpions, javelinas, coyotes) and uneven terrain.

ARTICLE VI: DEFAULT, TERMINATION & REMEDIES

Section 15. Termination of Tenancy

- *By Tenant:* 24 hours written notice for daily/weekly stays; at least 7 days written notice prior to departure for monthly tenancies.
- *By Landlord (Without Cause):* 30 days written notice for month-to-month tenancies.
- *By Landlord (For Cause):* Immediate termination for non-payment, rule violations, illegal activity, nuisance, or harassment.

Section 16. Eviction & Theft of Service

Unlawful overstays or failure to vacate constitute criminal trespass (Texas Penal Code § 30.05) and theft of service (Texas Penal Code § 31.04).

Section 17. Abandoned Property & Statutory Landlord's Lien

Pursuant to Texas Property Code Chapter 54, Landlord holds a landlord's lien. Property left unattended for 10 consecutive days is deemed abandoned, subject to removal, storage fees ($15/day), and eventual disposal or auction after 30 days written notice.

ARTICLE VII: GENERAL LEGAL PROVISIONS

Section 18. Assignment & Subletting

No unapproved assignment or subleasing of the RV Site is permitted.

Section 19. Governing Law & Venue

Governed by Texas law. Exclusive venue lies in the Justice of the Peace Court, Precinct 1, or County Court of Live Oak County, Texas. Mutual waiver of jury trial.

Section 20. Entire Agreement, Severability & Binding Effect

Consists of this Agreement and Exhibit A.

Section 21. Early Termination, Re-Rate & Promotion Forfeiture Policy

- **Early Termination & Re-Rate:** If a monthly or weekly tenant breaks their agreement early, any long-term discount is forfeited. The stay will be re-rated at the standard Daily Rate ($30.00/day) or Weekly Rate ($110.00/week) for the exact duration occupied.
- **Metered Electricity on Early Departure:** Tenant remains fully responsible for actual metered electricity usage (kWh) consumed up through the date of departure, deductible from the security deposit or charged via Square.
- **Promotion & Gym Membership Forfeiture:** The complimentary Momentum Fitness gym membership and promotional perks are exclusive courtesy benefits for active monthly tenants completing their full contractual commitment. If a tenant redeems or utilizes the complimentary gym membership or promotional perk, they permanently forfeit any right or eligibility to pro-ration, partial-month refunds, or discounted rate adjustments upon early departure, resulting in immediate forfeiture of monthly discounts and strict re-rating at daily or weekly rates plus full metered electricity with zero pro-ration.

EXHIBIT A: THREE RIVERS RV PARK RULES AND REGULATIONS

Welcome to Three Rivers RV Park! Please review and respect our rules to ensure a pleasant stay for everyone.

1. CALL HOURS / CONTACT: There is no park office. For all inquiries and contact with management, please call Veronica Tovar at **(361) 436-2650.** Call Hours: Monday - Sunday, 9:00 AM to 8:00 PM. For park-related emergencies, call (361) 436-2650. For life-threatening emergencies, dial 911.

2. CHECK-IN / CHECK-OUT: Check-in Time: 2:00 PM | Check-out Time: 12:00 PM (Noon)

3. MAIL SERVICE: The RV Park does not receive mail or packages for tenants. All tenants are required to make arrangements for mail delivery to a personal P.O. Box or other off-site address.

4. SPEED LIMIT: The speed limit within the park is strictly 5 MPH. Please drive safely and watch for children.

5. QUIET HOURS: Quiet hours are from 8:00 PM to 8:00 AM. Portable generators must be placed on a hard surface and are strictly prohibited from running during quiet hours.

6. PETS: Maximum of two (2) pets per site, allowed **completely free of charge ($0 pet rent/fees)**! Must be kept on a leash at all times. Pet waste must be picked up promptly to maintain clean park grounds ($35 fee for unpicked waste). Not allowed in service/utility buildings.

7. RV SITE APPEARANCE: Keep sites clean and tidy. No excessive outdoor storage or clutter. Only outdoor patio furniture is permitted. No clotheslines, permanent structures, sheds, or fences without written approval. On-site washing of RVs, trailers, or vehicles is strictly prohibited. Only well-maintained, habitable RVs are permitted.

8. UTILITIES, PEDESTALS & GAS CONNECTIONS:

- **Dedicated Receptacles:** Connect only to the single receptacle rating matched to your RV. Multiple receptacles or unapproved homemade adapters/splitters are strictly prohibited.
- **Electric Vehicle (EV) Charging Prohibited:** Level 1 or Level 2 charging of Electric Vehicles, plug-in hybrids, or high-draw non-RV batteries from pedestals is strictly prohibited ($75 safety penalty) due to fire and grid hazards.
- **Surge Protection:** All RVs must use a UL-listed RV surge protector at the pedestal.
- **Yellow Tamper-Evident Meter Tags:** Tampering with, breaking, or opening meter seals constitutes utility theft under Texas Penal Code §§ 28.02 and 31.04 ($250.00 tampering penalty and immediate eviction).
- **Pedestal Clearance:** Maintain a minimum 3-foot clearance around pedestals at all times.
- **Water & Freeze Protection:** Do not tamper with vacuum breakers or park-installed Freeze Miser valves. Disconnect freshwater hoses during freezing weather (at or below 32°F) and use onboard tanks. Tenant is liable for freeze/flood damage.
- **Sewer & Footloose Caps:** Maintain airtight connections. Do not drive over Footloose sewer caps ($50 replacement fee). Use sloped sewer hose supports. Keep black tank valves closed until dumping.
- **Propane Safety:** UL/CGA certified factory-crimped hoses only. No external residential appliances (freezers, extra washers/dryers, window A/C units) outside the RV.

9. TRASH DISPOSAL: Place all trash in tied bags inside the designated dumpsters. Do not leave trash outside overnight. Dumping oversized items (furniture, mattresses, appliances) incurs a $50 disposal fee.

Tenant Initials: _____ Landlord Initials: _____

10. CHILDREN: Must be supervised by an adult at all times in common areas.

11. VISITORS / GUESTS: Tenants are responsible for the conduct of their visitors and guests.

12. VEHICLES: One RV and up to two (2) personal motor vehicles are included **completely free ($0)** per site, provided they fit entirely on the pad. No on-site vehicle repairs or fluid changes. Unauthorized or blocking vehicles are subject to towing.

13. BBQ PITS, SMOKERS & FIRE SAFETY:

- **Clearance & Setback:** BBQ pits and smokers must be placed safely away from brush, trees, dry grass, and RV structures (minimum 10 to 15 feet clearance required).
- **Site Positioning & Ventilation:** Pits must be positioned toward the front of the RV site to ensure proper ventilation, prevent smoke intrusion into neighboring units, and maintain clear fire lanes.
- **Supervision & Extinguishment:** All outdoor cooking fires, barbecue pits, and smokers must be constantly attended by an adult and fully extinguished after use. Campfires are permitted only in designated fire rings.

14. PROHIBITED ACTIVITIES: No illegal drugs, fireworks, soliciting, utility siphoning, knocking on private residences, or trespassing in gated areas. Disruptive, harassing, or disorderly behavior will result in immediate eviction. No commercial businesses operated from sites. Firearms/weapons must be stored/handled in compliance with Texas law; open carry or brandishing in common areas is strictly prohibited, and discharging any projectile weapon is strictly banned.

15. DAMAGE TO PARK PROPERTY: Tenants are financially responsible for any damage caused by them or their guests.

16. MANAGEMENT RIGHTS: Management reserves the right to refuse service or evict anyone violating park rules.

17. SECURITY: The park is under 24/7 video surveillance for monitoring purposes.

18. WILDLIFE & OUTDOOR AWARENESS: Live Oak County is a natural habitat for wildlife (snakes, scorpions, javelinas, coyotes). Exercise caution, keep food secured, wear proper footwear, and carry a flashlight at night.

Tenant Initials: _____ Landlord Initials: _____

Section 22. Integration, Document Integrity & Entire Agreement

- This Agreement, together with Exhibit A, constitutes the entire agreement between Landlord and Tenant.
- Tenant acknowledges and agrees that all pages of this Agreement (including Exhibit A) have been reviewed, and that no separate signature pages or detached acknowledgments are valid unless attached to the complete, unbroken text of this Agreement.
- Any attempt to alter, detach, or separately execute parts of this Agreement renders the agreement voidable at Landlord's sole discretion.

ACKNOWLEDGMENT & SIGNATURES

Tenant acknowledges receipt, reading, and agreement to all terms of this Lease Agreement and Exhibit A.

LANDLORD: Three Rivers RV Park LLC
Signature: _____ Date: _____, 2026
Printed Name: _____

TENANT 1:
Signature: _____ Date: _____, 2026
Printed Name: _____

TENANT 2:
Signature: _____ Date: _____, 2026
Printed Name: _____