

Campground Site Licensing Agreement for Transient or Temporary Use
Clear Creek RV Park

This site service agreement (the "Agreement") is made and entered into by the undersigned parties (defined below). This agreement is a **licensing** agreement allowing for the use of a site by transient or temporary guests of Clear Creek RV Park and shall in no way be construed as a landlord-tenant agreement.

1. RVSite:

Clear Creek RV Park ("The Campground") hereby provides service(s) on Site # _____ of the campground at 3215 FM 2657, Copperas Cove, Texas, 76522.

Guests acknowledge and agree that **use of a specific site is not guaranteed**, and they may be required to change sites upon written notice from the Campground.

2. Term:

The initial term of this agreement shall commence on _____ (the "effective date") and end one month after the "effective date". This period of time is referred to in this agreement as the "initial term". Unless termination, submitted in writing, by either party after the expiration of the initial term, this agreement shall **automatically continue, on a month-to-month basis**, for a maximum period of up to 6 months, at which time a new agreement must be completed.

3. Number of Occupants:

The basis price of the site includes up to 2 people. Additional guests, 7 years of age or older, are \$20.00/month. Children 6 and under are free. Guests agree that the site shall be occupied by no more than _____ adult(s) and _____ child(ren) under the age of 18 years old, without the written consent of the campground.

4. Pets:

Clear Creek RV park must approve pets in writing. **Breed restrictions apply**. Maximum of 2 pets per site. The pet fee is \$15.00 per month.

5. Park Rates, Other Charges, and Late Fees:

The initial rate shall be _____ per month for 2 people. Additional people are charged at a rate of \$20 per month. Fees shall be paid in advance and without demand beginning on the effective date of the initial term and thereafter on the 1st day each subsequent month. **Rates are subject to change with at least a 30-day notice**. All payments are due and need to be made payable to the Campground at the address provided above. Guest shall also remit payment to Clear Creek RV Park for all electrical power charges used by guest in connection with the use of the RV site, which will be billed monthly on the site. Clear Creek RV Park will assess a \$50.00 late fee if the total amount of fees or any other charges due under the terms of this agreement are not received on (or before) the due date.

REV 06/30/2025

Initials: _____

Initials: _____

6. Deposit:

Upon the effective date of this agreement, guest(s) agree to pay the Campground \$100.00 deposit against default, damages, or unpaid fees, including final electricity billing. The deposit, less any amounts owed the Campground, shall be refunded to the guest(s) within 30 days upon termination or expiration of this agreement as long as the guest(s) have not committed any Acts of Default (as defined below) and has fulfilled all other provisions of this agreement, including the covenant to occupy the RV Site, pay fees and other charges due for the full term of this agreement.

7. Rules and Regulations:

Guests, their invites, and all occupants, shall comply with the written rules and regulations provided to the guest(s) (a copy of which is attached here to Exhibit A and incorporated herein for all intents and purposes). Guests agree to comply with all state and federal laws, rules, ordinances, and regulations applicable to the property. Guests agree to comply with all changes in the rules or regulations that Clear Creek RV Park may make.

8. Campground's Right to Terminate Agreement:

Clear Creek RV Park may terminate this agreement for any reason and at any time by providing the guest(s) a notice to RV Site ("Notice to Vacate"). The guest(s) agrees to render peaceful possession of the RV Site to Clear Creek RV Park within three (3) days of the date provided on the notice to vacate. **The 3-day notice shall NOT be required to terminate if termination is the result of an ACT of Default (as defined in #10 below).** Upon the guest(s)' peaceful surrender of the RV Site to the Campground and subject to the provisions of section 10 of this agreement, Clear Creek RV Park will refund to guest(s) the proportionate amount of any unused fees previously paid by Guest to Campground.

9. Cancellation:

Cancellation fees apply and will be deducted from the Deposit as follows. NO REFUND WILL BE GIVEN unless the reservation is cancelled **prior** to an Effective Date.

- a. 15 days or more notice - 50% refund
- b. 14 days or less notice - 25% refund

10. Early Termination by Guest:

If guest(s) ends this agreement early, Clear Creek RV Park can recover any unpaid fees for the rest of this agreement, plus any court costs and legal fees.

11. Default by Guest:

The following acts will be recognized as defaults by guest(s):

- a. Failure to pay on time, or other lawful charges when due under this agreement.
- b. Giving false information on any application to Clear Creek RV Park.
- c. Guest(s), guest's visitors and/or occupants' failure to comply with any rule, regulation or term, covenant, or condition of this agreement.
- d. Guest has substantially breached the terms of this agreement by an action such as violating provisions of this agreement (including attached rules & regulations) or committing serious misconduct or criminal acts.
- e. Guests stay after giving notice of termination or intent to vacate; and/or
- f. Guests stay after Clear Creek RV Park gives notice of termination at the end of term or a notice to vacate during the term in accordance with section 10 of this agreement.

12. Condition of RV Site:

By execution of this agreement, the guest(s) acknowledges and agrees that the RV site is neat, clean, and adequate for guest(s)' use. Upon termination or expiration of this agreement, the guest(s) agrees to surrender the RV Site to Clear Creek RV Park in a neat and clean condition.

13. Assignment:

Guest(s) shall not have the right to rent, assign, or sublet the RV Site here under to any person or persons. Guests may not rent, assign, or sublet their RV, or otherwise allow anyone not on the reservation, to use their RV in their absence.

14. Governing Law:

This agreement is governed, construed, and executed in accordance with the laws of the State of Texas.

15. Attorney Fees:

In the event that any legal proceedings of any kind are instituted to collect unpaid fees, electrical charges or for possession of the RV Site, Clear Creek RV Park may collect from the guest(s) all reasonable costs and attorney fees incurred by Clear Creek RV Park in pursuing such action.

16. Waiver:

If Clear Creek RV Park doesn't strictly enforce a rule in this agreement, that does **NOT** mean the rule no longer applies. Also, if Clear Creek RV Park gives up a right one time, that does not mean that Clear Creek RV Park gives that rule up forever or in other situations.

17. Notices:

All written notices and communications regarding this agreement should be hand delivered to the Campground office or sent via email to bellpas@ymail.com, unless notified in writing to the contrary by the receiving party. The notice shall become effective as of the date a hand-delivered notice is received or the date the email is received.

Written notices to the guest(s) regarding this agreement may be delivered to the RV site or sent to the email address the guest(s) provide.

REV 06/30/2025

Initials: _____

Initials: _____

18. No Liability:

GUESTS HEREBY INDEMNIFIES, RELEASES, AND HOLDS CLEAR CREEK RV PARK, ITS OFFICERS, OWNERS, EMPLOYEES AND AGENTS (AKA THE "CAMPGROUND PARTIES") HARMLESS FROM ANY PROPERTY DAMAGE, PERSONAL INJURY, CLAIMS, CAUSES OF ACTION, DAMAGES, LOSSES, EXPENSES, AND/OR LIABILITIES (HEREAFTER COLLECTIVELY, "LOSS") ARISING OUT OF OR RELATED TO THE GUEST(S)' USE OF THE RV SITE, THE PROPERTY AND/OR ANY CONDITION THEREON. THE CAMPGROUND SHALL NOT BE LIABLE TO THE GUEST FOR ANY DAMAGES ARISING OUT OF ANY ACTIONS OR NEGLIGENCE ON THE PART OF ANY OTHER CAMPGROUND GUEST OR RESIDENT OR THEIR FAMILIES, AGENTS, EMPLOYEES OR INVITIES. GUEST AGREES TO PAY CLEAR CREEK RV PARK FOR ANY DAMAGES CAUSED BY THE GUEST, THE GUEST'S FAMILY, THEIR AGENTS, THEIR INVITIES OR THEIR EMPLOYEES.

19. Special Provisions:

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 provide service hook-ups for your RV. We require full payment in advance and will prosecute any violations under the "THEFT OF SERVICES LAW".

AFFIRMATION

As a guest of Clear Creek RV Park, I, _____, fully understand and accept the attached rules and any other rules and/or regulations that may be posted in the park or communicated to me through text, email, or the guest portal.

I also agree to vacate the premises at the request of management if I violate any rules or regulations, **WITHOUT** a refund of any prepaid fees.

This agreement does not constitute a landlord/tenant agreement. Payment for sites is entirely services rendered under a host/guest arrangement on a temporary or transient basis.

REV 06/30/2025

Initials: _____

Initials: _____

The terms and conditions of this agreement are agreed and accepted by:

CAMPGROUND:

Clear Creek RV Park
3215 FM 2657
Copperas Cove, TX
76522
(512) 566-6842

Clear Creek RV Park Rep Signature

Date

GUEST(S):

Guest Printed Name

Guest Signature

Additional Guest Printed Name

Additional Guest Signature

Guest Phone Number

Guest Email Address

Date

Clear Creek RV Park Rules and Restrictions

As stated in your site licensing agreement, Clear Creek RV Park is a service-oriented business for use by transient or temporary guests. As such, no tenant-landlord relationship exists with any daily/weekly/extended-stay guests. Management has the right to refuse service to anyone, or demand a guest remove themselves and their possessions from the property for any reason or no reason at all.

ALL vehicles, including the RV, must have current registration, inspection, insurance, and license plates. **ALL** documentation must be present upon check in.

Do not have personal mail sent to Clear Creek RV Park address. We **CANNOT** accept mail delivery for guests.

ILLEGAL SUBSTANCES OR DRUGS ARE EXPRESSLY PROHIBITED. Any guest believed to possess or use illegal substances or drugs will be asked to leave the park immediately without refund.

Obnoxious behavior or intoxication will not be tolerated. Guests who violate this will be asked to leave without a refund.

Texting or any distraction while driving is prohibited within the Clear Creek RV Park campground.

Check-in/Check-out Procedures

- Check-in: 1:00 PM
- Check-out: 11:00 AM

We offer an early check-in option (subject to availability) starting at 12:00PM. You must call ahead to confirm availability, and a fee of \$10.00 will be added. Late check-out is available until 3:00 PM for a \$10:00 fee (subject to availability)

Arrival Times

- During normal office hours, we will be happy to check you in and take you to your assigned site.
- If you have made a reservation and will be arriving after 5:30PM, please call ahead of time.

Clear Creek RV Park Rules and Restrictions

Visitors

- Family and friends are welcome to come to the park to visit you. Inform us if you are expecting guests and have them come to the office to register with us. It is for your privacy that we do not give information about your site to visitors unless you have let us know that you are expecting them.
- There is a maximum of 4 people per site, including those staying on your site and visitors. For example: if you have 2 people staying with you, 2 visitors are permitted. It is for the safety of everyone in our park that we have an accurate count of people and pets in the event the park must be evacuated.
- Food or grocery deliveries should be picked up at the office (do not have the driver come to your site).

Courtesy

- Please respect your neighbors by keeping conversations, radio, television, and musical instrument volume to a minimum. The running of gas-powered generators is not permitted at any time (also see quiet time hours).
- Please do not sit and idle your car or rev engines.

Clear Creek RV Park Rules and Restrictions

Quiet Time

10:00 PM to 8:00AM

RV, Vehicles, and Site Appearance

- **Management reserves the right to refuse service to any RV based on its appearance and/or condition. If your RV is a classic, please send pictures (all 4 sides) prior to making a reservation.**
- Pop-up Trailers, Pick-up Campers, Horse Trailers and tents are allowed.
- Proper leveling blocks are to be used to level your RV.
- Steps should be the right size for your RV and not handmade. No porches are allowed.
- Pressure regulators are recommended for your waste connection (sewer collar/donut) attached to prevent sewer gasses from escaping. Your sewer tank is to be kept closed. Hard-lined sewers are prohibited.
- All vehicles must be in operational condition.
- All mechanical repairs, whether to vehicle or RV, must be performed off RV park premises, unless prior arrangements are made with management.
- Semi-trucks, trailers of any kind, ATVs, and boats are to be stored off premises, unless prior arrangements are made with management.
- No more than 2 storage containers are allowed on your site. They must be stored under your RV and maintained a neat appearance.
- Temporary storage containers are permitted **ONLY** at sites: #15-21 & #44-52
- Outdoor items should be kept neat and orderly. Mats and satellite dishes should be kept on your pad.
- Holiday decorations are permitted; however, they must be removed within 1 week after the holiday.
- A/C window units and/or mini splits are not allowed.
- All cords, cables, and hoses should be bundled. Only heavy duty, outdoor extension cords are permitted.
- Ladders are to be attached to the rig.
- Skirting is not allowed.
- Swimming pools and trampolines are not permitted.
- Pet waste must be picked up immediately with each outing.

Fire Rules/Campfires

- Due to regular drought conditions, we do not allow campfires or wood burning of any kind at individual sites. Propane fire pits are allowed at individual sites, and wood fires are allowed **ONLY AT DESIGNATED COMMON-AREA FIRE PITS.**
- Guest(s) may bring their own charcoal or propane grill for use at their site. Clear Creek RV Park also has complimentary grill for guest use.

Parking

- Guest(s) must park vehicles only at their assigned site. There is a 2-vehicle maximum, plus the RV. Sites that appear to be vacant may have a reservation and should not be used for additional parking. Parking in vacant RV site or parking spaces will result in being charged the daily rate and/or the vehicle being towed at the owner's expense.
- All vehicles must park within the parameters of the RV site to avoid disrupting the flow of traffic. **Parking is not allowed on the roadways at any time.**

Wi-Fi

We provide complimentary Wi-Fi to all guests. Login information is provided upon request and/or at check-in.

Trash

A dumpster is located on the property for guest(s) convenience. Guest(s) must bag and tightly secure all trash before placing it in the dumpster. Guest(s) is required to maintain a clean and trash-free RV site. If the dumpster is full, guest(s) must hold it until the dumpster has been emptied. **GUESTS ARE NOT TO PUT TRASH NEXT TO THE DUMPSTER.**

Safety

- **SPEED LIMIT IS 10 MPH**
- Please watch for pedestrians at all times.
- Clotheslines, ropes, and wires are not permitted.
- Firearms, paintball guns, BB guns, pellet guns, air guns, slingshots, fireworks, or weapons of any kind **ARE PROHIBITED.**

Pets

- **When outside, pets should be kept leashed in the owner's hand, under control, and never left unattended.**
- Non-aggressive dogs are welcome. **PROHIBITED BREEDS (PURE AND CROSS BRED) ARE AS FOLLOWS:** Pit Bull, Doberman, Rottweiler, Chow-Chow, and any Wolf-dog Hybrid.
- If your pet is hostile, disruptive, or frequently barking, you will be asked to leave the park.
- \$2 per pet, per night.
- There is a two-pet maximum.
- Pets are allowed at RV sites, but not inside any Clear Creek RV Park facility or building.
- Pets **MAY NOT** be tied up outside the RV. **NO PET STORAGE PENS OR FENCING** are to be set up on any RV site.
- Please be courteous and clean up after your pet.

Additional Information

- All rules and regulations are in place to ensure the safety, comfort, and enjoyment of all guests.
- Guests must be 21 or older to rent an RV site.
- Smoking is permitted **ONLY** at your designated site. All buildings and public areas are to remain smoke free. Please dispose of cigarette butts properly.
- Alcohol is permitted **ONLY** within the perimeter of the guest's site.
- Bicycle riding is only allowed in daylight hours.
- Guests may arrive on a motorcycle but should limit in-park use to entering/exiting. No leisurely cruising throughout the park.
- Only one camping unit is allowed per site. Tents are not permitted.
- Please refrain from flushing paper towels, diapers, baby wipes, feminine products, condoms, needles, food, grease, or anything other than RV safe toilet paper. This applies to the public restrooms as well.
- Clear Creek RV Park reserves the right to refuse service to any RV based on its appearances and/or condition.
- Onerous, noxious, offensive activity, excessive noise, abusive language, and interference with other tenants in any manner, is prohibited and may result in the offending guest(s) being asked to leave.
- **DO NOT WASH RVs OR VEHICLES.**
- Residents will be held liable for any damage to buildings, grounds, lots of utility meters if damage is due to their negligence or the negligence of their guests.
- Notices will be posted for any of the violations mentioned above.

Cancellation Policies

- We do not give credits or refunds due to the discomforts of nature. Our cancellation policy varies depending on the timing of your cancellation notice.
- Changing the dates of a reservation is considered a cancellation of the existing reservation and is subject to a \$25 rebooking fee.
- For overnight and weekly visitors, the following cancellation policies apply:
 - 2+ Weeks prior: Full refund minus the \$25 cancellation fee.
 - 1 Week prior: 50% of reservation is forfeited.
 - Less than 1 week: Full reservation is forfeited.
- All rates, specials, terms, and policies are subject to change at any time without notice.

For Monthly and Extended-Stay Renters

- A resident data form must be completed for all residents, and to be kept on file with park management at time of arrival.
- Extended stay RV site rentals are metered and charged for electricity used at a rate of \$0.15/kwh.

- Rent due date is based on the effective date. For example, if the reservation begins on the 12th, the monthly rent will be due on the 12th of each subsequent month.
- An **initial** late fee of \$50.00 will be assessed if payment is not received by the due date. A \$20 daily rate will be added for each additional day up to 10 days. If the monthly payment has not been received within 10 days after the due date, Clear Creek RV Park reserves the right to have the RV towed off the premises at the guest(s)' expense.
- Electricity usage is due at the same time as rent.
- A \$50.00 non-sufficient funds fee will be charged for returned checks and/or declined credit/debit cards due to insufficient funds or any other reason. Funds should be available no later than 8:30 AM of your due date.
- A \$100 security deposit is required for extended stay reservations and will hold the reservation for 30 days.
- Cancellation fees apply and will be deducted from the security deposit as follows:
 - o Less than 1 week notice-100% of deposit is forfeited.
 - o 8-14 days' notice - 25% of deposit is refunded.
 - o 15 days or more notice - 50% of the deposit is refunded.
- Security deposits are collected against default, damage to the site, and final utility bill. Guest(s) will receive their security deposit within 30 days of departure if the lot is clean and all accounts are current.
- A 15-day move-out notice is required for all extended stay rentals. **THERE ARE NO REFUNDS FOR EARLY DEPARTURES.**
- If you choose to extend, we do not guarantee the same site. Please check with management for possible extension.

Enforcement: Clear Creek RV Park reserves the right to enforce all rules, whether written or posted. If a rule is broken, the guest may first receive a verbal or written warning. If management decides not to give a warning, a formal notice will be issued instead. This notice will explain how long the guest has to fix the issue, as well as when their stay will end if the problem isn't corrected.

In addition to the above, rules about site appearance are established to maintain a neat and welcoming park for the benefit of ALL guests. Failure to maintain a clean, safe, and trash-free site may result in violation and the assessment of fines. Repeated abuse may result in you being asked to leave our RV park. **WE RESERVE THE RIGHT TO BAN ABUSIVE GUESTS!**

1st violation \$15 fine

3rd violation \$50 fine

2nd violation \$25 fine

4th violation **YOU WILL BE ASKED TO LEAVE THE PARK**

I have received and read a copy of the Clear Creak RV Park rules and Regulations. I understand that all rules and helpful tips are part of the rental relationship. In signing this acknowledgement, I hereby agree to abide by these rules, regulations, and policies, and procedures.

Guest Signature Date

Guest Signature Date

Storages Allowed

Office

21
20
19
18
17
16
15

Restrooms
Showers

Laundry

43 42 41 40 39 38 37 36 35
22 23 24 25 26 27 28 29 30 31 32 33 34
14 13 12 11 10 9 8 7 6 5 4 3 2 1

44 45 46 47 48 49 50 51 52

Storages Allowed

Detention
Pond

53
54
55
56
57

Dog Park

FM 3046

FM 2657