**Lake Livingston / Onalaska KOA**

**Campground Site and Service Agreement**

 This site and service agreement is effective as of the date listed below and must be signed and agreed to by the undersigned parties. \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ hereafter referred to as the user and Lake Livingston / Onalaska KOA hereafter referred to as the campground.

1. **RV Site:** The campground will provide service on Site \_\_\_\_\_\_\_\_ on a month by month basis beginning on \_\_\_\_\_/\_\_\_\_\_/\_\_\_\_\_\_\_\_\_\_ and ending on \_\_\_\_\_/\_\_\_\_\_/\_\_\_\_\_\_\_\_\_\_ at which time the user will either vacate the site or sign a new agreement (if the site is available). Campground retains the right to request (with 24- hour notice) that your RV be moved to another comparable site for maintenance reasons including any planned upgrades to your assigned site.
2. **Park Rates, Deposits, Other Charges and Late Fees:** User shall pay the campground:

$\_\_\_\_\_\_\_\_\_\_.\_\_\_\_\_/month for the months of January - February of \_\_\_\_\_\_\_\_\_\_.

$\_\_\_\_\_\_\_\_\_\_.\_\_\_\_\_/month for the months of March – September of \_\_\_\_\_\_\_\_\_\_.

$\_\_\_\_\_\_\_\_\_\_.\_\_\_\_\_/month for the months of October - December of \_\_\_\_\_\_\_\_\_\_.

Or the user agrees to pay for 11 months of site charges in advance to receive 12th month free for a total of $\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ paid from \_\_\_\_\_/\_\_\_\_\_/\_\_\_\_\_\_\_\_ through \_\_\_\_\_/\_\_\_\_\_/\_\_\_\_\_\_\_\_.

* The user is responsible for electricity payments monthly during their stay whether site is paid monthly or yearly. A $100.00 Electric Deposit will be held from the time of the reservation until the date of departure. This deposit will be applied to the user’s final electric charges and any remaining balance will be refunded or the user will owe the difference between the deposit and actual metered usage. Refunds will be processed back to the card that was used for the original deposit provided that the user has not committed any acts of default and has fulfilled all other provisions of the agreement. All deposits MUST be made with a credit or debit card; cash or check WILL NOT be accepted for any deposit payment. Electricity is metered at \_\_\_\_\_/kwh.
* The beginning meter reading on this site is \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_.
* All payments are due and to be made payable to the campground on the effective date of the agreement and on the same calendar date each month after. Site charges are billed 1 month in advance and electric charges are billed for usage during the month prior. The campground will assess a $10 late fee on the fifth (5th) day after your due date plus $5/day every day after until the balance is paid.
* Monthly rates WILL NOT be prorated. If the camper leaves before the month is up the only option will be to revert to nightly charges. This may or may not result in a refund.
1. **Rules and Regulations:** The user, their guests, and all occupants shall comply with the written rules and regulations provided to them upon arrival. The user agrees to comply with all state and federal laws, rules, ordinances and regulations applicable to the property. Failure to abide by campground rules or local laws is cause for termination of site occupancy without a refund.
2. **RV’s and other Vehicles:** Parking on your campsite is limited to one (1) RV and one (1) vehicle. One (1) additional vehicle is permitted per licensed driver but must be parked in overflow parking and cannot be parked at the site. All motorized vehicles must be in running order, licensed, and insured. The RV must be in good condition, visibly clean, and well maintained. Vehicles must be parked on the site pad. PARKING IS PROHIBITED on the grass, on vacant sites, on the access road, or in the bath house parking spaces. All vehicle (non-RV) maintenance should be attended to off site, there is no maintenance permitted to be done onsite (i.e. oil changes, etc.) if the vehicle requires maintenance to be moved this must be approved by management.
3. **Care of Site:** Guest may not erect buildings, decks, etc. on campsites. Stairs, handicapped ramps, etc. must be pre-approved by management. No refrigerators, freezers, or other appliances may be placed outside of your unit. Storage sheds may be permitted with management approval. Permanent structures are not permitted. Your site must be kept tidy and free of debris and have the “appearance” that your site could be vacated within 1 hour.
4. **Services:** All campground facilities, including laundry, showers, store, pool, WIFI, etc. are available to the user and listed occupants. The campground will provide all normal campground services and general site maintenance.
5. **Monthly Wristbands:** March through October the user and occupants will be required to wear wristbands in all public areas (This includes: the pool, laundry room, clubhouse, beach, and all other public areas). Wrist bands will be given out at registration or will need to be picked up by the user at the office in March if registration occurs during the winter months. Each month starting on the first the user will be responsible for exchanging the prior month’s wrist bands for a new color. If a wristband is lost there will be a replacement cost of $5 per wrist band. Any wrist bands not returned by departure date will be charged on the user’s final bill.

 **Registered guest received:**

\_\_\_\_\_(#), \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_(Color), on \_\_\_\_\_\_\_\_\_\_\_\_\_(Date), \_\_\_\_\_\_\_\_\_\_\_ (Guest Initials)

\_\_\_\_\_(#), \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_(Color), on \_\_\_\_\_\_\_\_\_\_\_\_\_(Date), \_\_\_\_\_\_\_\_\_\_\_ (Guest Initials)

\_\_\_\_\_(#), \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_(Color), on \_\_\_\_\_\_\_\_\_\_\_\_\_(Date), \_\_\_\_\_\_\_\_\_\_\_ (Guest Initials)

\_\_\_\_\_(#), \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_(Color), on \_\_\_\_\_\_\_\_\_\_\_\_\_(Date), \_\_\_\_\_\_\_\_\_\_\_ (Guest Initials)

\_\_\_\_\_(#), \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_(Color), on \_\_\_\_\_\_\_\_\_\_\_\_\_(Date), \_\_\_\_\_\_\_\_\_\_\_ (Guest Initials)

\_\_\_\_\_(#), \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_(Color), on \_\_\_\_\_\_\_\_\_\_\_\_\_(Date), \_\_\_\_\_\_\_\_\_\_\_ (Guest Initials)

\_\_\_\_\_(#), \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_(Color), on \_\_\_\_\_\_\_\_\_\_\_\_\_(Date), \_\_\_\_\_\_\_\_\_\_\_ (Guest Initials)

\_\_\_\_\_(#), \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_(Color), on \_\_\_\_\_\_\_\_\_\_\_\_\_(Date), \_\_\_\_\_\_\_\_\_\_\_ (Guest Initials)

**Registered guest returned or purchased replacement (please indicate which):**

\_\_\_\_\_(#), \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_(Color), on \_\_\_\_\_\_\_\_\_\_\_\_\_(Date), \_\_\_\_\_\_\_\_\_\_\_ (Emp. Initials)

\_\_\_\_\_(#), \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_(Color), on \_\_\_\_\_\_\_\_\_\_\_\_\_(Date), \_\_\_\_\_\_\_\_\_\_\_ (Emp. Initials)

\_\_\_\_\_(#), \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_(Color), on \_\_\_\_\_\_\_\_\_\_\_\_\_(Date), \_\_\_\_\_\_\_\_\_\_\_ (Emp. Initials)

\_\_\_\_\_(#), \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_(Color), on \_\_\_\_\_\_\_\_\_\_\_\_\_(Date), \_\_\_\_\_\_\_\_\_\_\_ (Emp. Initials)

\_\_\_\_\_(#), \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_(Color), on \_\_\_\_\_\_\_\_\_\_\_\_\_(Date), \_\_\_\_\_\_\_\_\_\_\_ (Emp. Initials)

\_\_\_\_\_(#), \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_(Color), on \_\_\_\_\_\_\_\_\_\_\_\_\_(Date), \_\_\_\_\_\_\_\_\_\_\_ (Emp. Initials)

\_\_\_\_\_(#), \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_(Color), on \_\_\_\_\_\_\_\_\_\_\_\_\_(Date), \_\_\_\_\_\_\_\_\_\_\_ (Emp. Initials)

\_\_\_\_\_(#), \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_(Color), on \_\_\_\_\_\_\_\_\_\_\_\_\_(Date), \_\_\_\_\_\_\_\_\_\_\_ (Guest Initials)

1. **Visitors, Guests and Other Occupants:** Visitors of the user are welcome, they are subject to all rules and regulations of the campground. The user is responsible for their guests, and no visitors are permitted in the park without the user present. Visitors must check in with the office during business hours, if they are arriving after business hours the user is responsible for letting the office know they will have guests and obtaining the proper passes. If your guest will be using any of the campground amenities (Pool, laundry, clubhouse, showers, etc.) or spending the night there will be a $5 per day visitor pass charge. If the guest will be staying an extended amount of time (more than 7 days) they must be added as an occupant of the site. Up to 4 people (4+ years old) can be registered to your site for no additional charge. If the user needs to register more than 4 people (up to 6 maximum) the user will be charged an extra $25 per month per extra person.
2. **Pets:** We adhere to the national KOA pet policy. Pets are welcome, but, limited to no more than two (2) pets per site without prior management approval. They must always be kept on a leash, except in the designated pet park. Pets MUST be picked up after everywhere in the campground (including at your site and at the pet park). Pets cannot ever be left outside unattended (including on tie-outs, in kennels, or in fences). Pets are not permitted inside of the fenced in pool area, in the clubhouse, in the laundry room, in any bath houses or at the playground. Aggressive behavior or excessive disruptive barking will not be permitted. On the first offense management will give a verbal warning, a second offense will denote a written warning, if there is a third offense it will be cause for termination of site occupancy without a refund.
3. **Campground’s Right to Terminate Agreement:** Lake Livingston / Onalaska KOA may terminate this agreement at any time with or without cause by providing the user a notice to vacate the RV site. Upon the user’s peaceful surrender of the RV site and subject to the provision of section 2 of this agreement the campground may refund users the appropriate amount of any unused fees previously paid by the user assuming that no violations of this agreement were made and there was no “Act of Default” by the user resulting in a forfeiture of refund.
	1. **“Acts of Default” –** The following constitute defaults by the user**:**
		* + Failure to pay fees or other charges when due under this agreement
			+ Giving false information on any applications to the campground
			+ User, user’s guests and/or other occupants fail to comply with any rule, regulation or term, covenant or condition of this agreement.
			+ User has breached the terms of this agreement by any action including but not limited to violating the provisions of this agreement, committing serious misconduct or criminal acts.
			+ User holds over after given notice to vacate or does not surrender the site peacefully.
			+ User holds over after the end of the term of this agreement.
4. **Condition of RV Site:** By execution of this agreement, the undersigned acknowledges and agrees that the RV Site is neat, clean and adequate for their use upon arrival. Any items stored at the site must be kept neat or out of sight. The site should always be free of litter and debris. If you vacate the site (take the RV) for any period, you must let the campground know. Upon termination or expiration of this agreement the user agrees to surrender the RV site to the campground in neat and clean condition.
5. **Assignment:** User shall not have the rights to assign or sublet the RV site to any person. This agreement in no way dictates a lease or residence, it is a month by month campground RV site rental. The user is not entitled to any type of ownership over the site. User is not permitted to use the campground address as a permanent address.
6. **Attorney Fees:** If legal proceedings of any kind are instituted to collect unpaid fees, electrical charges, or possession of the RV Site the campground may collect from the user all reasonable costs and attorney fees incurred in pursuing such actions.
7. **Waiver:** The campground’s failure to insist on strict compliance with the terms, covenants, or conditions of this agreement shall not be deemed a waiver of that term, covenant or condition; Nor shall any waiver or relinquishment of any right or power at any one time be deemed a waiver or relinquishment of the right or power for all or any other times.
8. **Notices:** All written notices and communications regarding this agreement will either be hand delivered or mailed to the undersigned designated address. All notices delivered by mail are effective as of the date of mailing found on the corresponding postmark.
9. **Liability:** User herby indemnifies, releases and holds Lake Livingston / Onalaska KOA, it’s owners and its employees harmless from any property damage, personal injury, claims, causes of action, damages, loss, expenses, and or liabilities arising out of or related to the user’s use of the RV site, the property and/or any condition therein, regardless of whether such loss was caused by the negligence of any of these parties.

**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 service 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 violation under the “Theft of Service Law”.*

**Other Park Rules and Services**

**Check-In Time:** Site will be available, clean and ready for you to check in as of 1pm on the day of arrival.

**Check Out Time:** 11am on the day of your departure. Late check out may be available for a small fee (check with the office)

**Quiet Time:** 10:00pm – 8:00am

**Site Occupancy:** Maximum Site Occupancy is 6 people.Children 4 years of age and older are included in the occupancy count.

**Parents/Children:** Parents are responsible for their children’s supervision and safety at all times. Minors must be on their site or accompanied by an adult after 10:00pm

**Speed Limit:** Speed Limit throughout the park is 5mph. Please always watch for children.

**Safety:** No clothes lines, ropes or wires. No weapons, firearms or fireworks of any kind are permitted. Smoking is not permitted in any building. ONLY LICENSED DRIVERS are permitted to operate ANY motor vehicle in the campground (this includes golf carts and ATVs) no parking or driving in the grass. All vehicles must have front and rear lights.

**Courtesy:** Respect your neighbors by keeping the radio, TV, conversation and any musical instrument volume to a minimum. The running of generators of any kind is not permitted in the park at any time.

**Bathhouses/Laundry Room/Clubhouse:** Our resort facilities are for the use of our guests only. We take pride in the cleanliness of our facilities and appreciate your help in maintaining them. These facilities are cleaned throughout the day. Ironing board, washing machines and dryers are available in the laundry room. Please remove laundry as soon as it is complete and clean out the lint traps.

**Pool/Hot Tub:** The pool and hot tub are for the use of registered guests only. NO LIFEGAURD IS ON DUTY. Children under 12 MUST be with an adult (18+). No glass or food is allowed within the fenced in pool area. Wristbands are required for everyone at the pool. Pool is open daily from March-October.

**Trash Pick Up:** Trash will be picked up at the road in front of your site from 9am-11am daily. Trash must be taken to the dumpster outside of these hours and never left outside overnight.

**WI-FI:** Wi-Fi Name: GUEST\_KOA\_WIFI

Password: lakefront

**Deliveries:** We deliver firewood and ice during business hours daily, just give us a call

**Propane:** Propane is available onsite.

**Nature:** Please respect the animals, trees, and bushes in the resort, and leave our turtles in their natural habitat.

**Camping Unit:** All campers must have a fully self-contained RV.

**Washing of Rig:** No washing of vehicles is permitted on site. You must obtain permission from the office prior to washing your RV.

**The campground is not responsible for any damages to your property. We reserve the right to refuse service to anyone. Eviction without refund may result from violation of resort rules or objectionable conduct and will be at the discretion of management. All rules are in place for your safety and comfort, and to ensure the enjoyment of all our guests. Please obey them as they will be enforced.**

**Site Occupants**

**Please list all site occupants (Anyone 4 years old or more):**

*(Full Name is required for anyone who is 18+, first name, initial or “Minor” may be used for children)*

1. \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Age\_\_\_\_\_\_\_\_\_
2. \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Age\_\_\_\_\_\_\_\_\_
3. \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Age\_\_\_\_\_\_\_\_\_
4. \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Age\_\_\_\_\_\_\_\_\_
5. \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Age\_\_\_\_\_\_\_\_\_ +$25/Month
6. \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Age\_\_\_\_\_\_\_\_\_ +$25/Month

*Anyone not listed above will be considered a visitor and be required to check in at the office and pay $5/day for a visitor pass to use any park amenities or to spend the night.*

**Emergency Contact**

*(In case of an emergency we would like the name and number of at least 1 person who does not live with you)*

Name: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Phone: (\_\_\_\_\_\_\_\_) \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Relationship: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Name: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Phone: (\_\_\_\_\_\_\_\_) \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Relationship: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

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

**User: Campground:**

Signature: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Signature:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Printed Name: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Printed Name: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Mailing Address:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Title:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Date: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Phone: (\_\_\_\_\_\_\_\_\_) \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Date: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**Registered Vehicles:**

Make: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Model: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ License Plate: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Make: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Model: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ License Plate: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Make: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Model: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ License Plate: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

\_\_\_\_\_ Received a Copy of Photo ID

**Notes**