

# Lost River RV Rules and Regulations

*Updated: 12.05.2024*

This document (“Rules”) outlines the rules, regulations, and policies that apply to your stay at Lost River RV & Storage (“Park”). By entering the property, paying fees, or otherwise utilizing the services provided by the Lost River RV and Storage, you acknowledge and accept that this is a legally binding agreement. You further agree to comply with all terms and conditions herein. Violation of these Rules and Regulations will result in immediate cancellation of your stay and ejection from the premises without refund and forfeiture of any security deposit.

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## Introduction and Overview

Welcome to Lost River RV & Storage! To ensure a safe, enjoyable, and harmonious environment for all guests, the following rules and regulations apply to all occupants of the Park. By entering the property, paying fees, or otherwise utilizing the services provided by the Park, you acknowledge that this is a legally binding agreement and agree to comply with all policies herein.

This Agreement is subject to updates and changes at the sole discretion of Park management. Guests are responsible for staying informed of any changes, which will be communicated via posted notices, email, or updates to the Park website.

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## Guest Registration and Occupancy Policies

### Registration Requirements

#### Registration Requirements

- All guests, including overnight visitors staying longer than two nights, must register at the front office prior to their stay.
- Each site may host up to 5 visitors at a time. Groups larger than this must be pre-approved by management, register at the office, and may incur additional fees.
- Guests registering for monthly stays are required to pay a \$100 security deposit at the time of registration.
- Subletting or transferring the use of any RV or site to another party is strictly prohibited.

## Fee Payments

- Weekly and monthly fees are due on the same day of each week or month as your initial registration date.
- Payments not received within three days of the due date will incur a \$25 late fee. Late fees will accrue up to a maximum of \$100 per billing cycle. Utilities will be disconnected after three days of nonpayment, and vehicles/RVs may be moved to auxiliary parking after five days.

## Refund Policy

No refunds will be provided for any circumstances after check-in.

The security deposit is non-refundable and may be issued as a future stay camp credit, provided there are no outstanding fees, utility charges, damages, or rule violations. The deposit will be applied to the final month's utility expenses.

## Cancellation Policy

- **Daily/Weekly Reservations:**
  - A full refund is available if cancellation is made at least 24 hours prior to the start of the reservation.
  - Cancellations made less than 24 hours prior to the reservation will receive a 50% refund.
- **Monthly Reservations:**
  - The \$100 deposit is non-refundable unless cancellation is made at least three days before the reservation start date.

## Authorization to Charge Financial Accounts

By signing this Agreement, guests authorize the Park to charge the financial account on file for any outstanding fees, damages, or penalties at the conclusion of the stay, regardless of the reason for termination or departure. Outstanding fees, damages, or penalties will be charged to the financial account on file within 5 business days of the conclusion of the stay.

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## Site and Parking Rules

### RV and Site Standards

- **RV Age and Condition**
  - RVs must be less than 10 years old unless otherwise approved by management.

- Exceptions to the RV age restriction will be granted only for RVs in excellent condition, as verified by management upon inspection. Management reserves the right to require repairs or improvements to RV exteriors, including cleanliness, paint, and general maintenance, to meet the Park's standards.
  - **Site Organization and Cleanliness**
    - RVs and sites must remain clean, organized, and clutter-free at all times.
    - Personal items (e.g., chairs, grills, decorations) must be neatly arranged and stored under or near your RV, ensuring they do not obstruct walkways or encroach on neighboring sites.
    - Trash, debris, broken furniture, tarps, and other unsightly objects are not permitted. Guests are responsible for keeping their assigned area visually appealing and free of clutter.
  - **Prohibited Structures**
    - The use of tents or the construction, placement, or installation of any permanent or semi-permanent structures (e.g., sheds, decks, gazebos, canopies) on Park property is strictly prohibited without prior written approval from management, which may be withheld for any reason..
    - Unauthorized structures must be removed immediately at the guest's expense.
  - **Parking**
    - The speed limit within the Park is 5 MPH.
    - Parking is permitted only at your assigned site. No street parking is allowed.
    - Each site is limited to one vehicle, unless otherwise approved by management. Additional parking may be purchased for a fee, if available.
    - Vehicles blocking roads will be towed at the owner's expense.
  - **Management Approval and Compliance**
    - Management retains sole discretion to determine if the condition of an RV or site is unacceptable. Guests will be provided written notice of any deficiencies and must correct them within 48 hours.
    - Failure to comply with cleanliness or organizational requirements may result in fines, immediate cancellation of your stay and ejection from the premises without refund and forfeiture of any security deposit.
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## Trash and Hazardous Waste Policy

- Guests are responsible for disposing of all trash in designated dumpsters.
  - Trash should not be left outside of the RV or site at any time.
  - Guests must avoid activities that attract wildlife, such as leaving food or trash exposed.
  - Disposal of hazardous waste or dumping of large items (e.g., furniture, appliances) without prior management approval is prohibited.
  - Management reserves the right to charge a fee for the disposal of large items.
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# Pet Policy

We welcome pets under the following guidelines:

- **Licensing and Vaccinations:** All pets must be licensed and up-to-date on vaccinations. Proof may be requested at any time.
  - **Restricted Breeds:** Dangerous or aggressive breeds are not allowed, including but not limited to Pit Bulls, Rottweilers, and other breeds at management's discretion.
  - **Outdoor and Unattended Pets:** Pets are not allowed to remain outdoors or be left unattended outside your RV.
  - **Nuisance Behavior:** Excessive barking, aggressive behavior, or other nuisances will result in the pet's removal from the Park. No refunds will be issued.
  - **Clean-Up Rules:**
    - Owners must immediately clean up after their pets and dispose of waste in designated trash receptacles.
    - Failure to clean up will result in a \$25 fine per incident. If park staff must clean up after your pet, the fine increases to \$50.
  - **Restriction and Removal:** Management reserves the right to restrict the number of pets allowed per site. In cases where a pet's behavior is disruptive or dangerous, management may require the guest to permanently remove the pet from the Park within 24 hours.
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## Guest Conduct and Community Rules

### Quiet Hours

Excessive noise, including loud music or disruptive activities, is prohibited at all times. Quiet hours are from 10 PM to 7 AM.

### Prohibited Activities

The following activities are strictly prohibited and will result in immediate cancellation of your stay, ejection from the premises without refund, and forfeiture of any security deposit:

- Illegal drug use, possession, manufacturing, sale, or distribution.
- Firearm discharge within the Park
- Vandalism or damage to Park property
- Harassment or endangerment of guests or staff
- Dumping hazardous materials or unapproved large items
- Aggressive driving or excessive speeding
- Tampering with Park utilities
- Unauthorized vehicle repair on-site

- Operating a business from your RV or site is prohibited, except for home-based businesses with no in-person customers or excessive traffic, and only with prior written approval from management, which may be withheld at the sole discretion of management for any reason or no reason
- Open fires, except in designated Park -approved fire pits
- Engaging in conduct that interferes with the quiet enjoyment of other guests.

## Community Spaces

- The main office, deck, and laundry room are available to registered guests only.
- These spaces may be rented for private events for a fee. Alcohol consumption on the deck is permitted with prior written approval.
- **No Smoking:** Smoking is strictly prohibited indoors, including the laundry room and main office.

## Violation of Rules

- Serious or repeated violations of these rules and policies will result in the immediate cancellation of your stay, ejection from the premises without refund, and forfeiture of any security deposit.
- Serious violations include, but are not limited to, illegal activities, violence, endangering other guests or staff, harassment, property damage, or gross violations of safety protocols.
- Repeated violations, defined as three or more incidents within a six-month period, may result in cancellation of your stay, ejection from the premises without refund, and forfeiture of any security deposit.

## Guest Responsibility for Damages

Guests are financially responsible for any damage caused to the property, facilities, or other guests' property due to negligence, misuse, or willful misconduct. Repair or replacement costs will be billed to the responsible guest, and failure to pay may result in legal action.

## Fees for Additional Services or Violations

- Improper trash disposal: \$50 per incident
- Towing (due to blocked roads or abandoned vehicles): Actual towing cost + \$100 administrative fee
- Utility reconnection due to nonpayment: \$50 per reconnection

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## Environmental and Wildlife Disclaimers

- **Environmental Risks:** The area is susceptible to natural hazards such as flooding, high winds, and severe weather. Guests assume all risks and are advised to monitor weather conditions and take appropriate precautions.
  - **Wildlife Advisory:** Guests acknowledge and accept that the natural environment of the Park may include wildlife such as venomous snakes, raccoons, wild hogs, alligators, and other potentially dangerous animals. The Park assumes no liability for injuries, death, or damages caused by wildlife or natural hazards. Guests are advised to exercise caution and take responsibility for their safety.
  - **Shorelines and Ravines:** The Park 's river shorelines and ravines are steep, and the edges may crumble or cave in. Guests must exercise caution.
  - **Swimming Prohibited:** Swimming in or around Park waters is strictly prohibited due to safety hazards.
  - **No Liability:** The Park assumes no liability for injuries resulting from a guest's failure to adhere to these precautions.
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## RV Service Connections

- Water, septic, and electrical connections must be properly installed and leak-free. Any leaks or malfunctions must be reported to management immediately.
  - Guests are responsible for ensuring that all RV service connections, including water, septic, and electrical systems, are properly installed, secure, and leak-free. Management may inspect connections at any time. Unsafe or non-compliant connections must be repaired immediately at the guest's expense.
  - Guests must repair or replace unsafe or non-compliant connections within 24 hours of notice.
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## Firearms Policy

- **Open Carry:** The display of firearms, knives, or other weapons is strictly prohibited. The open carry of firearms is strictly prohibited within the Park, including all common areas, community spaces, and individual sites.
  - **Concealed Carry:** Guests with a valid concealed carry permit must ensure that firearms remain concealed at all times.
  - **Firearm Discharge:** The discharge of firearms for any reason other than lawful self-defense is strictly prohibited.
  - **Storage:** Firearms must be safely stored and secured at all times. The Park assumes no liability for lost, stolen, or damaged firearms.
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## Safety and Security

- **Surveillance:** The Park is monitored with video and audio surveillance for safety and security purposes.
  - **Contractor Liability:** Any contractors or service providers hired by guests must check in at the office and provide proof of liability insurance. The Park does not carry liability insurance for contractors and accepts no responsibility for their actions. All contractors or service providers hired by guests must comply with Park rules and regulations while on-site. Failure to adhere to these rules may result in immediate removal of the contractor from Park property.
  - **Emergency Contacts:**
    - **Chambers County Police:** 409-267-2500
    - **Chambers County Fire Department:** 409-267-8311
    - **Nearest Hospitals:** Bayside Community Hospital (409-267-3143), Winnie Community Hospital (409-296-6000)
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## Extended Stays

Guests staying longer than 30 consecutive days must sign an Extended Stay Addendum to this Agreement, acknowledging their continued transient status and compliance with all terms herein.

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## Legal Disclaimers and Dispute Resolution

### Legal Disclaimers

- **Assumption of Risk:** By entering the property, guests assume all risks associated with staying at the Park, including but not limited to environmental hazards, wildlife activity, and actions of other guests.
- **Limitation of Liability:** The Park and its management are not liable for personal injury, death, or property damage, except in cases of gross negligence.
- **Hold Harmless:** Guests agree to hold the Park, its owners, employees, and agents harmless from any claims, actions, or liabilities arising from their stay at the Park. This includes but is not limited to personal injuries, property damage, or other incidents, except where caused by the gross negligence or willful misconduct of the Park.

### No Tenancy

This Agreement does not create a landlord-tenant relationship. Guests are considered transient occupants, and their stay is subject to the terms of this Agreement. No tenancy rights are

granted or implied, and guests may be required to vacate the premises at any time as outlined herein.

## **Indemnification and Defense**

Guests expressly agree to indemnify, defend, and hold harmless the Park, its owners, employees, and agents from any and all claims, damages, or liabilities, including attorney fees, arising out of the guest's actions, omissions, or failure to comply with these rules. This includes, but is not limited to, injuries caused to others, property damage, or violations of local, state, or federal laws. This indemnification applies solely to claims, damages, or liabilities directly related to the guest's actions, omissions, or violations of this Agreement.

## **Force Majeure**

The Park is not liable for interruptions or terminations of services due to circumstances beyond its control, including but not limited to natural disasters, severe weather, power outages, or governmental actions ("Force Majeure"). Refunds will not be issued in such cases.

## **Waiver of Subrogation**

Guests waive all rights of subrogation against the Park, its owners, employees, and agents for any loss or damage to property covered by the guest's insurance policies.

## **Updates to Rules**

Management reserves the right to update or modify these rules at any time. Changes will be communicated through posted notices, emails, or updates to the Park website. Guests are responsible for staying informed of any updates and adhering to revised rules.

## **Severability Clause**

If any provision of this Agreement is deemed invalid or unenforceable, the remaining provisions shall remain in full force and effect.

## **Dispute Resolution**

### **Mediation Requirement**

Mediation is required before arbitration or litigation. Mediation fees, if any, shall be divided equally among the parties. Failure to participate in mediation forfeits the right to recover attorney fees in subsequent proceedings. Mediation must be initiated within 30 days of the dispute arising. Failure to initiate mediation within 30 days of the dispute arising shall constitute a forfeiture of the right to pursue the claim in arbitration or litigation, except in cases where extenuating circumstances prevented timely initiation.



**Non-Disparagement Clause**

Guests agree not to disparage the Park, its owners, or staff publicly (e.g., online reviews) without first attempting to resolve any disputes directly with management through the mediation process outlined herein.

**Arbitration Agreement**

Any dispute arising out of or relating to this Agreement that is not resolved through mediation shall be resolved through binding arbitration before one arbitrator located in Chambers County, Texas. Arbitration shall be governed by the Texas Arbitration Act or applicable federal law.

The following matters are excluded from this arbitration requirement:

- Unlawful detainer actions;
- The filing or enforcement of a mechanic's lien; and
- Any matter within the jurisdiction of a probate, small claims, or bankruptcy court.

**Attorney Fees**

The prevailing party in any dispute is entitled to recover reasonable attorney fees and costs, not to exceed \$1,000, except in unlawful detainer actions where all reasonable fees may be recovered.

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By entering the property and/or paying guest fees, guests acknowledge that they have read, understand, and agree to abide by the terms of this Agreement.

Thank you for helping us maintain a safe, secure, and enjoyable environment for all guests!

## Extended Stay Addendum

*Effective Date: 11.19.2024*

This **Extended Stay Addendum** (“Addendum”) is an extension of the **Lost River RV & Storage Agreement** (“Agreement”) and applies to guests who remain at Lost River RV & Storage (“the Park”) for more than 30 consecutive days. This Addendum outlines additional terms and conditions that apply to extended stays and is incorporated into the original Agreement by reference. By signing this Addendum, guests acknowledge and accept these terms in addition to the original Agreement.

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### 1. Acknowledgment of Transient Occupancy

Guests acknowledge and agree that their stay at the Park is **strictly transient** and does not establish any landlord-tenant relationship. This Addendum does not grant or imply any rights of tenancy or residency under local, state, or federal law. Guests remain subject to the terms of the original Agreement and this Addendum and may be required to vacate the premises at any time as outlined herein.

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### 2. Monthly Payment Terms

- **Due Date:**  
Fees for extended stays are due monthly, on the same calendar day as the original registration date.
  - **Late Payments:**  
Payments not received within three (3) days of the due date will incur a \$25 late fee. Repeated late payments (three or more within six months) may result in cancellation of your stay, ejection from the premises without refund, and forfeiture of any security deposit.
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### 3. Additional Security Deposit

For extended stays, an additional security deposit is required.

- **Use of Deposit:**  
The deposit may be used to cover unpaid fees, damages, or rule violations.
- **Refunds:**  
The deposit, or any remaining balance, will be refunded within 30 days of departure, provided all obligations have been met.

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## 4. Site Inspections

The Park reserves the right to conduct periodic inspections of extended stay sites to ensure compliance with cleanliness and maintenance standards outlined in the Agreement.

- **Non-Compliance:**  
If deficiencies are identified, guests will have 48 hours to resolve them. Failure to comply may result in cancellation of your stay, ejection from the premises without refund, and forfeiture of any security deposit..

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## 5. Renewal and Termination

- **Automatic Renewal:**  
This Addendum renews automatically on a month-to-month basis unless terminated by either party with seven (7) days' written notice.
- **Immediate Termination:**  
The Park reserves the right to terminate this Addendum immediately for violations of the Agreement or Addendum, including nonpayment, rule violations, or other misconduct.

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## 6. Additional Prohibited Activities

Guests staying for an extended period are subject to additional restrictions, including:

- Storage of non-RV vehicles, trailers, or equipment on the site without prior written approval.
- Permanent structural modifications to the site, including fencing, decking, or landscaping.

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## 7. Responsibility for Utility Usage

Guests staying longer than 30 days agree to be responsible for any excessive utility usage as determined by management. Additional fees may be assessed based on utility consumption exceeding normal levels.

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## 8. Updates to Rules and Regulations

Guests agree to monitor and adhere to any updated rules or regulations communicated by the Park during their extended stay. Failure to comply with updated rules constitutes a violation of this Addendum and the Agreement.

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## **9. Indemnification and Liability**

Guests indemnify and hold harmless the Park, its owners, employees, and agents from any and all claims, damages, or liabilities arising from their extended stay. This includes but is not limited to injuries, property damage, or violations of local, state, or federal laws.

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## **10. Acknowledgment and Acceptance**

By signing below, the guest acknowledges that they have read and understood this Addendum and agree to comply with its terms. This Addendum is incorporated into the original Agreement and does not supersede any provisions therein unless explicitly stated.