

# BOOMTOWN USA RV RESORT

## SERVICE AGREEMENT

Date:	<u>Departure Time is at 11 a.m.</u>	Cabin:
First Name:	Last Name:	Phone:
Street Address:	Apt#	City
		State
Zip		
Email:		
RV Tag #:	State	Type of Unit:
		Motor Home    5 <sup>th</sup> Wheel    Bumper Pull

Name of Adults:

Name of Children:

1.	1.
2.	2.
3.	3.
4.	4.

**NOTE:** RATES ARE SUBJECT TO CHANGE WITHOUT NOTICE. THE MANAGEMENT ASSUMES NO RESPONSIBILITY FOR ACCIDENTS, INJURIES, OR LOSS FROM ANY CAUSE. WE MAINTAIN A NO REFUND POLICY – SUBJECT TO “SPECIAL CIRCUMSTANCES”.

**GENERAL: Boomtown USA** will not tolerate any onerous, noxious or offensive activity of any sort that could interrupt and / or adversely affect the enjoyment of other parties utilizing our facilities. In the event of such onerous, noxious or offensive activity, in the judgment of management, the parties responsible for such activities will be required to leave the park immediately without a refund.

**INDEMNITY AND WAIVER OF LIABILITY:** Guest(s) shall indemnify and hold owner harmless from and against any and all claims, demands, costs, and expenses, including reasonable attorney’s fees, arising from any and all damages or injuries caused by fire, water, wind, civil strife, or acts of God, owner and / or guest(s) actions or inactions (or those of their employees, agents, or invitees), or any other related to Customer’s use or occupation of the RV site, regardless of whether such loss was caused by negligence of any of the Campground parties.

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

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

### THEFT OF SERVICE LAW

**ACCORDING TO PENAL CODE SECTION 31:04 (b)**, any guest who leaves without paying for the site services or who refuses to pay for the 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**”

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

### STATEMENT

As a customer of Boomtown USA I fully understand and accept these rules and any other attached park rules. I also agree to vacate the premises at the request of management if I violate these rules and regulations, without a refund of any prepaid fees. This agreement does not constitute a landlord / tenant agreement. Payment for sites is entirely for services rendered UNDER A HOST / GUEST ARRANGEMENT.

Driver’s License # (required):	State:
Customer Signature:	Date:

# Boomtown USA RV Resort Rules and Regulations

## SEWER AGREEMENT

In order to provide you with GREAT service we REQUIRE ALL of our campers to ONLY put human waste and toilet paper in our sewer system.

TEXAS STATE LAW REQUIRES ALL SEWER HOSES TO BE CONNECTED WITH A SEWER GASKET.

## PET POLICY

All guests must abide by the following rules: **At no time do we allow pets to be tied up UNSUPERVISED.** We also do not allow for dog houses, kennels, fences or crates to be set up outdoors. This helps our park stay clean and safe for children. Barking dogs that are a nuisance to neighbors will not be allowed outside and must be confined inside the RV. **If the problem continues we reserve the right to deny services to anyone. All dogs must be walked on a leash and are not to be running freely through the park** All pet waste must be cleaned up and properly disposed of daily. No more than 2 pets allowed per site. **We do not allow dangerous animals in the park.** Pets are not allowed in Lake or Beach area.

Type:	Breed:	Description:	Name:

Are you or anyone staying in your camper a registered sex offender?  yes  no

EMERGENCY CONTACT: Name:  PH#:

All reservations must be held with a deposit. This deposit is non-refundable if you have to make a cancellation for any reason. Once you check in, the reservation deposit will become your electricity/security deposit. We will hold your credit card number in our computer. If you are late or owe a balance, Boomtown USA has permission to charge the card on file. **NO REFUNDS!!** If you pay for a month's rent, we will not refund for any reason. Plan your stay wisely.

This is a family park and children are welcome here. We must ask that parents supervise their children at all times. For their safety, children are not permitted outside unless accompanied by an adult. Parents are responsible for their children's actions and any damage caused by their children.

Guests requesting long-term residency will be evaluated for compliance with park rules and regulations. Reviews will be conducted by management before ANY monthly extensions are approved. Violations can affect approval and we reserve the right to deny services to anyone.

When extending rent, it is due on or before the departure date (this is located at the bottom of the receipt). We **do not** have a grace period. **No exceptions!** If you are late for any reason, we have the right to turn off your electricity & tow your trailer and/or vehicles and/or tents, at the owner's expense. You must pay for your services rendered under the Theft of Services Law! We do not give evictions since we fall under the Theft of Services Law. You can be immediately revoked at anytime for any reason.

Campfires must be supervised and controlled at all times. Please put rocks around your fire to keep it secured. Only wood can be burned. Do not burn any materials, wire, furniture, etc. Please check with the office to make sure we are not under a burn ban.

## **Boomtown USA RV Resort Rules and Regulations Cont'd**

Music and outdoor activities must be kept to a minimum between hours of 10pm and 7am. Car stereos must be turned down when entering the resort. Please be considerate of neighbors.

The speed limit is 5 mph through the resort. Please remember to watch for children.

Please notify the office of any water leaks that you have either inside or outside your home. Each site is responsible for any clogging in the sewer line from there to the RV system. If the cause of the stoppage is found to be the Guest fault, the plumbing bill to clear the line will be billed or added to the guest's rent. Please do not put BABY WIPES, grease, diapers, paper towels, condoms, plastic items, or female sanitary products down the pipes. Our system cannot handle these things.

Please keep your sites clean at all times. We ask that you keep your trash and lawn furniture picked up. This will help the landscaper do a better job and also make our resort look nicer. With no exceptions, the only items allowed outside will be patio furniture. This DOES NOT include appliances, indoor furniture, clothes lines, wading pools, tools, etc. Hanging clothes lines outside is strictly prohibited. Vehicles are to be parked in designated areas only. This does not include any vacant sites or grassy areas. Non-operating vehicles are not allowed in the resort and will be towed at the owner's expense. Motorcycles are only allowed when entering or leaving the resort. At no time should they be raced through the resort roads. **Dirt bikes, go-karts, and 3 or 4 wheelers are not permitted in the resort.** Unlicensed drivers are not permitted to drive in the resort.

All visitors of our guest are welcome. We do require all visitors to register with the office during normal business hours to obtain a PARK PASS. You will be held responsible for your visitor's actions. You will be notified if we find your visitor's in violation of any park rules. Fines may be added to your account or charged to our guest. ANYONE causing problems will be asked to leave the resort and will not be allowed to return.

Guests may use the fishing pier and swimming area at no extra charge. Swimming is permitted in the designated area of the lake. Please come to the office to get your wristband each day before using the lake. All personal watercraft users are required to wear life jackets anytime they are underway. Under no circumstances will children under 12 be allowed to swim without a legal guardian. Parents are responsible for the safety of their children. All guest's must abide by the following rules: No throwing of sand or dirt, No diving, No jumping from boat or fishing piers, No glass containers, No horse playing or fighting, and No swimming after dark. **NO lifeguard on duty, swim at your own risk!**

Trash must be placed in plastic bags and tied before placing in outside dumpster. This will help keep the property clean as garbage tends to fall out of the dumpster when being emptied. Disposal of food without use of a trash bag will not be tolerated.

**Dish is to be installed on a permanent structure and not on the ground. If you choose to install your satellite on the ground and the cable gets cute for any reason you are held liable for any and all charges that may incur.**

BB guns and rifles are not permitted in the resort. The use of firearms is strictly prohibited. We DO NOT tolerate the use or sale of drugs. Failure to abide by State and Local Laws will result in immediate eviction without refund. The management will not be arbitrator in inter-neighborhood disputes. Only if it concerns the resort rules will management become involved. Disorderly conduct, abusive language, noisy disturbance and/or failure to comply by the resort rules and regulations herein contained, shall be grounds for immediate removal of the guest from the premises subject to no refund.

First violation of rules and regulations you will receive a written or verbal warning. Second violation is a fine of \$25. Third violation is a \$50 fine and you could be asked to leave without a refund.

Boomtown USA is not responsible for any lost or stolen items.

## **Boomtown USA RV Resort Rules and Regulations Cont'd**

### **Lake Access for Boomtown Guest(s) & their Visitor(s)**

Guest's visitors are welcome. We do require all visitors to register with the office during business hours to sign in. **ALL VISITOR(S) MUST PURCHASE** a daily lake wristband. **NO EXCEPTIONS!** You will be held responsible for your visitor(s) actions. You will be notified if we find your visitor's in violation of any park rules. Fines may be added to your account for your visitor(s) actions. **ANYONE** causing problems will be asked to leave the resort without a refund and will not be allowed to return.

**Who is a guest?** Guest(s) are the people registered in your site. Registered means we have your ID on file and you are also paying for these people. Each site rate is for 2 people. If you have 4 people in the site and you haven't been charged extra for them than the 4 of you are not considered registered tenants and do not get Lake access for free.

**EXAMPLE:** Sam & Tom live in site #01 along with Tom's mom and their son. Upon check in we did not charge extra for Tom's mom or for their son. This means the two guests registered are Sam & Tom and they are the ones who receive access free to the lake. When Sam and Tom's friends come over to spend the day at their RV site or in their RV, there is no extra charge for them. If Sam & Tom decide to spend the day at the lake cooking and swimming, then their friends must come to the office and pay for a wristband.

All registered guests per site (2 only per site), will receive an all-day lake pass each day. You must come into the office to get your wristband! If you are caught on the water, lake area or beach without a wristband, this could result in a minimum of a \$25 fine per person without a wristband!! We have no tolerance policy for not following the lake rules!! Please make sure you get a new wristband every day. The wristbands change every day and you wearing the correct one help there to be no confusion.

Each registered site will be given **4 LAKE passes per month (April thru Sept only)**. You can use this like cash money and can give to a friend to redeem for an all-day lake pass!! You must pick them up in the office!! They are good during that month only & will not carry over to the next month. **If you lose them, we will not give you more!**

### **Boomtown USA does not give refunds!**

**I have read and understand Boomtown USA RV Resort's Rules & Regulations and agree to abide by them. I understand that if I don't, I will be asked to leave without a refund.**

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

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

# BOOMTOWN USA RV RESORT

## RECREATIONAL USE CONTRACT RELEASE AND INDEMNITY AGREEMENT

**READ CAREFULLY:** This Recreational Use Contract involves your legal rights, and contains a **RELEASE** of all claims, and an agreement by you to **INDEMNIFY** Boomtown USA, Inc., Terry Stanley, Kristi Stanley, Ivan Barry, Barry Industrial Sand and Dredge Owner against any and all claims arising out of your recreational activities at Boomtown USA, Inc.

Parent/Guardian/Participant (if over 16): First Name:	Last Name:			DOB:	
Street Address	Apt #	City	State	Zip	
Primary Phone			Email		

(By printing my name above, I agree to Boomtown USA, Inc's Release and Indemnity Agreement. Even if I forget to sign this in the appropriate blank I agree to the agreement.)

Minors you are responsible for:

First Name:	Last Name:	DOB:
First Name:	Last Name:	DOB:
First Name:	Last Name:	DOB:
First Name:	Last Name:	DOB:
First Name:	Last Name:	DOB:

**I HEREBY CONFIRM THAT I HAVE READ THE FOREGOING RECREATIONAL USE AGREEMENT, AND THE RELEASE AND INDEMNITY AGREEMENT SET FORTH BELOW AND ON THE BACK OF THIS CONTRACT; THAT I FULLY UNDERSTAND THE TERMS SET FORTH HEREIN; THAT NO ORAL REPRESENTATIONS, STATEMENTS OR INDUCEMENTS APART FROM THE FOREGOING WRITTEN AGREEMENT HAVE BEEN MADE; AND I AGREE TO BE BOUND BY THIS RECREATIONAL USE CONTRACT AND THE RELEASE AND INDEMNITY AGREEMENT.**

***No Life Guard on Duty! Swim at your own Risk!***

Signature: \_\_\_\_\_  
RECREATIONAL PARTICIPANT

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

# BOOMTOWN USA RV RESORT

## RELEASE AND INDEMNITY AGREEMENT CONT'D

1. As the above signed Recreational Participant, I wish to enter the premises of Boomtown USA, Inc, for recreational purposes, including camping and/or participating in water sports activities.
2. I agree to abide by the Rules & Regulations of Boomtown USA, Inc., as posted, and to be responsible for my family and all members of our party's conduct and activities.
3. I understand and acknowledge that there are inherent risks involved in participation in water sports activities, including, but not limited to the following:
  - (a) Drowning;
  - (b) Injuries caused by submerged stumps, limbs, rocks, debris and other things, natural as well as manmade, including the dredge, dredge pipeline and mooring;
  - (c) Injuries and harm caused by other participants;
  - (d) Injuries caused by collisions with jet skis, boats, paddleboats, canoes, kayaks and other watercraft;
  - (e) Injuries from playing on or falling from or onto slides, and playground equipment, both on shore and water based;
  - (f) Scuba diving and snorkeling related injuries; and
  - (g) Injuries caused by diving into shallow water or unsafe areas.
4. I understand injuries associated with recreational and water sports activities include, but may not be limited to serious personal injury, death, paralysis, burns, broken limbs, amputations and blindness.
5. I hereby confirm that I am over the age of 16 and competent to enter into this Recreational Use Contract, and that I and all members of my family are in good health and capable of engaging in recreational and water sports activities.
6. I hereby agree to personally assume all risks associated with my participation in recreational and water sports activities at Boomtown USA, Inc., and for any harm injury, or damage that may befall me or any family member as a result thereof, whether foreseen or unforeseen.
7. I agree that I and my family and party shall stay at least 100 feet from the dredge in the lake.
8. In return for being permitted to enter the water park, **I AGREE** to in all things **RELEASE** and **COVENANT NOT TO SUE** Boomtown USA, Inc., Terry Stanley, Kristi Stanley, Ivan Barry, Barry Industrial Sand and Dredge Owner, and all owners, shareholders, directors, employees and agents of Boomtown USA, Inc., of and from any and all injuries and damages to me or any member of my family, in any way arising out of or related to our participation in camping, recreational activities, water sports and other activities at Boomtown USA, Inc., including those injuries and damages caused by the negligence, sole negligence or fault of Boomtown USA, Inc., Terry Stanley, Kristi Stanley, Ivan Barry, Barry Industrial Sand and Dredge Owner, and/or all owners, shareholders, directors, employees and agents of Boomtown USA, Inc., or caused by any defects in the premises or products used, rented or located on the premises, and I further **AGREE** to **DEFEND, INDEMNIFY and HOLD HARMLESS** Boomtown USA, Inc., Terry Stanley, Ivan Berry, and all owners, shareholders, directors, employees and agents of Boomtown USA, Inc., of and from any and all claims, demands, liabilities, debts, obligations, liens, lawsuits and causes of action or liabilities or any kind or nature whatsoever, that may be asserted by me or any member of my family as a result of any accidents or injuries, including death, arising out of or resulting from or in any manner relating to our activities at USA Boomtown, Inc., including injuries and damages caused by the negligence, sole negligence or fault of Boomtown USA, Inc., Terry Stanley, Ivan Berry, and/or all owners, shareholders, directors, employees and agents of Boomtown USA, Inc., or caused by any defects in the premises or products used, rented or located on the premises
9. It is expressly **AGREED** that the **RELEASE AND INDEMNITY AGREEMENT** set forth herein is intended to be as broad and inclusive as is permitted by the laws of the State Texas, and that if any portion thereof is held invalid, it is agreed that the balance shall, notwithstanding, continue in full legal force and effect.

# BOOMTOWN USA RV RESORT

## AUTHORIZATION OF DEBIT/CREDIT CARD

*Each site must provide a Debit/Credit card to stay at Boomtown USA RV Resort*

Please complete the information requested below:

We require your credit card authorization to be on file before we can process your order for service. For your convenience, we will use this authorization to charge your credit card account for any amount incurred during your stay. If you have incurred any damages or taken any of Boomtown's property, there will be additional charge's to the Credit Card on file.

Under the Theft for Service Law we have the right to charge your Credit Card for any and all services rendered.

**PLEASE PRINT CLEARLY**

Credit Card Type:   \_\_\_ AMEX   \_\_\_ MASTER CARD   \_\_\_ VISA   \_\_\_ DISCOVER

Name on Card:																				
Street Address:				Apt#			City					State				Zip				
Account Number																Exp. Date				
V-Code																				

*By signing below, I authorize this form to be kept on file with BOOMTOWN USA to debit the above credit/debit card for any purchases authorized by me, until further notice.*

SIGNATURE: \_\_\_\_\_

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

PRINT NAME: \_\_\_\_\_

**TO BE USED FOR BOOMTOWN USA RV RESORT ONLY**

## BOOMTOWN USA RV RESORT

You must pay your \$300.00 deposit before you check in. No exceptions!

You must be 21 or older to rent a cabin. You must have a valid driver's license and credit card # on file to rent a cabin.

If you stay in cabin for 6 weeks or longer a \$60 cleaning fee will be deducted from your deposit at the time it is refunded.

***Automatic payments will come out of your credit card on file each time payment is due (Remember: 11a.m. is check out time). If you want to make payment in person, please make payment prior to due date.***

Under Theft of Service you must pay before you stay! We do not allow late payments period!

At the time you are late to make payment, we have the right to change the locks or code on cabin and you will be locked out until payment is made. No credits will be given for any reason!

**You must properly check out with the office, upon your final departure, in order to be eligible to receive your deposit back.**

Any keys that were given to you must be returned to the office upon departure in order to get your deposit back.

If there are items missing or broken, you will be charged for them and it will taken from your deposit.

Do not throw away permanent air filter!! Maintenance will clean monthly! If thrown away there is a \$100 fee to replace it!

Do not hang your own things on our walls!! If hung there will be a \$100.00 fine!

**Pets are welcome!** There is an automatic \$50 fee for pets. We also charge a \$75 pet deposit on top of the fee.

No parties allowed in our cabins. This a family park.

**Absolutely NO Smoking in the Cabins! Use the back patio please. Card will be charged a \$200 if caught.**

Cabin must be clean upon departure! Clean before you leave or you will be charged a \$100 cleaning fee. If cabin is left trashed your deposit will not be refunded. Please take your belongings with you.

**All trash must be taken out to dumpster.** Do not leave in cabin.

Please take all bed linens off beds and put in a pile on top of bed.

Boomtown USA has the right to do an inspection of the cabin at any time.

We reserve the right at any time to have you leave the cabin without a refund.

If you are ever late with your payment, we have the right not to extend your stay. We also have the right to have you leave without a refund if you are consistently late on your payment.

**Your deposit will be refunded to you in approximately 14 days after Manager inspection and Owner approval.**

The responsible party who rented cabin must check out to be eligible for your deposit back.

If you move from on cabin to another for any reason, there will be a \$75 cleaning fee.

Do not mess with cords on the satellite.

Do not move furniture.

**Do not remove fire alarms. A \$200 fine will be imposed for tampering or removing.**

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

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