

WEST BAY MARINA & R.V. PARK LLC

RV SITE NIGHTLY/WEEKLY APPLICATION

RATES: \$ _____ PER NIGHT OR \$ _____ WEEK

REQUESTED MOVE IN DATE: _____

MOVE OUT DATE: _____

“PROSPECTIVE LICENSEE - PRIMARILY RESPONSIBILITY FOR PAYMENT”

NAME (First, Middle, Last, Maiden): _____ DOB: _____

MAILING ADDRESS: _____ DL#: _____

EMAIL (REQUIRED): _____ MOBILE PHONE: _____

EMPLOYER/Address: _____ PHONE: _____

Other RV SITE” PROSPECTIVE LICENSEE(S)”18 years old and older (FOUR TOTAL LICENSEES PER RV SITE see park mgt for exceptions)

FULL NAME: _____ DOB: _____ DL#: _____

FULL NAME: _____ DOB: _____ DL#: _____

FULL NAME: _____ DOB: _____ DL#: _____

CHILDREN LIVING IN LICENSEE’S RV 17 years old and younger

FULL NAME: _____ DOB: _____

FULL NAME: _____ DOB: _____

FULL NAME: _____ DOB: _____

PROSPECTIVE LICENSEE’S, RV, VEHICLE and PET INFORMATION

RV MODEL: _____ YEAR: _____ LICENSE#: _____ SIZE: _____

IF RV IS OVER 9 YEARS OLD PLEASE SUBMIT PHOTOS (FOUR TOTAL.ONE OF EACH SIDE) WITH APPLICATION

VEHICLE 1 YEAR: _____ MAKE: _____ MODEL: _____ LICENSE#: _____

PET(s) (Identify pet type, name, breed, tag #): _____

Authorization & Representation: Prospective Licensee(s) authorize West Bay Marina & R.V. Park LLC (“Licensor”) and Licensor’s agent at any time before, during and/or after any license period to: (1) obtain criminal background check(s) on Prospective Licensee(s); (2) verify any

licensing, rental, employment, or criminal history or verify any other information related to this application with persons knowledgeable of such information. Prospective Licensee(s) represent that the statements in this application are true and complete. Prospective Licensee(s) understand that providing false or inaccurate information is grounds for rejection and a breach of any License Agreement.

Notice: Unless otherwise agreed to in writing, Licensor’s RV sites remain on the market until a License Agreement is signed by ALL Licensees and by Licensor and Licensor may continue to show the Licensor’s RV site(s) to other prospective Licensees and accept another offer.

License. Subject to the Licensor’s signature on the “Accepted” Line below, and subject to the Prospective Licensee’s acceptance and agreement with all the terms and conditions set forth herein including but not limited to the “Park Rules” below, the Licensor hereby grants to Prospective Licensees a non-transferable, exclusive, limited nightly/weekly RV site License (the “License”) to use the “RV Site Assigned” for the license period. The West Bay RV Park and the area generally known as West Bay Marina (the “Marina”) are together referenced to as the “Premises”. This License Application/Agreement, including by incorporation the West Bay Marina & R.V. Park LLC R.V. “Park Rules”, is the “Agreement”.

INDEMNIFICATION/RELEASE/WAIVER: NEITHER LICENSOR, NOR ITS AFFILIATED COMPANIES, AND/OR ANY OF THEIR EMPLOYEE’S, MEMBERS AND/OR MANAGERS (ALTOGETHER THE "LICENSOR GROUP") ACTING ON THEIR OWN BEHALF, AND/OR ON BEHALF OF LICENSOR, SHALL HAVE ANY LIABILITY OR RESPONSIBILITY OF ANY KIND FOR ANY LOSS, DAMAGE OR INJURY TO OR DEATH OF ANY PERSON OR PROPERTY IN OR AROUND THE RV SITE OR ON OR IN ANY OTHER PART OF THE PREMISES AND/OR ANY RELATED FACILITIES, AND/OR FOR DAMAGE TO THE LICENSEE’S RV ITSELF, BY ANY CAUSE, EVEN THOUGH SUCH LOSS, DAMAGE, INJURY, OR DEATH WAS CAUSED IN WHOLE OR IN PART BY THE NEGLIGENCE (WHETHER SOLE, JOINT, OR CONCURRENT), GROSS NEGLIGENCE, STRICT LIABILITY OR OTHER LEGAL FAULT OF LICENSOR AND/OR ANOTHER MEMBER OF THE LICENSOR GROUP. LICENSEES HEREBY WAIVE AND RELEASE LICENSOR AND OTHER MEMBERS OF THE LICENSOR GROUP FROM ANY LIABILITY OR RESPONSIBILITY OF ANY KIND FOR ANY LOSS, DAMAGE OR INJURY TO OR DEATH OF ANY PERSON OR PROPERTY ON, IN OR AROUND THE RV SITE OR ON, IN OR AROUND ANY OTHER PART OF THE PREMISES, AND/OR ANY RELATED FACILITIES AND/OR FOR DAMAGE TO LICENSEE’S RV ITSELF, FROM ANY CAUSE, EVEN THOUGH SUCH LOSS, DAMAGE,

WEST BAY MARINA & R.V. PARK LLC
6925 LIBERTY SCHOOL TAP ROAD, AZLE, TX 76020
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INJURY, OR DEATH WAS CAUSED IN WHOLE OR IN PART BY THE NEGLIGENCE (WHETHER SOLE, JOINT, OR CONCURRENT), GROSS NEGLIGENCE, STRICT LIABILITY OR OTHER LEGAL FAULT OF LICENSOR AND/OR AND OTHER MEMBER OF THE LICENSOR GROUP. LICENSEES AGREE TO INDEMNIFY, DEFEND, AND HOLD THE LICENSOR GROUP HARMLESS FROM ALL LIABILITIES, CLAIMS, LOSSES, COSTS AND EXPENSES, INCLUDING ATTORNEY'S FEES, ARISING FROM OR RELATING IN ANY WAY TO LICENSEE'S USE OF THE RV SITE AND/OR ANY OTHER PART OF THE PREMISES, AND/OR ANY RELATED FACILITIES AND/OR THE ACTS OR FAILURE TO ACT OF ANY OF THE LICENSOR GROUP'S AND/OR LICENSEE'S VISITOR'S AND GUESTS, EVEN THOUGH SUCH LOSS, DAMAGE, INJURY, OR DEATH WAS CAUSED IN WHOLE OR IN PART BY THE NEGLIGENCE (WHETHER SOLE, JOINT, OR CONCURRENT), GROSS NEGLIGENCE, STRICT LIABILITY OR OTHER LEGAL FAULT OF LICENSOR AND/OR ONE OR MORE OTHER MEMBER OF THE LICENSOR GROUP. NOTWITHSTANDING ANYTHING TO THE CONTRARY CONTAINED IN THIS AGREEMENT OR PROVIDED BY APPLICABLE LAW OR IN EQUITY, ANY LIABILITY OF LICENSOR AND/OR OTHER MEMBER(S) OF LICENSOR GROUP ARISING FROM OR IN ANY WAY RELATING TO THIS AGREEMENT OR USE OF THE RV SITE AND/OR OF ANY OTHER PART OF THE PREMISES, AND/OR ANY RELATED FACILITIES SHALL BE STRICTLY LIMITED TO THE AMOUNT OF THE MONTHLY LEASE PAYMENTS WHICH HAVE ACTUALLY BEEN PAID BY LICENSEES UNDER THIS AGREEMENT, EVEN THOUGH SUCH LOSS, DAMAGE, INJURY, AND/OR DEATH WAS CAUSED IN WHOLE OR IN PART BY THE NEGLIGENCE (WHETHER SOLE, JOINT, OR CONCURRENT), GROSS NEGLIGENCE, STRICT LIABILITY OR OTHER LEGAL FAULT OF LICENSOR AND/OR OTHER MEMBER OF THE LICENSOR GROUP. THIS AGREEMENT IN NO WAY CREATES OR SHALL BE DEEMED TO CREATE A GENERAL OBLIGATION OF THE LICENSOR AND/OR ANY OTHER MEMBER OF THE LICENSOR GROUP AND SHALL BE STRICTLY CONSTRUED AND LIMITED AS PROVIDED IN THE PRECEDING SENTENCE.

West Bay Marina and R.V. Park LLC RV "Park Rules"

ALL LICENSEES, THEIR GUESTS, AND OTHERS ON THE PREMISES MUST ABIDE BY THE PARK RULES BELOW. WEST BAY MARINA AND RV PARK LLC. (the "Park") RESERVES THE RIGHT TO AMEND, ADD TO, OR MODIFY THE PARK RULES AT ANYTIME WITHOUT PRIOR NOTICE.

ARRIVALS AND DEPARTURES:

- New arrivals must contact someone in the office when they arrive. A park employee will assist in parking one's RV to make sure it is the correct site and properly positioned.

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- Check in time is 12:30 pm to 5:00 pm for overnight stays and check out time is noon. Any changes must be approved by management in advance.
- Boat launching is not included in the RV site rates. Please see management about boat launching, boat storage, and/or trailer parking/storage.

RV RIG, OTHER VEHICLE AND RV SITE APPEARANCE:

- Management reserves the right to prohibit accommodations for RVs and other vehicles that are not deemed to be in good and clean condition and appearance; and if an existing RV or other vehicle has deteriorated due to age/neglect etc. management reserves the right to cancel pending license.
- No structures of any type may be constructed at an RV site without the prior approval of management. *If an approved structure is constructed on the site which contains a washing machine the Licensee agrees to pay an additional fee of \$15 month to cover the additional water/sewer costs.*
- If structures located on a RV site become unsightly due to lack of maintenance, age, etc. (in the opinion management) then licensee will be given the option to repair, replace, or remove the structure.
- Outside storage is not permitted. RV sites must always be kept clean and clear of litter.
- No swimming pools or trampolines are permitted at RV sites.
- Holiday decorations must be removed within 14 days after the holiday.
- No boat trailers or tow-behinds are permitted at RV sites. See Park management concerning where to park trailers and if there is a charge for storage.
- Trees may not be cut down or trimmed without park management approval.
- Absolutely no watering the roofs of RV's is permitted for the purpose of cooling the roof.

SPECIAL RULES FOR RV SITES LOCATED SOUTH OF THE CREEK!

*Sites South of the creek will have strict standards with respect to decks, outbuildings, awnings, etc. that are different than the remainder of the Park. These standards will include size, location, type of construction, color etc. See management for more information with regards to approved sample plans, approved materials, etc.

DOGS & OTHER ANIMALS:

- Dogs may be permitted provided they are not among the following breeds or mixed breeds: Pit Bulls & Staffordshire Terriers, Doberman Pinschers, Rottweilers, German Shepherds, Chows, Great Danes, Presa Canarios, Akitas, Alaskan Malamutes, Bull Mastiffs, Siberian Huskies and Wolf-hybrids or any other dog that is aggressive in the opinion of park management. Exceptions can be made for certified service dogs that may be of a breed noted above.
- All dogs must have collars and wear a valid tag showing they have a current rabies vaccination.
- No more than one dog per RV site without written approval from management.
- Fences for dogs cannot be built/installed without management approval.

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- All dogs must be kept on a leash when not inside your RV (unless inside an approved fence). Dogs may not be chained up or caged outside the RV.
- Dogs must always be cleaned up after and may not run free in the park under any circumstances.
- Excessive barking will not be tolerated.
- Failure to adhere to the above rules concerning dogs may result in revocation of License.
- No other types of pets are allowed without written permission of management. No chickens, horses, cows, pigs, other farm type animals, or exotic animals are permitted.
- Dog owners will be liable for all damages and/or injury caused by their dog. If management receives more than two written complaints with respect to excessive barking, biting a person or other dog, or displaying aggressive behavior the licensee(s) will be required to remove the dog from the park.

PARKING AND VEHICLES:

- In many cases only one motor vehicle (other than Licensee's RV) may be parked at the RV site. Subject to Park management's approved variance, some RV sites may be allowed two vehicles per site. See Park management regarding requests for more than two vehicles (other than RV) on park premises. Overflow parking is available. See management for specific overflow parking areas and for additional fees (if any). Pay close attention to the booting & towing policy posted and included in your lease/license.
- Those licensees and accompanied guest wishing to visit the beach area or restaurant (or work at the restaurant) on busy weekends shall walk or use a golf cart.
- All vehicles owned/used by a licensee must be identified on that licensee's license agreement.
- The speed limit in the park is 5 MPH and this applies to all types of vehicles.
- No parking in the roadway. Towing is enforced for vehicles improperly parked.
- No vehicles allowed on grass areas of the park.
- All motorized vehicles operated on the premise must have a current registration, be in good physical repair (i.e. no wrecked vehicles) and must be operable. Vehicles with loud mufflers are not permitted.
- Licensees may not build, rebuild, or repair vehicles or their RV anywhere on the Premises at any time – other than inside approved storage buildings.

GOLF CARTS & SIMILAR TYPE VEHICLES:

- The operation of Dirt Bikes, go-carts or similar vehicles off-road type vehicles are not permitted anywhere on the premises.
- Cart operator must hold a valid driver's license unless driver is accompanied by a parent or guardian who has a valid driver's license. Parent or guardian must always be in the front seat next to a child driving the cart.
- Vehicles must be in good working condition. No loud mufflers allowed.

- Vehicles must have working headlights and headlights must be turned on when cart is being operated at night. Flashlights are not a replacement for working headlights.
- Vehicles may only be driven on roadways. Absolutely no carts are to be in the recreation area and carts are not to be driven between RV sites.
- No driver may operate a vehicle in a manner that may endanger themselves or others.
- No more than two golf carts or similar type vehicles per RV site and carts must not be parked in the roadway at any time.
- No one shall be allowed to ride on a cart while standing, squatting or otherwise not sitting in a designated seat.
- “No Parking” signs apply to carts as well as other types of motor vehicles.
- Failure to abide by the above rules concerning carts or similar type vehicles may result in licensee losing their right to use the golf cart on park premise or termination of your license to be on park premises.

SWIMMING AND FISHING:

- Swimming is allowed in the designated swimming area only. No lifeguards are on duty and children **MUST** be accompanied by their parent(s) or guardian.
- No swimming is never allowed off the boat docks or seawall. Many of the docks contain underwater bracing that cannot be seen from the surface. Extreme care must always be taken when walking on a boat dock.
- If licensee invites a guest(s) to go swimming and/or picnicking, the guest(s) must always be accompanied by the licensee.
- Fishing is allowed off the seawall or at the end of A-dock only for licensees that have been issued a valid fishing permit. **THESE ARE THE ONLY TWO AREAS ONE CAN FISH UNLESS THEY HAVE AN ACTIVE SLIP LEASE.** Licensee must obtain a permit and a full list of fishing rules in the office during normal business hours. Each licensee and their spouse/significant other will be issued a fishing permit. Additional permits may be purchased at the office. Fishing is never allowed in the swimming area or off the end of “F” Dock. Cast nets are not permitted on the boat ramp if any one is waiting to launch/retrieve a boat.
- Guest(s) of licensee(s) that wish to fish must purchase a fishing permit.
- Do not place fish parts in ANY trash receptacle on the marina premises. If a tournament is using the weigh-in gazebo they must empty the holding tanks and clean up any trash in the area before leaving.

TRASH DISPOSAL:

- All trash disposed of on these premises **must have been generated at this premises.** No trash of any type shall be brought into the marina for disposal.

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- No trash of any kind is to be left outside the disposal facility.
- Trash should be securely bagged and placed inside the dumpster and as far to the back as possible.
- All cardboard boxes must be broken down and placed inside the dumpster. This includes beer/soda cartons.
- No furniture, appliances, water heaters, mattresses, large items, construction debris, auto or boat parts or other durable goods are to be put into the dumpster or left outside the disposal site. All these types of garbage must be taken to the City Dump by you.
- Other open top dumpsters that may be on premises, from time to time, are for marina use only.
- No fish or fish parts are to be put into the dumpster.
- No trash or bags of trash can be placed under your RV or anywhere on the RV site.
- If dumping liquids (not motor oil, flammables or paint as these items can never be put in the trash) they must be sealed in a container that will remain leak free.
- **Those caught in violation of our rules with regards to trash disposal will be subject to fines and/or eviction. See management for a current schedule of fines for not following trash disposal rules. BEWARE.....CAMERAS ARE USED FOR SURVEILLANCE AND FINES ARE VERY AGGRESSIVE!**

GENERAL RULES:

- Quiet hours are generally from 10:00pm to 8:00am. Occasionally, (mostly on weekends and holidays) there will be occasions where a band may be playing after 10:00pm at the bar or in the park. **Quiet hours do not apply to waste removal companies, delivery trucks, boat launching or school buses.**
- No licensee(s) or guest(s) of a licensee shall be present around boat ramp, seawall or path to trailer parking area and disrupt, create a bad atmosphere, kid, chastise, make fun of, heckle etc. anyone attempting to launch a boat, attempting to load a boat on a trailer, attempting to back a trailer down the ramp and/or exiting the ramp area to a trailer parking area. *{While the boat ramp area can be most entertaining, WE (you and the Park) do not want to get a bad reputation among boaters that West Bay and the people that live here create a bad atmosphere for boaters and their families anywhere on the Premises including (with zero tolerance) at the boat ramp. Everyone has a bad day occasionally and a critical audience can make matters worse}.*
- **Licensees are to notify park management in cases where someone is speeding in the park and are asked to refrain from calling out those who may be driving more than 5 MPH.**
- No open fires are permitted unless contained in a bar-b-que, smoker or small chimenea.
- Do not move your RV from your currently assigned RV site without management approval. There will be a \$50 move fee applied each time a move is approved.
- Licensee's and their guests that smoke should not throw cigarette butts on the ground.
- No clothes lines are permitted.

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- All guests/visitors of Licensees that will be staying more than 7 days must be added to the license agreement and provide information to have background checked for criminal activity. No more than 4 people staying overnight (licensees and guests combined) per site without management approval.
- Offensive activities, abusive language, interference with RV park employees, RV park owners, marina tenants, their guests, any park or marina visitor, other park licensees and/or guests by licensee's, their guests, or children can be cause for revocation of a license.
- **Absolutely no sub-letting of a RV site or RV is allowed. This includes short term rentals aka VRBO etc.**
- Discharge of firearms, paintball guns, BB Guns, pellet guns, sling shots and/or fireworks of any kind is not permitted on park premises.
- Licensees will be held liable for damage to grounds, electric meters, plumbing, etc. should damage be due to licensee's or their guest(s), visitors, or children's negligence.
- The use of a sewer ring or other means to contain sewer gases must be used and are not furnished by the park. All sewer lines must be free of leaks and have a "dough-nut" or treaded attachment to our sewer lines.
- Generators will only be operated (1) during true emergencies or (2) for monthly systems checks during Park office normal business hours.
- No person is allowed to climb on trees or stand on picnic tables. No one may ride bicycles in the park after dark. Bicycles and/or skateboards are not allowed on the seawall or boat docks.
- A minor curfew is enforced. Minors, without their parents or guardians with them, should be at their RV site between 10PM & 6AM. Children should always be accompanied by parent or guardian around boat ramp and docks. No child under the age of 16 should ever be on a boat dock without parental supervision.
- Providing anyone, that is not a resident of your RV, with the gate code for the rear gate will result in loss of use of the rear gate and/or eviction.
- No licensee, tenant or their guest(s) may put chairs on the walkway in front of the restaurant/bar at any time, nor should they congregate in that area or stand at the fence with the expectation of listening to a band that might be performing.
- **No licensee or tenant may rent their boat, jet ski or RV to others. As in a VRBO or boat rental operation.**
- **No person wishing to launch their boat or jet ski at West Bay Marina shall not do so with the intention of renting the vessel to others.**
- **All commercial operations that wish to use our facilities must have an approved application on file and have paid the proper fee. This includes but not limited to dock building/repair, fishing guides, etc.**

I, PROSPECTIVE LICENSEE PRIMARILY RESPONSIBLE FOR PAYMENT, _____ HAVE READ THIS LICENSE APPLICATION AND I AGREE TO THE AUTHORIZATION & REPRESENTATION ABOVE. I HAVE ALSO REVIEWED THE LICENSE AGREEMENT INCLUDING THE "PARK RULES".

SIGNED: _____ Date: _____

I, PROSPECTIVE LICENSEE, _____ HAVE READ THIS LICENSE APPLICATION AND I AGREE TO THE AUTHORIZATION & REPRESENTATION ABOVE.

SIGNED: _____ Date: _____

I, PROSPECTIVE LICENSEE, _____ HAVE READ THIS LICENSE APPLICATION AND I AGREE TO THE AUTHORIZATION & REPRESENTATION ABOVE.

SIGNED: _____ Date: _____

I, PROSPECTIVE LICENSEE, _____ HAVE READ THIS LICENSE APPLICATION AND I AGREE TO THE AUTHORIZATION & REPRESENTATION ABOVE.

SIGNED: _____ Date: _____

RV SITE ASSIGNED: _____

FROM: _____ TO: _____

TOTAL PAYMENT COLLECTED: _____