

RED BARN

R A N C H

Red Barn Ranch, a DBA of Seven Suns Properties, here in and following referred to as "Landlord" or "RBR", located at 890 Hwy 183 Florence, TX 76527, agrees to rent the RV space located at **555 Road Boulevard** to the individual(s) **John Doe, Jane Doe** here in, and following referred to as "tenant(s)", beginning on: **11/16/2022** and extending through **the last day of the month**.

Security Deposit: A **\$350.00 security deposit** is required to cover any unpaid electricity bill, site repairs or clean up caused by tenant(s) prior to vacating the RV Park. This security deposit will be refunded by the 10th of the following month after tenant vacates the RV Park minus any outstanding bills not already paid.

One time Internet Connection Cable Fee- **20.00**. The cable is required to connect the internet to a router within your RV. The cable is yours to keep, once purchased.

Rental Rate includes- 5 people, 2 adults and 3 children or 3 adults and 2 children. Additional occupants must be approved by management and a \$50.00 fee per occupant, per month will be required.

The monthly rent shall be:

RV Space	\$700.00
Total Rent	\$700.00

Rent is due upon move-in, and **on or before the 1st day of each month**. Any rent not received by the 1st of the month will have late fees added at **\$10.00 per day late**. If rent is paid in full by the 5th of the month the late fees for the first 5 days will be waived. If rent is not paid by the 5th, late fees will be added until the tenant pays rent in full plus any late fees due. If rent and fees are not paid by the 6th a 72 hour notice may be issued to the resident(s).

One full month rent is due at signing. On the 1st of the next month any prorated amount from move-in is due- (Example: move-in on the 25th of the month, will equal to 5 days prorated rent due at the beginning of the 2nd month). **The Total Rent/Mo is then due on the 1st of all subsequent months. (Any partial month is calculated as the "Total Rent/Mo"/30 x the # of outstanding days rent is owed.)**

"Automatic Rental Agreement Renewal" Clause and "Intent of non-renewal" notice

After the initial rental period, the rental agreement will automatically renew on a month-to-month basis on the **1st of the month** unless an "Intent of non-renewal" notice is given by either the tenant(s) or the landlord or the "Automatic Rental Agreement Renewal" clause is terminated by non-payment, late payment or other actions that violate this lease. A written "Intent of non-renewal" notice must be delivered **by the 15th of the month to the office**. No verbal communications will be accepted in lieu of written notice. **If no "Intent of non-renewal" notice is received by the 15th, a \$150.00 fee will be held from the security deposit.** The RV site must be vacated by the last day of the month at 12:00 pm (noon) following an "Intent of non-renewal" notice. An overstay fee of \$150.00 plus a daily fee of \$25.00 for remaining in the RV Park after the last active day of this agreement, for up to 5 days will be charged. Full rent is due if you remain in the space past the 5th of the month.

PLEASE NOTE: Refunds of rent or partial refunds of rent are not given once rent has been paid, regardless of move out date.

Methods of Payment: Rents and Electric bills may be paid through RENTEC DIRECT, cashier's check, personal check, money order or cash. Checks must be payable to **Seven Suns Properties**. **Paying with cash is strongly discouraged.** There is a drop-box at the Red Barn Ranch Office for rent and electric payments in the form of a check. Please include your space # with your payment. Tenants will be able to view a receipt on their tenant portal. **Cash payments must be made to a Red Barn Ranch owner or manager and if payment by cash is placed in the drop box and there is a dispute about the amount paid the tenant is liable for the difference. A receipt will be emailed to the tenant at the time of payment.**

Storage Barn Please see “Storage Barn Addendum” for all information regarding the use of our storage barns.

Electricity Usage Tenant(s) agrees to pay monthly for electricity used @ **11** cents per KWh recorded on the electric meter provided to their site, and billed by Red Barn Ranch RV Park. **The electricity bill is due on the 10th of the month.** Failure to pay electricity bill by the 10th of the month will result in a late fee of \$10.00 per day. If the electric bill is paid in full by the 15th the late fees for the first 5 days will be removed. If the electric bill is not paid by the 15th the late fees will continue to be added until the bill is paid. Continued failure to pay the electric bill will result in a 72 hour notice to pay or quit.

Dumpster Use Tenant(s) may deposit only bagged household trash into the dumpsters. All other products must be taken elsewhere to be disposed of. We suggest the Georgetown dump. If unauthorized items are placed in the dumpster a \$100.00 fine will be added to your account.

Rights of the Landlord:

Any rights not expressly stated below under “Rights of Tenant” remain with the landlord and Red Barn Ranch RV Park management. Any items of any kind outside of the RV may remain AT THE SOLE DISCRETION of Red Barn Ranch management. This is necessary to maintain a consistent theme and quality of life in the park.

Red Barn Ranch management retains the right to revise the stated RV Park rules and guidelines without notice. Red Barn Ranch management reserves the right to make judgment calls as to the appropriate nature of any item on the lot beyond the RV itself and two primary vehicles. **Items deemed inappropriate, unsightly, or a liability hazard by Red Barn Ranch management or in violation of stated park rules must be removed within 72 hours of written “Texas notice to quit” related to violation.** The rights of the landlord and Red Barn Ranch RV Park management to monitor and control overall park quality shall not be limited to stated RV Park rules and guidelines. Tenant agrees to keep the area around their RV and space litter free and uncluttered. The definition of “litter free and uncluttered” shall be at the sole discretion of Red Barn Ranch management.

If the tenant(s) leaves or abandons the RV site early without written notice to RBR for more than 10 days during the active rental agreement term, the agreement will be deemed terminated by the tenant and the site will be deemed available to rent. No partial rent or deposit refunds will be given under these circumstances. Tenant grants RBR the right to tow any vehicle and dispose of any items left by the tenant or remaining on the lot, in the lot storage barn, in additional parking storage areas, or on the property of RBR.

Same rights apply if any items remain once this agreement is terminated for non-payment or violation of RBR park rules.

Lot Parking: Two non-commercial vehicles (car/light truck) in addition to your RV are allowed to park on the concrete pad provided. **At the discretion of Red Barn RV Park management,** tenants may also keep 1 accessory vehicles such as motorcycles or golf cart as long as they fit comfortably on the concrete pad. Every effort shall be made by the tenant to ***stay off the grass areas with vehicles***, when entering or exiting the pad or RV Park. In no case shall a vehicle regularly extend into the street or onto the grass areas.

Additional Vehicles, Boats, Trailer and Commercial

Space is available for paid parking for vehicles or trailers beyond the two primary vehicles (or those allowed on the lot at the discretion of Red Barn RV park management). A parking permit fee will be charged on a monthly basis for each additional vehicle or trailer. Extra vehicles must be parked in an assigned space in designated areas. Vehicles not parked in designated areas or parked without proper permitting are subject to towing at tenant’s expense. To park additional vehicles a “**Red Barn Ranch Parking Permit**” addendum will need to be signed and added to your file. **Note: Park management reserves the right to change assigned parking spots for overflow vehicles on a monthly basis.**

Tenant Initials J.D. (initials)

Lot Maintenance Policy: Tenants shall keep their lot “neat and clean” This includes trash bags, toys, dog mess and any other general clutter. “Neat and clean” is strictly a definition determined by Red Barn Management. Inability to keep a “neat and clean” lot is a cause for termination or non-renewal of your agreement. Tenants are generally responsible for caring for their own yard, by hand watering, weed eating or mowing. Lawn care service may be provided for an extra monthly fee of **\$_30.00_**. All gardening activities must be approved by RBR, and kept maintained by the tenant. Red Barn Ranch management reserves the right to freely enter, mow, weed or otherwise maintain any lot that needs upkeep, repair or maintenance. **IF REQUESTED:** Red Barn will show due diligence to notify the residents who are present prior to beginning any work.

Noise Policy: Tenant(s) agrees to be respectful of other RV tenants, to keep noise at a minimum after 9:00 PM. Tenant(s) agrees that late night generator use, loud music, reckless driving, public fighting or cursing, public intoxication or any other publicly disorderly conduct may be cause for contract termination and removal from the park. Generator use is only allowed in emergency situations.

Children, minors and guests: Tenant(s) are responsible for the actions of their children and their guests. Children under 16 years old must be supervised by a parent or guardian at all times. Children are not permitted to play in the street. Teenagers must be made aware that their actions have consequences. Vandalism, public disturbance, trespassing, littering, risky behavior or other negative impacts caused by dependents and guests may be cause for termination of the agreement of the sponsoring tenant.

Laundry Policy: Tenant(s) agrees to keep the laundry room clean, and remove laundry from washers, dryers and tables in a timely manner. Loads of laundry may be removed if left unattended. Landlord is not responsible for items lost in the laundry room.

Pet Policy: Pet Deposit \$100.00: All pets must be approved by RBR. A picture of each pet must be submitted and kept on file upon signing. Aggressive or chronically barking dogs are not allowed. Dogs are not to be left outside unattended, and any and all barking should be addressed by pet owners as to not disturb your neighbors. In accordance with Texas state law, no pets are allowed to be tethered outdoors without an adult present. Tenant(s) agrees to keep pets (this includes dogs, cats and any other indoor/outdoor pet) on a leash or fenced unless in designated dog park areas. Tenant(s) agrees to pick up their pet feces and dispose of it in a pet waste station or designated trash receptacles. Loose pets that generate complaints of threat to humans walking or other pets on a leash must be removed on the 2nd verifiable complaint to avoid agreement termination. We have a limit of 2 pets per space, unless prior approval by management is granted. If tenants are not compliant with our policies, tenants will receive (1) a verbal warning, (2) a written warning, (3) a \$50.00 fine, (4) additional \$50.00 fine as well as grounds for removal from the park.

Mailbox Policy: One time fee of **\$10.00** Mailboxes must be reserved at the Office. You will be given a key to the box that coincides with your space #. The mailboxes are located on the North side of the main entrance to Red Barn Ranch RV Park. Upon your departure from Red Barn please return mailbox keys to the office.

Guests Policy: Tenant(s) are limited to 5 day guests or 2 overnight guests unless the tenant obtains a “Special Event Permit” in writing from Red Barn Ranch RV Park management. Tenant(s) is responsible for ensuring that their guests follow rules of the park and do not disturb other tenants. Residents are required to notify the office when they have guests in the park. If no contact is made with the office about guests, the guests will be subject to charges of trespassing. Guest must park in designated guest parking areas. Vehicles parked outside of the guest parking area will be towed at vehicle owner’s expense.

Red Barn Ranch RV Park management reserves the right to require any guest to leave the RV park for any reason deemed reasonable by RBR management. RBR reserves the right to ban any non-resident person or vehicle from the RV Park for any reason RBR management deems reasonable. Any violation of such a ban will be deemed a criminal trespass.

Tenant Initials J.D. (initials)

ABSOLUTELY NO illegal activities will be tolerated, and will be cause for termination of lease and immediate ejection from park without refund of any kind. NO business may be run from this park that requires traffic into and out of Red Barn RV Park.

If tenants are not compliant with our policies, tenants will receive (1) a verbal warning, (2) a written warning, (3) a \$50.00 fine, (4) additional \$50.00 fine as well as grounds for removal from the park.

Pool Privileges: Any tenant wishing to use the pool facilities must sign a "Pool Use Liability Waiver" addendum and rules document. The tenant(s) and all guest must strictly obey all the rules and regulations for safe pool use posted on pool signage and listed on the "Pool Use Waiver" addendum. **NO LIFEGUARD ON DUTY. SWIM AT YOUR OWN RISK.**

Rights of Tenant: Renting an RV space grants the tenant the right to park **one** RV and **two primary non-commercial vehicles (cars/light trucks)** on the **designated space** (see "Parking" for additional vehicles). Tenants may make **personal use** of the water, sewer hookup, internet (Wifi or hardline), and the common community dumpster for trash disposal. Utilities are for the **private use of residents** and solely intended to serve the **residential needs of the tenant's RV on the lot**. Tenants are strictly prohibited from subletting the RV Lot, related shed or any portion thereof or distributing or selling or otherwise outsourcing RV Park utilities to any 3rd party. Any such action will be considered theft resulting in legal action and immediate removal from the RV Park. The park is on well water, vehicle and RV washing is not allowed unless the tenant hires a company that brings their own water source. The dumpsters are for house hold trash only! No furniture or bulk items are allowed in the dumpster or dumpster area. Residents will be issued a \$100.00 fine for misuse of RBR dumpsters.

Tenant(s) agrees to **hold harmless Red Barn Ranch RV Park, a DBA of Seven Suns Properties**, of any damage to their RV, vehicles, person, pet, or property that occurs on the premises of Red Barn Ranch RV Park, due to acts of individuals, animals, or acts of nature.

Tenant(s) agree that in the event of termination of the rental agreement by Red Barn Ranch RV Park due to delinquent rent, electric payment, or other failure to uphold the rental agreement by the tenant, that Red Barn Ranch RV Park has the right to have any vehicles, RVs, or other objects removed from their site at the tenant(s)'s expense in the event the tenant does not do so within a 24 hour period at termination of the rental agreement. **Any verbal abuse of staff members will be grounds for rental agreement termination.**

Amounts Due:

Security Deposit	\$350.00	Payment due to reserve space
Pet Deposit	\$100.00	Due with security deposit (if applicable)
1st Month Rent	\$700.00	Due prior to parking
Internet Connection Cable	\$20.00	Due prior to parking
Mailbox Key	\$10.00	Due prior to parking

Prorated Rent for the 2nd Month Due: On the 1st of the following month. Plus **Electric billed separately.**

For residents that move in on the first of the month, there will not be prorated rent. Full rent will be due on the 1st of every month to continue your rental agreement. Tenant Initials J.D. (initials)

****The terms of this rental agreement are modified from time to time based on the needs of the park.
By paying your rent on the 1st of every month you automatically renew your monthly rental agreement, and therefore agree to the terms of the most current agreement.**

You can find our most current lease on our website.

I/We have read and fully understand this rental agreement and have full authority and legal rights to commit to the terms and conditions of this contract. I/We agreed to abide by the same during tenancy at Red Barn Ranch RV Park.

Tenant: Signer: John Doe Date: 11/02/2022

Signer: Jane Doe Date: 11/02/2022

Red Barn Ranch RV Park

Manager: Gerry Mann Date: 11/02/2022

Red Barn Ranch Storage Barn Addendum

Red Barn Ranch, a DBA of Seven Suns Properties, here in and following referred to as "landlord", located at 890 Hwy 183 Florence, TX 76527, agrees to rent one 12'x16' storage barn that is included with the RV space, to John Doe, Jane Doe here in, and following referred to as "tenant(s)", beginning on 11/16/2022 and extending through the same terms as the RV space rental agreement.

This rental agreement will then **auto renew** on a month to month basis, beginning on the 1st of the month, until terminated by the tenant(s), or the landlord. Renewal of monthly agreement is solely determined by Red Barn Ranch. This rental agreement is in combination with the RV Space, and can not be rented separately.

Rent- The monthly rent is included with the RV space and is due by the 1st of the month. **Rent not received by the 1st will incur a late fee of \$10.00 per day until paid.** If rent is paid by the 5th, late fees will be removed. If rent is not received by close of business on the 5th, rent and all fees will be due on the 6th. If rent and all fees are not paid the rental agreement will be subject for termination and a 72 hour notice will be given.

In the event the agreement is terminated for non payment, Landlord may deny access until paid in full. If not paid in full, (including late fees), within 30 days, Landlord may place a lien on the contents, and/or remove any contents/property in the storage unit.

Lien- If contract for storage barn is forfeited by tenant due to non-payment, Landlord shall have a lien placed on any property in the storage space, and shall have the right to sell the property at public or private sale or as provided by law .

Use- Tenant(s) shall not keep in storage space any explosive, inflammable, hazardous or illegal substance in the storage. Tenant may not house any animals, pets, or people in an ongoing manner. Subletting or subleasing the RV space and/or it's storage unit is not allowed. Tenant shall make no alterations to the storage space without written consent from the Landlord. Landlord shall have the right to enter the storage space for inspection or repairs. Tenant is responsible for notifying Landlord of any needed repairs.

Liability- This agreement is made on the express condition that, while Landlord shall exercise reasonable care in operation of the premises, Landlord shall not be liable for any loss or damage caused by water, fire, natural or other causes, to tenant or tenant's property. Tenant is encouraged to carry **Renters Insurance**.

Security Deposit- Is in conjunction with RV rental space. The Storage Barn along with the rental space must not be left in disarray, or damaged and in need of repairs when tenants leave the park.

Signer: John Doe Date: 11/02/2022

Tenant(s)

Signer: Jane Doe Date: 11/02/2022

Manager: Gerry Mann Date:
11/02/2022

Pool Rules & Information

NO LIFEGUARD ON DUTY

*****Pool use is at your own risk*****

No Running

No Diving

No Jumping into the pool from any area, to include the waterfall

No sitting or climbing on waterfall and surrounding rocks

No Glass containers in pool area

NO ALCOHOLIC BEVERAGES in pool area

No food in the pool. You may have food in the pool area.

No children under the age of 14 allowed in the pool or area without adult supervision.

No diapers allowed in the pool, SWIM DIAPERS ONLY.

Always be sure the gate closes behind you, when entering and leaving.

Our pool season is April-October.

Pool Hours:

Daily 9:00 AM-8:00 PM

Adults ONLY- Daily 8:00 PM - 9:00 PM

*Red Barn Ranch reserves the right to remove pool privileges from any resident for violation of our rules or any reason deemed necessary by our management team.

*All rules, hours and fees are subject to change based on the use of the pool and discretion of the management team.

Signer: John Doe Date: 11/02/2022

Signer: Jane Doe Date: 11/02/2022

Manager: Gerry Mann Date: 11/02/2022

Pool Waiver

RELEASE, WAIVER OF LIABILITY, ASSUMPTION OF RISKS and INDEMNITY/HOLD HARMLESS AGREEMENT for use of RED BARN RANCH COMMUNITY SWIMMING POOL

1. Defined terms under this Agreement:

“Association” – RED BARN RANCH RV PARK

“Minors” – shall mean the minors who are listed on the application, and are the children, foster children, wards or otherwise the legal responsibility of the Users.

“Released Parties” – shall mean the Association and each of the above-named parties’ owners, partners, contractors, and employees.

“Swimming Pool” – shall mean the Association’s swimming pool, and pool area located at 890 US HWY 183, Florence, TX 76527

“Users” – shall mean each signatory to this document and each signatory’s Minors, heirs, successors, representatives and assigns.

2. The undersigned Users do hereby execute this Release, Waiver of Liability, Assumption of Risks and Indemnity/Hold Harmless Agreement (the “Agreement”) for himself/herself/themselves and his/her/their heirs and any of their Minors, guests and invitees and acknowledges the inherent risks involved in the use of the Association’s Swimming Pool, which risks include, but are not limited to bodily injury, sickness, disease or death from using the Swimming Pool. Users also acknowledge and understand that use of the Swimming Pool by Users, as defined below, is potentially dangerous and that the type of injury or damage described above can occur when using the Swimming Pool. **USERS UNDERSTAND THERE WILL BE NO LIFEGUARD ON DUTY DURING THE TIMES USERS WILL BE ALLOWED ACCESS TO SWIMMING POOL UNDER THIS AGREEMENT AS SET FORTH IN PARAGRAPH 3 BELOW AND AGREE TO ASSUME ALL RISKS ASSOCIATED THEREWITH.**

3. The allowed use of the Swimming Pool by Users, their Minors, their guests and invitees under this Agreement will begin only on the dates and for the times set forth attached hereto and incorporated herein for all purposes.

4. Users understand and agree that each of his/her/their guests must (i) sign a Guest Release form promulgated by the Association prior to allowing access to the Pool, and (ii) Initials, list the guests’ names and addresses attached hereto and incorporated herein for all purposes.

5. Users must at all times have a signed waiver on file with the Association.

6. Any Users under the age of 14 years old must be accompanied by a User over the age of 18 years old.

7. Users must securely close the gate upon entering or exiting the Swimming Pool area. Any damages to the Association resulting from a violation of this Paragraph 7 by Users will be the responsibility of the Users for which the Users do hereby agree to pay and indemnify and hold the Released Parties harmless therefrom.

8. Users agree to clean up any trash or other items left by Users in the Swimming Pool or in the vicinity after each use. Any damages to the Swimming Pool, Association personal property in the Swimming Pool area or to any Association property by Users under this Agreement will be the responsibility of the Users. Should the Association have to pay for any clean-up or damages by Users under this Agreement, same amount must be reimbursed by the

Users to the Association within ten (10) days of being invoiced by the Association. Interest at the rate of 18% per annum will be added to any damages not reimbursed to the Association within ten (10) days of the date of the invoice from the Association.

9. In exchange for being permitted to use Swimming Pool and for other good and valuable consideration, the sufficiency of which is hereby acknowledged, the undersigned Users, for himself/herself/themselves, release and agree not to make or bring any claim of any kind against the Released Parties for: (1) any injury (including death), disease or sickness to Users, Minors or their guests and invitees related to the use or operation of the Swimming Pool; (2) any damage to personal property whether or not caused by the negligence of the Released Parties or not; or (3) any other cause arising out of or related to Users, Minors or their guests and invitees use of the Swimming Pool or Swimming Pool Area.

10. In consideration for being allowed to use the Swimming Pool under this Agreement, and for other good and valuable consideration, the sufficiency of which is hereby acknowledged: **USERS AGREE TO INDEMNIFY AND HOLD THE RELEASED PARTIES HARMLESS FROM LIABILITY OR CLAIMS, DEMANDS, DAMAGES AND COSTS FOR OR ARISING OUT OF: (1) ANY DAMAGE, INJURY, DISEASE, SICKNESS OR DEATH TO USERS OR THEIR MINORS, GUESTS OR INVITEES RELATED TO THE USE OR OPERATION OF THE SWIMMING POOL; OR (2) ANY DAMAGE OR LOSS TO PERSONAL PROPERTY CAUSED BY OR RELATED TO THE USE OR OPERATION OF THE SWIMMING POOL. USERS UNDERSTAND, ACKNOWLEDGE AND STIPULATE THAT THIS INDEMNITY AGREEMENT INCLUDES ANY SUCH CLAIMS, DEMANDS, DAMAGES AND COSTS ARISING OUT OF NEGLIGENCE ON THE PART OF THE RELEASED PARTIES.**

11. Users stipulate and agree that invalidation of any term(s) or provision(s) of this Agreement by judgment or other court order shall not affect any of the other terms or provisions and such other terms and provisions shall remain in full force and effect.

12. Users understand and agree the Association may terminate this Agreement at any time.

13. Users agree that he/she/they will be responsible for any and all legal fees incurred by the Association for any proceeding or action brought under or with relation to this Agreement. Initial(s): We hereby acknowledge that **THERE IS NO LIFEGUARD ON DUTY** and that **THIS IS A SWIM AT YOUR OWN RISK FACILITY**. We hereby acknowledge that we have read the Pool Rules and Guidelines attached and hereby accept them and agree to abide by each such Rule and Guideline, as may be amended from time to time. The terms of this Agreement agreed to and accepted by:

We hereby acknowledge that **THERE IS NO LIFEGUARD ON DUTY** and that **THIS IS A SWIM AT YOUR OWN RISK FACILITY**.

We hereby acknowledge that **we have read the Pool Rules and Guidelines attached and hereby accept them and agree to abide by each such Rule and Guideline, as may be amended from time to time.**

The terms of this Agreement agreed to and accepted by:

Signer: John Doe Date: 11/02/2022

Signer: Jane Doe Date: 11/02/2022

Manager: Gerry Mann Date: 11/02/2022