

Itasca Creek RV Park Rules & Regulations

1. INTRODUCTION

Please read the Rules and Regulations carefully and keep them on hand as they constitute a binding agreement between you, the guest, and the Park Management. **Park Management reserves the right to modify the rules at any time as needed to benefit the park with or without prior notice.**

- **Check in:** All guests must check in with the office upon arrival. Our management will escort you to your appropriate site and help guide you into place. Any guest attempting to navigate into a site without guidance may be subject to charges related to damage to the site or damage to surrounding areas.
- **Payments:** An invoice will be emailed to you two days before your due date. Please pay on the due date by cash, check, or we can charge your credit card on file. A late fee of \$15 per day applies after 12 PM on the due date. The after-hours payment box can be used anytime.
- **Quiet Hours:** Please honor our quiet hours 10 pm - 7 am. Generators are not permitted to be used in the park at any time. Refrain from engine idling. You will receive one (1) warning only for quiet hour violations.
- **Check Out:** Extended Stay Campers: Deposit will be refunded or applied to the final charges on the account when you give at least 15-day notice. Deposit may be applied to any amount due at the time of departure, including but not limited to electric usage, site fees, clean-up fee, site damages, and late fees. Any outstanding balance will be charged to the card on file. Check out is 12:00 noon. Nightly and Weekly Guests: clean-up or damage fees will be charged to the card on file.
- **Site Fees:** Site fees are structured for two adults per site. For long-term guests, a \$50.00 fee will be applied to your monthly invoice per additional adult. Some sites are considered "Premium" in nature and can be priced accordingly. Site fees are subject to change without notice.
- **Refund Policy:** Weekly and Nightly reservations require a non refundable deposit equal to one nights reservation or one night per week reserved. The remaining balance for the reservation is due upon arrival to the park. If the reservation is canceled for any reason this deposit will not be refundable. Monthly reservations are not subject to any refund of deposit if canceled.
*Monthly, Weekly, and Nightly Guests: We do not refund any portion of your payment if you decide to leave early, please speak with our Park Management should an emergency arise.

***We will not refund any part of the stay when a guest is asked to leave for any reason.**

- **Privacy:** Please respect the privacy of other guests. DO NOT walk through occupied sites. We do not allow the soliciting of goods or services in the park.

2. RECREATIONAL VEHICLE STANDARDS AND SITE RESTRICTIONS

Only one (1) RV may be placed on each RV Lot.

Only fully self-contained trailers and motorhomes are accepted. No tents or truck-campers permitted. Each RV entering the park must be in good condition. There is no year limit, however each RV shall have:

- Clean exterior. No missing or broken trim, doors, lights, or glass. No nonstandard writing, peeling paint or shredded awnings on the RV.

- No window unit air conditioning. No foil on windows. No tarps or covers.
- Management reserves the right to deny entry if the RV, Travel Trailer, or Motor Home does not meet these standards.

The following are not allowed on sites (including under the RV):

- Appliances outside the RV including hot tubs, refrigerators, freezers, and air conditions not designed for RV use are prohibited.
- Any items on grass including carpets, mats, potted plants, etc.
- No Tents, pop-ups, canopies, or tarps are allowed. No clotheslines or hanging of laundry.
- No Boats, Cargo, or other trailers are permitted on site unless approved by management.
- No storage outside of the fenced yard (if applicable).
- No excessive décor on the site.
- No excessive storage under the RV.
- No pallets

3. VEHICLES AND PARKING

Each lot's parking area accommodates two (2) vehicles maximum. All vehicles need current registration. All large/commercial vehicles must be approved by Park Management. Guests are not allowed to perform mechanic work on vehicles or wash vehicles at the park. No boats or trailers are allowed inside of the lots or in the parking spaces.

Parking in a vacant lot or in a neighbor's lot is prohibited. Speed limit must not exceed 10 MPH inside the park and all signs posted by Park Management must be obeyed. Excessive speed warnings may incur a \$100 fine. No off-road vehicles allowed, and no off-road driving of any kind is allowed. Any vehicle parked illegally is subject to being towed at the vehicle-owner's expense.

4. YOUR GUESTS AND CHILDREN

Park Guests are personally responsible for the actions and conduct of their visitors. No visitor may stay more than seven (7) days unless approved by Park Management. If a Park Guest will not be present, then no visitor(s) may occupy or use the Park Guests Recreational Vehicle or lot without the park management's consent.

Parents are responsible for the whereabouts, safety, and conduct of their children at all times. Please go over campground etiquette with your children if they are new to living in an RV.

5. ENTRY UPON PREMISES

Park Management may enter a Recreational Vehicle without the prior written consent of a guest in the case of an emergency or when a guest has abandoned the Recreational Vehicle.

Park Management, lawns crews, and/or repairmen may enter a lot at any time to perform maintenance or repairs.

No soliciting of services or products throughout the park.

6. PETS

Your friendly pets are welcome! Please pick up after them immediately, keep them on a leash when walking in the park and do not leave them outside when you are not home. We do not allow nuisance barking or running the temporary fence lines. You are responsible for the damage done by your dog to the site and fencing. **We enforce a zero-tolerance policy for aggressive biting pets! You will be asked to leave the park upon the first offense! You will be liable for any damage or injury caused by your pet or your guests' pet. WE RESERVE THE RIGHT TO LIMIT THE NUMBER OF PETS AND RESTRICT CERTAIN AGGRESSIVE BREEDS AT ANY TIME.**

Each guest is responsible for picking up their own pet(s) feces immediately. Pet waste in your site yard must be picked up daily. Any guest who does not pick up after their pet properly will be in violation of the Park Rules and may be asked to leave or remove their pet.

7. STANDARDS FOR ACCESSORY EQUIPMENT AND STRUCTURES

Conditions for specific equipment and structures are as follows:

Cabanas - The installation of any cabana or permanent building on the property is strictly prohibited.

Porches - Steps and porches may be installed no larger than 6' X 8'. Steps must have approved handrails, as required by law. The supports must not be anchored into the ground. Must be approved by park management prior to installation.

Fences - No alterations can be made to any fencing already installed in the community – including RV Sites.

Antennas and Satellite Dishes - Satellite dishes must be mounted on the RV or ground tripod. No in-ground installation of satellite dishes/antennas.

Sunshades, Windscreens and Privacy Screens - No tarps or windscreens are allowed to be hung on the gates or the fences. Privacy Enclosures must be approved by park management prior to installation.

Clotheslines - Clotheslines are not permitted on the property.

Carport Awnings/Coverings - No awnings or coverings are allowed in the parking spaces or on lawns.

Fire pits and Grills - Gas fire pits and grills with covers are allowed, however guests must exercise caution in both the placement and use.

All improvements must have approval from the Park Management. It is each guest's responsibility to remove any accessory equipment/structure in which they install on the property upon the guest's departure.

8. GENERAL MAINTENANCE OF LOTS AND UTILITY CONNECTIONS

Lawn Maintenance - Our service crews are in the park each week. We ask that guests make sure their area is clear of all debris, outdoor furniture, and pet waste so crews can perform their duties without obstruction. Pets must be confined during the time crews are in the park.

Water - No outside watering except for sprinkling potted plants. No Vehicle washing. RV washing is not permitted. During the winter months water lines are insulated. Guests removing the insulation will incur a \$35.00 Fee and be responsible for any damage to the water lines. Heated water hoses are required during the winter months.

Storage - Storage of any unsightly items beneath, behind or on the outside of the RV is prohibited.

Dangerous Materials - Anything which creates a threat to health and safety shall not be permitted on the property. No flammable, combustible, or explosive fluid, material, chemical or substances may be stored on the premises. (Except those customarily used for normal household purposes, which must be properly stored within the RV. Spray painting is not permitted anywhere in the park.

Damage - To avoid damage to underground utility lines such as water, irrigation, sewer and electric, guests are prohibited from any digging or driving rods/stakes into the ground or parking on the grass. If the exterior of the RV or any of its accessory equipment/structures/appliances, the vehicle used to pull the RV, or the premises are damaged, the damage must be repaired or replaced within thirty (30) days. Guests will be required to make restitution at their sole cost and expense for destroying/damaging any part of the community or other guests' property.

The Park Management shall provide utility hook-ups to the lots for sewer, water, and electrical service. Guests shall not make any alterations to the electric, water or sewer connections provided. Guests are required to use a surge protector to protect electrical connections from damage. Sewer hoses are required to have hose supports.

If any utility service provided is interrupted for a reason beyond the Park Management's control such as an accident, repairs, alterations or power outages, the Park Management shall not be liable for any costs from damages incurred.

Garbage and Trash Disposal - Garbage must be placed in plastic trash bags and kept inside of the RV until deposited in the dumpster. Sanitary and health laws must always be obeyed. Combustible, noxious, or hazardous materials should be removed from the property and not placed in dumpsters. Lids on the dumpsters are to be kept closed. Trash items must not be left outside of the dumpsters. Bringing trash from outside the property to dump in the park's dumpsters is not permitted. Construction debris and bulky items such as mattresses and appliances are not to be disposed of in the dumpsters. All boxes must be broken down before being deposited into the dumpster. No large trash cans are to be used in the sites.

Sewer System - NO OBJECTS THAT RESIST WATER MAY BE FLUSHED OR OTHERWISE DEPOSITED INTO THE SEWER SYSTEM. THESE ITEMS INCLUDE, BUT ARE NOT LIMITED TO: FACIAL TISSUE, DISPOSABLE DIAPERS, PAPER TOWELS, NAPKINS, TAMPONS, COTTON BALLS/SWABS, CONDOMS, OR ANY OTHER PRODUCT THAT IS NOT SEPTIC GRADE APPROVED.

GREASE, COFFEE GROUNDS, SANITARY NAPKINS, OR OTHER INAPPROPRIATE ITEMS SHALL NOT BE PLACED IN THE SEWER SYSTEM. GUEST WILL BE RESPONSIBLE FOR ANY UNPERMITTED ITEMS PLACED IN THE SEWER SYSTEM, AND THAT PAYMENT WILL BE DUE AND PAYABLE UPON RECEIPT OF ORIGINAL INVOICE/BILL FOR DAMAGES. DO NOT REMOVE BACKFLOW REGULATORS FROM WATER FAUCETS.

Sewer connections must have an airtight seal as required by State & Federal law. All sewer hoses must be elevated and free of leaks. You must use septic-friendly treatment and RV toilet paper.

9. LAUNDRY FACILITIES AND AMENITY AREAS

These facilities can be closed from time to time at Park Management's discretion for any cleaning or repairs.

Showers / Restrooms - Showers are for the use of resort guests only. Please be respectful and clean up after yourself.

Laundromat - Open 24/7

- Washers, dryers, and all other laundry facilities are to be cleaned by the guest, inside and out, immediately after use. Clothes are to be removed from dryers as soon as they are dry.
- **Powder detergent and dyes may not be used in any of the washers at any time.**
- No pets inside of the laundry facilities.
- Please **MAKE SURE TO CLEAN OUT ALL PET HAIR** from the washer or dryer tubs after each use. Washing pet bedding is prohibited.
- No glassware may be taken into the laundry or amenity areas. Smoking is not permitted in the laundry mat and other enclosed areas of the park's common facilities.
- Radios, CD players, boom boxes, televisions, and other such entertainment devices are not permitted in the laundry mat or amenity areas of the park, unless used with earbuds or headphones.
- Park Management shall not be responsible for loss, theft, or damage of personal property left unattended at the laundry mat or other amenity areas.

Guests and their visitors are advised to use the community playground and pool areas at their own risk. Ownership accepts no responsibility for any injury.

- Video cameras are in use in common areas of the Resort. These devices, or lack thereof, are not a guarantee of personal safety or protection of personal property and are not a guarantee against criminal activity. Management is not responsible for lost, stolen, or damaged articles. Keep your valuables locked up.

10. ADDITIONAL REGULATIONS

Ownership will be held free from all liability imposed by law for the injury of people or damages to property. After guest departure, ownership will not be responsible for any items or equipment left behind. All firearms shall be kept in compliance with all applicable State and Federal Laws. No items allowed that may be mistaken as a weapon. No fireworks or campfires allowed anywhere on the property.

11. REQUEST TO VACATE COMMUNITY

Park Management reserves the right to refuse use of premises to anyone and to have any guest or visitor removed with or without prior notice for violation of Rules & Regulations, stated here or published hereafter. Failure to comply with a demand to depart may result in violation of trespassing laws and towing of Recreational Vehicle at the guest's expense. The owners and/or park management are not liable for RV towing expenses, or any secondary damage to the unit. We will not refund any part of the site fees paid at the time of eviction and may charge fees for failure to comply with a demand to depart.

- **Police:** We have a ZERO-TOLERANCE policy. If law enforcement is called for any reason other than a medical emergency, you will be asked to leave immediately with no refund at the discretion of the RV Resort owners and managers. This includes law enforcement showing up at the property to serve a warrant upon you (or anyone in your party) or investigating illegal activities. The park management reserves the right to treat each incident individually.

Under Texas law, you are not a tenant with a lease or contract. Anyone who fails to comply with these rules that benefit everyone will be asked to leave with no refund. (Texas Penal Code 30.05)

NO LIABILITY: TEXAS LAW (CHAPTER 75B. CIVIL PRACTICE AND REMEDIES CODE) LIMITS THE LIABILITY OF A RECREATIONAL VEHICLE PARK OR CAMPGROUND ENTITY FOR INJURIES OR DEATH OF A RECREATIONAL VEHICLE PARK OR CAMPGROUND PARTICIPANT RESULTING FROM A RECREATIONAL VEHICLE PARK OR CAMPGROUND ACTIVITY. TO THE EXTENT PERMITTED BY LAW, USER (GUEST) HEREBY INDEMNIFIES, RELEASES, AND AGREES TO HOLD HARMLESS PORT ARTHUR RV RESORT, ITS OFFICERS, OWNERS, MANAGERS, EMPLOYEES, VENDORS, AND AGENTS (THE "CAMPGROUND PARTIES"), FROM ANY PROPERTY DAMAGE, PERSONAL INJURY, CLAIMS, CAUSE OF ACTION, DAMAGES, LOSS, EXPENSES, AND/OR LIABILITIES (HEREAFTER COLLECTIVELY, "LOSS") ARISING OUT OF OR RELATED TO USER'S USE OF THE RV SITE, THE PROPERTY AND/OR ANY CONDITION THEREON, REGARDLESS OF WHETHER SUCH LOSS WAS CAUSED BY THE NEGLIGENCE OF ANY OF THE CAMPGROUND PARTIES.