

McGrew Livestock Commission, LLC dba Caddo River Access RV Park, 56 Hwy 70E Glenwood, AR. 71943

P O Box 368, Glenwood, AR. 71943

870-356-3182 Fax 870-356-3088

Guest Names: Space Number _____ : _____ / _____

Date of Stay: _____ / _____ / 2018 From: To: _____ / _____ 2018 Phone # _____

Check in: 1:00pm. Check out: Noon RV/travel trailer make Model _____

License # and State _____

RV Park Guest Terms and Conditions

1. Parties/No Tenancy/Checkout. This RV Park Guest Agreement ("Agreement") is between McGrew Livestock Commission LLC., dba Caddo River Access RV Park ("CRARV Park") and the person(s) identified above ("Guest(s)"). This Agreement does not create a tenancy or residency in favor of Guest. Guest must depart by the checkout time on the day immediately following the last night indicated above. If Guest fails to timely depart, CRARV Park may provide Guest three (3) days' notice to vacate by posting the same on Guest's RV or by sending the notice to Guest's street or email addresses on file. Following the expiration of the three (3) day notice period, CRARV Park may remove and store Guest's RV, vehicle and other property at Guest's expense. The remedy described in this paragraph is in addition to any other rights and remedies CRARV Park may have at law or in equity.

2. Cancellations/ Refunds. All DAILY and WEEKLY reservations must be paid in full at time of reservation. This payment is only refundable up to thirty days (30) before the check in time. All MONTHLY reservations must be accompanied by a deposit equal to one month's rental rate. This deposit is only refundable up to thirty (30) days prior to the check in date and time. There will be no refunds for Guests who depart prior to the originally scheduled departure date. When a refund is warranted, Guest hereby acknowledges that a refund of payment made by check may take up to thirty (30) days. Except as expressly set forth in this Agreement, all cancellations and refunds will be made at the sole discretion of CRARV Park. Guest may not transfer Guest's reservation or occupancy of a space to a third party without CRARV Park's prior written consent given at its discretion.

3. Rules and Regulations. Guest is subject to and agrees to comply with all "Campground Rules and Regulations", a copy of which is attached hereto and incorporated herein by reference. WRV Park may modify the "Campground Rules and Regulations" from time to time at its discretion. Guest hereby acknowledges receipt of the current "Campground Rules and Regulations". Guest also agrees and acknowledges that failure to comply with all "Campground Rules and Regulations" will constitute a material default of this Agreement and will be cause for immediate eviction and removal from the RV Park.

4. Quiet Hours. Quiet hours are from 10:00 p.m. to 7:00 a.m. Radios, televisions and other electronic devices should never be played loud enough to be heard outside of Guest's assigned space at any time.

5. Speed Limit. The speed limit is 10 miles per hour (crawl speed) within the RV Park properties.

6. Children. Guest is responsible at all times for the safety and behavior of Guest's children. Guest must supervise all children under 18 in showers, restrooms, and all other common areas of the RV Park. Guest will not allow children to play in the roadways. Management must be notified of children's presence. Extra guests (including children) are \$ 5 per day per guest/child from January 1 to December 31 and \$3 per day per guest/child from September 1 to May 31.

7. Firearms/Weapons. Dis-Charge of firearms and all fireworks is prohibited. Guest may transport firearms and other weapons to and from Guest's RV to Guest's vehicle. Except as provided in the preceding sentence, in no event may Guest display or brandish firearms or other weapons outside Guest's RV or vehicle or in a manner that is offensive or threatening to management or other guests.

8. Behavior. CRARV Park may require any person to leave, without refund, for any reason, including, without limitation, disrespect to management or other guests, excessive consumption of alcoholic beverages, objectionable behavior, or violation of any rule or sign.

9. Liability – Guest. Guest is responsible, and agrees to indemnify and hold harmless CRARV Park and the RV Park Property Owner, for all loss, damage or injury to any person or property caused by Guest or Guest’s guests, visitors, invitees, or pets. Extra guests (including children) are \$5 per day per guest/child. From January 1 to December 31.

10. Limitation of Liability – CRARV Park. Guest specifically acknowledges and agrees that CRARV Park, and all management, officers, members, directors, employees and agents of CRARV Park, are not responsible for any loss, damage or injury to any person or property, except to the extent caused by the gross negligence or willful misconduct of CRARV Park.

11. Indemnification. Except for losses, damages or injuries for which CRARV Park is responsible pursuant to paragraph 10 above, Guest will indemnify and defend CRARV Park, the RV Park Property Owner, and all management, officers, members, directors, employees and agents of CRARV Park, for, from and against any and all claims, damages, liabilities, costs and expenses (including, without limitation, court costs and attorneys’ fees) arising out of or related to this Agreement or any actions of Guest. The CRARV Park is in a flood Zone (Risk for Flood).

12. Not a Mobile Home. Guest hereby acknowledges and agrees that (a) Guest’s RV is not a “mobile home and Caddo River Access RV Park is not a “mobile home park”. (b) Guest further hereby waives any and all rights. CRARV Park one of a property owner renting a generic RV parking space on a temporary, short-term basis. This Agreement does not create a tenancy or residency or any other real property right in favor of Guest.

13. Severability. The invalidity or unenforceability of any provision of this Agreement will not affect the validity of any other provision of this Agreement and, in the event that any provision is determined to be invalid or otherwise illegal, this Agreement will remain in effect and will be construed in accordance with its terms as if the invalid or illegal provision were not contained herein.

14. Applicable Law/Jurisdiction/Venue. This Agreement, and all collateral matters relating to this Agreement, will be governed by and construed under the laws of the State of Arkansas applicable to agreements fully made and performed therein. Jurisdiction and venue for any claim or proceeding brought in connection with this Agreement will lie exclusively in the state or federal courts located in Pike County, Arkansas.

15. Late Fees and insufficient check fees. In the event rent is not paid by the date that it is due, as defined herein, Guest will pay a late fee of \$25 per day until the entire unpaid rent is paid in full. In addition, Guest will be deemed to be in default of this Agreement and the entire unpaid amount will begin to accrue interest at a rate of 18% per annum until paid in full. In the event any check from Guest to CRARV Park is returned or dishonored by the bank for insufficient funds or any reason of such dishonored check including a processing fee of \$45. Guest agrees to pay the processing fee and replace the dishonored check with certified funds within twenty-four (24) hours’ notice of the dishonored check. Thereafter, WRV Park shall be entitled to require that any and all future rent payments be made with a money order or certified check.

16. Utility Fees. 7 to 14 days Included. At \$40.00 per day

17. Default. In case of necessity of an action at law or equity to remedy any breach under the terms of this Agreement (including the “Campground Rules and Regulations”), the party found to be at fault shall pay damages incurred plus reasonable attorney’s fees and court costs, including paralegal fees, necessitated by the enforcement provisions of this Agreement. In the event of a default and at the request of CRARV Park, Guest agrees to immediately vacate the RV Park and to immediately remove his or her RV and personal property. Guest’s failure to comply with any of the terms of this Agreement shall constitute a default of this Agreement, and CRARV Park shall be entitled to all the remedies as set forth herein and as provided by law, in the state of Arkansas.

18. Waiver. No failure or delay by either party in exercising any rights, powers or remedies under this Agreement will operate as a waiver of any such right, power or remedy.

19. Pet Owner Responsibility Agreement. The specific rules and regulations related to Pet Owner’s responsibilities contained in this paragraph are a material part of this Agreement. The undersigned Guest (and all occupants of the Guest’s RV) hereby agree to comply fully with all of the Pet rules and regulations set forth herein. Guest further agrees that if Guest fails to comply with any of the Pet rules and regulations, Guest will be in default of this Agreement and CRARV Park will be entitled to all of the remedies set forth in this Agreement, including but not limited to the immediate removal of Guest from the RV Park. CRARV Park shall also be entitled to recover its damages including attorney fees and costs incurred in enforcing this Agreement. Pets are permitted at the CRARV Park only in strict compliance with the following terms and conditions:

19-A. All pets must be kept on a leash or in a cage or crate at all times during which the pet is outside of your RV. Notwithstanding the foregoing, cats that are licensed, vaccinated and have been spayed or neutered are permitted outside of your RV without a leash as long as they do not become a nuisance to other guest.

Pets must be supervised at all times. Please be advised that pets found unsupervised in the RV Park may be impounded.

19-B. Pets are not permitted on other Guest's RV sites. We recommend walking pets in the gravel area in front of the CRARV Park or in other appropriate areas as approved by CRARV Park management.

19-C. All Guests are required to clean up after their pet(s). CRARV Park reserves the right to assess a \$25 per occurrence fee if you fail to clean up after your pet(s).

19-D. Barking, excessive noise or other pet behavior that disturbs other Guests is not permitted. If CRARV Park becomes aware of such behavior, management will notify you and request that you take action to correct the problem behavior. If such behavior continues after the second notice you receive from management, you will be required to remove the pet from the RV Park within 24 hours after notice from management.

19-E. Pets are not permitted to be tied or chained to trees within the RV Park.

19-F. You certify that your pet has not previously bitten or caused other injury to any person. If at any time your pet bites or otherwise injures any person or other pet at the RV Park, you will be required to remove the pet from the RV Park immediately and the pet will no longer be permitted on the RV Park premises.

19-G If your pet displays threatening or aggressive behavior which CRARV Park, in its sole discretion, deems to be dangerous or problematic, you agree you will promptly leave the WRV Park upon request from CRARV Park with no recourse against WRV Park and no claim for reimbursement or compensation from CRARV Park.

19-H. You agree to indemnify, defend and hold harmless the RV Park Property Owner, CRARV Park, and their principals, members, shareholders, partners, directors, managers and employees from and against any and all claims, damages, losses, liabilities, costs and expenses (including reasonable attorneys' fees) arising out of or in connection with your pet residing or being located at the CRARV RV Park, including, without limitation, the claims of any third parties related to death, bodily injury or damage to persons or property caused by your pet.

19-I. In its sole discretion, CRARV Park can limit or restrict which pets are permitted at the RV Park. Breeds of dog not permitted at the RV Park include but are not limited to Pit Bulls, Staffordshire Terriers, Doberman Pinschers, Rottweiler's, German Shepherds, and Chows. Notwithstanding the forgoing, service dogs of any breed belonging to a Guest are permitted at CRARV Park.

19-J Failure to strictly comply with these Pet rules and regulations will constitute default of this Agreement. Also your failure to disclose and identify existence of your pets to management will constitute default of Agreement and WRV Park will be entitled to all remedies set forth herein.

Please describe and give the exact number of all pets that will be staying with you at the RV Park (Please give breed, weight and age):

Guest Acknowledgement and Agrees to comply with Pet rules and regulations by signing page 5

20. Entire Agreement. This Agreement constitutes the entire agreement and understanding between CRARV Park and Guest and supersedes all prior or contemporaneous oral or written agreements and representations between the parties. The "Campground Rules and Regulations" are incorporated herein by reference as part of this Agreement. This Agreement may not be amended, modified or altered except in writing as signed by CRARV Park and Guest. The Guest(s) signing this Agreement represents that he or she has authority to sign on behalf of all occupants of Guests designated RV and acknowledges that this Agreement is enforceable against all occupants of Guest's RV.

21. The CRARV Park is in a flood Zone (Risk for Flood)

01/01/2018

CAMPGROUND RULES AND REGULATIONS

These Campground Rules and Regulations are incorporated herein by reference to the CRARV Park Guest Agreement Terms and Conditions ("Agreement"). Guest hereby agrees to comply fully with all of the Campground Rules and Regulations set forth herein. Guest further agrees that if Guest fails to comply with any of the Rules and Regulations set forth herein, Guest will be in default of the Agreement and McGrew Livestock Commission LLC., doing business as Caddo River Access RV Park ("CRARV Park") will be entitled to all of the remedies set forth in the Agreement, including but not limited to the immediate removal of Guest from the RV Park. CRARV Park shall also be entitled to recover its damages, including attorney's fees and costs incurred in enforcing the

Agreement Campground Rules and Regulations.

- A. Guest is not allowed to sublet his or her RV within the RV Park. If Guest sells or transfers title to the RV, the RV must be removed from the RV Park within 24 hours of the transfer of title, unless the new owner enters into a new Agreement with CRARV Park and pays the appropriate rental amount. Prospective buyers may apply for entrance into the RV Park prior to purchase to examine an RV that is for sale.
- B. Visitors are not permitted into the RV Park after 11:00pm without express consent by WRV Park obtained beforehand. All overnight visitors must park their cars by the office.
- C. No guest, invitee, or visitor of a Guest may camp or sleep outside in their cars.
- D. No more than one RV and two vehicles per rental space are allowed.
- E. No inoperable or unlicensed vehicles will be allowed to remain in the RV Park. Guests shall not use or allow the use of their respective rental space for performance of major mechanical or long-term repairs.
- F. No Guest is allowed to operate or conduct a business of any kind including a home occupation business within the RV Park. All other agreements must be in writing and signed by both parties.
- A. Garage sales or estate sales cannot be held within the RV Park without the express prior consent obtained by management of CRARV Park. Garage /estate sales which are approved by CRARV Park can only be held in the yard sale designated RV Park, with someone designated to direct traffic and parking. All garage or estate sales may be conducted within the actual designated area of the RV Park itself.
- B. Additional space may be rented for the yard sale or estate sale by contacting management of CRARV Park.
- G. In order to enhance the quality of the RV Park and its aesthetic appearance, the management of CRARV Park may refuse to rent to any Guest and CRARV Park, at its discretion, may require a Guest to remove an RV which is in run-down condition or disrepair, and to vacate the RV Park immediately. In the event the Guest does not comply, a service to remove the RV will be used at the Guest expense.
- H. No clothes lines shall be permitted in the RV Park articles of clothing or linens, towels, etc. shall not be hung, laid, or otherwise placed outside Guest's residence to be dried. No washing or drying machines are permitted to be stored outside of the RV.
- I. CRARV Park and its management will not accept mail delivered to the RV Park for Guests or RV occupants. Guests must obtain a post office box or have their mail sent "general delivery" to the post office.
- J. Guest, including Guest's visitors, guests, and invitees, are prohibited from smoking in any of the CRARV Park buildings including the, front office, etc.
- K. Guests... visitors, guests, and invitees, must remove all trash to the designated trash bin. In excess of trash and additional fee can be charged, sole desecration of CRARV Park Owners and Management.
- L. Guests are not allowed to trim any of the trees in the RV Park without the prior written consent of CRARV Park.
- M. Guests are not allowed to make repairs to the RV Park or any property of the RV Park.

N. Guests must keep their rental area and exterior of their RV clean and tidy. No personal property or debris is allowed to be stored on the concrete pad around the RV which would be deemed by management to be an eyesore, specifically including but not limited to refrigerators and freezers, A/C units, satellite dishes, washing/drying machines. In the event Guest fails to keep their rental space clean and free of debris, CRARV Park may issue a notice of non-compliance and if Guest fails to clean its rental space within 24 hour , then Guest will be deemed to be in default of the Agreement and CRARV Park will be entitled to pursue the default remedies set forth in the Agreement.

O. Guests, including their visitors, guests, and invitees are not allowed to park blocking any driveway(s) or access to the streets.

P. All Guests must sign an Agreement upon arrival.

Q. Campfires are allowed in portable, covered fire pits only, and not on the grass. Please do not put ashes in any trash receptacle.

R. Guest is not allowed to construct or place any outside storage units on the rental property without the express written consent of CRARV Park.

S. All Guests who have pets are required to disclose and identify their pets to CRARV Park management and all Guests are required to sign the Agreement acknowledging their compliance with the specified pet rules and regulations.

T. All guest of CRARV Park agree that photographs, video productions and telecasts may be made by the undersigned either alone or together with others. All Guest of CRARV Park agree that images photographs, video productions and telecast included, but not limited to, reproductions, may be used, distributed, and shall belong to "Releases" which reserve the right of sale and may make whatever use of such photographs, video productions, and telecast as it or they may desire. The undersigned hereby grants to "Releases" the non-exclusive right to use the undersigned name or likeness for any and all commercial and purpose without limitation.

U. Prices are subject to change at any time, and are determined in the sole desecration of Caddo River Access RV Park, owner(s) and/or management.

V. IN CASE OF AN EMERGENCY OF ANY KIND CALL 911 Address 56 Hwy 70 East Glenwood, AR 71943

W. If you witness any Criminal or Suspicious Activity call 870-356-3182

I accept all, pages 1 through 5, of the Guest Terms and Conditions, Pet Regulations and Campground/Guest Rules and Regulations of Caddo River Access RV Park, and I received a copy of this agreement.

X	X	X
Signature	Print	Date
Management		Date

Caddo River Access and RV Park