

Shady Oaks Campground and RV Park Site Service Agreement

This site service agreement (the "Agreement") is made and entered into to be effective as of the last date written below (the "Effective Date") by the undersigned parties (defined below). All adult parties must initial and sign.

1. **RV Site:** Shady Oaks Campground and RV Park ("Campground") hereby provides services on Site _____ (the "RV Site") of the Campground at 960 Highway 206 E, Harrison, AR 72601 ("Address").

2. **Term:** The initial term of this Agreement shall commence on (month/date/year) ____/____/____/____ and end on ____/____/____/____

3. **Number of Occupants:** Guest agrees that the site shall be occupied by no more than _____ adult(s) and _____ child(ren) under the age of 5 years old, without the written consent of the Campground.

4. **Arriving:** RV check in time is 1:00PM-6:00PM Sunday-Friday, Cabin Check in is 3:00PM-6:00PM. Late arrivals will be accepted on a case-by-case basis. Late arrivals are subject to a Late Check-in fee. NO CHECK-INS AFTER DARK.

Updated 1/1/2022 Initials: _____ Initials: _____

5. **Cancellation Policy:** Deposits are non-refundable. A 30-day notice is required to cancel reservation. All cancellations received are subject to an additional \$25.00 Cancellation Fee. No Call No Shows will be charged up to the balance of the reservation plus a \$25.00 Cancellation fee.

Updated 1/1/2022 Initials: _____ Initials: _____

6. **Pets:** The Campground must approve pets in writing. Breed restrictions apply. All pets must always on a leash while on park grounds. Unless they are at the off-leash dog park. If control is not had over pets, you will be asked to leave the premises.

7. **Splash Pad and Rec Room Activities:** ALL children must be always accompanied by an adult while enjoying the Splash Pad and Rec Room.

8. **Park Rates, Other Charges, and Late Fees: (Monthly's Only)** Guest shall pay Campground \$_____ per Month. Fees shall be paid in advance and without demand beginning on the Effective Date of the Initial Term and thereafter on the _____ day of each subsequent month. Rates are subject to change without notice. If monthly rate is not paid by due date the renter will be charged the NIGHTLY RATE for each day the rent is overdue. All payments are due and to be made payable to Campground at the address provided below. Guest shall also pay Campground all electrical power charges used by Guest in connection with the use of the RV Site. The Beginning meter reading will be taken on the 1st. day Guest occupies the RV Site.

Updated 1/1/2022 Signature: _____ Signature: _____

9. **Deposit: (Monthly's Only)** Upon the Effective Date of this Agreement, Guest agrees to pay Campground \$_____ for Guest's use of electrical power on the RV Site ("Electric Deposit"). The Electric Deposit shall be refunded to Guest upon termination or expiration of this Agreement provided

Guest has not committed any Acts of Default (as defined below) and has fulfilled all other provisions of the Agreement, including the covenant to occupy the RV Site, pay fees and other charges due for the full term of the Agreement.

10. Rules and Regulations: Guest and their invitees and all occupants shall comply with the written rules and regulations provided to Guest. Guest agrees to comply with all state and federal laws, rules, ordinances and regulations applicable to the property. Guest agrees to comply with all changes in the rules or regulations that the Park Owner may make. Guests MUST sign in at the office upon entering the park

11. Campground's Right to Terminate Agreement: Campground may terminate this Agreement for any or no reason by providing User a notice to vacate the RV Site ("Notice to Vacate"). User agrees to render peaceful possession of the RV Site to Campground within three (3) days of the date provided on the Notice to Vacate. The three (3) days' notice shall not be required to terminate if termination is the result of an Act of Default (as defined in #10 below). Upon Guest's peaceful surrender of the RV Site to Campground and subject to the provisions of paragraph 6 of this Agreement, Campground will refund to Guest the proportionate amount of any unused Fees previously paid by Guest to Campground.

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12. Early Termination by Guest: Campground may recover as damages for Guest's early termination of this Agreement an amount equal to the amount of Fees, other amounts owed that remain outstanding for the Term of the Agreement, Campground's court costs and legal fees.

13. Default by Guest: The following acts constitute defaults by Guest ("Acts of Default"):

- a) Failure to timely pay Fees or other lawful charges when due under this Agreement.
- b) Giving false information on any application to Campground.
- c) Guest, Guest's guests and/or occupants' failure to comply with any rule or regulation or term, covenant or condition of this Agreement.
- d) Guest has materially breached the terms of this Agreement by an action such as violating provisions of this Agreement or committing serious misconduct or criminal acts.
- e) Guest holds over after giving notice of termination and intent to vacate; and/or
- f) Guest holds over after Campground gives notice of termination at the end of the Term or a

Notice to Vacate during the Term in accordance with paragraph 8 of this Agreement.

14. Condition of RV Site: By execution of this Agreement, Guest acknowledges and agrees that the RV Site is neat and clean and adequate for Guest's use. Upon termination or expiration of this Agreement,

Guest agrees to surrender the RV Site to Campground in a neat and clean condition.

15. **Assignment:** Guest shall not have the right to assign or sublet the RV Site hereunder to any person or persons.

16. **Governing Law:** This Agreement is governed and construed in accordance with the laws of the State of Arkansas.

17. **Attorney Fees:** In the event any legal proceedings of any kind are instituted to collect unpaid Fees, electrical charges or for possession of the RV Site, Campground may collect from Guest all reasonable costs and attorney fees incurred by Campground in pursuing such action.

18. **Waiver:** Campground’s failure to insist on strict compliance with terms, covenants, or conditions of this Agreement shall not be deemed a waiver of that term, covenant, or condition, nor shall any waiver or relinquishment of any right or power at any one time or times be deemed a waiver or relinquishment of the right or power for all or any other times.

19. **Notices:** All written notices and communications regarding this Agreement should be hand delivered or mailed to the designated undersigned persons at the Campground store/post office unless notified in writing to the contrary by the receiving party. The notice shall become effective as of the date of mailing by regular mail or the date a hand delivered notice is received.

20. **NO LIABILITY:** GUEST HEREBY INDEMNIFIES, RELEASES AND HOLDS CAMPGROUND, ITS OFFICERS, OWNERS, EMPLOYEES AND AGENTS (THE “CAMPGROUND PARTIES”) HARMLESS FROM ANY PROPERTY DAMAGE, PERSONAL INJURY, CLAIMS, CAUSES OF ACTION, DAMAGES, LOSS, EXPENSES, AND/OR LIABILITIES (HEREAFTER COLLECTIVELY, “LOSS”) ARISING OUT OF OR RELATED TO GUEST’S USE OF THE RV SITE, THE PROPERTY AND/OR ANY CONDITION THEREON. THE CAMPGROUND SHALL NOT BE LIABLE TO THE GUEST FOR ANY DAMAGES ARISING OUT OF ANY ACTIONS OR NEGLIGENCE ON THE PART OF ANY OTHER CAMPGROUND GUEST OR RESIDENT OR THEIR FAMILIES, AGENTS, EMPLOYEES, OR INVITEES. GUEST AGREES TO PAY THE CAMPGROUND FOR ANY DAMAGES CAUSED BY GUEST, GUEST’S FAMILY, AGENTS, INVITEES OR EMPLOYEES.

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21. **Special Provisions:**

THEFT OF SERVICE LAW

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

AFFIRMATION

As a Guest of Shady Oaks Campground and RV Park, I fully understand and accept the attached rules and any other rules and /or regulations that may be posted in the park.

I also agree to vacate the premises at the request of management if I violate any rules or 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.

The terms and conditions of this Agreement are agreed to and accepted by:

Campground: Shady Oaks Campground and RV Park Guest: _____

Print name

Signed: Ray Black

Signed: _____

Name: Ray Black

RV Make/Model: _____

Title: Owner

Address: 960 Highway 206 E

Address: _____

Harrison, AR 72601

Phone: (870) 743-2343

Phone: _____

Email: camping@camptheoaks.com

Email: _____

Date: _____

Date: _____

EMERGENCY MAINTENANCE NUMBER: The telephone number of the person who may be contacted for emergency maintenance is (Please list name and number):

Updated: 1/1/2022

Initials: _____

Initials: _____