

PALMETTO OASIS RV RESORT

LEASE AGREEMENT

This Lease Agreement ("Lease") is made on the ___ day of ____ 20__, between Palmetto Management Company, LLC, with its principal office located at 1177 West Loop South, Suite 1180, Houston, Texas 77027, along with and including its owners, agents, affiliates, representatives, divisions, subsidiaries and the landowner, referred to herein as "Landlord", and _____ referred to herein as "Tenant."

Landlord leases to Tenant and Tenant leases from Landlord, for the term of this agreement, Recreational Vehicle Space/unit # _____ and being hereafter referred to as the "RV Space" (whether one or more) at the Palmetto Oasis RV Park located at 7079 FM 1459, Sweeny, Texas 77480 (referred to as the Premises), and pursuant to the following terms and conditions:

Rent and Lease Term: Tenant agrees to pay as rental \$ _____ weekly/monthly for the RV Space beginning _____, 20 ____ through _____, 20 ____ (the Expiration Date). The Lease automatically renews on a month-to-month basis unless Tenant or Landlord provides the other party with written notice of termination not less than thirty (30) days before the Expiration Date. Tenant's month-to-month tenancy shall be on the same terms and conditions as stated herein, with the exception of any changes made pursuant to law or otherwise stated in this Lease (see "Rent Increases" below), until terminated. Time is of the essence for providing notice of termination and oral notice of termination is not sufficient under any circumstances.

The first week's/month's rent and/or prorated rent amount of \$ _____ plus the \$100 rental deposit shall be due prior to move-in. Every week/month thereafter, Tenant shall pay rent on or before the anniversary day of each week/month with three (3) days of grace period. If Landlord does not actually receive a rent payment in the full amount by the fourth (4th) day of each week/month, the following late fees will apply for payments made after the grace period:

- 1) \$50 as an initial late charge; and
- 2) Additional late charges of \$15 per day thereafter until rent and late charges are paid in full. Additional late charges for any one payment may not exceed more than thirty (30) days.

Notice: §92.019 of the Texas Property Code prohibits assessing a late fee until rent has remained unpaid for at least one full day after the date on which the rent is due.

Application of Funds: Regardless of any notation or communication included with a payment, Landlord may apply funds received from Tenant first to any non-rent obligations of Tenant, including but not limited to late charges, dishonored payment, repairs, fees and then to rent.

Method of Rent Payment: Tenant must pay all rent timely and without demand, deduction or offset except as permitted by law for this Lease. With the exception of the first week's/month's rent and deposit, monthly rental payments must be paid via Money Orders or Credit/Debit card. A charge of \$25.00 (twenty-five dollars) will apply for every rejected electronic payment plus the amount of any fees charged to the Landlord (or its agent) by any financial institution as a result of a dishonored payment, plus any applicable late fee charges. If rent is not paid on time, Tenant is considered delinquent and all

remedies under this Lease will be authorized. The Landlord reserves the right to increase the referenced \$25.00 late fee after the initial term of the Lease has expired.

The total security deposit at the time of execution of this Lease is \$100, due on or before the date this Lease is signed. "Security Deposit" has the meaning assigned to that term in § 92.102 of the Texas Property Code. No interest will be paid to Tenant on the security deposit. Landlord may place the security deposit in an interest-bearing account or income producing account and any interest or income earned will be paid to Landlord. Landlord will hold the security deposit for the term of the tenancy and, upon termination of the tenancy, reserves the right to use the security deposit, or portions thereof, to cover any charges related to Tenant's performance of this Lease, including, but not limited to, cleaning the RV Space, repair of damages unpaid rent, late fees and dishonored payment fees.

Tenant must give Landlord at least thirty (30) days' notice of surrender as defined herein before Landlord is obligated to refund or account for the security deposit.

Notices About Security Deposits:

§ 92.108 of the Texas Property Code provides that a tenant or Tenant may not withhold payment of any portion of the last month's rent on grounds that the security deposit is security for unpaid rent.

Bad faith violations of § 92.108 of the Texas Property Code may subject tenant (or Tenant) to liability up to three times the rent wrongfully withheld and the landlord's (Landlord's) reasonable attorney's fees.

The Texas Property Code does not obligate a Landlord (or Landlord) to return or account for the security deposit until the tenant (or Tenant) surrenders the Property and give the Landlord (Landlord) a written statement of the tenant's (Tenant's) forwarding address, after which the landlord (Landlord) has 30 days in which to account.

Rent Increases: There will be no rent increases through the initial term of the Lease. Landlord may increase the rent that will be paid during any month-to-month renewal period by providing at least thirty (30) days written notice to Tenant.

Utilities: Except for electricity, which shall be paid for by Tenant, Landlord shall pay for all water, sewer, cable, and internet and Tenant will be billed monthly for all electricity metered at their unit, and may not rely on an RV or other vehicle's internal generators for more than five (5) days after move-in except in the event of a power failure or similar unanticipated interruption of commercially provided electrical service. For utilities supplied by Landlord, Landlord does NOT guarantee or warrant that there will be no interruption of service. Tenant shall be solely responsible for connection to all utilities, maintenance and safety of all utility connections and any damages or losses caused by improper or negligently maintained utility connections. For sewer connections, a positive sewer seal at both ends of sewer hose is required. Texas law requires that a sewer hose must be fastened using a proper connector or a rubber donut. Use of external generators to produce electricity is prohibited.

Notice: Before signing this Lease, Tenant should determine if all necessary utilities are available to the Property and are adequate for the Tenant's use.

Use of Premises: Tenant agrees to rent the RV space for use as a location to park one motorhome or recreational vehicle for private residential use only. No private business or enterprise, including but not

limited to child care, is permitted on the Premises. No camping, tents or other vehicles may be used for residential purposes in the RV Space. Outdoor recreation equipment such as trampolines, hot tubs, spas, above ground pools, swing sets and playhouses are prohibited. Use of charcoal grills or outdoor deep fryers is not permitted. Use of propane grills is permitted, but the grill must be placed at least fifteen (15) feet from any vehicle, RV or structure when in use. The RV Space may not be used for any other purpose unless specified in this Lease. The RV Space will be occupied exclusively by Tenant and the following individuals, and none others (referred to hereafter as "occupants"):

In addition to Tenant, the individual(s) listed above are the only other occupants of the RV Space authorized to reside at the RV Space. The individuals listed above are considered guests of the Tenant for all purposes and are fully subject to the terms and conditions of this Lease. However, occupants are not Tenants for purposes of any rights to own or acquire a leasehold interest or renew this Lease. All occupants must follow the Rules of the Palmetto Oasis RV Park as set out in this Lease and as modified or amended during the term of the Lease. Landlord must approve in advance unauthorized occupants (individuals other than those listed above) living in the RV Space for longer than seven (7) consecutive days. Landlord, at its sole discretion, may revoke the right of any guest, visitor or occupant to enter or reside on the Premises without notice to Tenant.

Condition of Property: Landlord makes no express or implied warranties as to the condition of the RV Space or the Premises. It is Tenant's obligation to inspect the Premises and the RV Space and determine, before signing this Lease, if all services, utilities, connections, schools and transportation are accessible to or from the Premises, if such services are sufficient for Tenant's needs and wishes, and Tenant is satisfied with the condition of the RV Space and the Premises. By signing this Lease, Tenant certifies that he or she has inspected the RV Space and accepts it AS IS.

Repairs: All repairs (including emergencies) require a request from the Tenant made through by calling the main office number @ 979-345-2675 or by stopping by the office. During the entire duration of this Lease, if the Tenant or Tenant's occupants are responsible for / at fault or their visitors or guests or pets are responsible / at fault on any single repair required, Tenant may not repair or cause to be repaired any condition, regardless of the cause, without Landlord's permission. All decisions regarding repairs, including the completion of any repair, whether to repair or replace the item, and the selection of contractors, will be at the Landlord's sole discretion.

Parking: Tenant and Tenant's authorized occupants may not park more than two pickup or two passenger vehicles per RV Space. No commercial vehicles (except for company cars or pickups assigned to Tenant or Tenant's occupants), trailers or vehicles with more than two axles are permitted. All vehicles must be parked in designated parking spaces. Parking on the Premises is at the Tenant's own risk. Landlord may regulate the time, manner and place of parking cars and pickups. Unauthorized or illegally parked vehicles may be towed at the owner's expense as permitted by law. Vehicles are prohibited from parking on the Premises if they are inoperable, have no current license, take up more than one parking space, are parked in a marked handicap space without the proper display of a handicap permit, are blocking other vehicles from access to or exit from existing parking, are parked in a

space not dedicated to parking including, but not limited to, grass, sidewalks, common areas or fire lanes.

Pets: Pets (including mammals, reptiles, birds, rodents, fish and insects) are allowed only if Landlord has authorized their presence on the Premises. Tenant must remove an illegal or any dangerous animal within twenty four (24) hours' written notice from Landlord. Failure to remove the animal shall be considered a material breach of this Lease. Following twenty four (24) hours' written notice from Landlord, if Tenant fails to timely remove the illegal or dangerous animal, Landlord may remove or cause to be removed the unauthorized or dangerous pet and deliver it to appropriate local authorities by providing at least twenty four (24) hours written notice to Tenant of Landlord's intention to remove the unauthorized or dangerous pet and charge to the Tenant the Landlord's cost to remove the unauthorized or dangerous pet and the costs to repair any damage to the Premises caused by the unauthorized or dangerous pet.

With respect to pets, Tenant and occupants must comply with "Palmetto Oasis RV Park Rules" as set forth in this Lease and as amended or modified by Landlord. No pet sitting of any kind is allowed.

At its sole discretion, Landlord may require Tenant to purchase and provide verifiable proof of personal liability insurance at limits specified by Landlord for any personal injuries or damages caused by authorized pets as a condition of this Lease or during the term of this Lease. If so required by Landlord, Tenant's failure to purchase and/or maintain personal liability insurance at limits specified by Landlord for personal injuries or damages caused by the pets of Tenant or Tenant's occupants is an incurable breach of this Lease and may result in termination of tenancy and eviction and/or any other remedies as provided by this lease contract or state law.

Service Animals: Service animals are permitted as authorized by applicable local and state law. If requested by Landlord, Tenant agrees to provide to Landlord a written statement from a qualified professional verifying the need for the service animal within seventy-two (72) hours of such written request by Landlord to Tenant.

Hurricane Evacuation: At the sole discretion of Landlord or in the event of a mandatory evacuation in advance of a hurricane, tropical storm or other anticipated hazardous weather event, Landlord may require Tenant to remove the RV, motorhome and all other vehicles and belongings from the Premises within forty-eight (48) hours after written notice by Landlord. If the evacuation is mandatory as a result of governmental or law enforcement action or order, Tenant is obligated to follow the mandatory evacuation requirements and Landlord shall not be liable for loss of use of the RV Space or be obligated to prorate, rebate or refund any rental payment to Tenant.

Assignment and Subletting: Tenant shall not sublet the RV Space, or any part of the Premises, or assign this Lease without Landlord's prior, express, and written consent.

Default: If Landlord fails to comply with this Lease, Tenant may seek any relief provided by law. Any failure by Tenant to pay rent or other charges promptly when due or to comply with any other term or condition of this agreement shall, at the option of Landlord, promptly terminate this tenancy and forfeit all rights of Tenant under this agreement. In the event of Tenant default, all unpaid rents which are payable during the remainder of this Lease or any renewal period will be accelerated without notice or demand. Tenant will be liable for any lost rent; Landlord's cost of reletting the RV Space, including but

limited to leasing fees, advertising fees, utility charges and other fees reasonably necessary to relet the RV Space. Tenant shall also be responsible for repairs to the RV Space beyond normal wear and tear; Landlord's costs associated with eviction of the Tenant, including but not limited to attorney's fees, court costs, costs of service, witness fees and pre-judgment interest; all Landlord's costs associated with collection of amounts due under this Lease, including but not limited to collection fees, late charges, dishonored payment fees, returned check fees and any other recovery to which Landlord may be entitled by law. Tenant understands that in the event of an eviction or unpaid amounts owed by Tenant, the eviction and amount outstanding will be reported to all credit bureaus and a judgment may be filed with the courts and credit bureaus. Landlord will attempt to mitigate any damage or loss caused by Tenant's breach by attempting to relet the RV Space to acceptable Tenants and may reduce Tenant's liability accordingly.

Notice to vacate under this section may be by any means permitted by §24.005 of the Texas Property Code.

Effect of Holding Over: The parties agree that any holding over by Tenant under this Lease, without Landlord's written consent, shall be a tenancy at will which may be terminated by Landlord in accordance with applicable law. If Tenant fails to vacate the RV Space at the time this Lease ends, Tenant will pay Landlord rent for the holdover period and indemnify Landlord and prospective Tenants for damages, including but not limited to lost rent, lodging expenses, cost of eviction, and attorney's fees. Rent for any holdover period will be three (3) times the monthly rent, calculated on a daily basis, and will be immediately due and payable daily without notice or demand.

Maintenance and Redelivery of RV Space: Tenant shall keep and maintain the RV Space in a clean and sanitary condition at all times, and on the expiration or early termination of the tenancy shall surrender the RV Space to Landlord in the same condition as when received, ordinary wear and tear and damage by the elements excepted. Surrender occurs when Tenant and all occupants have vacated the RV Space and the Premises in Landlord's reasonable judgment and the date Tenant specifies as the move-out or termination date in a written notice to Landlord has passed.

Insurance: Landlord does not maintain insurance to cover Tenant's or occupants' personal belongings or personal injury. Landlord recommends and Tenant is urged to obtain insurance coverage for losses to personal property or injuries due to theft, fire, weather, water damage and the like.

Additionally, Tenant is REQUIRED to purchase and maintain personal liability insurance for Tenant's RV and any vehicles parked on the Premises more than three (3) days per month with limits no less than \$100,000/\$300,000 for each RV, motorhome or vehicle. Prior to move-in, Tenant shall provide verifiable proof of insurance to Landlord, and Landlord may require Tenant to provide Landlord with proof of insurance on a monthly or quarterly basis as requested by Landlord.

FAILURE TO MAINTAIN PERSONAL LIABILITY INSURANCE IN AN INCURABLE BREACH OF THIS LEASE AND MAY RESULT IN TERMINATION OF TENANCY AND EVICTION AND/OR ANY OTHER REMEDIES AS PROVIDED BY THIS LEASE OR STATE LAW.

Security: Landlord does not provide private security, security monitoring or guards for the Premises. Tenant is solely responsible for the safety and security of the RV Space, Tenant's RV or motorhome occupying the RV Space and the personal safety of Tenants, occupants, visitors and guests.

Casualty Loss: Section 92.054 of the Texas Property Code governs the rights and obligations of the parties regarding a casualty loss to the Premises and/or RV Space. Any proceeds, payment for damages, settlements, awards or other sums paid because of a casualty loss to the Premises and/or RV Space will be Landlord's sole property. Landlord is not liable to Tenant or any occupant, guest or visitor for personal injury or damage or loss of personal property for any cause, including, but not limited to: fire, smoke, rain, flood, water or pipe leaks, hail, ice, snow, lightning, wind, explosions, earthquake, interruptions of utilities, theft, vandalism, or civil unrest unless otherwise required by law. For purposes of this Lease, any condemnation of any or all of the Premises is a casualty loss.

Indemnification: Tenant shall indemnify, defend, and hold Landlord harmless from any and all claims and damages (including reasonable attorney's fees and costs) arising from Tenant's use of the Premises or the RV Space or from any activity permitted by Tenant in or about the RV Space unless caused by the gross negligence or willful misconduct of Landlord. Tenant shall further indemnify, defend, and hold Landlord harmless from any and all claims and damages (including reasonable attorney's fees and costs) arising from any breach or default in the terms of this agreement or arising from any act, negligence, fault, or omission of Tenant and from and against any and all costs, reasonable attorney's fees, expenses, and liabilities incurred on or about such claim or any action or proceeding brought on such claim. In case any action or proceeding shall be brought against Landlord by reason of any such claim, Tenant, on notice from Landlord, shall defend it at Tenant's expense by counsel approved in writing by Landlord.

Mandatory Arbitration: Any dispute under this agreement shall be required to be resolved by binding arbitration of the parties hereto. If the parties cannot agree on an arbitrator, each party shall select one arbitrator and both arbitrators shall then select a third. The third arbitrator so selected shall arbitrate said dispute. The arbitration shall be governed by the rules of the American Arbitration Association then in force and effect.

Representations: Tenant's statements in this Lease and any application for rental are material representations. Each party to this Lease represents that he or she is of legal age to enter into a lease or contract. If Tenant makes a misrepresentation in this Lease or in an application for rental, Tenant is in default and has breached the Lease.

Entire Agreement: There are no oral agreements between Landlord and Tenant. This Lease contains the entire agreement between Landlord and Tenant and may not be changed except by written instrument.

Governing Law: This Lease shall be governed by, construed, and enforced in accordance with the laws of the State of Texas.

Waiver: Landlord's past delay, waiver or non-enforcement of a rental due date or any other right will not be deemed to be a waiver of any other breach by Tenant or any other right in this Lease.

Binding Effect: This Lease Contract is binding upon and inures to the benefit of the parties to this Lease and their respective heirs, executors, administrators, successors and permitted assigns.

Attorney's Fees: Any person who is a prevailing party in a legal proceeding brought under or related to the transaction described in this Lease is entitled to recover pre-judgment interest, attorney's fees, cost of service, and all other costs of the legal proceeding from the non-prevailing party.

Counterparts: If this Lease is executed in multiple counterparts, all counterparts taken together constitute this agreement. Copies of signatures to this agreement are effective as original signatures.

Severable Clauses: Should any court find any clause in this Lease unenforceable, the remainder of this Lease will not be affected and all other provisions in this Lease will remain enforceable.

Joint and Several: All Tenants are jointly and severally liable for all provisions of this Lease. Any act or notice to, or signature of, any one or more the Tenants regarding any term of this Lease , its extension, its renewal, or its termination is binding on all Tenants executing this Lease.

Palmetto Oasis RV Park Park Rules

The following Park Rules apply to all Tenants, occupants and their visitors or guests. Any written Rules as set out herein or as amended or modified during the Lease term are considered part of this Lease. Tenant agrees to comply with and abide by these Park Rules as a material term of this Lease and to require Tenant’s occupants, visitors or guests to comply and abide by these Park Rules as well. Landlord reserves the right to make reasonable changes to these Park Rules, which will be effective immediately if distributed to all Tenants and occupants.

- 1) EMERGENCIES: For all health and safety emergencies related to the Premises, Tenants or occupants must call immediately and leave a voice message with the details of the extent of the emergency and leave their name and phone number. For all other emergencies, call 9-1-1 (fire, robbery, domestic assault, animal bites, etc.)

- 2) QUIET TIME: 10 p.m. / 7 a.m. – Please be considerate of others. No loud music or objectionable noise will be permitted at any time.

- 3) SPEED LIMIT: A speed limit of no more than 5 mph shall be observed at all times.

- 4) SEWER: Sewer connection – a positive sewer seal at both ends of sewer hose is required. Texas law requires that a sewer hose must be fastened using a proper connector or a rubber donut. Please see “Utilities” section of this Lease.

- 5) CHILDREN: We want children to be safe, but always under the watchful eyes of a parent/guardian. Children under the age of 14 may not be left unsupervised at Palmetto Oasis RV Park. Palmetto Management Company, LLC and the property owner are not responsible for the safety or welfare of your children. Tenants are solely responsible and liable for their children’s acts and behavior.

- 6) PETS:

- a. **Tenants are solely liable for their pets and for their behavior.** Please maintain control of your pets and keep them at least ten (10) feet away from pets belonging to other residents at all times. If a pet is left outside the Tenant's RV, it must be on a leash, no exceptions.
 - b. NO AGGRESSIVE BREED DOGS ARE ALLOWED IN THE PARK. Unless otherwise agreed in writing, only cats and small dogs (under 25 lbs.) are permitted as pets at Palmetto Oasis RV Park. Dogs that bark excessively must be kept indoors.
 - c. **The limit is for only 2 pets allowed on leash.**
 - d. Tenants must clean up after their pets.
 - e. Tenants may not leave pets tethered on a leash or chain or in a pen outside their RV when they are away (at work, overnight or otherwise) or absent.
 - f. Absolutely no pets other than service animals are allowed in the Park's office, laundry or bathhouse! The same rules apply for cats as for dogs. Cats are inside pets only. If outside, they must be on a leash with the owner at all times. These rules are for health reasons as well as the respect for others.
- 7) TRASH: Dumpster(s) located on the Premises are for personal trash only. Tenant and/or occupants may not dispose of or permit the disposal of environmentally detrimental or hazardous substances on the Premises, including but not limited to, motor oil, radiator fluid, hydrocarbons of any type, paint or solvents. All garbage must be bagged & tied, boxes broken down. DO NOT leave trash outside by your RV. Cleanliness of the Premises is important to us. Sites are to be kept clean and orderly, as determined by management. Please leave the laundry area as you would like to find it. If the laundry area or other location is in need of attention, please notify the manager. Washing RVs or personal vehicles on the Premises is prohibited. However, keeping your RV clean and in good repair is required.
- 8) INTERNET: Wireless Internet is for named Park Tenants and their immediate families only. Palmetto Management Company, LLC and Palmetto Oasis RV Park are not responsible for the operations of this Service. For problems contact: _____.

- 9) NO FIREWORKS ARE ALLOWED AT ANY TIME.
- 10) "OPEN CARRY" OR THE OPEN DISPLAY OF FIREARMS IS PROHIBITED.
- 11) VEHICLES: Bicycles must be securely locked or stored inside your RV when not in use. Landlord is not responsible for the theft of your property. Golf carts, four-wheelers or similar vehicles that are not registered, licensed or permitted for use on public streets and highways may NOT be used or stored in the Park...
- 12) PARKING: A limit of two vehicles only per RV Space in designated parking areas. For purposes of this Rule, a motorcycle or scooter is considered a vehicle.
- 13) BOATS: A limit of one kayak or canoe per RV Space. Johnboats, rafts, catamarans, bass boats, or any motorized boat or boat intended to be transported on a trailer may not be parked or stored at the Park.
- 14) CLOTHES LINES ARE NOT ALLOWED.
- 15) ELECTRIC SPACE HEATERS ARE NOT ALLOWED. NO ELECTRICAL CHEATER BOXES OR PIGTAILS ALLOWED. EXTERNAL GENERATORS ARE NOT ALLOWED. Landlord is not responsible for any electrical components on or within RV's.
- 16) CONDUCT: Please be considerate of your fellow Park residents at all times. Disorderly conduct, drunkenness, illegal drugs, obscene language, obnoxious, disruptive or vulgar behavior will not be tolerated. They will be reason for immediate eviction without refund.
- 17) DRUGS: Illegal drugs of any form are prohibited on the property of Palmetto Oasis RV Park. Any Tenant or guest of a Tenant on the Premises violating this rule may subject the Tenant to immediate eviction without a refund. Person (s) knowing of any illegal activity are encouraged to notify the management immediately. Any information reported will be strictly confidential.
- 18) LIABILITY: All common area Park facilities and equipment are intended for the exclusive use and convenience of Tenants and their guests. Any and all persons using the facilities do so AT THEIR OWN RISK and consent. Landlord is NOT RESPONSIBLE for any accident due to fire, theft, wind,

flood, personal negligence, acts of God or other unfortunate circumstances. Tenant is financially responsible for all individuals or pets at their site for any/all damage to the Premises.

NOTICE: THIS LEASE IS NEGOTIABLE BETWEEN THE PARTIES. THIS LEASE IS BINDING UPON FINAL ACCEPTANCE. READ IT CAREFULLY. IF YOU DO NOT UNDERSTAND THE EFFECT OF THIS LEASE, CONSULT YOUR ATTORNEY **BEFORE** SIGNING.

PALMETTO OASIS RV PARK MANAGEMENT RESERVES THE RIGHT TO EVICT OR REFUSE SERVICE TO ANY PERSON OR PERSONS WHO BREAK OR DISREGARD ANY RULES WITHOUT REFUND. PALMETTO OASIS PARK MANANGEMENT RESERVES THE RIGHT TO REFUSE ANYONE ADMITTANCE OR LEASE ACCEPTANCE. PALMETTO OASIS PARK MANAGEMENT RESERVES THE RIGHT TO MAKE CHANGES TO THE RULES, REGULATIONS AND FEES WHEN NECESSARY AND WITHOUT NOTICE.

WITNESS our signatures as of the day and date first above stated.

LANDLORD: Palmetto Management Company, LLC

By: _____

Print Name: _____

TENANT(S):

Print Name/Phone Number

Signature/Date

Print Name/Phone Number

Signature/Date