TAN 1 ON, INC. DBA LAKEVIEW MARINA

RV SITE NIGHTLY/WEEKLY APPLICATION/LICENSE AGREEMENT

	RATES: \$	Per NIGHT OR \$	Per WEEK
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REQUESTED MOVE IN DATE: _____

MOVE	OUT	DATE:

"PROSPECTIVE LICENSEE - PRIMARILY RESPONSIBILITY FOR PAYMENT"

NAME (First, Middle, Last, Maiden):	DOB:
MAILING ADDRESS:	DL#:
EMAIL (REQUIRED):	MOBILE PHONE:
EMPLOYER/Address:	PHONE:

Other RV SITE" PROSPECTIVE LICENSEE(S)"18 years old and older (FOUR TOTAL LICENSEES PER RV

SITE see park mgt for exceptions)			
FULL NAME:	DOB:	DL#:	
FULL NAME:	DOB:	DL#:	
FULL NAME:	DOB:	DL#:	

CHILDREN STAYING IN LICENSEE'S RV 17 years old and younger

FULL NAME:	DOB:
FULL NAME:	DOB:
FULL NAME:	DOB:

PROSPECTIVE LICENSEE'S, RV, VEHICLE and PET INFORMATION

RV MODEL:			YEAR:	LICENSE#:	SIZE:
IF RV IS OVER	9 YEARS OLD P	LEASE SUBMIT	PHOTOS (FOUR TOTAL.ONE	OF EACH SIDE) WITH APPLICATION
VEHICLE 1 YE	EAR:	MAKE:		_MODEL:	LICENSE#:
PET(s) (Identify pet type, name, breed, tag #):					

Authorization & Representation: Prospective Licensee(s) authorize Tan 1 On, Inc. dba Lakeview Marina ("Licensor") and Licensor's agent at any time before, during and/or after any license period to: (1) request a copy of six weeks of paycheck stubs for licensee primarily responsible for payment(s); (2) obtain criminal background check(s) on Prospective Licensee(s); (3) verify any licensing, rental, employment, or criminal history or verify any other

information related to this application with persons knowledgeable of such information. Prospective Licensee(s) represent that the statements in this application are true and complete. <u>Prospective Licensee(s) understand that providing false or inaccurate information is</u> <u>grounds for rejection and a breach of any License Agreement.</u>

LICENSE. Subject to Licensor's signature on the "ACCEPTED" line below, and subject to Prospective Licensee's acceptance and agreement with all of the terms and conditions set forth herein including but not limited to the "Park Rules" below, Licensor hereby grants to Prospective Licensees a non-transferable, exclusive, limited nightly/weekly RV site license (the "License") to use the "RV Site Assigned and Location" for the License Period. The Lakeview Marina RV Park, the RV Park at Budville and the area generally known as Lakeview Marina (the "Marina") are together referenced to as the "Premises". This License Application/Agreement, including by incorporation the Tan 1 On, Inc dba Lakeview Marina "RV Park Rules and RV Park at Budville Rules", is the "Agreement".

INDEMNIFICATION/RELEASE/WAIVER: NEITHER LICENSOR, NOR ITS AFFILIATED COMPANIES, AND/OR ANY OF THEIR EMPLOYEE'S, MEMBERS AND/OR MANAGERS (ALTOGETHER THE "LICENSOR GROUP") ACTING ON THEIR OWN BEHALF, AND/OR ON BEHALF OF LICENSOR, SHALL HAVE ANY LIABILITY OR RESPONSIBILITY OF ANY KIND FOR ANY LOSS, DAMAGE OR INJURY TO OR DEATH OF ANY PERSON OR PROPERTY IN OR AROUND THE RV SITE OR ON OR IN ANY OTHER PART OF THE PREMISES AND/OR ANY RELATED FACILITIES, AND/OR FOR DAMAGE TO THE LICENSEE'S RV ITSELF, BY ANY CAUSE, EVEN THOUGH SUCH LOSS, DAMAGE, INJURY, OR DEATH WAS CAUSED IN WHOLE OR IN PART BY THE NEGLIGENCE (WHETHER SOLE, JOINT, OR CONCURRENT), GROSS NEGLIGENCE, STRICT LIABILITY OR OTHER LEGAL FAULT OF LICENSOR AND/OR ANOTHER MEMBER OF THE LICENSOR GROUP. LICENSEES HEREBY WAIVE AND RELEASE LICENSOR AND OTHER MEMBERS OF THE LICENSOR GROUP FROM ANY LIABILITY OR RESPONSIBILITY OF ANY KIND FOR ANY LOSS, DAMAGE OR INJURY TO OR DEATH OF ANY PERSON OR PROPERTY ON, IN OR AROUND THE RV SITE OR ON, IN OR AROUND ANY OTHER PART OF THE PREMISES, AND/OR ANY RELATED FACILITIES AND/OR FOR DAMAGE TO LICENSEE'S RV ITSELF, FROM ANY CAUSE, EVEN THOUGH SUCH LOSS, DAMAGE, INJURY, OR DEATH WAS CAUSED IN WHOLE OR IN PART BY THE NEGLIGENCE (WHETHER SOLE, JOINT, OR CONCURRENT), GROSS NEGLIGENCE, STRICT LIABILITY OR OTHER LEGAL FAULT OF LICENSOR AND/OR AND OTHER MEMBER OF THE LICENSOR GROUP. LICENSEES AGREE TO

INDEMNIFY, DEFEND, AND HOLD THE LICENSOR GROUP HARMLESS FROM ALL LIABILITIES, CLAIMS, LOSSES, COSTS AND EXPENSES, INCLUDING ATTORNEY'S FEES, ARISING FROM OR RELATING IN ANY WAY TO LICENSEE'S USE OF THE RV SITE AND/OR ANY OTHER PART OF THE PREMISES, AND/OR ANY RELATED FACILITIES AND/OR THE ACTS OR FAILURE TO ACT OF ANY OF THE LICENSOR GROUP'S AND/OR LICENSEE'S VISITOR'S AND GUESTS, EVEN THOUGH SUCH LOSS, DAMAGE, INJURY, OR DEATH WAS CAUSED IN WHOLE OR IN PART BY THE NEGLIGENCE (WHETHER SOLE, JOINT, OR CONCURRENT), GROSS NEGLIGENCE, STRICT LIABILITY OR OTHER LEGAL FAULT OF LICENSOR AND/OR ONE OR MORE OTHER MEMBER OF THE LICENSOR GROUP. NOTWITHSTANDING ANYTHING TO THE CONTRARY CONTAINED IN THIS AGREEMENT OR PROVIDED BY APPLICABLE LAW OR IN EQUITY, ANY LIABILITY OF LICENSOR AND/OR OTHER MEMBER(S) OF LICENSOR GROUP ARISING FROM OR IN ANY WAY RELATING TO THIS AGREEMENT OR USE OF THE RV SITE AND/OR OF ANY OTHER PART OF THE PREMISES, AND/OR ANY RELATED FACILITIES SHALL BE STRICTLY LIMITED TO THE AMOUNT OF THE MONTHLY LEASE PAYMENTS WHICH HAVE ACTUALLY BEEN PAID BY LICENSEES UNDER THIS AGREEMENT, EVEN THOUGH SUCH LOSS, DAMAGE, INJURY, AND/OR DEATH WAS CAUSED IN WHOLE OR IN PART BY THE NEGLIGENCE (WHETHER SOLE, JOINT, OR CONCURRENT), GROSS NEGLIGENCE, STRICT LIABILITY OR OTHER LEGAL FAULT OF LICENSOR AND/OR OTHER MEMBER OF THE LICENSOR GROUP. THIS AGREEMENT IN NO WAY CREATES OR SHALL BE DEEMED TO CREATE A GENERAL **OBLIGATION OF THE LICENSOR AND/OR ANY OTHER MEMBER OF THE LICENSOR GROUP** AND SHALL BE STRICTLY CONSTRUED AND LIMITED AS PROVIDED IN THE PRECEDING SENTENCE.

Notice: Unless otherwise agreed to in writing, Licensor's RV sites remain on the market until a License Agreement is signed by ALL Licensees and by Licenser and Licensor may continue to show the Licensor's RV site(s) to other prospective Licensees and accept another offer.

Tan 1 On, Inc. dba Lakeview Marina "<u>RV Park Rules and the RV</u> <u>Park at Budville Rules</u>"

ALL LICENSEES, THEIR GUESTS, AND OTHERS ON THE PREMISES MUST ABIDE BY THE PARK RULES BELOW. TAN 1 ON, INC. DBA LAKEVIEW MARINA. (the "Park" and The RV Park at Budville) RESERVES THE RIGHT TO AMEND, ADD TO, OR MODIFY THE PARK RULES AT ANYTIME WITHOUT PRIOR NOTICE.

ARRIVALS AND DEPARTURES:

- New arrivals must contact someone in the marina office when they arrive. A park employee will assist in parking one's RV to make sure it is the correct site, location and properly positioned.
- Subject to Park management's prior variance., check in time is 12:30 pm to 5:00pm for overnight stays and check out time is noon. Any changes must be approved by management in advance.
- Boat launching, mooring, storage etc. is not included in the RV site rates. Please see management about boat launching, boat mooring, boat storage, and/or trailer parking/storage.

RV RIG, OTHER VEHICLE AND RV SITE APPEARANCE:

- Management reserves the right to prohibit accommodation for RVs and other vehicles that are not deemed to be in good and clean condition and appearance; and if an existing RV or other vehicle has deteriorated due to age/neglect etc. management reserves the right to cancel pending license.
- No structures of any type may be constructed at a RV site without the prior approval of management.
- If structures located on a RV site become unsightly due to lack of maintenance, age, etc. (in the opinion of management) then licensee will be given the option to repair, replace, or remove the structure.
- Outside storage is not permitted. RV sites must always be kept clean and clear of litter.
- No swimming pools or trampolines are permitted at RV sites.
- Holiday decorations must be removed within 14 days after the holiday.
- No boat trailers, boats or tow-behinds are permitted at RV sites. See park management concerning where to park trailers. There is a charge for storage AND launching of boats.
- Trees may not be cut down or trimmed without park management approval.
- Absolutely no watering the roofs of RV's is permitted for the purpose of cooling the roof.

DOGS & OTHER ANIMALS:

- Dogs may be permitted provided they are not among the following breeds or mixed breeds: Pit Bulls & Staffordshire Terriers, Doberman Pinschers, Rottweilers, German Shepherds, Chows, Great Danes, Presa Canarios, Akitas, Alaskan Malamutes, Bull Mastiffs, Siberian Huskies and Wolf-hybrids or any other dog that is aggressive in the opinion of park management. Exceptions can be made for certified service dogs that may be of a breed noted above.
- All dogs must have collars and wear a valid tag showing they have a current rabies vaccination.
- No more than one dog per RV site without written approval from management.
- Fences for dogs cannot be built/installed without management approval.
- All dogs must be kept on a leash when not inside your RV (unless inside an approved fence). Dogs may not be chained up or caged outside the RV.
- Dogs must always be cleaned up after and may not run free in the park under any circumstances.
- Excessive barking will not be tolerated.
- Failure to adhere to the above rules concerning dogs may result in revocation of License.
- No other types of pets are allowed without written permission of management. No chickens, horses, cows, pigs or other farm type animals are permitted.
- Dog owners will be liable for all damages and/or injury caused by their dog. If management receives more than two written complaints with respect to excessive barking, biting a person or other dog, or displaying aggressive behavior the licensee(s) will be required to remove the dog from the park.

PARKING AND VEHICLES:

- In most cases only one motor vehicle (other than Licensee's RV) may be parked at the RV site. Some sites may allow up to two vehicles per site (plus the RV). See Park management regarding requests for more parking than is authorized per site. Overflow parking is available. See management for specific overflow parking areas and for additional fees (if any).
- All vehicles owned/used by a licensee must be identified on that licensee's license agreement.
- The speed limit in the park is 3 MPH.
- No parking in the roadway. Towing is enforced for vehicles improperly parked.
- No vehicles allowed on grass areas of the park.
- All motorized vehicles operated on the premises must have a current registration, be in good physical repair (i.e. no wrecked vehicles) and must be operable.
- Licensees may not build, rebuild, or repair vehicles or their RV anywhere on the Premises at any time other than inside approved storage buildings.

GOLF CARTS:

- The operation of Dirt Bikes, go-carts or similar vehicles are not permitted anywhere on the premises.
- Cart operators must hold a valid driver's license unless driver is accompanied by a parent or guardian who has a valid driver's license. Parent or guardian must always be in the front seat next to a child driving the cart.
- The speed limit in the park is 3 MPH including for golf carts.
- Golf carts must be in good working condition. No loud mufflers allowed.
- Golf carts must have working headlights and headlights must be turned on when the golf cart is being operated at night. Flashlights are not a replacement for working headlights.
- Golf carts may only be driven on roadways.
- No driver may operate a golf cart in a manner that may endanger themselves or others.
- No more than two golf carts per RV site and golf carts must not be parked in the roadway at any time.
- No one shall be allowed to ride on a golf cart while standing, squatting or otherwise not sitting in a designated seat.
- "No Parking" signs apply to golf carts as well as other types of motor vehicles.
- Failure to abide by the above rules concerning golf carts may result in licensees losing their right to use the golf cart on park premise or termination of your license to be on park premises.

SWIMMING AND FISHING:

- Swimming is allowed in the designated swimming area only. No lifeguards are on duty and children should always be accompanied by their parent(s) or guardian.
- No swimming is never allowed off the boat docks or seawall. Many of the docks contain underwater bracing that cannot be seen from the surface. Extreme care must always be taken when walking on a boat dock.
- If licensee invites a guest(s) to go swimming or fishing, the guest(s) must always be accompanied by the licensee.
- Fishing is allowed off the seawall at 6657 Peden and only for licensees and a limited number of guest(s).
- No fishing from the marina docks inside the marina proper or the restaurant day dock. Fishing is allowed on a limited basis from the dock immediately behind the blue house at 6657 Peden.

TAN 1 ON, INC. DBA LAKEVIEW MARINA

6600 Peden Road, Fort Worth, TX 76179 PHONE: (817) 236-4633 EMAIL: lakeviewmarinaeaglemountain.com RV Nightly-Weekly LICENSE APPLICATION DSW 12-2-2024

- Guest(s) of licensee must be accompanied by licensee at all times while fishing.
- Do not place fish parts in ANY trash receptacle or dumpsters.

GENERAL RULES:

- Quiet hours are generally from 10:00pm to 8:00am. Occasionally, (mostly certain weekends and holidays) there will be occasions where a band may be playing after 10:00pm at the bar next door to the RV Park.
- Pay close attention to the booting and towing policy posted and included in the license agreement as failure to pay you license and/or other fees can make your vehicle(s) including your RV to become unauthorized on our premises and thus subject to be towed without warning.
- No licensee(s) or guest(s) of a licensee shall be present around boat ramp, seawall or path to trailer parking area and disrupt, create a bad atmosphere, kid, chastise, make fun of, heckle etc. anyone attempting to launch a boat, attempting to load a boat on a trailer, attempting to back a trailer down the ramp and/or exiting the ramp area to a trailer parking area. {While the boat ramp area can be most entertaining, WE (you and the Park) do not want to get a bad reputation among boaters that Lakeview and the people that live here create a bad atmosphere for boaters and their families anywhere on the Premises including (with zero tolerance) at the boat ramp. Everyone has a bad day occasionally and a critical audience can make matters worse.}
- Licensees are asked to notify park management in cases where someone is speeding in the park and are asked to refrain from calling out those who may be driving more than 3 MPH.
- No open fires are permitted unless contained in a bar-b-que, smoker or small chimenea.
- Do not move your RV from your currently assigned RV site without management approval. There will be a \$50 move fee applied each time a move is approved.
- Licensee's and their guests that smoke should not throw cigarette butts on the ground.
- No clothes lines are permitted.
- All guests/visitors of Licensees that will be staying more than 7 days must be added to the license agreement and provide information to have background checked for criminal activity. No more than 4 people staying overnight (licensees and guests combined) per site without management approval.
- Absolutely no sub-letting of an RV site or RV is allowed. This includes short-term rentals aka VRBO etc.
- Offensive activities, abusive language, interference with rv park employees, rv park owners, marina tenants, their guests, any park or marina visitor, other park licensees and/or guests by licensee's, their guests, or children can be cause for revocation of a license.
- Discharge of firearms, paintball guns, BB Guns, pellet guns, sling shots and/or fireworks of any kind is not permitted on park premises.
- Licensees will be held liable for damage to grounds, electric meters, plumbing, etc. should damage be due to licensee's or their guest(s), visitors, or children's negligence.
- The use of a sewer ring or other means to contain sewer gases must be used and are not furnished by the park. All sewer lines must be free of leaks and have a "dough-nut" or treaded attachment to our sewer lines.
- Never leave trash sitting outside a RV. All trash must be bagged and placed into a dumpster located on the marina premises or the entrance to 6657 Peden. Do not use the dumpster at Gibco Flex Mold.

There is no trash pick-up at RV sites. All trash dumped into any dumpster must have been generated at these premises. No trash of any type shall be brought to the marina that was not generated here. All boxes must be broken down. No trash of any kind shall be left sitting outside the dumpster(s).

- Generators will only be operated (1) during true emergencies or (2) for monthly systems checks during Park office normal business hours.
- No person is allowed to climb on trees or stand on picnic tables. No one may ride bicycles after dark.
- A minor curfew is enforced. Minors, without their parents or guardians with them, should be at their RV site between 10PM & 6AM. Children should always be accompanied by parent or guardian around boat ramp and docks. No child under the age of 16 should ever be on a boat dock without parental supervision.

I, PROSPECTIVE LICENSEE PRIMARILY RESPONSIBLE FOR PAYMENT,

SIGNED:

HAVE READ THIS LICENSE APPLICATION AND I

Date:

AGREE TO THE AUTHORIZATION & REPRESENTATION ABOVE. I HAVE ALSO REVIEWED THE LICENSE AGREEMENT INCLUDING THE "<u>PARK RULES</u>".

SIGNED:	Date:	
I, PROSPECTIVE LICENSEE,		HAVE READ THIS LICENSE
APPLICATION AND I AGREE TO THE AUTI	HORIZATION & REPRESENTATIO	ON ABOVE.
SIGNED:	Date:	
I, PROSPECTIVE LICENSEE,		HAVE READ THIS LICENSE
APPLICATION AND I AGREE TO THE AUTI	HORIZATION & REPRESENTATIO	ON ABOVE.
SIGNED:	Date:	
I, PROSPECTIVE LICENSEE,		HAVE READ THIS LICENSE
APPLICATION AND I AGREE TO THE AUTI	HORIZATION & REPRESENTATIO	ON ABOVE.

FROM:_____a.m./p.m. on______

TO:____a.m./p.m. on_____

TOTAL PAYMENT COLLECTED:

Accepted: Licensor-Tan 1 On, Inc. dba Lakeview Marina By:_____Date:_____ Title:_____