

ENNIS LUXURY RV RESORT RULES & POLICIES

Please read the terms and conditions below carefully. Your use of the website www.ennisluxuryrv.com and your completed booking constitutes your acceptance of these terms.

ANY PERSON WHO FAILS TO ADHERE TO RESORT RULES AND POLICIES MAY BE REMOVED FROM THE RESORT AT THE SOLE DISCRETION OF RESORT MANAGEMENT.

Security and Management personnel are responsible for monitoring adherence to and enforcement of these rules and policies. Violations of these rules and / or policies, depending on their severity, may result in the following: verbal counseling, written notifications, removal or fines.

CHANGES & UPDATES TO THESE RULES

The Resort reserves the right to make changes to these rules and policies at any time, without prior notice. When such changes are made, all appropriate parties will be notified in a timely fashion.

MANDATED CODE OF CONDUCT

Show common courtesy between all persons in the Resort.

1. All guests and vendors are responsible for abiding by Resort rules and policies.
2. The following are cause for immediate removal and, when appropriate, referral to law enforcement for prosecution:
 - a. Use or display of firearms, lethal weapons or fireworks.
 - b. Profane, abusive or threatening language or actions directed at Resort personnel or other guests.
 - c. Any guest whose actions interfere with the operation of the Resort.
 - d. Guests exceeding the Resort's 5 mph speed limit.
 - e. Willful damage or defacing of Resort property.

REGISTRATION / TIME PERIODS / PAYMENTS / FEES / GUESTS / MISC.

1. Guests must be 21 or older to register for an RV site.
2. All RV's must be RVIA or RVIC approved before entering the Resort.
3. Owners must possess a current and valid driver's license, registration and proof of RV insurance and be able to show the same upon check in.
4. Site rental fees are due and payable in advance.
 - a. We accept all major credit cards. We do not accept cash or personal checks.
 - b. Your reservation is not confirmed until your credit card has been charged.
 - c. All rates are exclusive of taxes and service charges.
 - d. All stays are subject to applicable local and state taxes.
 - e. Rates are subject to change without notice.
 - f. There is a one-time Resort fee of \$7.00 per site per reservation.
5. **Check in time is 2:00pm.**

6. Checkout time is 11:00am.

- a. On the morning of departure, no further action is needed.
7. Late checkouts may be accommodated, depending on availability.
8. Guests must contact the office for a late checkout if they plan to stay after 11:00am.
9. An additional charge of \$10.00 per hour will be assessed for guests who are checking out / vacating their site after 11:00am.
10. Guests who have not vacated their site by 2:00pm will be assessed an additional night's rental fee.
11. People other than those listed on the booking reservation may not stay overnight on the property.
 - a. Please contact us for written approval of your outside guests.
 - b. We offer day passes for \$20 per outside guest to use the pool.**
 - c. Guests may park at the office and use social areas.
 - d. **ALL OUTSIDE GUESTS MUST CHECK IN AT THE OFFICE.** They must fill out paperwork including providing their vehicle license plate number.
12. Large group gatherings with outside guests are prohibited. However, the Resort Clubhouse is available for rent. Please contact the office for details.
13. For 1 month or longer bookings, all guests over the age of 18 MUST perform a background check prior to checking in.
 - a. Guests must pay \$15.00 each for the background check.
 - b. The Resort will provide a link for the background check.
14. The Resort is not responsible for any packages that are delivered to the property.
 - a. Guest packages will be left outside of the office door.
 - b. No mail services are provided by the Resort. Use a local P.O. Box.
15. Regarding weather warnings, please refer to the Resort map on where to go for safety.
16. This is a privately owned business. Resort management reserves the right to refuse service to anyone.

CANCELLATIONS / CHANGES / CHARGES

1. Before 48 Hours of Check In: If you need to cancel your reservation, please call 469-988-5324 before the deadlines listed to receive your deposit refund, minus a \$10 cancellation fee.
2. After 48 Hours of Check In: Reservations made after these deadlines require a non-refundable deposit.
3. Monthly Reservations: Require a 30-day notice. Cancellations made after deadlines will result in forfeiture of all deposits.
4. Monthly Guests: Payments are due on the 1st of every month. Guests will incur a \$25 per day late fee beginning on the 6th due to non-payment.
5. Date Changes: All date change requests must be made before the timeline listed above. One date change is allowed. Guests are responsible for any difference in rate and no refunds or credits will be issued for lower rate in change. Date changes / credits cannot be redeemed for holiday weekends listed below. Please email info@buzzworthypm.com for requests.
6. Holidays & Special Events: May have special deposit and / or cancellation requirements.

Special conditions may apply during high-demand periods and special events. Please call 469-988-5324 for more information.

7. Special Offers & Discounts: Bookings made with a special offer or discount are nonrefundable and non-changeable.
8. Weather: In the event of rain or unpleasant weather, the timelines laid out in this policy remain valid.
9. Severe Weather: Instances of severe weather will be decided on by the Resort. In the event of severe weather, a dollar value credit will be issued to the guest to be used for a future stay. Special offers or discounts may not apply to new date changes.
10. Early Departures or No Shows: There are no credits or refunds for early departures or no shows.
11. Cancellations or Changes Made by the Resort: The Resort reserves the right to cancel a reservation for any unforeseen reason. In the event a reservation cancellation is deemed necessary, The Resort will issue the guest a dollar value credit to be used for a future reservation.
12. Ticketed Events: All ticketed events are nonrefundable.
13. Amenities & Services: Amenities and services are subject to change without notice and may not be available / closed with no notice.
14. Selected Reservation Changes: Specific site reservations are not guaranteed and are subject to change. We reserve the right to move your reservation to another site with no price increase or refund. We will do the utmost to fill specific requests and we will make every effort to leave you in the site you have selected. Locked in sites are offered at booking.

VEHICLES: IDENTIFICATION / PARKING / GENERAL INFORMATION

1. Registration tags must be visibly displayed on all vehicles while on the Resort property.
2. Handicapped parking spaces are available near the clubhouse for up to four (4) hours, for those with proper permits.
3. Cab-over campers may NOT be removed from the vehicle and placed on the ground.
4. Tent camping, sleeping in cars or outside of the RV is prohibited.
5. Tents or tent-like structures are not allowed on the property.
6. Sites are designated for a maximum of (1) RV and two (2) motorized vehicles, if space allows.
7. Parking on crushed granite or turf is prohibited.
8. Motorcycles are allowed and covers can be used if they are of a professional grade.
9. Extra non-motorized towed units, such as, but not limited to, cargo trailers, boat trailers and utility trailers, cannot be parked at the Resort.
10. Daily guests may have non-motorized towed units on site, provided the unit remains properly attached to the RV and does not exceed the site space.
11. Without exception, monthly guests must use storage for towed units.
 - a. Please contact the Front Desk for information on where to park work and box trucks, as well as extra vehicles.
12. No washing of RV's, vehicles and other motorized units in the Resort unless it's by a professional mobile wash service using their own water.

13. Wastewater must be discharged into authorized receptacles only and never discharged onto the ground.
 - a. Sewer collars or approved sealed sewer connections are always required.
14. Vehicles must be parked on your assigned site or in designated parking areas only.
 - a. Parking on grass areas or on the streets marked with a red firelane is prohibited.
 - b. Vehicles parked in violation of these rules are subject to being towed at the owner's expense.
15. All RV's and personal vehicles must be capable of being moved within a 24-hour notice.
 - a. If an owner cannot move their vehicle or RV, the owner must have it moved by a third party, at the owner's expense.
16. As a common courtesy, please refrain from walking through occupied sites.

SPEED LIMIT

1. The Resort speed limit is 5 MPH.
 - a. Because of the potential for significant harm, speed limits are strictly enforced with zero tolerance.
 - b. Depending on the severity of the violation, guests exceeding this speed limit may be immediately removed from the Resort.

SMOKING

1. Smoking (including the use of electronic smoking devices) is prohibited in the clubhouse, office, bathhouses, pool areas and comfort stations.
2. Smoking is not allowed within 25 feet of any clubhouse entrance.
3. Please dispose of cigarette butts properly when smoking outside.

DAMAGES

1. We reserve the right to charge you for damages beyond normal wear and tear, including cleaning fees.
2. Please let us know if something has broken during your stay or you've noticed something that requires our attention.

PETS

1. There is a \$3.00 charge per pet. Up to 3 pets per RV site are allowed.
2. **PETS ARE NOT ALLOWED IN THE CLUBHOUSE, BATHHOUSES OR POOL AREAS.**
3. Pet owners **MUST** pick-up after their pets at their RV site and on the entire Resort property.
 - a. There will be a fee if you do not clean up after your pet.

SITE APPEARANCE / RULES & POLICIES

Prohibited

1. Structures external to the RV and not an integral part of the RV are prohibited. This includes, but is not limited to, storage sheds, cabinets, enclosed gazebos / screen rooms, wading pools, workbenches, fences, steps and plastic containers.

2. Spikes, posts and other objects including decorative items or flag poles may not be driven into any surface on the property.
3. Picnic tables must remain where they are currently placed. They may not be moved onto the turf area of sites nor may rugs, carpets, etc.
4. Gas cans of any size.
5. External propane tanks which exceed 7 gallons of capacity.
6. Tarps.
7. Storage of any items of any sort are prohibited along the walls or fence line.
8. Excessive plants and ornamental objects are not allowed, if they detract from the site appearance or become a nuisance.
9. The storage of personal indoor items in plastic storage containers and / or bins outside around or under your RV.
10. The storage or placement of indoor household furniture (couch, chairs, mattress, etc) outside of the RV.
11. Grills may not be placed on the turf.
12. Clotheslines may not be erected for any purpose.
13. Hammocks, swings, etc. may not be tied to the trees.
14. Guests are not permitted to cut or defoliate any trees, bushes, or plants on the Resort property.
15. Guests are prohibited from altering, moving, or removing any Resort property including, but not limited to, site pedestals, rocks, etc.
16. Open fires are not permitted at any time.
17. Signs and other notices may not be posted in any areas unless the Park Manager has provided prior approval.
18. Guests may not sell, advertise or offer services while in the Resort.
19. The Park Manager must approve any outside business operation in the Resort.
20. Mechanical work of any kind, along with all interior work consisting of floor, wall or large appliances, is strictly prohibited unless performed by an authorized dealer.
21. Guests MUST keep their sites tidy. No trash bags, trash cans, tools, buckets, tires, etc. are allowed. Site appearance is dependent upon Park Manager's discretion.

Permitted

1. Propane tanks must be attached to grills, smokers, heaters, etc.
2. Outdoor fire pits that are elevated and completely screened in, as well as charcoal or gas grills are acceptable.
3. Screened awning extensions that are hemmed and not tattered are permitted if they are not staked into the ground and are limited to one side of the awning.

ENFORCEMENT

1. Overall aesthetics will be considered by security staff and management in making the determination of a violation.
2. Security and management staff will provide guests a written violation notice of their site and guests will be given 24 hours to rectify the violation(s).

- a. Some violations will require immediate attention and will not be given a 24-hour timeline.
3. Failure to meet these timelines will result in removal.

PARENTAL OBLIGATIONS

1. The use of skateboards, boogie boards, scooters, roller skates or roller blades are allowed on the Resort property. However, all users must wear appropriate safety helmets.
 - a. Individuals without appropriate safety helmets, will be warned and not allowed continued use until they have the appropriate safety helmets.
2. Persons under 21 years of age are prohibited from loitering around gaming machines in the clubhouse.
3. Resort guests are responsible for the conduct, behavior and control of their children and visiting guests.
4. Children under 16 years of age must have adult supervision in the open areas of the Resort, clubhouse and pool areas.

BICYCLES / WHEELED RECREATIONAL DEVICES

1. Bicycles or any other wheeled recreational devices are not allowed across RV sites, on the pool deck, patios and around clubhouse or in buildings.

LIABILITY

1. Resort guests are financially responsible for any damage to Resort property, intentional or accidental. Willful damage or defacing of Resort property will be cause for immediate removal and prosecution.
2. Guests use the Resort facilities and amenities at their own risk. The Resort is not responsible for loss or damage due to fire, accident, theft, weather or catastrophic events.
3. Open and obvious conditions:
 - a. The Resort is not responsible for guests who hit, drive into, bump into, fall or trip into open and obvious structures such as trees, shrubs, fences, fire hydrants with vehicles or by person.
 - b. These conditions do not carry warnings because the "obviousness" of the danger is sufficient.

CLUBHOUSE DRESS CODE

1. Shirts and shoes must be worn when entering the clubhouse along with appropriate dress.
2. **NO SWIMWEAR ALLOWED IN CLUBHOUSE.**

GOOD NEIGHBOR POLICY

1. "Quiet time" is between 10:00 pm and 7:00am. Please be courteous to the other guests around you.

2. Quiet time evening hours may be extended for Resort sponsored events taking place at the Clubhouse as determined by the Park Manager.
3. Loud, objectionable noise and distracting non-RV lights are not allowed at any time.
4. Profanity or violence will not be tolerated. Inconsiderate guests will be asked to leave,
5. All motorized vehicles and bicycles must be equipped with a forward projecting light and rear reflectors for use after dark.
6. Children under 18 years of age are required to be at their RV sites during quiet time.
7. The operation of generators is not allowed at any time in the Resort.

ALCOHOL POLICY

1. Guests can bring alcohol on property to enjoy at their own site / RV only.

SWIMMING POOL RULES

1. Please be advised there is no lifeguard on duty. All persons use the pool at their own risk and are to comply with the safety rules posted in the pool areas.
2. A SPECIAL NOTE TO ALL PARENTS OF SMALL CHILDREN. PLEASE KEEP YOUR CHILDREN IN SIGHT AT ALL TIMES. A MOMENTARY LAPSE CAN RESULT IN DISASTROUS CONSEQUENCES.
3. Proper swimming attire is required for pool use. Street shorts or jeans are not proper swimming attire.
4. Children who are not "potty trained" must wear a swim diaper when using the pool.
5. Children under the age of 16 must be accompanied by an adult in the pool areas.
6. Breakable material or glass is not allowed in the pool areas.
7. NO ALCOHOL is allowed in the pool areas.
8. NO PETS are allowed in the pool areas.
9. Bicycles and other devices are not allowed in the pool areas.
10. Diving, running, ball games, jumping and other boisterous play is prohibited.
11. Radios or other devices are permitted only if they do not disturb other guests.
12. No smoking or vaping in the pool areas.
13. Keep the pool gate closed at all times.
14. Pool will be closed if lightning is detected in the surrounding area.
15. Management reserves the right to close the pool at its discretion.

TRASH

1. Trash is to be placed in waste containers located throughout the Resort.
 - a. Resort waste containers cannot accommodate large items.
 - b. Guests are to dispose of large items elsewhere outside of the Resort
2. Trash placed outside your RV is not permitted at any time.
3. Do not dispose of hazardous waste items anywhere in the Resort.

LOST & FOUND

1. All items turned into the Front Desk as Lost & Found will be held for 30 days. After 30 days, all items will be disposed of.

2. Contact us if you left something during your visit. The Resort will hold any found items for 30 days for guest pick up.
3. There is a minimum \$25 surcharge, plus postage, to ship items back to the guest.
4. Any unclaimed items shall become the property of the Resort.

COMMUNICATIONS

1. By staying with us, you consent to receive marketing, promotional, and sales emails, as well as direct or automated emails regarding your stay with us.
 - a. You may opt out of this correspondence at any time.

COMMERCIAL PHOTOGRAPHY / VIDEOGRAPHY

1. Please email info@buzzworthytm.com to discuss permission for any commercial photography or videography. Include a description of the project, budget and desired times and locations.

SECURITY & SAFETY RESPONSIBILITY

1. The Resort is not responsible for lost, stolen, or damaged personal property or loss of any money or valuables. Management suggests that you keep your valuables locked up. Please report any problems or lost or stolen items to the office immediately.
2. Guests are responsible for their own safety while enjoying at their own risk the extensive property. The Resort is not responsible for any accidents, injuries or illnesses that occur while on the premises or its facilities. By completing this booking, it is agreed that all guests are expressly assuming the risk of any harm arising from their use of the premises or others whom they invite to use the premises.
3. Guests hereby indemnify, defend and hold harmless the Owner & Property from and against any claim, demand, cause of action, loss, or liability (including attorney's fees and expenses of litigation) for any and all property damaged or personal injury arising from guests' use of land and property by any cause.
4. We adhere to and maintain all state, county and local laws. The legal drinking age in Texas is 21 years. Guests will be solely responsible for ensuring that all members of their party are aware of the need to monitor alcohol intake and to drink responsibly. Guests agree to pay, defend, indemnify and hold harmless the Resort from any and all liabilities arising from, related to, or caused by the consumption of alcohol on the premises by guest and / or member of guest's party.

THEFT OF SERVICE LAW ACCORDING TO TEXAS 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".