

This rental agreement (the "Agreement") is made on the _____ day of _____ 2015, between Real Country Living RV Park LLC, with its principal office located at 14401 E. Hwy 158, Midland, Texas 79706, referred to herein as "Lessor," and _____, referred to herein as "Lessee."

Lessor leases to Lessee and Lessee leases from Lessor, for the term of this agreement, RV Spot #_____ of the Real Country Living RV Park (the "Premises") and being hereafter referred to as "RV Spot" (whether one or more), and pursuant to the following terms and conditions:

1. **Rent:** Lessee agrees to pay as rental \$ _____ /monthly (the "Rent") for RV spot(s) beginning _____, 2015 through _____ (the "Term") payable without demand, by credit card, cashier's check, or money order on the 1st of each month. Rent shall be paid to Lessor at 2600 Mossrock, San Antonio, Texas 78230 or at any location Lessor designates in writing to Lessee. Late rent payments shall be assessed a fee of five percent (5%) of the Rent. Lessor's acceptance of late Rent or other sum shall not constitute permission for Lessee to pay the Rent or other sum late thereafter and shall not constitute a waiver of Lessor's remedies for subsequent late payments. Late payment charges are due immediately upon notice or demand. For each returned check or reversed credit card transaction, Lessee shall pay all applicable bank charges incurred by Lessor plus \$25.00. Payments of any kind received by Lessor on behalf of Lessee may be applied at Lessor's option to non-rent items first, then to Rent. Payment of Rent by Lessee shall be an independent covenant. If Lessee has not timely paid rentals and other sums due on two or more occasions, or if a check from Lessee is returned for insufficient funds or no account, Lessor may require that all Rent and other sums due be paid by cashier's check, certified check, or money order.
2. **Security Deposit:** Lessor requires a security deposit of _____ paid on or before the first date of the Term.
3. **Lienholder Disclosure by Lessee:** There is/is not (circle one) a lien on the RV in the RV Spot. The lienholder is _____.
4. **Utilities/Cleaning:** Lessor shall pay for all water, electricity, cable, and internet and other utilities supplied. Such utilities shall be paid at such dates as designated in writing by Lessor.
5. **Assignment and Subletting:** Lessee shall not sublet the RV spot, or any part of the Premises, or assign this agreement without Lessor's prior, express, and written consent.

6. **Default:** Any failure by Lessee 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 Lessor, promptly terminate this tenancy and forfeit all rights of Lessee under this agreement.
7. **Maintenance and Redelivery of RV Spot:** Lessee shall keep and maintain the RV Spot in a clean and sanitary condition at all times, and on the expiration or earlier termination of the tenancy shall surrender the RV Spot to Lessor in as good condition as when received, ordinary wear and tear and damage by the elements excepted.
8. **Maintenance of Premises:** Lessor shall keep and maintain the common areas of the Premises.
9. **Emergency Telephone Number:** In the case of maintenance emergencies, the emergency number shall be the following: (516) 778-7275.
10. **Effect of Holding Over:** The parties agree that any holding over by Lessee under this agreement, without Lessor's written consent, shall be a tenancy at will which may be terminated by Lessor in accordance with applicable law.
11. **Chapter 94 of the Property Code may govern certain rights granted to Lessor and obligations imposed on the landlord by law.**
12. **Landlord's Remedy for Early Termination:** The maximum amount Lessor may recover as damages for a Lessee's early termination of the Agreement is an amount equal to the amount of Rent that remains outstanding for the Term of the Agreement and any other amounts owed for the remainder of the Agreement under the terms of the Agreement.
13. **Lease Termination and Eviction:** Lessor may terminate the Agreement and evict Lessee for a violation of an Agreement provision, including a community rule incorporated in the Lease Agreement. Lessor may terminate the Agreement and evict Lessee if the Lessee fails to timely pay Rent or other amounts due under the Agreement that in the aggregate equal the amount of at least one month's Rent; the Lessor notifies the Lessee in writing that the payment is delinquent; and the Lessee has not tendered the delinquent payment in full to the Lessor before the 10th day after the date the Lessee receives the notice.
14. **Nonrenewal of Lease for Change in Land Use:** Lessor may choose not to renew this Agreement if there is a change in the land use of the community during the Agreement Term and not later than the 180th day before the date the land use will change the Lessor sends notice to Lessee or to the owner of the RV or trailer if the owner is not the Lessee, and to the holder of any lien on the RV or trailer specifying the date that the land use will change; and informing the Lessee, owner, and lienholder, if any, that the owner must relocate the RV or trailer; and the Lessor posts in a conspicuous place in the community a notice stating that the land use will change and specifying the date that the land use will change.
15. **Indemnification:** Lessee shall indemnify, defend, and hold Lessor harmless from any and all claims and damages (including reasonable attorney's fees and costs) arising

from Lessee's use of the RV Spot or from any activity permitted by Lessee in or about the RV Spot unless caused by the gross negligence or willful misconduct of Lessor. Lessee shall further indemnify, defend, and hold Lessor 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 Lessee 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 Lessor by reason of any such claim, Lessee, on notice from Lessor, shall defend it at Lessee's expense by counsel approved in writing by Lessor.

16. **Insurance:** Lessee must maintain a minimum limit of \$30,000.00 in liability insurance. Lessee shall provide proof of insurance to Lessor and must notify Lessor within 30 days of any changes in insurance coverage.

17. **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.

18. **Governing Law:** This agreement shall be governed by, construed, and enforced in accordance with the laws of the state of Texas.

19. **Notices to Lessor:** Notice to Lessor shall be made at the following address:

Real Country Living RV Park LLC

Attn: Orlando Garcia

2600 Mossrock

San Antonio, Texas 78230

20. **Waivers:** Waiver by Lessor of any breach of any covenant or duty of Lessee under this agreement is not a waiver of a breach of any other covenant or duty of Lessee, or of any subsequent breach of the same covenant or duty.

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