



## RECREATIONAL VEHICLE (RV) EXTENDED STAY APPLICATION FOR STAYS MORE THAN THIRTY (30) DAYS AT MONTHLY RATE

**PERSONAL INFORMATION NOTICE:** A copy of the Privacy Policy for Newport Dunes Resort and Marina (dba Newport Dunes Waterfront Resort and Marina) (the “Resort”) may be found at <https://www.newportdunes.com/privacy-policy/>. Direct any inquiries on personal information to [privacy@terrav.com](mailto:privacy@terrav.com). Personal information collected in this application will be used for the purpose of evaluating tenancy eligibility, conducting required tenant screening, administering your stay, complying with applicable laws, and communicating with you regarding your tenancy.

This RECREATIONAL VEHICLE (RV) EXTENDED STAY APPLICATION FOR STAYS MORE THAN THIRTY (30) DAYS AT MONTHLY RATE (“Application”), together with the Recreational Vehicle (RV) Extended Stay Month-to-Month Rental Agreement, Extended Stay Recurring Payment Credit Card Authorization Form, Extended Stay Rules and Regulations, Resort Rules and Regulations and RV Standards and Policies attached hereto must be completely filled out and sent to Resort, **together with a copy of your current RV and car registrations and evidence of insurance, and a nonrefundable charge of \$50.00**, at least two (2) weeks before your arrival date. This nonrefundable charge is for tenant screening (identity and eviction checks), which is required for each new reservation. You will not be considered extended stay Tenant(s) at the monthly rate, and will pay the nightly rates for transient stays, until tenant screening is completed and approved. Please allow at least two (2) weeks to process your tenant screening. We will contact you if there are any issues. All extended stay Tenant(s) must have Resort Management’s approval for each new reservation.

RESORT AND ITS PROPERTY MANAGER DO BUSINESS IN ACCORDANCE WITH THE FAIR HOUSING LAWS OF THE UNITED STATES, THE STATE OF CALIFORNIA AND APPLICABLE LOCAL LAWS AND REGULATIONS. AS SUCH, THEY DO NOT DISCRIMINATE AGAINST ANY PERSON BECAUSE OF AGE, RACE, COLOR, RELIGION, SEX, GENDER, GENDER IDENTITY, GENDER EXPRESSION, SEXUAL ORIENTATION, MARITAL STATUS, FAMILIAL STATUS, MILITARY OR VETERAN STATUS, NATIONAL ORIGIN (INCLUDING LANGUAGE USE RESTRICTIONS), ANCESTRY, DISABILITY (MENTAL AND PHYSICAL, INCLUDING HIV/AIDS, CANCER, AND GENETIC CHARACTERISTICS) GENETIC INFORMATION, IMMIGRATION STATUS, HAIR TEXTURE OR HAIRSTYLES, PRIMARY LANGUAGE, SOURCE OF INCOME OR CITIZENSHIP OR ANY OTHER LEGAL PROTECTED CLASSIFICATION.

## TENANT INFORMATION:

### Tenant #1

Full Name: \_\_\_\_\_  
Permanent Residence Address: \_\_\_\_\_  
Residence Phone Number: \_\_\_\_\_  
Business Name & Address: \_\_\_\_\_  
Business Phone Number: \_\_\_\_\_  
Cellular Phone Number: \_\_\_\_\_  
Email Address: \_\_\_\_\_  
Date of Birth: \_\_\_\_\_  
Driver's License Number: \_\_\_\_\_ State: \_\_\_\_\_  
Social Security Number: \_\_\_\_\_

### Tenant #2

Full Name: \_\_\_\_\_  
Permanent Residence Address: \_\_\_\_\_  
Residence Phone Number: \_\_\_\_\_  
Business Name & Address: \_\_\_\_\_  
Business Phone Number: \_\_\_\_\_  
Cellular Phone Number: \_\_\_\_\_  
Email Address: \_\_\_\_\_  
Date of Birth: \_\_\_\_\_  
Driver's License Number: \_\_\_\_\_ State: \_\_\_\_\_  
Social Security Number: \_\_\_\_\_

### Other Occupants On Site (can have up to 6 total occupants per RV site including the Tenant(s) listed above):

Name: \_\_\_\_\_  
Relationship to Tenant: \_\_\_\_\_  
Contact Number: \_\_\_\_\_

Name: \_\_\_\_\_  
Relationship to Tenant: \_\_\_\_\_  
Contact Number: \_\_\_\_\_

Name: \_\_\_\_\_  
Relationship to Tenant: \_\_\_\_\_  
Contact Number: \_\_\_\_\_

Name: \_\_\_\_\_  
Relationship to Tenant: \_\_\_\_\_  
Contact Number: \_\_\_\_\_

**RV INFORMATION:**

RV Make and Model: \_\_\_\_\_  
RV Year: \_\_\_\_\_  
RV Type: \_\_\_\_\_  
RV Length: \_\_\_\_\_  
Vehicle ID #: \_\_\_\_\_  
License #: \_\_\_\_\_  
State of Registration: \_\_\_\_\_  
Registered Owner's Name: \_\_\_\_\_  
Phone: \_\_\_\_\_  
Address, City, State, Zip: \_\_\_\_\_  
Legal Owner's Name (i.e., financial ownership including any lender or lienholder): \_\_\_\_\_  
Phone: \_\_\_\_\_  
Address, City, State, Zip: \_\_\_\_\_  
\_\_\_\_\_

**RV Insurance Information:**

Insurance Carrier: \_\_\_\_\_  
Policy No.: \_\_\_\_\_  
Expiration Date: \_\_\_\_\_

**Other Vehicle Information:** Three (3) parking passes (one for the RV and two for additional vehicles) are included with the monthly rate. Additional passes for additional cars are \$60 per month. There is no charge for motorcycles or golf carts kept on your RV site.

1. Vehicle Make and Model: \_\_\_\_\_  
Vehicle Color: \_\_\_\_\_  
Vehicle Year: \_\_\_\_\_  
License Plate: \_\_\_\_\_  
State of Registration: \_\_\_\_\_  
Insurance Carrier: \_\_\_\_\_  
Policy No.: \_\_\_\_\_  
Expiration Date: \_\_\_\_\_
2. Vehicle Make and Model: \_\_\_\_\_  
Vehicle Color: \_\_\_\_\_  
Vehicle Year: \_\_\_\_\_  
License Plate: \_\_\_\_\_  
State of Registration: \_\_\_\_\_  
Insurance Carrier: \_\_\_\_\_  
Policy No.: \_\_\_\_\_  
Expiration Date: \_\_\_\_\_
3. Motorcycle Make and Model: \_\_\_\_\_  
Motorcycle Color: \_\_\_\_\_  
Motorcycle Year: \_\_\_\_\_  
License Plate: \_\_\_\_\_

State of Registration: \_\_\_\_\_  
Insurance Carrier: \_\_\_\_\_  
Policy No.: \_\_\_\_\_  
Expiration Date: \_\_\_\_\_

4. Golf Cart Make and Model: \_\_\_\_\_  
Golf Cart Color: \_\_\_\_\_  
Golf Cart Year: \_\_\_\_\_  
License Plate: \_\_\_\_\_  
State of Registration: \_\_\_\_\_  
Insurance Carrier: \_\_\_\_\_  
Policy No.: \_\_\_\_\_  
Expiration Date: \_\_\_\_\_

### PET INFORMATION:

Each RV site can have up to two pets (cats or dogs) maximum, provided that the following dog breeds are **not allowed**: Pitbull types or mixes, including, for example, American Bulldogs, American Bull Terriers, American Staffordshire Terriers, Staffordshire Bull Terriers and American Bullies; Dogo Argentinos; all Mastiff breeds or mixes (e.g., Bullmastiffs, Neapolitan Mastiffs); Rottweilers; Wolf dogs or wolf hybrids; Presa Canarios (Canary dogs); Akitas; and Cane Corsos OR OTHER BREEDS OR MIXED BREEDS OF DOGS WITH AGGRESSIVE OR UNCONTROLLABLE BEHAVIOR. **Please see full pet policy in Resort Rules and Regulations and on Resort website.** Service animals, animals in training to become service animals, and emotional support animals ("ESAs") approved as a reasonable accommodation are not pets and are exempt from these restrictions. If Tenant(s) or occupants listed above have a service animal, or animal in training to become a service animal, or an emotional support animal (ESA) for which they are seeking a reasonable accommodation, please advise Resort and you will be provided with the Resort's policy on Service Animals and/or ESAs, as applicable.

Breed of Dog/Cat: \_\_\_\_\_ Name: \_\_\_\_\_ License: \_\_\_\_\_  
Breed of Dog/Cat: \_\_\_\_\_ Name: \_\_\_\_\_ License: \_\_\_\_\_

### EMERGENCY INFORMATION:

#### Person whom Resort shall use its best efforts to contact in case of emergency:

Name: \_\_\_\_\_ Relation: \_\_\_\_\_  
Phone Number: \_\_\_\_\_ Email: \_\_\_\_\_



**RECREATIONAL VEHICLE (RV) EXTENDED STAY  
MONTH-TO-MONTH RENTAL AGREEMENT**

**FOR NEWPORT DUNES RESORT AND MARINA  
dba NEWPORT DUNES WATERFRONT RESORT AND MARINA (THE “RESORT”)**

**Equal Housing Opportunity  
We do business in accordance with the Federal Fair Housing Law**



RESORT AND ITS PROPERTY MANAGER DO BUSINESS IN ACCORDANCE WITH THE FAIR HOUSING LAWS OF THE UNITED STATES, THE STATE OF CALIFORNIA AND APPLICABLE LOCAL LAWS AND REGULATIONS. AS SUCH, THEY DO NOT DISCRIMINATE AGAINST ANY PERSON BECAUSE OF AGE, RACE, COLOR, RELIGION, SEX, GENDER, GENDER IDENTITY, GENDER EXPRESSION, SEXUAL ORIENTATION, MARITAL STATUS, FAMILIAL STATUS, MILITARY OR VETERAN STATUS, NATIONAL ORIGIN (INCLUDING LANGUAGE USE RESTRICTIONS), ANCESTRY, DISABILITY (MENTAL AND PHYSICAL, INCLUDING HIV/AIDS, CANCER, AND GENETIC CHARACTERISTICS), GENETIC INFORMATION, IMMIGRATION STATUS, HAIR TEXTURE OR HAIRSTYLES, PRIMARY LANGUAGE, SOURCE OF INCOME OR CITIZENSHIP OR ANY OTHER LEGALLY PROTECTED CLASSIFICATION.

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**RECREATIONAL VEHICLE (RV) EXTENDED STAY  
MONTH-TO-MONTH RENTAL AGREEMENT**

RV Site # \_\_\_\_\_  
Reservation # \_\_\_\_\_  
Arrival Date # \_\_\_\_\_, 20 \_\_\_\_

Tenant(s) Name:

#1 \_\_\_\_\_, Date \_\_\_\_\_  
#2 \_\_\_\_\_, Date \_\_\_\_\_

Tenant(s) who are listed above agree to lease the RV Site space listed above from owner, Newport Dunes Resort and Marina, dba NEWPORT DUNES WATERFRONT RESORT AND MARINA, and referred to in the balance of this Agreement as "Resort".

1. **TERM:** This Recreational Vehicle (RV) Extended Stay Month-to-Month Rental Agreement (the "Agreement") shall establish a month-to-month tenancy for stays over 30 consecutive days, to begin on the arrival date booked by Tenant(s) and set forth above. However, in no event shall the term of this Agreement be for a period to exceed six (6) consecutive periods of thirty (30) nights each, and this Agreement shall terminate no later than the earlier to occur of (i) \_\_\_\_\_, 20\_\_, the departure date booked by Tenant(s), or (ii) the day immediately after the 180<sup>th</sup> night of stay (the "Termination Date"). Tenant(s) acknowledge and agree that Tenant(s) will vacate the RV site which is the subject of this Agreement no later than the Termination Date, and that Tenant(s) will not be permitted to return to Resort for a new reservation for at least seven (7) nights. Tenant acknowledges that this Agreement does not create a tenancy under the Mobilehome Residency Law (Civil Code §§ 798 et seq.) and is instead governed by Civil Code §§ 799.20 – 799.79 applicable to recreational vehicles. Tenant acknowledges that this Agreement does not create residency under Civil Code §799.31.
2. **RENT:** Tenant(s) shall pay rent, in advance without offset or reduction, in the amount of \$ \_\_\_\_\_<sup>1</sup> per month on the 1<sup>st</sup> day of each month. Notwithstanding the foregoing, any deposit paid by Tenant(s) in advance to secure the reservation shall be applied by Resort to reduce the first (1<sup>st</sup>) month's rent. Rent is considered late after the 6<sup>th</sup> day of each month (or the next business day if the 6<sup>th</sup> falls on a Saturday, Sunday or judicial holiday) (the "Last Payment Date"). For example, if the 6<sup>th</sup> calendar day of the month falls on a Saturday, then Tenant(s) would have up to and including the next business day (typically the following Monday if not a judicial holiday) to pay rent. Partial payments are not accepted. Rent may be paid by an accepted form of credit card, debit card, ACH, money order, or cashier's check made payable to Newport Dunes Resort and Marina. Resort does not accept cash payments or checks (other than cashier's checks) for rent. Payment may be mailed to: DIRECTOR OF RV OPERATIONS, Phone number: (949) 729-3863, Address, City, State, Zip 1131 BACK BAY DRIVE NEWPORT BEACH, CALIFORNIA 92660. If payment is to be made in person, the Registration Office is usually open from: 8AM to 7PM on the following days: 7 SEVEN DAYS A WEEK (except judicial holidays). Tenant(s) also must sign a credit card authorization form (in the form attached to this Agreement and incorporated by reference) for a valid credit card to be kept on file at Resort during each reservation period. Tenant(s) are required to maintain a valid credit card on file at all times during their stay. If Tenant(s) do not timely pay rent by no later than the Last Payment Date, then

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<sup>1</sup> Monthly Rent must be filled in on every Agreement.

Resort may charge Tenant(s)' credit card on file for payment. If any tendered payment is dishonored by the bank or credit card company, Resort will call or e-mail or personally deliver a written notice to Tenant(s) and request a new signed credit card authorization form with a valid credit card, and may, upon at least ten (10) days' written notice to Tenant(s), require future rent payments to be made by cashier's check (or equivalent) for a period not to exceed three (3) months after the date of notice from Resort, as provided by law.

3. **LATE FEES/NSF FEES.** A late fee may be assessed by Resort Management for late payment of rent or other amounts owed. The late fee charged shall not exceed Resort Management's reasonable estimate of the actual costs and damages to be incurred by Resort due to the late payment of rent and other charges, including, without limitation, the additional administrative, operational, and financial costs. Any late fee assessed under this Agreement is intended to be a reasonable estimate of the costs and damages incurred by Resort due to late payment and is not a penalty, in accordance with California Civil Code § 1671. At this time, Resort does not charge Tenant(s) for reimbursement of any fees charged to Resort for insufficient funds (also known as NSF fees) or chargebacks, although this policy is subject to change. If NSF fees are charged in the future, they will not exceed the actual costs incurred by Resort.
4. **RENT INCREASES:** Monthly rates are subject to change at any time, but no rent increase shall take effect less than thirty (30) days from the date of written notice to Tenant(s) of the increase. Notices of rent increases during the term of this Agreement will be provided in writing in accordance with the terms and conditions of applicable law.
5. **UTILITIES AND OTHER CHARGES:** In addition, the following utility services or other charges will be billed by Resort to Tenant(s) on a monthly basis:
  - a. ELECTRICITY METERED AT 21 CENTS PER KWH.
  - b. ADDITIONAL VEHICLE PARKING PASSES AT \$60 PER MONTH. THREE (3) VEHICLE PARKING PASSES ARE INCLUDED WITH A MONTHLY STAY.
  - c. PETS ARE \$30 PER PET PER MONTH (provided that service animals, animals in training to become service animals, and emotional support animals ("ESAs") are exempt from any pet fees).

The charges for these services are due and payable on the 1<sup>st</sup> day of each month under the same terms and conditions as the payment of rent. In the event that these charges are changed by any governmental or quasi-governmental agency, the increase or decrease for such charges shall be billed directly to Tenant(s) at the same time as they become effective. The responsibility and payment for any additional utility services not enumerated above are the obligation of Tenant(s).

**6. ONE-TIME ADDITIONAL MANDATORY FEES PER RESERVATION:**

- Tourism Fee: A mandatory, non-refundable 3% tourism fee (based on the then applicable monthly rate) charged by the Meeting Assessment Partnership to promote the City of Newport Beach Tourism.
- Transient Occupancy Tax: A mandatory City of Newport Beach transient occupancy tax paid on the fees for the first 30 nights of Tenant(s)' stay at Resort.

**7. OTHER FEES PER RESERVATION:**

- Online Reservation Fee: If a reservation is made online, a mandatory, non-refundable booking fee of \$5.00 per booking, paid at the time the reservation is made. If the reservation is made over the phone or in person, there is no booking fee.
- Site Selection Fee: A voluntary site selection fee for reserving in advance a specific RV site, campsite or cottage, subject to availability; if a reservation is cancelled at least sixty-one (61) days prior to the

reservation start date, the Site Selection Fee is fully refundable; if a reservation is cancelled within sixty (60) days of the reservation arrival date, the Site Selection Fee is non-refundable.

- OC Charities Fee: A voluntary opt-in for donations in \$5 increments to OC Charities, which is a local group that facilitates charitable donations throughout Orange County.

8. **RESORT RULES:** The Extended Stay Rules and Regulations, Resort Rules and Regulations, and the RV Standards and Policies are collectively referred to herein as the “Resort Rules”. Resort Rules, as the same may be amended from time to time, are incorporated herein by reference as though fully set forth herein. Tenant(s) agree to comply with all Resort Rules that now exist and such additional Resort Rules as may be promulgated or amended by Resort from time to time.
9. **CHANGES IN STANDARDS OF MAINTENANCE, SERVICES, EQUIPMENT OR PHYSICAL IMPROVEMENTS:** Resort’s standards of maintenance, services (including utilities), equipment and physical improvements within Resort may be changed from time to time without prior notice.
10. **RIGHT OF ENTRY:** Resort Management shall have a right of entry upon the land and RV site on which Tenant(s)’ recreational vehicle is situated for maintenance of utilities, maintenance of the site if the Tenant(s) fail to do so, and the protection of Resort, at any reasonable time. However, absent an emergency, such entry shall not be in a manner or at a time which would unreasonably interfere with Tenant(s)’ quiet enjoyment. Resort may enter a recreational vehicle without the prior consent of Tenant(s) in the case of an emergency or when Tenant(s) have abandoned their recreational vehicle.
11. **TERMINATION OF AGREEMENT BY TENANT(S):** After the reservation start date, Tenant(s) must give at least 30 days’ advance written notice if terminating this Agreement prior to the Termination Date (the “Termination Notice Period”). Tenant(s) understand that this Agreement will remain in effect and Tenant(s) will be liable to pay rent and other charges as set forth in this Agreement whether or not Tenant(s) occupy their assigned RV site or maintain a recreational vehicle at the RV site until the end of the earlier to occur of (i) the Termination Date, or (ii) the Termination Notice Period, provided in each case that Tenant(s) remove their recreational vehicle from Resort at such time. Rent must continue to be paid while the recreational vehicle is at Resort.
12. **NO SUBLETTING:** Tenant(s) shall not sublease or otherwise rent (directly or through any online platform such as Airbnb or VRBO) all or any portion of Tenant(s)’s recreational vehicle or the RV site. Tenant(s) shall not assign or encumber Tenant(s)’ interest in this Agreement or the RV site. No consent to any assignment, encumbrance, sublease or other renting by Resort’s management shall constitute a further waiver of the provisions of this paragraph. If Tenant(s) consist of more than one person, a purported assignment, voluntary, involuntary, or by operation of law, from one person to the other shall be deemed an assignment within the meaning of this paragraph.
13. **PETS:** Tenant(s) represent and warrant that Tenant(s) have the pet(s), if any, identified in their **RECREATIONAL VEHICLE (RV) EXTENDED STAY APPLICATION FOR STAYS MORE THAN THIRTY (30) DAYS AT MONTHLY RATE**. If Tenant(s) have pets, Tenant(s) agree to pay monthly pet fees of \$30 per month per pet (provided that service animals, animals in training to become service animals, and emotional support animals (“ESAs”) are not pets and are exempt from any pet fees). All Resort Rules relating to pets and any pet rules on Resort’s website are incorporated herein by reference as though fully set forth herein. Tenant(s) agree to comply with all Resort Rules relating to pets and all separate pet rules that now exist and such additional pet rules as may be promulgated or amended by Resort from time to time. Nothing in this section limits Tenant’s right to service animals (including those animals

that are in training to become service animals) or Tenant's right to request a reasonable accommodation for an emotional support animal, as supported by law.

14. **MEGAN'S LAW DISCLOSURE: NOTICE:** Pursuant to Section 290.46 of the Penal Code, information about specified registered sex offenders is made available to the public via an Internet Web site maintained by the Department of Justice at [www.meganslaw.ca.gov](http://www.meganslaw.ca.gov). Depending on an offender's criminal history, this information will include either the address at which the offender resides or the community of residence and ZIP Code in which the offender resides.
15. **OCCUPANCY RESTRICTIONS:** Occupancy of any recreational vehicle or RV site in Resort is restricted to no more than six (6) persons, subject to applicable fair housing and state occupancy standards. Tenant(s) shall not violate these restrictions.
16. **USE PROHIBITED:** Tenant(s)' recreational vehicle and RV site shall be used only for private vacation and recreational purposes and no business or commercial activity of any nature shall be conducted thereon. Tenant acknowledges that occupancy is for temporary use only, does not create a residential tenancy, and is governed by Civil Code §§ 799.20 – 799.79 applicable to recreational vehicle parks. Tenant(s) shall not violate any applicable laws while staying at Resort.
17. **WAIVER BY RESORT:** Any waiver by Resort of any breach of any term, covenant, condition, rule, or policy must be in writing; the failure of Resort to take action in response to any breach or violation shall not be deemed a waiver of such term, covenant, condition, rule, or policy; no specific written waiver shall be construed as a waiver of any subsequent breach or violation. The acceptance by Resort of rent or any other payment, with knowledge of a prior breach of this Agreement or violation of Resort Rules or Regulations, shall not be deemed a waiver of such breach or violation, nor shall it impair or prejudice any rights or remedies of Resort under this Agreement or applicable law.
18. **VIOLATIONS.** Failure to timely pay rent or other charges and/or failure to comply with Resort's Rules may be grounds for eviction and forfeiture of this Agreement (pursuant to applicable laws, including California Civil Code §§799.65 or 799.66 and California Code of Civil Procedure §§1161, et seq.), cancellation of any existing future reservations, and being placed on a "Do Not Reserve" list prohibiting future reservations at Resort and commonly managed resorts. The remedies herein provided are not exclusive, and Resort may pursue any one or more of such remedies or any other remedies provided by law.
19. **RELEASE/INDEMNITY.** All Tenant(s) and Tenant(s)' guests using any part of Resort, including, without limitation, its recreational facilities, assume all risks and responsibility for any injury, loss, or damage to persons or property arising from such use, and release, indemnify, and hold harmless Resort and its, direct and indirect, owners, partners, members, shareholders, trustees, managers, directors, officers, employees, licensees, concessionaires, property managers (including Terra Vista Management, Inc.), representatives, agents, subsidiaries, affiliates, lenders, sublessor(s) and sublessor(s)' lessor(s) (collectively, "Affiliated Parties") from any and all losses, damages, costs, and liability of any kind (including any attorneys' fees) arising from or connected to their stay at or use of Resort (or its facilities or amenities) or this Agreement, except to the extent caused solely by the gross negligence or willful misconduct of Resort or its Affiliated Parties. Recreational facilities are for use by registered Camper(s) and their accompanied guests only, and Resort is not responsible for loss, theft, or damage to personal property left unattended anywhere on the premises. Tenant(s) and Tenant(s)' guests each further acknowledges and agrees to waive the protections of California Civil Code Section 1542, which provides: "A general release does not extend to claims that the creditor or releasing party does not know or suspect to exist in their favor at the time of executing the release and that, if known by them, would have materially affected their settlement with the debtor or released party."

By this waiver, Tenant(s) and Tenant(s)' guests expressly release any and all known and unknown claims arising from their use of Resort or its facilities.

20. **NOTICES:** Tenant(s) must make sure that their respective email addresses, mobile phone numbers, and permanent addresses on file at Resort are accurate and current. Delivery to Tenant(s) of any courtesy notice or notice of violation via e-mail and/or text (except as otherwise required by law for defaulting Tenant(s)) will be deemed effective upon transmission, regardless of whether Tenant(s) actually receive or read the notice. Upon receiving a courtesy notice or notice of violation for violating any Resort Rules, Tenant(s) must cease or cure the violation immediately and respond to the Registration Office verifying Tenant(s)' cure within 24 hours. Notwithstanding the foregoing, any notice required by law in connection with termination of tenancy, default, or removal of a recreational vehicle shall be served in accordance with California Civil Code § 799.65 and other applicable statutory requirements.
21. **ARBITRATION:** Except as specifically provided below, any dispute, claim, or controversy arising out of or relating to this Agreement, Resort, Resort Rules, or the relationship between the parties, including the validity, interpretation, enforcement, or breach of this Agreement, shall be resolved exclusively through final and binding arbitration administered in Orange County, California, by JAMS in accordance with its Streamlined Arbitration Rules and Procedures then in effect. The arbitration shall be conducted by a single neutral arbitrator. Judgment on the arbitrator's award may be entered in any court having jurisdiction. Notwithstanding the foregoing, Resort shall retain the right, in its sole and absolute discretion, to initiate and pursue an unlawful detainer (eviction) action or other proceeding for possession of the premises in a court of competent jurisdiction located in Orange County, California, and to seek enforcement of any arbitration award, judgment, or order in court. The parties agree that any arbitration proceeding shall not limit or delay Resort's ability to enforce its rights to possession under applicable unlawful detainer laws. Nothing in this section waives either party's right to pursue claims in small claims court where jurisdiction exists or to seek immediate injunctive relief as permitted by law or other equitable relief where appropriate.
22. **ATTORNEYS' FEES AND COSTS:** In any action, proceeding, or arbitration arising out of or relating to this Agreement, the prevailing party shall be entitled to recover its reasonable attorneys' fees and costs incurred in connection with such action, proceeding, or arbitration. For purposes of this provision, "prevailing party" shall include, without limitation, a party who obtains a dismissal or other relief, whether voluntary or involuntary, substantially in its favor. This provision is intended to be fully reciprocal.
23. **APPLICABLE LAW/INTERPRETATION/SEVERABILITY:** This Agreement shall be governed by and construed in accordance with the laws of the State of California, without regard to its conflict of laws principles. Each provision of this Agreement is separate, distinct, and individually enforceable. In the event any provision is declared to be unlawful or unenforceable, it should be severed, and the validity of all other provisions shall not be affected.
24. **EFFECT ON THIS AGREEMENT:** Tenant(s) agree that this Agreement (together with Resort Rules as the same may be amended from time to time) contain the entire Agreement between the parties regarding the rental of the RV site listed hereinabove within Resort and supersedes all prior negotiations or stipulations and prior written agreements of the parties.
25. **SUCCESSORS AND ASSIGNS:** This Agreement and each and all of its terms, provisions, covenants, conditions, rights and obligations shall be binding upon and inure to the benefit of the parties hereto and their respective successors, assigns, heirs, executors, and administrators.

26. **ALTERATION OF THIS AGREEMENT:** This Agreement may be altered only by written agreement signed by both parties. Notwithstanding the foregoing to the contrary, monthly rates are subject to change at any time without a written agreement signed by both parties, provided that no rent increase shall take effect less than thirty (30) days from the date of written notice to Tenant(s) of the increase. If this Agreement is later deemed to violate any lease or sublease to which Resort is bound, then it shall be immediately terminated without further recourse by Tenant(s) to Resort other than the return of any prepaid rent.

27. **ACKNOWLEDGMENT:** Tenant(s) acknowledge that Tenant(s) have received a copy of, have read, and understand this Agreement and Resort Rules. Tenant(s) understand that by executing this Agreement, Tenant(s) will be bound by the terms and conditions of this Agreement and Resort Rules.

**SIGNATURES & DATES:**

Tenant \_\_\_\_\_ Date \_\_\_\_\_

Tenant \_\_\_\_\_ Date \_\_\_\_\_

RESORT : NEWPORT DUNES RESORT AND MARINA

By: Terra Vista Management, Inc., its Property Manager

By : \_\_\_\_\_ Date \_\_\_\_\_

Its: Authorized Signatory



RV Site # \_\_\_\_\_

Reservation # \_\_\_\_\_

## **Newport Dunes Resort and Marina**

### **Extended Stay Recurring Payment Credit Card Authorization Form**

By signing this form: I, \_\_\_\_\_, give Newport Dunes Resort and Marina (the "Resort"), Resort's manager, Terra Vista Management, Inc. ("Manager"), and Manager's employees and agents, permission to charge my credit card identified below ("Credit Card") on a recurring basis for amounts due under my Agreement with Resort, including, without limitation, for rent (and any additional charges for utilities, extra vehicles, pets, etc.) owed each month during my extended stay, unless paid by me by another allowable method by the 6<sup>th</sup> calendar day of a month (or the next business day if the 6<sup>th</sup> calendar day of a month falls on a weekend or judicial holiday). I acknowledge that I am required to maintain a valid credit card on file at all times during my stay.

I further acknowledge that I am responsible for any costs of repairs for damages to Resort's property caused by me, anyone in my party, or my guests or invitees, and I agree to provide payment for these damages in accordance with applicable law. I hereby authorize Resort, Manager and Manager's employees and agents to charge my credit card for any damages so incurred during my stay. No such charge will be processed without prior written notice to me describing the nature and amount of the charge, and providing me with a reasonable opportunity, not less than five (5) days, to review and dispute the charge before it is processed.

I hereby authorize Resort, Manager and Manager's employees and agents, to keep my signature and Credit Card on file to pay for all the aforementioned charges when due. This Recurring Payment Credit Card Authorization Form shall remain in full force and effect until the end of my reservation and payment of all amounts owed by me in connection with my reservation.

I guarantee and warrant that I am the legal cardholder for the Credit Card, and I am legally authorized to enter into this Extended Stay Recurring Payment Credit Card Authorization Form. I acknowledge that I have read and agree to the terms of Resort's Privacy Policy, available at <https://www.newportdunes.com/privacy-policy/>.

Signature: \_\_\_\_\_

Print Name: \_\_\_\_\_

Date: \_\_\_\_\_

Last four digits of credit card to be used: \_\_\_\_\_



## EXTENDED STAY RULES AND REGULATIONS

Upon signing the Recreational Vehicle (RV) Extended Stay Month-to-Month Rental Agreement, Tenant(s) automatically acknowledge receipt of, and agree to abide by, these Extended Stay Rules and Regulations, as the same may be amended from time to time. As used herein, "Tenant(s)' guests" means any individuals who enter, occupy, or use Resort premises in connection with Tenant(s)' reservation or stay, whether or not such individuals are staying overnight, including, but not limited to, members of Tenant(s)' family, any other persons sharing Tenant(s)' RV site, or Tenant(s)' companions, associates, invitees, agents or permittees. All Tenant(s)' guests shall be deemed to be under the direct responsibility and control of Tenant(s) for purposes of compliance with these Extended Stay Rules and Regulations and liability for damages or personal injury. Resort Management reserves all rights to amend, revise, and add to these Extended Stay Rules and Regulations at any time, with any such changes becoming effective upon publication on Resort's website. Determinations made by Resort Management in enforcing or interpreting these Extended Stay Rules and Regulations are to be made in the sole and absolute discretion of Resort Management. Thank you for your cooperation.

1. **RV Monthly Rates:** Monthly rates for Tenant(s) staying more than thirty (30) consecutive nights are offered for RV sites only. Rates are based on one RV and one vehicle per RV site, with no more than six (6) occupants at the RV site (all of whom must have been listed on Tenant(s)' Application). Monthly rates must be paid in full, in advance. Any stay of less than 30 nights (or 30-night segments) will be automatically converted to a nightly rate and also must be paid in advance. Monthly rates are offered in Resort's Deluxe and Standard RV sections only. Beachfront RV sites do not qualify for a monthly rate. Tent camping and cottages do not qualify for a monthly rate. Occupancy under these Extended Stay Rules is for temporary recreational use only and does not create a residential tenancy under the Mobilehome Residency Law (Civil Code §§ 798, et seq.).

**INITIAL:** \_\_\_\_\_

2. **No Subleasing:** Subleasing your monthly reservation or posting your RV on Airbnb or similar short term rental sites while in Resort is prohibited.

**INITIAL:** \_\_\_\_\_

3. **Maximum Reservation Periods:** Extended Stay Tenant(s) will be able to remain in the same RV site for a maximum of six (6) consecutive thirty (30)-night periods. In no event, and under no circumstances, shall any Tenant(s) stay at Resort long enough to be classified as a "Resident" under the Recreational Vehicle Resort Occupancy Law, Chapter 2.6 of the California Civil Code, which defines a "Resident" as a tenant who has lawfully occupied a lot in a recreational vehicle park for nine months or more. Nothing in this section shall be construed to create a tenancy under the Mobilehome Residency Law (Civil Code §§ 798 et seq.).

**INITIAL:** \_\_\_\_\_

4. **Vacating Resort/Future Reservations:** After the maximum length stay of six (6) consecutive thirty (30)-night periods, Tenant(s), their guests, their pets, and their RV and other vehicles must vacate Resort for at least seven nights ("Week Out"). All personal property of Tenant(s) must be removed from Resort during their Week Out. Any personal property left at Resort during their Week Out (other than boats separately moored at the marina pursuant to a separate, valid contract) will be disposed of. Resort does not allow

Tenant(s) or their guests to store their RVs or vehicles in parking lots at Resort during their Week Out. After their Week Out, Tenant(s) may again qualify for another stay of up to six (6) consecutive thirty (30)-night periods, subject to new reservation documentation, including new tenant screening, and Resort Management approval. Resort's reservation system does not automatically renew reservations past the departure date. It is the responsibility of Tenant(s) to make all desired future reservations. Resort must be notified at least thirty (30) days prior to any change in a reservation or early departures. Nothing in this section shall be construed to create a tenancy under the Mobilehome Residency Law (Civil Code §§ 798 et seq.).

**INITIAL:** \_\_\_\_\_

5. **RVs:** "RV" has the meaning given in the RV Standards and Policies.

**INITIAL:** \_\_\_\_\_

6. **Mail:** Resort's address cannot be used as Tenant(s)' permanent address. Resort Management will send back any checks or drivers licenses, with Resort's address, which are received through the mail. Resort will accept mail for monthly Tenant(s). Mail and any permitted packages must be picked up within 48 hours of delivery at the Registration Office during normal business hours. Any failure to timely pick up packages may result in Resort directing mail and packages be returned to sender. Any packages that are deemed abandoned will be placed in lost and found and will be subject to the rules that govern lost and found item. However, deliveries of furniture, tires, fresh produce/food, appliances, car parts, and large boxes will not be accepted. Resort is not liable for lost or damaged mail or packages. Receipt of mail at Resort does not constitute establishment of residency or tenancy.

**INITIAL:** \_\_\_\_\_

7. **Parking:** See Resort Rules and Regulations for more information on parking. The Registration Office at Resort provides 2-hour parking validation for cars of family and friends visiting Tenant(s) during their extended stay; provided that no validation is available for guests' RVs at any time, and no parking validation is available for vehicles of any sort on the 4th of July. Resort reserves the right to change parking rates for its parking lots at any time without notice.

**INITIAL:** \_\_\_\_\_

8. **Resort Rules:** These Extended Stay Rules and Regulations are subject to change from time to time without prior notice, with any such changes becoming effective upon publication on Resort's website. These Extended Stay Rules and Regulations apply to anyone who stays more than 30 consecutive days, whether they qualify for a monthly rate or not. Resort Rules and Regulations and the RV Standards and Policies attached hereto are incorporated herein by this reference and are subject to change from time to time without prior notice, with any such changes becoming effective upon publication on Resort's website. The Extended Stay Rules and Regulations, Resort Rules and Regulations, and the RV Standards and Policies may be referred to herein collectively as "Resort Rules". Tenant(s) and Tenant(s)' guests must comply with all Resort Rules.

**INITIAL:** \_\_\_\_\_

9. **Violations:** The first 30 nights of Tenant(s)' stay is a probational period. Failure to pay in advance for occupancy and/or failure to comply with Resort's Rules may be grounds for an increase in your rate of stay, or eviction and termination of occupancy (pursuant to California Civil Code §§ 799.65 or 799.66 or California Code of Civil Procedure §§ 1161, et seq.) with a cancellation of any existing future reservations and no future admittance at Resort and commonly managed resorts. The remedies herein provided are not exclusive, and Resort may pursue any one or more of such remedies or any other remedies provided by law.

**INITIAL:** \_\_\_\_\_

**Privacy Policy:** Resort's privacy policy is available on its website at <https://www.newportdunes.com/privacy-policy/>. Direct any inquires on personal information to [privacy@terrav.com](mailto:privacy@terrav.com).  
**INITIAL:** \_\_\_\_\_

RESORT AND ITS PROPERTY MANAGER DO BUSINESS IN ACCORDANCE WITH THE FAIR HOUSING LAWS OF THE UNITED STATES, THE STATE OF CALIFORNIA AND APPLICABLE LOCAL LAWS AND REGULATIONS. AS SUCH, THEY DO NOT DISCRIMINATE AGAINST ANY PERSON BECAUSE OF AGE, RACE, COLOR, RELIGION, SEX, GENDER, GENDER IDENTITY, GENDER EXPRESSION, SEXUAL ORIENTATION, MARITAL STATUS, FAMILIAL STATUS, MILITARY OR VETERAN STATUS, NATIONAL ORIGIN (INCLUDING LANGUAGE USE RESTRICTIONS), ANCESTRY, DISABILITY (MENTAL AND PHYSICAL, INCLUDING HIV/AIDS, CANCER, AND GENETIC CHARACTERISTICS) GENETIC INFORMATION, IMMIGRATION STATUS, HAIR TEXTURE OR HAIRSTYLES, PRIMARY LANGUAGE, SOURCE OF INCOME OR CITIZENSHIP OR ANY OTHER LEGAL PROTECTED CLASSIFICATION.



## RESORT RULES & REGULATIONS

Please help us to ensure that your stay is safe and comfortable by complying with the following Resort Rules & Regulations. Upon signing a registration card or extended stay rental agreement, you, as Camper(s), and your guests, as Camper(s)' guests, automatically acknowledge receipt of and agree to abide by these Resort Rules & Regulations, as the same may be amended from time to time. As used herein, "Camper(s)' guests" means any individuals who enter, occupy, or use Resort premises in connection with Camper(s)' reservation or stay, whether or not such individuals are staying overnight, including, but not limited to, members of Camper(s)' family, any other persons sharing Camper(s)' RV site, tent campsite, or cottage, or a Camper(s)' companions, associates, invitees, agents, licensees, or permittees. All Camper(s)' guests shall be deemed to be under the direct responsibility and control of Camper(s) for the purposes of compliance with these Resort Rules & Regulations and liability for damages or personal injury. Resort Management reserves all rights to amend, revise, and add to these Resort Rules & Regulations at any time, with any such changes to become effective upon publication on Resort's website. Determinations made by Resort Management in enforcing or interpreting these Resort Rules & Regulations are to be made in the sole and absolute discretion of Resort Management. Thank you for your cooperation.

1. **RECREATIONAL FACILITIES TO BE USED AT OWN RISK:** All Camper(s) and Camper(s)' guests who enter or use any part of the Newport Dunes Waterfront Resort and Marina owned by Newport Dunes Resort and Marina ("Resort"), including any recreational facilities or amenities such as water slides, watercraft, swimming pools, jacuzzies/spas, the dog run, the gym, firepits and fire rings, the beach, bike paths, and golf cart or other rentals, are subject to the following terms:

By entering or using any portion of Resort, including any recreational facilities or amenities, all Camper(s) and Camper(s)' guests (i) agree to take full personal responsibility, and assume any and all liability, for any injuries, accidents, or property damage that may occur while they are present at Resort or using any of Resort's facilities, whether those injuries or damages affect themselves, their guests, or their belongings, and (ii) agree to release, indemnify, and hold harmless Resort and its, direct and indirect, owners, partners, members, shareholders, trustees, managers, directors, officers, employees, licensees, concessionaires, property managers (including Terra Vista Management, Inc.), representatives, agents, subsidiaries, affiliates, lenders, sublessor(s) and sublessor(s)' lessor(s) (collectively, "Affiliated Parties"), from any and all claims, demands, and liability of any kind (including attorneys' fees) arising from or connected to their stay at or use of Resort or its facilities or amenities, except to the extent caused solely by the gross negligence or willful misconduct of Resort or any Affiliated Parties. Resort's recreational facilities are provided for use by registered Camper(s) and accompanied Camper(s)' guests. Camper(s) acknowledge and assume their respective sole culpability while they or their Guest(s) are driving any vehicle or riding any wheeled transport on Resort property, and acknowledge and promise to follow, and cause their Guest(s) to follow, any applicable traffic laws of the State of California and any applicable local rules and ordinances. Hours for the recreational facilities and additional rules and regulations governing the use of the recreational facilities are posted in and about the facilities and are incorporated into these Resort Rules & Regulations by reference. Recreational facilities and swimming pool rules may be changed or revised at any time and are effective upon posting. Resort shall not be

responsible for loss, theft, or damage of personal property left unattended anywhere on Resort grounds, including in and around its recreational facilities. Each Camper and Camper's guest understands and expressly agrees that this release includes a waiver of rights under California Civil Code Section 1542, which states as follows:

**"A general release does not extend to claims that the creditor or releasing party does not know or suspect to exist in their favor at the time of executing the release, and that, if known by them, would have materially affected their settlement with the debtor or released party."**

**Each Camper, on behalf of itself and its guests, knowingly and voluntarily waive any and all rights or benefits conferred by Section 1542 and any similar law of any state, and agrees that this release applies to all known and unknown, foreseen and unforeseen, injuries, damages, or losses related to use of Resort or its facilities.**

2. **RECREATIONAL VEHICLES ("RVs"):** All incoming RVs must be pre-approved by Resort Management and meet the requirements set out in Resort's RV Standards and Policies, which are incorporated herein by this reference. Any non-complying RVs will not be admitted into Resort's property or its RV campsites.
3. **SITE LOCATION:** Specific RV sites, tent campsites and cottages are not guaranteed. Camper(s) can reserve an RV site, tent campsite, or cottage, if it is available, and if Camper(s) pay a site selection fee at the time the reservation is made. For a reservation stay that is less than 30 nights, the site selection fee is \$50. For a reservation stay that is for more than 30 nights but not more than 31 nights, the site selection fee is \$100. For a reservation stay that is more than 31 nights but not more than 60 nights, the site selection fee is \$200. For a reservation stay that is greater than 60 nights, the site selection fee is \$300. The site selection fee is a stand-alone fee and is not applied towards rent. If a reservation is cancelled at least sixty-one (61) days prior to the reservation start date, the site selection fee is fully refundable. If a reservation is cancelled within sixty (60) days of the reservation start date, the site selection fee is non-refundable.
4. **RIGHT TO REQUIRE CAMPER(S) TO MOVE FROM CAMPSITE WHEN IMMINENT DANGER IS PRESENT:** Resort may require Camper(s) and Camper(s)' guests to move from one campsite to another campsite within Resort's property if an imminent danger is present as determined by security or Resort Management as provided in California Civil Code §1867.
5. **OCCUPANCY:** The maximum occupancy is 6 persons per RV site and per cottage, subject to applicable fair housing and state occupancy standards. The maximum occupancy for tent campsites is 6 persons subject to applicable fair housing and state occupancy standards, and no more than 2 tent(s) may be placed on any tent campsite. Parties or large gatherings are not permitted at RV sites, tent campsites, or inside or in front of cottages. Please be courteous to your neighbors. RV Resort guests are allowed to use Pergolas #1-5 for parties or gatherings at no extra charge subject to availability on a first come, first served basis. Maximum occupancy for each beach pergola is 20 people. For any party larger than 20 people, Camper(s) must rent a pavilion or banquet room for a separate fee. For more information and rates please call our Sales and Catering Office at (949) 729-3800.
6. **CHECK-IN TIME: 2:00 P.M. FOR RV SITES; 2:00 P.M. FOR TENT CAMPSITES , and 4:00 P.M. FOR COTTAGES.** For RV sites and tent campsites, if you arrive after office hours for the Registration Office but before 10 p.m., the front gate will permit you to proceed to your reserved site but you must check in at the Registration Office before 11 a.m. the following morning. If you arrive after 10 p.m., which begins our quiet hours: (i) if you have an RV, you will be instructed to dry camp in our Day use parking lot until 8:00

a.m. the following morning, following which you should proceed to register at the Registration Office; (ii) if you are registered for a tent campsite, you may overnight in your car until 8:00 a.m. the following morning, following which you should proceed to register at the Registration Office; and (iii) if you are registered for a cottage, the front gate will have your key and will permit you to proceed to your reserved cottage but you must observe our quiet hours and check in at the Registration Office before 11 a.m. the following morning.

7. **DISCOUNT VOUCHERS:** Discount vouchers may be accepted only if disclosed and accepted at the time of making the reservation and if presented in hard copy at time of check-in at the Registration Office.
8. **CHECKOUT TIME: 12:00 P.M. FOR RV SITES, TENT CAMPSITES, AND COTTAGES.** Late checkout may be available upon request, subject to other incoming reservations, until 4 p.m. in your RV site. Late checkout is not available for cottages or tent campsites. Any late checkout must be arranged through the Registration Office. You will be issued a new parking pass for late checkout. Any RV not checked out by 12:00 noon without prior arrangements will be subject to charges for an additional night and may still be required to vacate the RV Site for another reservation. No refunds for early departures.
9. **QUIET HOURS:** Quiet hours are from 10 p.m. – 8 a.m. Sunday through Thursdays, and 11 p.m. – 8 a.m. on Fridays and Saturdays. Please turn off TVs and music, and lower voices to a whisper to allow your neighbors a good night's rest. Generators are not allowed. Please be courteous to other guests around you. Inconsiderate Camper(s) and/or Camper(s)' guests will be asked to leave. Due to quiet hour restrictions, check-ins after commencement of quiet hours will be directed to the main parking lot until 8 a.m. the next morning, with no credit or adjustment in the rental amount owed.
10. **COURTESY:** Resort staff are proud to provide our patrons with the best possible courteous and respectful service. Profanity or violence towards our staff will not be tolerated. We reserve the right to refuse service to anyone.
11. **SOUND/MUSIC:** Any outdoor amplified sound requires a city permit and must be prearranged and approved by Resort Management for a fee. Any music language or broadcasted program that is played out loud and can be heard by others at Resort must be clean and "radio friendly" at all times. Personal and electronic sound devices and portable speakers (including, but not limited to, smartphones, blue tooth speakers, tablets, portable radios, televisions, audio equipment, musical instruments, record players, CD Players, MP3 players, and boom boxes) must be kept at reasonable and respectful volumes at RV Sites, campsites and cottages, so as to not interfere with the enjoyment of Resort by neighbors or others. Music inside moving motor vehicles should be enjoyed with the windows closed and at volumes that cannot be heard outside such vehicles. Please use headphones or earbuds to enjoy music when driving golf carts, walking, biking, skateboarding, or otherwise moving around or through other campers' RV sites, campsites, or cottages and/or shared or public areas of Resort (including all recreational areas). Inconsiderate Camper(s) and/or Camper(s)' guests may be asked to leave Resort and risk having their reservations cancelled and prepaid fees forfeited. "Ham" or "CB" radios or other radio transmitters may not be operated in Resort.
12. **SECURITY:** Security guards are here to provide assistance. They patrol 24-hours a day by bicycle, by golf cart, and on foot. Security may be reached by calling (949) 999-3151 or by contacting the gatehouse at the Main Entrance. Security guards are vested with the right and authority to enforce all Resort Rules & Regulations on behalf of Resort. AT ALL TIMES, CAMPER(S) ARE RESPONSIBLE FOR THEIR OWN (AND THEIR GUEST(S)') PROPERTY AND SAFETY. Resort is not responsible for lost, stolen, or damaged articles. Keep your valuables locked up. Please report any problems with your RV site, tenant campsite or cottage to the Registration Office and a security guard immediately. If at any time a Camper (a

guest or anyone in Camper's party) feels threatened or in danger, Camper (or such person) should immediately **call 911**, and then notify a security guard. At all times, security guards must be treated with dignity and respect by Camper(s) and Camper(s)' guests. For efficiency, all complaints (except in an urgent situation) should be in writing and signed by the person making the complaint and dropped off at the Registration Office during posted business hours or, if after posted business hours, with a Security guard or at the gatehouse at the Main Entrance. Resort complies with and requires all Camper(s) and Camper(s)' guests to comply with all applicable laws on Resort property. **RESORT IS NOT A SECURE FACILITY. RESORT'S SECURITY GUARDS ARE NOT THE POLICE. RESORT IS NOT RESPONSIBLE FOR THE SAFETY OF YOUR PROPERTY! PROTECT YOURSELF, YOUR GUESTS AND ALL YOUR VALUABLES AT ALL TIMES. IN CASE OF EMERGENCY, CALL 911, AND THEN REPORT THE EMERGENCY TO RESORT SECURITY.**

13. **PLEASE LOCK YOUR VALUABLES AND BIKES!** Unattended bikes (including e-bikes) should be locked at all times to a fixed, immovable object such as a bike rack. Simply locking the bike itself is not sufficient. Keys should not be left in vehicles or in golf carts. Coolers, refrigerators, cabinets etc., containing alcoholic beverages or other regulated substances or medications should be supervised by an adult and locked when not in use. Protect your valuables. Lock unattended camping equipment in your vehicle whenever possible. Resort is not responsible for any supplies or equipment lost, stolen or left unattended on Resort property.
14. **SURVEILLANCE WARNING:** Security cameras recordings are in use in public / common areas of Resort (except bathrooms). This may include, for example and not by way of limitation, the security gate, the market, Back Bay Bistro, Moe B's, the Registration Desk, storage areas, the Marina, the maintenance building, the Administration office, the swimming pool and spa area, the RV sites and Resort fences/boundaries. These cameras may collect visual information (e.g., video footage) that could be considered personal information under California law. Please note: surveillance footage is used solely for property management, safety monitoring, and incident review. Cameras are not actively monitored at all times and do not constitute a security service. Surveillance recordings are not sold or shared with third parties for marketing or advertising purposes. Footage may be shared with law enforcement, insurance providers, Camper(s) and third parties for in connection with the investigation of incidents, claims, crimes, and/or legal proceedings. These cameras are not a substitute for personal vigilance or security. Resort Management does not guarantee the prevention or deterrence of criminal activity and is not responsible for loss, theft, or damage to personal property.
15. **RESORT AFTER DARK:** For your safety, security, and comfort, please carry and use a flashlight after dark, and please return to your RV site, cottage, or campsite by quiet hours. **ALWAYS CARRY AND USE A FLASHLIGHT AFTER DARK!**
16. **ACCESSORY EQUIPMENT, APPLIANCES AND STRUCTURES:** Storage sheds, storage bins, and electrical appliances are not allowed outside of an RV, tent, or cottage. This includes, but is not limited to, washers and dryers, refrigerators (other than small cube refrigerators), freezers, water heaters, hot plates, cooktops, ranges and ovens, and microwaves. No indoor carpet is permitted outside. All personal property must remain within your RV site, campsite, or cottage and there shall be no encroaching on any adjacent RV sites, campsites, or cottages. No tarps, pieces of plastic, fabric, or cloth are to be used to cover your RV or to create a structure or other enclosure. The above list is not meant to be exhaustive, but rather demonstrative, of the types of items prohibited. Unsightly campsites will not be tolerated. We work hard to maintain a beautiful environment; please help us keep it that way.

17. **TENTS:** Campers that do not have an RV and only have a tent may not camp in an RV site. Subject to availability and at the established rates for tent camping per night, tent campers may camp only in a tent campsite. Campers with an RV in an RV site also may have up to one (1) tent at their RV site. Campers in cottages may not put up tents in front of, or around, the cottages. For Campers in tent campsites, the total maximum stay is 14 consecutive nights in any three (3)-month period. Tents must be freestanding and secured firmly to the ground. Tarps may not be used as tents. Pop-up style tent trailers, and tents mounted to the top of vehicles and trucks, are allowed in the small RV Sites only (as reflected in your reservation).
18. **COTTAGES:** For Camper(s) in cottages, the total maximum stay is 14 consecutive nights in any three (3)-month period. A two (2)-night minimum is required during summer months and winter weekends. Camper(s) must be 21 or older to reserve a cottage. The maximum occupancy per cottage (including adults and children) is 6 persons at any given time. Over-occupancy may result in termination of occupancy and applicable charges. Smoking or vaping is strictly prohibited inside the cottages. A \$750 cleaning fee or restoration fee will be assessed for each violation involving smoking or vaping inside a cottage. No candles, incense, or other open flames are permitted inside the cottages. Do not move furniture or remove any items from the cottages. The use of adhesives, nails, screws, or other hardware on walls, ceilings, or furnishings of a cottage is prohibited. Unauthorized modifications or alterations to a cottage may result in immediate eviction and additional charges. Camper(s) and Camper(s)' guests are responsible for maintaining cleanliness during their stay. Excessive cleaning will result in extra charges. No pets (other than service animals, animals in training to become service animals or emotional support animals approved as a reasonable accommodation) are permitted in cottages. Trash and recycling must be placed in designated bins. Tampering with safety equipment like smoke detectors and fire extinguishers is prohibited. No parties or large gatherings are allowed inside or in the immediate area outside a cottage. No parking is allowed on the grass areas surrounding the cottages. BBQs/smokers can be used outside the cottages if elevated above ground-level and not placed under the covered porches. No tents may be set up in front of, or around, the cottages. Camper(s) and Guest(s) must adhere to all posted rules within the cottage, including any special check-out instructions. Camper(s) shall be responsible for any and all damage (beyond normal wear and tear) to the cottage, furnishings, appliances, or surrounding grass areas caused by themselves, their Guest(s), or their service animals, animals in training to be service animals or approved emotional support animals. Each cottage will be inspected upon checkout. Any damages, missing items, or excessive cleaning required beyond standard housekeeping will be charged to the Camper(s), and Resort may charge the Camper(s) credit card on file in accordance with applicable law.
19. **WHEELED-TRANSPORT POLICY (GOLF CARTS, BIKES, E-BIKES, ROLLERBLADES, SKATES, SKATEBOARDS, ETC.):** Driving or riding anything with wheels ("Wheeled Transport") is at the rider's sole risk and responsibility and must be done in a safe and responsible manner in compliance with all applicable laws. Camper(s) are responsible for the actions of Camper(s)' guests. Courtesy and awareness are required at all times. Wheeled and other mobility devices used by persons with disabilities, as defined under the American Disabilities Act ("ADA") and related state laws, are not considered "Wheeled Transport" under this policy. Pedal assist bikes are allowed only if they do not exceed 30 mph.

**GOLF CARTS AND OTHER RECREATIONAL VEHICLES:** All golf carts and other recreational vehicles must be registered with Resort at the Registration Office and must display a valid operations pass. Golf carts must be QUIET, have a manufacturer's identification tag affixed, and cannot be operated at night without headlights. Gas-powered golf carts or other gas-powered recreational vehicles cannot be operated during Quiet Hours.

**PROHIBITED:** Notwithstanding the foregoing, the following Wheeled Transport are NOT PERMITTED to be operated anywhere within Resort property:

- WHEELED TRANSPORT IF NOT REGISTERED FOR USE ON PUBLIC STREETS WITH A DEPARTMENT OF MOTOR VEHICLES (“DMV”) WITHIN THE UNITED STATES:
- E-BIKES WITHOUT PEDALS THAT ARE THROTTLE CONTROLLED (FOR EXAMPLE, SURRONS AND SEGWAYS)
- OFF ROAD BIKES (LICENSED OR UNLICENSED, ELECTRIC OR GAS-POWERED, IF NOT APPROVED BY A STATE DMV FOR USE ON PUBLIC STREETS)
- RHINOS, POLARIS, RANGERS, OR ANY SIMILAR ATV/UTV TYPE VEHICLES (LICENSED OR UNLICENSED, ELECTRIC OR GAS-POWERED)
- GAS-POWERED GO-PEDS, SCOOTERS, BICYCLES OR SKATEBOARDS
- GAS-POWERED REMOTE-CONTROL TOYS, CARS OR TRUCKS.

**STAY ON ROADS AND OFF SIDEWALKS:** All Wheeled Transport can be ridden on asphalt roads ONLY and not on sidewalks, walkways, or curbs. The only exception is the beach promenade which allows bikes and skates ONLY and NO SKATEBOARDS.

**STAY OUT OF BUILDINGS AND RECREATIONAL AREAS:** All Wheeled Transport are prohibited in buildings and recreational facilities, including, without limitation, the pool area.

**OBEY TRAFFIC LAWS AND NO SPEEDING:** All Wheeled Transport must adhere to all traffic laws. All Wheeled Transport must observe the 5 M.P.H. speed limit, except on the beach promenade, which may only be accessed by bikes and skates at a speed limit of no more than 3 M.P.H. Failure to comply with posted speed limits may result in immediate suspension of Wheeled Transport privileges.

**NO TRICK RIDING:** Exhibitionist maneuvers, tricks, and other techniques (i.e., wheelies, riding against curbs, “railing,” etc.) are prohibited.

**WEAR PROTECTIVE GEAR:** Resort recommends wearing appropriate protective gear such as helmets, wrist pads, and kneepads. Any nighttime bike riding or skating requires a forward projecting light and rear reflectors. All guests operating Wheeled Transport must abide by all applicable laws and regulations.

Riders who do not comply with this policy may be asked to park (or stow) their Wheeled Transport and to not drive or use Wheeled Transport on Resort property for the duration of their stay. In addition, as is the case with any failure to comply with the Rules and Regulations, such failure may be grounds for an increase in your rate of stay or eviction without refund and termination of occupancy in accordance with applicable law (pursuant to California Civil Code Section 799.65 or 799.66 California Code of Civil Procedure Sections 1161 et seq.) with a cancellation of any existing future reservations and no future admittance at Resort and commonly managed resorts.

Use of Wheeled Transport is at the rider’s sole risk, and Resort is not liable for injuries or property damage resulting from such use except as required by law.

- 20. CAMPER(S)' PARKING:** Each RV site includes up to two (2) free parking passes: one for the RV and one (1) for additional vehicles. Each cottage or tent campsite includes one (1) free parking pass for one vehicle. Additional vehicles are allowed based on availability of additional parking. The rate per extra vehicle for transient Camper(s) (30 days or less) is \$30 per day; the rate per extra vehicle for extended stay Camper(s) is \$60 per month. All extra vehicles must be registered at the Registration Office. Parking passes are for registered Camper(s) only and are non-transferable. Passes must be visibly displayed at all times on the dashboard or rearview mirror. Vehicles must be parked only in your assigned site or designated parking area. Parking in empty RV sites is strictly prohibited. Lost parking passes must be replaced at the Camper(s)' expense. Vehicles without a valid, unexpired parking pass, and vehicles parked in unauthorized areas, are subject to tow at the owner's expense. Vehicles blocking RV sites or parked over 24 hours without an overnight parking pass may be towed or charged the nightly site rate, at Resort Management's sole and absolute discretion. For towed vehicles contact: Local Law Enforcement Agency: Newport Beach Police Department 949-644-3742. Vehicles may be towed in accordance with Vehicle Code § 22658.
- 21. VISITOR PARKING:** Camper(s)' guests can purchase full day parking passes at the Registration Office. Passes are not transferable between different cars or guests. If a guest loses their parking pass, the guest must pay a lost parking pass fee regardless of how much time the guest was parked in the parking lot. Parking rates for visitors that are not guest(s) of Campers are set forth at the front gate. Parking on the 4th of July for any period of time and for guests of Camper(s) and visitors that are not guests of Campers is at a fixed rate set each year by Resort. Contact the front gate or Registration Office for current fees. All parking fees are subject to increase from time to time without prior notice. Any vehicles in the parking lot for more than 24 hours without a parking pass for overnight parking are subject to tow at owner's expense. **Local Law Enforcement Agency: Newport Beach Police Department 949-644-3742. Vehicles may be towed in accordance with Vehicle Code § 22658.**
- 22. WASHING OF VEHICLES:** Washing of RV or other vehicles is NOT permitted at your RV site, campsite, on any grass area, or on the pavement, or in any parking lot except for Resort Management approved detailing and washing vendors in designated locations. Washing RVs, other vehicles, or boats is allowed at the wash rack, located near the boat launch ramp, for the posted fees.
- 23. TRAILERS:** Any flatbed, utility, storage, moving, cargo, and/or box trailers are not permitted on RV sites or on the cement pads at the end of each block. Camper(s) and Guest(s) must register their trailers and boats for temporary parking with security when they arrive. A fee of \$30 per day per parking space that your trailer or boat occupies will be charged when you register. Trailer and boat parking on the 4<sup>th</sup> of July is charged at the then current July 4<sup>th</sup> rate per each parking space your trailer occupies if it occupies more than one. Please call the Reservation Office in advance to see what parking, if any, is available during your reservation dates.
- 24. TRUCK CAMPERS & SHELLS:** Truck campers and shells must not be removed from their vehicles.
- 25. TRAILERS AND 5TH WHEELS MUST BE BACKED INTO ALL SITES:** Hitches must face the street. Trailers are not permitted in a pull-in site without prior approval of Resort Management. There is a \$200 per day fine for trailers that are pulled into a pull-in site without prior Resort Management approval. Tow-vehicles are not permitted on beachfront grass at any time.
- 26. EXTENDED STORAGE FOR UTILITY TRAILERS:** Subject to availability, extended storage may be available in the permanent storage lot at Resort for periods of over 30 days. Storage is handled through the Marina Office at 949-729-1100. Please contact for availability and pricing.

27. **BOAT LAUNCH; WASH RACK; BOAT REGISTRATION; AND BOAT PARKING:** If you have a boat, bring it along! Resort has a seven-lane boat launch ramp located at the north end of Resort property, next to the Back Bay Bistro. A seven-lane money-operated wash rack is adjacent to the launch area for boat cleaning (please bring your own hose). Boats and boat trailers are not permitted on RV sites or on the cement pads at the end of each block. Register your boat with the front gate upon check-in (see posted rates at entrance gate for fees). A designated boat parking area is located near the boat launch ramp. Please call (949) 729-1100 for more information and the fee schedule. Once your boat is registered, you may use the boat launch ramp during your stay subject to any rules & regulations, including any applicable fees.
28. **MARINA:** The marina, located at the northwest corner of Resort's property, includes single-loaded boat slips, first-class amenities, 24-hour security, a clubhouse, pool, and spa. For daily, weekly, or monthly slip rates, please call (949) 729-1100 for more information, or stop by the Marina Office between 9:00 a.m. and 5:00 p.m., Monday through Sunday.
29. **CHILDREN:** Families are welcome. To help ensure a safe and enjoyable environment, all individuals, regardless of age, must comply with Resort Rules & Regulations and posted safety rules. Parents, guardians, or other supervising adults may be held liable for any damage or conduct that violates Resort Rules & Regulations or posted safety rules. For safety reasons, tree climbing is strictly prohibited.
30. **SERVICE ANIMALS AND EMOTIONAL SUPPORT ANIMALS ("ESAS") :** Service animals, animals in training to become service animals, and ESAs approved as a reasonable accommodation are not considered "Pets" and are not subject to Resort's rules regarding pets. See the Resort's separate policy on service animals and ESAs available on Resort's website and in the Registration Office.
31. **PETS:** "Pets" refer to cats and dogs only, absent prior Resort Management approval. A maximum of two (2) pets per RV site or tent campsite is allowed provided such pets are registered. Pets are not permitted in cottages. All pets must be approved by Resort Management and are subject to Resort's breed restrictions (set forth below). Resort Management reserves the right to deny or revoke pet approval if a pet is deemed a health or safety concern, provided such determination is consistent with applicable laws. Pets are subject to a charge of \$2 per night or \$30 per month, per pet. Pets must be on a leash no longer than 6 feet at all times outside, including retractable leashes, unless in the designated off-leash dog run located near restroom #21. Pets are not allowed on the beach, pool deck, lawns, planters, or inside any Resort buildings. All pets must be kept indoors at night and may not be left unattended anywhere in Resort, except inside an RV, and only if they do not cause a disturbance. Pet fencing is permitted in front of RV sites if it is no taller than 3 feet and made of PVC or wrought iron only. Any unattended pets (outside of an RV or pet fencing) may be picked up by animal control. If a pet causes a disturbance or health and safety concern, Resort Management may require its removal from Resort. All pets must comply with applicable city and county animal control ordinances. Resort Management has sole and final authority in making any pet-related determinations, including any exceptions.
- Breed Restrictions:** Prohibited dog breeds include Pit Bull types or mixes (e.g., American Bulldogs, American Bull Terriers, American Staffordshire Terriers, Staffordshire Bull Terriers, and American Bullies), Dogo Argentinos, all Mastiff breeds or mixes (e.g., Bullmastiffs, Neapolitan Mastiffs), Rottweilers, Wolf dogs or hybrids, Presa Canarios (Canary dogs), Akitas, and Cane Corsos.
32. **HEALTH AND CONDUCT OF ALL ANIMALS:** All pets and all service animals, animals in training to become service animals and ESAs approved as an accommodation must be licensed, vaccinated for rabies, and under the control of their handlers at all times and must not exhibit aggressive, threatening or

uncontrollable behavior. All pet owners and all owners of service animals, animals in training to become service animals, or ESAs approved as an accommodation (i) must pick up after their animals (waste bags are typically available along the promenade), and (ii) are strictly liable for any injuries or damages caused by their animals.

33. **BBQs:** BBQs, smokers and similar equipment (each a “BBQ” and collectively, “BBQs”) are allowed only at RV sites, tent campsites, and cottages; provided such BBQs are elevated above ground-level, are not placed directly on the grass, and are not placed under any covered porches. BBQs are prohibited elsewhere at Resort, including, without limitation, on the beach and in parking lots. BBQs must never be left unattended and are used at your own risk. Camper(s) are responsible for any injuries or property damage resulting from BBQ use. Resort is not liable for any accidents, injuries, or damages relating to BBQs or their use.
34. **FIRES:** Except for BBQs or fire rings/fire pits (as noted below) and other appliances installed in approved RVs, no fires are permitted at Resort, except as allowed in this section. Fires are permitted in Resort-provided fire rings (located on the beach), Resort-rentable portable fire pits, and guest-owned fire rings only. The flames may not exceed 12 inches above the fire rings or portable fire pits. One fire ring or portable fire pit is allowed per RV site or tent campsite or cottage in the immediate outdoor area (but not under porches). No fire rings or portable fire pits are allowed on asphalt. Dispose of hot charcoal briquettes or ashes in hot coal containers located by the RV section restroom buildings. Do not use trash containers for this purpose. Do not stack fire rings or remove them from other campsites. Stacking pallets for bonfires is prohibited. Camper(s) are responsible for ensuring their children and Camper(s)’ guests do not play on, near, or with fire rings, fire pits, coals, or ashes. NEVER LEAVE A FIRE UNATTENDED-- even for a short period of time! Fires, fire rings, and fire pits present high risks for burns and other serious injuries. USE AT YOUR OWN RISK. Resort is not responsible for any injuries or fatalities resulting from the use of fire rings or fire pits by Camper(s) or Camper(s)’ guests. All fires must comply with applicable state and local fire safety regulations. Resort reserves the right to prohibit fires during high fire danger conditions or as directed by fire authorities.
35. **FIREWORKS AND FIREARMS:** Fireworks and firearms of any kind are strictly PROHIBITED at Resort. Only Resort itself may have fireworks shows such as on the fourth (4<sup>th</sup>) of July.
36. **NON-SMOKING AREAS:** To support a clean and healthy environment, smoking and vaping (including marijuana) is strictly prohibited in all indoor and outdoor areas at Resort other than a Camper(s)’ individual RV site or tent campsite (or in the immediate area outside of a Camper(s)’ cottage), and only if it does not disturb others or create a nuisance. No smoking or vaping (including marijuana) is permitted inside the cottages.
37. **ALCOHOL AND INTOXICATING SUBSTANCES (INCLUDING MARIJUANA):** Consumption of alcohol is not permitted at Resort except (i) at dining facilities where alcohol is sold, or (ii) at other event locations at Resort, including the pool deck, cabanas, pergolas, gazebos, pavilions, banquet rooms, and clubhouses, if catered, sold, and supervised by Resort personnel, or (iii) at individual RV sites, tent campsites and cottages. Alcohol and intoxicating substances (including marijuana) may be consumed only in responsible quantities and in accordance with legal restrictions. All such substances, including any prescribed medications, belonging to Camper(s) must be securely stored and kept out of reach of unauthorized individuals. Drinking games (e.g., beer pong) and excessive consumption of alcohol or intoxicating substances (including marijuana) are prohibited. Visibly intoxicated individuals are not permitted in public or shared areas and may not operate vehicles or any other Wheeled Transport on Resort property. No alcohol or intoxicating substances (including marijuana) is allowed on the beach, at the Back Bay, or in parking lots.

Operation of any motor vehicle or other device while under the influence is prohibited by law and strictly enforced.

38. **DRONES:** Resort is in the direct flight path for John Wayne Airport. Personal drone use is prohibited at Resort and the air space above Resort property.
39. **BANQUET & CATERING FACILITIES:** Banquet rooms for up to 150 guests and outdoor beach pavilions, pergolas, cabanas and gazebos for up to 3,000 guests are available for group functions. Resort offers full food & beverage catering services and festive themes for any occasion. RV site catering service is available for groups. For more information and rates please call our Catering Office at (949) 729-3800.
40. **POOL:** The pool and spa are open to Camper(s) and Camper(s)' guests at the RV Sites, Tent Campsites, and cottages only. The pool and spa are open from 9 a.m. until 9 p.m. For safety reasons, any person who is not proficient at swimming must be accompanied by a responsible individual who can assist in case of emergency. All pool and spa users must follow posted safety guidelines. All individuals who are not fully toilet-trained or who experience incontinence must wear waterproof swim diapers or appropriate protective swimwear while using the pool or spa. No pets (other than service animals or animals in training to become service animals or emotional support animals), outside alcohol, smoking, vaping, marijuana, glass, skateboards, bicycles, scooters, or running on the pool deck are allowed. Strollers and wheelchairs (or other mobility aids designed to assist with accessibility for persons with disabilities) are allowed. Lifeguards are on duty during pool hours of operation.
41. **BEACH AND LAGOON:** The beach and lagoon are open year-round to the public for recreation.

#### **Supervised Swimming Hours:**

Winter Season (Oct 1 – Friday before Memorial Day): Friday–Sunday, 10:00 AM–5:00 PM

Summer Season (Friday before Memorial Day – Sept 30): Daily, 10:00 AM–6:00 PM

Lifeguards are on duty only during supervised swimming hours as set forth above. When lifeguards are not on duty, any person who is not proficient at swimming should be accompanied by a responsible individual who can assist in case of emergency.

The Back Bay lagoon is part of a natural coastal ecosystem. Marine animals, including stingrays, jellyfish, seals, and other wildlife, may be present in the water at any time. These animals may pose a risk to swimmers and waders. Avoid disturbing wildlife and remain alert when entering the water. Swim at your own risk.

In addition, the areas surrounding the lagoon—especially the upland habitats, trails, and vegetated margins—are home to a diverse range of mammals that play important roles in the local ecosystem, including bobcats, coyotes, raccoons and smaller rodents. These animals generally avoid humans and are more active during early morning, dusk, or night. If you encounter wildlife, observe from a distance and avoid feeding or approaching them. Secure food and trash to prevent attracting raccoons or coyotes.

**Prohibited on Beach:** No glass, alcohol, smoking, vaping, marijuana, tents, pets (except service animals or animals in training to become service animals or emotional support animals), or motorized vehicles (except motorized mobility aids designed to assist with accessibility for persons with disabilities) are allowed on the beach. No barbeques, grills, portable fire pits, portable fire rings, or fires are allowed on the beach (except in

Resort-provided fire rings located on the beach). Motorized boats in the lagoon section of the Back Bay are also prohibited.

**Personal Items:** All personal canopies and personal property must be removed from the beach by sunset each evening and can be set up the following day after sunrise. Shade structures and personal property left on the beach between sunset and sunrise may be removed by security guards. Resort is not responsible for damaged, lost, or stolen items left on the beach.

42. **MARKETPLACE:** The marketplace is located next to the Registration Office and is usually open seven days a week for your shopping convenience, including grocery items, snacks, ice, RV supplies, household goods, sundries, clothing, gift items, and much more. Hours are posted at the store. Pets (other than service animals or animals in training to become service animals or emotional support animals) are not permitted in the marketplace.

43. **LAUNDRY FACILITIES:** Laundry machines are available for use on the south side of the pool area. Open daily from 8:00 a.m. to 10:00 p.m. Payment can be made through the WASH-CONNECT app or with a pre-paid laundry card. Resort is not liable for damaged, lost or stolen laundry. Please remove laundry from the washers and dryers as soon as a load is done.

44. **ACCESSIBILITY AND REASONABLE ACCOMMODATIONS:** Resort is committed to providing equal access and enjoyment of facilities for all Camper(s), Camper(s)' guests, and other visitors, including individuals with disabilities in compliance with the Americans with Disabilities Act (ADA), Fair Housing Act (FHA), and applicable state and local laws. Resort has 372 wheelchair-accessible RV Sites, 2 wheelchair-accessible cottages, ADA restroom stalls, and ADA showers. All guest-related offices, such as registration, administration/receptionist, and sales offices are wheelchair accessible as are sidewalks and connections of sidewalks to streets. Resort strives to accommodate Camper(s) and Camper(s)' guests requiring accommodations and encourages feedback regarding any access issues. If you need reasonable accommodation(s) for a disability, please contact the Registration Office. Copies of Resort's reasonable accommodation policy is also available at the Registration Office upon request.

45. **RESTROOMS:** Three large-tiled restrooms with hot showers are located along Bluff Drive in the RV portion of Resort. You will receive the code to the combination lock upon check in. Two additional restrooms with outdoor cold-water showers are located along the beach promenade. Pets (other than service animals or animals in training to become service animals or emotional support animals) are prohibited in the restrooms.

46. **RENTALS:** Food trucks, taco carts, live bands, and professional DJ equipment are prohibited on the beach and in Resort unless arranged for a fee through Resort's Sales and Catering Office and approved in writing by Resort Manager and properly permitted through the city. Inflatable bounce houses, rental tents, tables, chairs, and dance floors are prohibited without prior Resort approval in writing. Any amplified sound requires a city permit and must be prearranged and approved by Resort Management in writing. All rental activities and vendors must comply with applicable city ordinances, fire codes, health and safety regulations, and insurance requirements. Camper(s) are solely responsible for ensuring that any third-party vendors they hire following written Resort approval meet these requirements and shall hold Resort and its Affiliated Parties harmless from any liability arising from such activities. For more information and rates please call our Sales and Catering Office at (949) 729-3800.

47. **NO COMMERCIAL ACTIVITY:** RVs, RV Sites, tents, and campsites shall be used only for camping and recreational purposes and no business or commercial activity of any nature shall be conducted by Camper(s)

or Camper(s)' guests at Resort (including at RV sites, tent campsites, or cottages) without the prior written consent of Resort Management, in its sole and absolute discretion. No commercial work or repair of any kind is allowed to be done to your RV or vehicles, at anytime, anywhere on Resort property, except for emergency repairs and then only to the extent necessary to remove the RV or vehicle for repair off-site. Outside vendors must be approved by Resort Management, in their sole and absolute discretion, before entering the property. Camper(s) and Camper(s)' guests (and their contractors) are not permitted to perform any remodeling within Resort. "Patio sales," "moving sales," and "yard sales" are expressly prohibited.

48. **LOST AND FOUND:** Lost and found is located in the Registration Office. Resort will make a reasonable attempt to locate the owners of items turned into the Lost and Found if there is any identifying information. Any property valued at \$100 or more will be turned over by Resort to the local police so they may attempt to locate the owner. All other property valued at less than \$100 will remain in Lost and Found for up to 90 days. If not reclaimed in such 90-day period, an item in Lost and Found may be donated to a charity or discarded, at Resort's election.
49. **WI-FI INTERNET:** Wi-Fi service is provided as a courtesy to Camper(s) and Camper(s)'s guests and is subject to availability. Please contact the Registration Desk for the Wi-Fi password. Please read our terms and conditions on our website. [www.newportdunes.com/guestwifi/](http://www.newportdunes.com/guestwifi/). Our Wi-Fi is designed for basic browsing only. It will not work with smart TVs and for streaming videos. Internet connection and speed is not guaranteed. Resort occupancy and obstacles such as trees, buildings, large RVs, and RV building materials could hamper internet connection and speed. Wi-Fi connectivity may experience interruptions, reduced speeds, or complete outages from time to time due to maintenance, weather conditions, network congestion, or other factors beyond Resort's control. Resort does not guarantee uninterrupted or secure internet access and shall not be held liable for any losses, damages, or inconveniences resulting from limited, disrupted, unavailable, or unsecure Wi-Fi service. Camper(s) acknowledge and agree that use of Resort's Wi-Fi network is at their own risk, and that they are solely responsible for the security of their devices and data. Resort makes no representation or warranty regarding privacy or security of any information transmitted over the network.
50. **PHOTOGRAPHS, RECORDINGS, AND PUBLIC RIGHTS:** By entering Newport Dunes Waterfront Resort and Marina, Camper(s) and Camper(s)' guests and all other visitors acknowledge and agree that they may be photographed, recorded, or filmed by Resort, Terra Vista Management, Inc., and/or their affiliates during their stay or while on the premises. Such recordings may capture images, voices, and likenesses, which may constitute personal information under applicable California law. Entry to Resort constitutes an irrevocable, worldwide, and perpetual consent and license to the use of your image, voice, or likeness in any and all media or promotional materials, including but not limited to, photographs, video, audio, and digital content, for purposes such as advertising, marketing, publicity, and online display. No compensation will be provided. You waive any rights of publicity, copyright, or other proprietary rights in connection with such use and release Resort, Resort Management, and Affiliated Parties from any and all related claims. Resort does not sell or share such personal information for cross-context behavioral advertising. For more information on how we collect, use, and protect your personal information, or to exercise your California privacy rights, please refer to Resort's privacy policy. Note: Commercial photography, filming, or recording by Camper(s) or Camper(s)' guests is strictly prohibited unless pre-approved in writing by Resort Management.
51. **ASSUMPTION OF RISK:** Camper(s) and Camper(s)' guests use all Resort amenities and services at their own risk. By doing so, they voluntarily assume all risks associated with such use, including the risk of injury, death, or property damage. Resort shall have no liability whatsoever for any injuries, accidents, or damages

arising from the use of Resort amenities or services, including but not limited to: the beach area, the lagoon, swimming pools, spas, fire pits, rental equipment, laundry machines, recreational activities, ping pong, horseshoes, boat rentals or other water sport rentals, boat launch, wash rack, the inflatable aquatic park, playgrounds, pedestrian trails, golf cart or bike rentals, exercise room, dog run, dining facilities, kitchen facilities, showers, and/or other public or common areas.

**52. SOCIAL MEDIA:** We know that Camper(s) and Camper(s)' guests often use social media to share their experiences, and Resort encourages such posting and tagging @newportdunes. However, we kindly request everyone respect the privacy rights of others.

**53. SOLICITATION AND POLITICAL SIGNAGE:** Solicitation of any kind is strictly prohibited at Resort. Camper(s) and Camper(s)' guests may not advertise, sell, or display goods or services, distribute printed or recorded materials, or impersonate Resort staff. Unauthorized events, demonstrations, or use of flags and banners for commercial purposes or to incite a crowd are not allowed. Photography, filming, or recording for commercial use is prohibited without the prior written approval from Resort Management. Political signage is discouraged. If displayed, it must be no larger than 8½" x 11" and free of profanity, violence, or obscenity and must comply with applicable laws. The distribution of handbills, newspapers, or other written documentation is not permitted without prior written consent from Resort Management, which may be denied in their sole and absolute discretion. Salespeople must schedule individual appointments with specific Camper(s) before entering Resort.

**54. PAYMENT:** All charges for your stay are due and payable in advance. Any coupons, discounts, or other offers must be stated at the time a reservation is made and accepted by Resort and presented upon check-in. We accept MasterCard, Visa, American Express, Discover Card, Money Orders, travelers' cheques, and most ATM/ Debit cards. **Sorry no cash-back transactions are available. There are no refunds for early departures.**

**55. CONDUCT:**

A. Actions by any person of any nature which may be dangerous, may create a health or safety risk, may disturb others, or may damage the property of others are not permitted. This includes, but is not limited to, any unusual, disturbing, or excessive noise, intoxication, quarreling, threatening, fighting, immoral, lewd and/or obscene conduct, illegal conduct, profanity, or rude, boisterous, objectionable or abusive language or conduct. The use or display of any weapon, including, but not limited to, a bow and/or arrow, BB guns, knives, fireworks, and guns/firearms, is expressly forbidden. Camper(s) and Camper(s)' guests shall not interfere with the operations of Resort or the employees of Resort or its property manager. Camper(s) and Camper(s)' guests shall not use profanity or rude, boisterous, objectionable, or abusive language or conduct in their interaction with Resort Management or employees of Resort or its property manager.

B. Camper(s) and Camper(s)' guests shall not encroach or trespass on any other Camper(s)' RV site, campsite, or cottage or upon any non-public area which is outside the assigned RV site, campsite or cottage of the Camper(s) and/or Camper(s)' guests. All Resort property that is not for the use of Camper(s) and Camper(s)' guests, including, but not limited to, gas, electric, water and sewer connections (other than at the Camper(s)' RV site) and other equipment connected with utility services and tools and equipment of Resort Management, shall not be used, tampered with or interfered with in any way by Camper(s) or Camper(s)' guests.

C. The violation of any law or ordinance of the city, county, state, or federal government is prohibited. Resort Management may prohibit acts or demeanor which would place Resort or Resort Management in violation of any law or ordinance or lease or sublease or any other contract.

D. Camper(s) must acquaint all Camper(s)' guests with all Resort Rules & Regulations and are responsible for the acts and omissions of Camper(s)' guests. Such responsibility shall include, but not be limited to, financial responsibility for any injury, death, or damage to any person or property, and any breakage, damage, destruction, and vandalism of Resort's facilities, common areas, and other property. Camper(s) and Camper(s)' guests must be quiet during Quiet Hours and comply with all Resort Rules & Regulations.

**56. NOTICES:** Camper(s) must make sure that their respective email addresses, mobile phone numbers, and permanent residence addresses on file at Resort are accurate and current. Delivery of any notice via e-mail and/or text to Camper(s) (except as otherwise required by law for defaulting Campers) will be deemed effective upon transmission, regardless of whether the Camper(s) actually receive or read the notice. Upon receiving a courtesy notice or notice of violation for violating any Resort Rules & Regulations, Camper(s) must cease or cure the violation immediately and respond to the Registration Office verifying Camper(s)' cure within 24 hours. Notwithstanding the foregoing, any notice required by law in connection with a default or removal of a recreational vehicle shall be served in accordance with California Civil Code § 799.65 and other applicable statutory requirements.

**57. VIOLATIONS:** Failure to pay in advance for occupancy and/or failure to comply with Resort's Rules (either by Tenant(s) or Tenant(s)' guests) may be grounds for an increase in your rate of stay or eviction without refund and termination of occupancy (pursuant to applicable laws) with a cancellation of any existing future reservations and no future admittance at Resort and commonly managed resorts. The remedies herein provided are not exclusive, and Resort may pursue any one or more of such remedies or any other remedies provided by law.

**58. CANCELLATION OF RESERVATIONS:** Resort reserves the right to cancel any reservations without advance notice if the facility is needed by Resort Management for business purposes, if repairs are required, or for any other reason. Resort also may cancel reservations as provided in Section 55 above. In the event a cancellation is initiated by Resort (other than pursuant to Section 55 above), Camper(s) will be entitled to a full refund of any prepaid amounts for unused nights, which shall be Camper(s)' sole and exclusive remedy. If a reservation is cancelled by Tenant(s) at least 72 hours before the reservation arrival date, Camper(s) will receive a refund (less any non-refundable fees). If a reservation is cancelled within 72 hours of the reservation arrival date, Camper(s) will be charged for the first night of the reservation and will be refunded any remaining amount (less any non-refundable fees). Notwithstanding the foregoing, if a reservation is made at least 72 hours before the reservation arrival date, then it can be cancelled up to 24 hours after the booking is made with a full refund and without any cancellation fees, but less any non-refundable fees. There are no refunds for early departures by Tenant(s) staying 30 days or less (voluntary or involuntary). Extended Stay Tenant(s) (with a reservation for more than 30 days) may depart early subject to providing 30 days prior written notice.

**59. RESORT MANAGEMENT APPROVAL:** "Resort Management's approval" or "approval of Resort Management," "Resort Management's consent" or "consent of Resort Management" or other similar terms as used in these Rules and Regulations or in other Resort Rules & Regulations, means that Resort Management's prior written approval must have been obtained by Camper(s) before Camper(s) proceed with any such action requiring Resort Management's approval or consent. If Resort Management's prior approval is required, Camper shall submit a written request to Resort Management which describes the action Camper(s) propose to take and request Resort Management to give prior written approval.

**60. PROPOSITION 65 WARNING:** WARNING: Camper(s) and Camper(s)' guests are advised that Resort is not a smoke-free area. In addition, there are other chemicals that exist on the property. Being on the property, including the common areas in and around Resort may expose Camper(s) and Camper(s)' guests to chemicals, which include, but are not limited to, tobacco smoke, lead and lead components, asbestos, carbon monoxide and gasoline components, all of which chemicals are known to the State of California to cause cancer, birth defects and/or other reproductive harm and for which warnings are required. For more information on Proposition 65 and its list of chemicals, Camper(s) and Camper(s)' guests may contact OEHHA at (916) 445-6900, or go to [www.P65Warnings.ca.gov](http://www.P65Warnings.ca.gov).

**61. PRIVACY POLICY:** Resort's privacy policy is available on its website at <https://www.newportdunes.com/privacy-policy/>. Direct any inquiries on personal information to [privacy@terrav.com](mailto:privacy@terrav.com).

RESORT AND ITS PROPERTY MANAGER DO BUSINESS IN ACCORDANCE WITH THE FAIR HOUSING LAWS OF THE UNITED STATES, THE STATE OF CALIFORNIA AND APPLICABLE LOCAL LAWS AND REGULATIONS. AS SUCH, THEY DO NOT DISCRIMINATE AGAINST ANY PERSON BECAUSE OF AGE, RACE, COLOR, RELIGION, SEX, GENDER, GENDER IDENTITY, GENDER EXPRESSION, SEXUAL ORIENTATION, MARITAL STATUS, FAMILIAL STATUS, MILITARY OR VETERAN STATUS, NATIONAL ORIGIN (INCLUDING LANGUAGE USE RESTRICTIONS), ANCESTRY, DISABILITY (MENTAL AND PHYSICAL, INCLUDING HIV/AIDS, CANCER, AND GENETIC CHARACTERISTICS) GENETIC INFORMATION, IMMIGRATION STATUS, HAIR TEXTURE OR HAIRSTYLES, PRIMARY LANGUAGE, SOURCE OF INCOME OR CITIZENSHIP OR ANY OTHER LEGAL PROTECTED CLASSIFICATION.



## RV STANDARDS AND POLICIES

Please help us to ensure that your stay is safe and comfortable by complying with the following RV Standards and Policies if you are bringing an RV to Newport Dunes Waterfront Resort and Marina, owned by Newport Dunes Resort and Marina (the “Resort”). Upon signing a registration card or extended stay rental agreement for an RV site, Camper(s) and Camper(s)’ guests automatically acknowledge receipt of, and agree to abide by, these RV Standards and Policies, as the same may be amended from time to time. As used herein, “Camper(s)’ guests” means any individuals who enter, occupy, or use Resort’s premises in connection with Camper(s)’ reservation or stay for an RV site, whether or not such individuals are staying overnight, including, but not limited to, members of Camper(s)’ family, any other persons sharing Camper(s)’ RV site, or Camper(s)’ companions, associates, invitees, agents, licensees, or permittees. All Camper(s)’ guests shall be deemed to be under the direct responsibility and control of Camper(s) for the purposes of compliance with these RV Standards and Policies and liability for damages or personal injury. Resort Management reserves all rights to amend, revise, and add to these RV Standards and Policies at any time, with any such changes to become effective upon publication on Resort’s website. Determinations made by Resort Management in enforcing or interpreting these RV Standards and Policies are to be made in the sole and absolute discretion of Resort Management. Thank you for your cooperation.

1. **APPLICABILITY.** All individuals, including transient Camper(s) and extended stay Tenant(s), and all groups (each a “Camper” and collectively “Campers”) bringing an RV to Resort are subject to these RV Standards and Policies. These RV Standards and Policies are subject to change at any time without prior notice upon publication on Resort’s website.
2. **RVS.** “RV” means a recreational vehicle, which includes a motor home, travel trailer, fifth wheel trailer, truck camper, or camping trailer. All incoming RVs must be less than twenty (20) years old. However, upon pre-approval by Resort Management, an RV over twenty (20) years old may be permitted. RVs must be built by a manufacturer and cannot be home-built. No park models/park trailers/tiny homes, buses or vans (including converted buses or vans, unless the converted vehicle complies with ANSI codes and/or displays a RIVA sticker) are allowed. Resort Management reserves the right to deny a reservation to anyone whose RV does not display the RVIA (Recreational Vehicle Industry Association) seal or the seal of manufacturing standards from a government agency. Resort Management further reserves the right to deny a reservation if Tenant(s)’ RV is in disrepair. An RV must be mobile at all times, and except for travel trailers or fifth wheels, an RV must operate under its own power, and will not be allowed into Resort if towed in. RVs must be well maintained with no rust and no graffiti. Dropping “camper shells” and “cab overhead campers” are prohibited. Only one RV per RV site is allowed and must be used as the sleeping vehicle. On a RV site, Campers may not sleep in a passenger car, van, truck bed, or cargo/utility trailer but may sleep in a tent to the extent permitted at the site under Resort Rules & Regulations.

3. **RV SITES.** The boundaries of the real property rented to a Camper for an RV are the lot lines reflected by the physical stakes and markings of the assigned RV site as they exist at the time the registration agreement/rental agreement is entered into. PLEASE NOTE: The upper boundaries of the RV site end at the top of the roofline of the Camper's RV. The rental of the RV site does not include any right or easement for light or view or to erect anything higher than the roofline of the RV. No structure, canopy, or object exceeding the roofline may be erected without prior written consent of Resort Management.
4. **RV SIZES.** It is Camper's responsibility to determine that Camper's RV will fit in the RV site reserved by Camper without overhanging the cement gutters. The maximum length of small RV sites is 25 feet long; large, preferred, partial view, and corner sites are 40 feet long; and beachfront sites can accommodate an RV up to 45 feet in length. If your RV is too long for the RV site you reserved, you will need to move up to a larger site for an additional price, if available. If not available, you may be asked to remove your RV from Resort. Resort's RV sites are designed to fit one (1) standard car and one (1) RV next to each other, along with a picnic table. If, for any reason, your car cannot fit alongside your RV, you will need to park your car on the cement pad at the end of each block, or in the main parking lot. All vehicles must have a valid parking pass displayed at all times.
5. **NO PARKING IN STREETS OR GUTTERS.** Due to fire code regulations and safety concerns, vehicles must park within the RED Fire Lane striping in front of their RV site and must not block fire lanes. At no time may a vehicle be parked on the street within the delineated RED Fire lanes, or Red Curbs within Resort Property. Vehicles also may not be parked in unoccupied RV sites. Violators are subject to be towed at owner's expense. For towed cars, you may contact the **Local Law Enforcement Agency: Newport Beach Police Department: 949-644-3742. Vehicles may be towed in accordance with Vehicle Code § 22658.**
6. **UTILITY CONNECTIONS.** It is Camper's responsibility to check to determine that Camper's RV is compatible with Resort's utilities and pedestals for electricity, water and sewer. Under no circumstances may any Camper or Camper's guest alter, modify, or tamper with Resort's utilities and pedestals for electricity, water or sewer (other than to hook-up). No unauthorized electric "pig-tails" or other modifications intended to boost existing electrical pedestal amperage are permitted. All fittings and connections must be WATERTIGHT and meet City and County of Orange County health codes and State law. Sewer connections must be by rigid piping with a sewer donut (or sewer ring) or a screw-type connector. All Camper(s) and Camper(s)' guests are required to observe City health codes with reference to wastewater. All wastewater, which includes sewage and gray water, must be handled by watertight/airtight systems. Sewer hoses must not leak and must have watertight/airtight connections at both ends. Holding tanks, valves and plumbing must not leak. Sewer water and gray water (including sink water) must never be dumped on the ground nor drained into buckets. No material (other than human waste and toilet tissue) shall be disposed of into the sewer system. Do not dispose of grease into the sewer system. All feminine products and other items shall be disposed of separately. No rocks, dirt or other objects shall ever be inserted into the sewer system. No non-biodegradable toxic chemicals, such as formaldehyde may be used in RVs at Resort, to control odors or for any other purpose.
7. **ELECTRICAL APPLIANCES.** Due to the potential for overloading Resort's electrical system, the installation/use of electric heat pumps and other major appliances must be approved by Resort Management prior to installation/use. Resort Management may require the disconnection or removal of any appliances (including, but not limited to, air conditioning units) that, in Resort Management's reasonable discretion, adversely affect the utility systems of Resort. No water softener which discharges into Resort's sewer system is permitted.

8. **SEWER SYSTEM.** Due to the limited capacity of Resort's sewer system, Camper must receive prior written approval from Resort Management in its sole and absolute discretion before installing any washing machine, garbage disposal or dishwasher. To ensure acceptable loads to Resort's sewer system, Camper's application for approval for these appliances may be denied.
9. **AIR CONDITIONERS.** Because the capacity of Resort's electrical system can be adversely affected, no air conditioners or evaporative (swamp) coolers may be used within RVs at Resort without the prior written approval of Resort Management in its sole and absolute discretion.
10. **PORCHES AND PATIOS.** Only outdoor patio furniture may be used on the patio, porch, yard or other outdoor portions of the RV site. Indoor furniture sofas, chairs, tables, pillows, and blankets are prohibited from being placed outside.
11. **AWNINGS, SUNSHADES, WINDSCREENS AND PRIVACY SCREENS.** No awnings, shades, screens blinds, or other similar items shall be located outside an RV without Resort Management's advance written approval. Generally, awnings extended from RVs will be permitted by Resort Management if designed as awnings; tarps or blanket awnings are not allowed. Roll-up, aluminum wind screens or privacy enclosures are permitted on Camper's RV site with prior written approval of Resort Management, if otherwise allowed by the California Code of Regulations, Title 25; however, temporary, roll-up type sun shades (such as plastic, canvas, cloth, bamboo or matchstick blinds) are not allowed.
12. **WINDOW TREATMENTS.** All windows must have genuine window coverings such as draperies, curtains, blinds or other aesthetically pleasing window coverings, and they must be maintained in good condition and repair at all times. No aluminum foil, sheets, blankets, plywood, paneling, newspaper, shopping bags, paper material, paint or other material not designed as window coverings, shades or screens may be used as insulation on windows or as window coverings in any location in or on the RV.
13. **SIDING.** Siding may not be replaced on an RV within Resort. If an RV needs repair work, then it must be removed from Resort to have work completed prior to being allowed back into Resort.
14. **SKIRTING.** Skirting is not required nor allowed on RVs while in Resort.
15. **FENCES.** Fencing no greater than 3 feet tall are permitted in front of an RV site, but must be made of black wrought iron only. Please do not block the front of your RV site with fencing. Resort staff must have a clear view to the back of your RV Site. Site numbers printed on hook-up pedestals must be visible at all times. Bamboo fencing is allowed along the existing chain-link fence only. All fencing must be maintained in good condition and promptly removed upon notice from Resort Management if deemed unsafe, unsightly, or non-compliant.
16. **STORAGE.** Fire laws prohibit storage of any materials under or around RVs. This includes, but is not limited to, storage of boxes, trunks, piping, bottles, garden tools, mops, ladders, and paint cans. Storage containers, cabinets, or tents may not be used for storage on RV sites.
17. **NO CLOTHESLINES, ETC.** No clotheslines allowed. Nor tarps allowed. No towels or other articles hanging on fences or RVs.
18. **PORTABLE TANKS.** Propane, water and air tanks must meet the current USA federal standards.

19. **ANTENNAS AND SATELLITE DISHES.** Each Camper must abide by the following standards regarding the installation of any exterior satellite dish or antenna (collectively “Reception Device”) on a Camper’s RV. Camper is solely responsible for all costs associated with any Reception Device. No Reception Device may be installed on the RV site, other than on the RV:
- i. **Service.** In order to maintain an attractive Resort, Camper is strongly urged to rely on only indoor broadcast devices like cable T.V., internet and/or fiber optics, as opposed to installing a Reception Device. Cable television service is available through the local service provider.
  - ii. **Dishes/Antennas.** Only satellite dishes with a diameter or diagonal measurement of one meter (approximately thirty-nine inches (39”)) or less will be permitted on an RV. For safety reasons, Reception Devices and masts may only extend beyond the RV as is required to receive acceptable quality signals. Television antennas may not extend more than three feet (3’) above the highest point on the RV without Resort Management’s prior written approval at its sole and absolute discretion. The Reception Device must be located to the rear of the RV, unless such location interferes with the quality of reception.
  - iii. **Installation.** Any Reception Device shall be properly installed and secured in a manner that complies with all applicable codes, state and local laws and regulations, Federal Communications Commission (FCC) regulations, and manufacturer instructions and so that it does not jeopardize the safety of any neighboring RV site or property or any person near the Reception Device. In addition, no Reception Device may be installed or placed in such a way as to obstruct a driver’s view of any street, driveway, sidewalk or intersection or to encroach on another RV site or property.
  - iv. **Maintenance/Repair/Safety.** Camper shall be solely responsible for the maintenance and repair, including any and all associated costs, of any installed Reception Device and shall not allow any such Reception Device to fall into disrepair or to become a safety hazard. If a Reception Device installation poses a significant safety risk, then Resort may prohibit the installation or seek removal of the Reception Device or other appropriate relief.
  - v. **Appearance.** Every Reception Device must be painted an appropriate color to match the surrounding environment and so it is least visible.
  - vi. **Other Antenna Types.** Other than for television, and/or Wi-Fi, all other antennas (including, but not limited to, ham radio and CB antennas) are not permitted in Resort.
20. **INFLATABLE/WADING POOLS OR SPAS.** Portable and/or inflatable pools (including those for children) and spas are prohibited from being placed, installed, or used outside RV Sites, cottages or tent campsites.
21. **PLANTS.** Garden plants are allowed at RV Sites with a maximum of five (5) per RV site; no indoor plants are allowed outside RVs.
22. **CLEAN CONDITION.** Unsafe, cluttered or unsightly RV sites or tent campsites as determined by Resort Management will not be tolerated.
23. **SPECIAL STANDARDS.** In order to maintain the aesthetic beauty of Resort, Resort Management retains the right to impose additional standards on those Campers who have corner RV sites or RV sites in unique locations.

24. **SALE OF RV.** A Camper may not post signs on the RV advertising the RV is for sale. Resort may require the removal of an RV from Resort in the event of its sale to a third party.
25. **RV SITE INSPECTIONS:** Resort Management conducts inspections of all RV sites from time to time, with or without prior notice, to ensure compliance with these RV Standards and Policies.
26. **PRIVACY POLICY:** Resort's privacy policy is available on its website at <https://www.newportdunes.com/privacy-policy/>. Direct any inquiries on personal information to [privacy@terrav.com](mailto:privacy@terrav.com).

**RESORT AND ITS PROPERTY MANAGER DO BUSINESS IN ACCORDANCE WITH THE FAIR HOUSING LAWS OF THE UNITED STATES, THE STATE OF CALIFORNIA AND APPLICABLE LOCAL LAWS AND REGULATIONS. AS SUCH, THEY DO NOT DISCRIMINATE AGAINST ANY PERSON BECAUSE OF AGE, RACE, COLOR, RELIGION, SEX, GENDER, GENDER IDENTITY, GENDER EXPRESSION, SEXUAL ORIENTATION, MARITAL STATUS, FAMILIAL STATUS, MILITARY OR VETERAN STATUS, NATIONAL ORIGIN (INCLUDING LANGUAGE USE RESTRICTIONS), ANCESTRY, DISABILITY (MENTAL AND PHYSICAL, INCLUDING HIV/AIDS, CANCER, AND GENETIC CHARACTERISTICS) GENETIC INFORMATION, IMMIGRATION STATUS, HAIR TEXTURE OR HAIRSTYLES, PRIMARY LANGUAGE, SOURCE OF INCOME OR CITIZENSHIP OR ANY OTHER LEGAL PROTECTED CLASSIFICATION.**