

Guest Name: _____
Arrival Date: _____



**MONTHLY (30-DAY) RATE
GUEST RULES AND REGULATIONS**

1. Monthly rates are based on 30-day periods and are for six persons only. Occupancy tax is charged for the first 30 days of each stay. The first 30 nights of your stay is a probational period. Newport Dunes may ask you to leave if rules and policies are not followed. A maximum of six persons is allowed in each site. Rates are based on one habitable and one non-habitable vehicle. Two vehicle passes and one RV/Trailer is included with your stay. Extra vehicles are \$60 per month. The Registration Office provides 2-hour parking validation for family and friends visiting you during your stay. Parking on the 4th of July is \$50 per car or at the new prevailing rate. **Newport Dunes reserves the right to change monthly rates at any time without notice.**

INITIAL: _____

2. Our Monthly Rules and Regulations packet must be completely filled out and sent to the resort with a copy of current RV Registration and Insurance at least two weeks before your arrival date. All new monthly guests and current monthly guests will be charged a non-refundable processing fee of \$50 per person for each person over 18 years of age to conduct a background check. Criminal background and eviction checks are required once a year. Subleasing your monthly reservation or posting your RV or Trailer on Airbnb and related websites is prohibited. Park Rules and Regulations are subject to change at any time.

INITIAL: _____

3. Monthly (30-day) rate guests must occupy RV's and all RV's must be mobile at all times. Tent campers are not allowed to stay at the 30-day rate. The total maximum stay in a tent is 14 days for every three 30-day period.

INITIAL: _____

4. Monthly (30-day) rate guests will be able to remain in the same site for a maximum of six consecutive 30-day periods. All guests taking advantage of the monthly (30-day) rate are required to pay Transient Occupancy Tax for the first thirty days of their stay.

INITIAL: _____

5. After the maximum length stay of six 30-day periods, guests and their RV's/Trailers must vacate Newport Dunes Resort for at least seven days. All guest property must be removed from our resort. Any property left on site during your week out will be disposed of. Newport Dunes does not allow guests to store their recreational vehicle or car in our parking lot during their week out. After this seven-day period, Guest may, again qualify for another stay of up to six 30-day periods. If you do not vacate within the 180-day period for a minimum of seven days, you may not qualify as a future monthly (30-day) rate guest. Also, if you have not left the resort after the completion of six 30-day periods, your monthly (30-day) rate will convert to a daily or weekly rate. It is the responsibility of the guest to make all necessary reservations. NDR must be notified 30 days prior to any changes or early departures.

INITIAL: _____

6. Monthly (30-day) rates must be paid in full, in advance. Any stay of less than 30 days (or 30-day segments) will be converted to a daily rate. All guests staying must pay in advance. Failure to pay in advance will result in the rate changing to a daily rate and/or eviction.

INITIAL: _____

7. Rent and electricity is due on the 1st of each month and payments are considered late after the 5th of each month. Please be aware that partial payments are not accepted. Rent must be paid in full each month by credit card, debt card, or money order.
INITIAL: _____
8. Newport Dunes Resort RV sites are designed to fit one passenger car and a RV next to each other, along with a picnic table. If, for any reason, your passenger car cannot fit alongside your RV, you will need to park the passenger vehicle on the cement pad at the end of each block, or in the main parking lot. All cars must have a valid parking pass displayed at all times.
INITIAL: _____
9. Cars are not allowed to park in the streets or partly in the gutter at a RV site due to Fire Department regulations. Cars are not allowed to park in unoccupied RV Sites. Violators are subject to be towed at owner's expense. Any small car trailer that will not fit on your RV site will be subject to an additional charge. Newport Dunes does not provide storage for car trailers, cargo trailers, or car dollies. All cars must have a valid parking pass displayed at all times. Local Law Enforcement Agency: Newport Beach Police Department: 949-644-3742
INITIAL: _____
10. RV's must fit in the site without overhanging the cement gutters. The maximum length of small sites is 25 feet long; large, preferred, partial view, and corner sites are 40 feet long; and beachfront sites can accommodate RV's up to 45 feet in length. If your RV is too long for the site to which you are assigned, you will need to move up to a larger site for an additional price.
INITIAL: _____
11. Monthly rates are offered for Recreational Vehicles only. "RV" means a recreational vehicle as defined by the California Health Safety Code § 18010 which includes a motor home, travel trailer, trailer coach, truck camper, camping trailer or park trailer. The RV or trailer must be built by a manufacturer for camping and cannot be home-built or converted. School buses, transit bus conversions, park trailers, park models/tiny homes are not permitted in the Resort.
INITIAL: _____
12. RV sites cannot be used for any commercial purposes. No commercial work is allowed to be done to your RV/car, at any time, on Newport Dunes Resort's property except for emergency repairs and then only to the extent necessary to remove the RV/car for repair off-site. Repair, of any kind, on vehicles, is prohibited anywhere in the Resort. Washing your RV/car is allowed only at the wash rack, Monday through Friday. Outside vendors must be approved by management before entering the property.
INITIAL: _____
13. Newport Dunes Resort's address cannot be used as your permanent address. We will send back any checks or drivers licenses, with our address, which are received through the mail. Newport Dunes Resort will accept mail for you. Your mail can be picked up at the Registration Office during normal business hours.
INITIAL: _____

14. Newport Dunes Resort's management conducts regular inspections of all sites. The following are prohibited outside your RV: Water heaters, refrigerators, appliances, permanent or indoor style furniture, children's toys, indoor carpet, garden hoses, or "For Sale" signs. Awnings must be designed as awnings; tarps or blanket awnings are not allowed. Fire laws prohibit storage of materials under and around RV's. Storage containers, cabinets, or tents cannot be used for storage. Pieces of plastic or cloth are not allowed to be used as enclosures. Garden plants are allowed with a maximum of five per site, no indoor plants are allowed outside RV's. No hanging towels or clotheslines are allowed. Dropping "camper shells" and "cab overhead campers" is prohibited. RV/Trailer must be well maintained with no rust. RVs older than 20 years must be approved by management. School bus or transit bus conversions are not allowed. Fencing no greater than 3 feet tall are permitted in front of site, but must be made of black wrought iron only. Please do not block the front of your site with fencing. Pet fences cannot prevent walking access to the electrical meter on the pedestal. Newport Dunes 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. Newport Dunes Resort reserves the right to amend site inspection policies at any time. This list is not meant to be exhaustive, but rather to demonstrate the types of items prohibited at your site. Unsightly campsites will not be tolerated and are grounds for eviction. We work hard to maintain a beautiful environment, please help us keep it that way.

INITIAL: _____

15. Pets are subject to a registration fee which may be paid at the Registration Office. A fee of either, \$2 per day, or \$30 a month will be charged per pet. Pets must be kept on a leash at all times. No pets are allowed on the beach, pool deck, and in cottages. All animals are to be kept inside at night and are never to be left unattended or allowed to be an annoyance to others at any time. Two pets allowed per site. All pets must be licensed and vaccinations current. You are solely responsible for picking up after your pets. Bags are located along the promenade for your convenience. If your dog causes a disturbance you may be asked to leave the park. NO PITBULL types or mixes, this includes AMERICAN BULLDOGS, AMERICAN BULL TERRIERS, AMERICAN STAFFORDSHIRE TERRIERS, STAFFORDSHIRE BULL TERRIERS, ARGENTINE DOGO/MASTIFF and NO ROTTWEILLERS OR OTHER DOGS WITH AGGRESSIVE OR UNCONTROLLABLE BEHAVIOR! Newport Dunes has sole discretion when any determination regarding pets is necessary. By California law, you are strictly liable for any injuries caused by your pet. An off-leash dog run is located by restroom #21 (see map). While Emotional Support Animals or Comfort Animals are often used as part of a medical treatment plan as therapy animals, they are not considered service animals under the [ADA](#) and remain subject to the pet agreement and non-refundable fee.

INITIAL: _____

16. Protect our children.....Save our wildlife.....The speed limit in the resort is **5 mph**. For the safety and consideration of all, please observe it.

INITIAL: _____

17. Only street-legal vehicles and electric golf carts are allowed for use on our property. No dirt bikes, gas-powered golf carts, Rhino or RZR type side X side's or gas-powered ATV's are allowed.

INITIAL: _____

18. The use of drones is prohibited in the City of Newport Beach and are not allowed to be used on or over our property.

INITIAL: _____

19. Vehicle passes must be clearly visible at all times. Please place the passes on your dashboard or rearview mirror. Vehicle passes are for our registered guests only and are non-transferable. Vehicles with an expired parking pass are subject to tow at owner's expense. Additional vehicles must be registered at the Registration Office, parked in day use areas, and are subject to an additional charge. Local Law Enforcement Agency: Newport Beach Police Department: 949-644-3742

INITIAL: _____

20. All boats/RV/Trailers must be registered at the Registration Office. Boats/utility trailers are not allowed on RV sites or on the cement pads at the end of each block. All should be stored in the temporary boat storage area (Boat Launch Area) or designated area by management, for less than 30 days, or in the Permanent Storage Lot for periods of over 30 days. Storage is \$20/\$25 per day (seasonal). Storage is handled through the Marina Office at 949-729-1100.
INITIAL: _____
21. Upon receiving a courtesy notice, a violation of the Resort's Rules and Regulations, you have 24 hours to respond to the Registration Office. A maximum of three courtesy notices will be sent to each guest. If the guest still has not remedied the situation within 24 hours of receiving a first courtesy notice, or after the receipt of their third courtesy notice, the appropriate eviction notice, or rate change may be served at the management's discretion.
INITIAL: _____
22. Failure to pay in advance for occupancy and/or failure to comply with the Resort's Rules and Regulations currently in effect are grounds for eviction with the refusal of future admittance. The Rules and Regulations listed in our brochure also apply to monthly (30-day) rate guests. Any variation from the Rules and Regulations listed in our brochure, and/or these Rules and Regulations, will result in the removal of your RV after the service of a 72-hour notice, pursuant to California Civil Code Section 799.35 or the commencement of an Unlawful Detainer pursuant to California Code of Civil Procedure Section 1161 et seq. The remedies herein provided are not exclusive and Newport Dunes may pursue any one or more of such remedies or any other remedies provided by law.
INITIAL: _____
23. Newport Dunes Resort reserves the right to move or require you to move the RV/Trailer from site to site within the Resort at any time for any reason whatsoever.
INITIAL: _____
24. All monthly (30-day) rate guests must have Management's approval. This approval may be based, among other things, on receipt of a Certificate of Insurance, a criminal background and eviction check, and an exterior inspection of your RV, current signed Rules and Regulations.
INITIAL: _____
25. These Rules and Regulations apply to anyone who stays more than 30 consecutive days, whether their payment qualifies them for the monthly (30-day), weekly or daily rate.
INITIAL: _____
26. Rent and utilities must be paid for by credit card or money order only. We do not accept cash payments or checks. All guests must have a valid credit card authorization on file at all times.
INITIAL: _____

***Please Note: This paperwork is mandatory and you will not be considered a "Monthly" guest and will pay the daily rates until the criminal background and eviction checks are completed and approved.**

MONTH-TO-MONTH RENTAL AGREEMENT FOR RECREATIONAL VEHICLE TENANTS AT NEWPORT DUNES WATERFRONT RESORT

Space # _____

Reservation # _____

Tenant(s) Name:

#1 _____, Date _____

#2 _____, Date _____

Tenants who are listed above agree to lease the space listed above in NEWPORT DUNES WATERFRONT RESORT, referred to in the balance of this document as "Park," according to the term set forth in this agreement.

TERM: This Rental Agreement shall establish a month-to-month tenancy, and is to begin on arrival date booked by tenant. However, in no event shall the term of this Agreement be for a period to exceed six months, and shall terminate no later than departure date booked by tenant. Tenant acknowledges and agrees that he or she will vacate the space which is the subject of this Agreement no later than the date specified herein.

RENT: Tenant(s) shall pay rent in the amount of \$ _____ per month on the 1st day of each month, commencing on the start of the term of this Rental Agreement. The rent and all other charges must be paid without deduction or offset and in advance on the 1st day of each month. All rent and utility charges due and owing hereunder shall be made payable by credit card. Park Manager: DIRECTOR OF RV OPERATIONS Phone number: (949) 729-3863 Address, City, State, Zip 1131 BACK BAY DRIVE NEWPORT BEACH, CALIFORNIA 92660 if rent payment is to be made personally, the Park Office is usually open from: 8AM to 7PM on the following days: 7 SEVEN DAYS A WEEK (except holidays).

LATE FEES/NSF FEES. If Tenant(s) do not timely pay rent and other charges due by no later than the 6th day of each month (or the next business day if the 6th falls on a Saturday, Sunday or judicial holiday), a late fee may be assessed by Park Management. Any late fee charged shall not exceed Park Management's reasonable estimate of the actual costs and damages to be incurred by Park due to the late payment of rent and other charges, including, without limitation, the additional administrative, operational, and financial costs. At this time, Park Management does not charge Tenant(s) for reimbursement of any fees charged to Park for insufficient funds (also known as NSF fees) or chargebacks, although this policy is subject to change.

RENT INCREASES: Monthly rates are subject to change at any time. Notices of rent increases during the term of this Agreement will be in accordance with the terms and conditions of any law in effect, but no rent increase shall take effect less than thirty days from the date of written notice from the Park.

UTILITIES AND OTHER CHARGES:

In addition, the following utility services or other charges will be billed by the Park to the Tenant(s) on a monthly basis:

- ELECTRICITY METERED AT 21 CENTS PER KWH.
- ADDITIONAL VEHICLE PASSES AT \$60 PER MONTH. TWO VEHICLE PASSES ARE INCLUDED WITH MONTHLY STAY.
- PETS ARE \$30 PER PET, PER MONTH.

The charges for these services are due and payable on the 1st day of each month following the billing 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 the 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 the Tenant(s).

PARK RULES: The Park Rules are incorporated herein by reference as though fully set forth at this point. Tenant(s) agrees to comply with all Park Rules that now exist and such additional Rules as may be promulgated by the Park from time to time.

CHANGES IN RULES, STANDARDS OF MAINTENANCE, SERVICES, EQUIPMENT OR PHYSICAL IMPROVEMENTS: The Park's rules and regulations, standards of maintenance of physical improvements in the Park, together with services (including utilities), equipment and physical improvements within the Park may be changed from time to time as provided by any law then in effect.

ENTRY UPON RESIDENT'S SPACE: The Park shall have a right of entry upon the land on which a recreational vehicle is situated for maintenance of utilities, maintenance of premises if the occupant fails to do so, and the protection of the Park at any reasonable time. However, such entry shall not be in a manner at a time which would interfere with the occupant's quiet enjoyment. The Park may enter a recreational vehicle without the prior written consent of the occupant in the case of an emergency or when the occupant has abandoned the recreational vehicle.

TERMINATION OF RENTAL AGREEMENT BY TENANT: Tenant(s) understands that this Rental Agreement will remain in effect and Tenant(s) will be liable to pay rent as set forth in this Agreement whether or not the Tenant(s) occupies the space or maintains a

recreational vehicle at the space for the term of this Rental Agreement unless the Tenant sells the recreational vehicle to a purchaser who is approved by the Park and who executes a new Rental Agreement or unless the Tenant removes the recreational vehicle from the Park.

RENTING OR SUBLETTING: Tenant(s) shall not sublease or otherwise rent all or any portion of Tenant(s)'s recreational vehicle or the premises. Tenant(s) shall not assign or encumber his or her interest in this Rental Agreement or the premises. No consent to any assignment, encumbrance, sublease or other renting shall constitute a further waiver of the provisions of this paragraph. If Tenant(s) consists 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 with the meaning of this paragraph.

PETS: Special permission to keep a house pet in the Park must be obtained from Park Management. A house pet is defined as a pet that spends its primary existence within the RV. Park Management reserves the right to deny a Resident a pet if a proposed pet would pose a threat to the health and safety of Residents of the Park. The Pet Rules are incorporated herein by reference as though fully set forth at this point. Tenant(s) agrees to comply with all Pet Rules that now exist and such additional Rules as may be promulgated by the Park from time to time.

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. 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.

GOVERNMENTAL RESTRICTIONS: (1) The use permit issued by the city/county of ORANGE restricts the occupancy of any recreational vehicle or space in the Park to 6 persons. Tenant(s) shall not violate these restrictions by having more than 6 persons residing in the recreational vehicle or on the space. (2) The use permit issued by the city/county of ORANGE restricts the occupancy of any recreational vehicle or space in the Park to adults only and prohibits any school-age children to reside in the recreational vehicle or on the space.

USE PROHIBITED: The recreational vehicle and premises shall be used only for private residential purposes and no business or commercial activity of any nature shall be conducted thereon.

WAIVER: The waiver by the Park, or the failure of the Park to take action in any respect because of any breach of a term, covenant or condition contained herein of the violation of a Park Rule or Regulation shall not be a waiver of that term or rule. The subsequent acceptance of rent by the Park shall not be a waiver of any preceding breach of this Rental Agreement by the Tenant(s) or any violation of Park Rules or failure of Tenant(s) to pay any particular rent, regardless of the Park's knowledge of the preceding breach or violation of Park Rules or Regulations or failure to pay rent.

ATTORNEY'S FEES AND COSTS: In any action arising out of Tenant(s)'s tenancy or this Agreement the prevailing party shall be entitled to reasonable attorney's fees and costs. A party shall be deemed a prevailing party if the judgment is rendered in his or her favor or where the litigation is dismissed in his or her favor prior to or during the trial, unless the parties otherwise agree in the settlement or compromise.

INTERPRETATION: Each provision of this Rental Agreement is separate, distinct, and individually enforceable. In the event any provision is declared to be unlawful or unenforceable, the validity of all other provisions shall not be affected.

EFFECT ON THIS AGREEMENT: Tenant agrees that this Rental Agreement contains the entire Agreement between the parties regarding the rental of space within the Park. All prior negotiations or stipulations concerning this matter which preceded or accompanied the execution of this Agreement are conclusively deemed to have been superseded by this written Agreement. This Agreement completely supersedes any prior Agreement of the parties, whether in writing or oral.

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.

ALTERATION OF THIS AGREEMENT: This Agreement may be altered by Tenant only by written agreement signed by both of the parties or by operation by law. This Agreement may be altered by Owner by written agreement signed by both of the parties, by operation of law or in any manner provided by the Recreational Vehicle Park Occupancy Law or other applicable law.

ACKNOWLEDGMENT: Tenant(s) acknowledges that he and/or she have read, understood and received copies of this Rental Agreement, together with a copy of the Park Rules and Regulations, and further, that he and/or she have read and understand each of these documents. Tenant(s) understands that by executing this Rental Agreement, he and/or she will be bound by the terms and conditions thereof.

LOCAL LAW ENFORCEMENT AGENCY: NEWPORT BEACH POLICE DEPARTMENT 949-644-3742

SIGNATURES & DATES:

Tenant _____ Date _____

Tenant _____ Date _____

APPLICATION FOR MONTHLY (30 DAY) RATE

Tenant #1

Full Name: _____

Permanent Residence Address: _____

Residence Phone Number: _____

Business Name & Address: _____

Business Phone Number: _____

Cellular Phone Number: _____

Email Address: _____

Social Security Number: _____

Date of Birth: _____

Driver's License Number: _____ State: _____

Tenant #2

Full Name: _____

Permanent Residence Address: _____

Residence Phone Number: _____

Business Name & Address: _____

Business Phone Number: _____

Cellular Phone Number: _____

Email Address: _____

Social Security Number: _____

Date of Birth: _____

Driver's License Number: _____ State: _____

Relationship to Tenant #1: _____

Other Occupants On Site:

Name: _____ Age: _____ Relationship: _____

Contact Number: _____

Name: _____ Age: _____ Relationship: _____

Contact Number: _____

Name: _____ Age: _____ Relationship: _____

Contact Number: _____

Name: _____ Age: _____ Relationship: _____

Contact Number: _____

INFORMATION CONCERNING THE RECREATIONAL VEHICLE WHICH PRESENTLY OCCUPIES OR WILL OCCUPY, THE SPACE WHICH IS THE SUBJECT OF THIS RENTAL AGREEMENT IS AS FOLLOWS:

Make, Model, Year of Recreational Vehicle _____
Vehicle ID # _____
License # _____
State of Registration: _____
Legal Owner's Name: _____
Phone: _____
Address, City, State, Zip: _____
Registered Owner's Name: _____
Phone : _____
Address, City, State, Zip: _____

Insurance Information:

Insurance Carrier: _____
Policy No. _____
Expiration Date: _____

Vehicle information: Two vehicle passes are included with monthly rate. Additional passes are \$60 a month.

1. Make, Model, Year of Vehicle: _____
Vehicle ID # _____
License # _____
State of Registration: _____
2. Make, Model, Year of Vehicle: _____
Vehicle ID # _____
License # _____
State of Registration: _____
3. Make, Model, Year of Vehicle: _____
Vehicle ID # _____
License # _____
State of Registration: _____
4. Motorcycle Color, Make, Model, Year: _____
Vehicle ID# _____ License # _____

Pet Information: Two pets max. No Pitbull types or mixes, this includes American Bulldogs, American Bull Terriers, American Staffordshire Terriers, Staffordshire Bull Terriers, Argentine Dogo/Mastiff and no Rottweilers. Please see full pet policy.

Breed of Dog: _____ Name: _____ License: _____
Breed of Dog: _____ Name: _____ License: _____

Person whom the Company shall use its best efforts to contact in case of emergency:

Name: _____ Relation: _____
Phone Number: _____ Email: _____

Criminal Background and Eviction Report

***Please Note:** This paperwork is mandatory and you will not be considered a “Monthly” guest and will pay the daily rates until the background checks are completed and approved. Please allow at least two weeks to process your monthly agreement and background checks. We will contact you if there are any issues.

Nonrefundable charge: \$50.00 per guest over 18 years of age. Please print clearly.

Tenant #1

Full Name: _____

Social Security Number: _____

Date of Birth: _____

Address: _____

Phone Number: _____

Tenant #2

Full Name: _____

Social Security Number: _____

Date of Birth: _____

Address: _____

Phone Number: _____

Tenant #3

Full Name: _____

Social Security Number: _____

Date of Birth: _____

Address: _____

Phone Number: _____

Tenant #4

Full Name: _____

Social Security Number: _____

Date of Birth: _____

Address: _____

Phone Number: _____

Newport Dunes Waterfront Resort and Marina Recurring Payment Credit Card Authorization Form

By signing this form: I, _____, give the owner of Newport Dunes Waterfront Resort and Marina ("Resort"), the Resort's manager ("Manager") and Manager's employees and agents, permission to charge my credit card identified below ("Credit Card") on a recurring monthly basis for amounts due under my agreement with the Resort, including, without limitation, (i) the rent owed after my initial orientation is complete as well as the rent owed on the first (1st) day of each month during my extended stay, (ii) monthly electrical usage, and (iii) any extra charges for extra vehicles, extra guests, golf carts, and pets, etc.).

I hereby authorize the Resort, Manager and Manager's employees and agents, to keep my signature and Credit Card on file to pay the aforementioned charges when due. This Recurring Payment Credit Card Authorization Form shall remain in full force and effect until cancelled by me in writing.

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

I understand this form is optional.

Signature: _____

Print Name: _____

Date: _____

Last four digits of credit card to be used: _____

RV PARK RULES & REGULATIONS

Please help us to ensure that your stay is safe and comfortable by complying with the following rules and regulations. As a guest of Newport Dunes Resort and upon signing the registration cards, you and your guests automatically acknowledge receipt of and agree to abide by these rules and regulations. Thank you for your cooperation.

RECREATIONAL FACILITIES All individuals and/or groups ("RV" or "RVers") using the Newport Dunes RV Resort ("Park") and its adjunct recreational facilities, including the swimming pool and spa area(s), hereby assume all liability for injuries to persons or property during the use of the respective facilities and agree to hold Park Management and Owner free and harmless from all liability imposed by law for the injury of people or damage to property.

Park is not responsible for any supplies or equipment left on resort property or any other adjunct facilities after use has concluded and all participants have vacated the premises.

Park reserves the right of full access to all recreational facilities, pools, and spas in order to monitor users' compliance with applicable rules, regulations, and laws. Park reserves the right to cancel any reservations without advance notice if the facility is needed by Park Management for business purposes, if repairs are required, or for any other reason.

Recreational facilities are provided for the exclusive use of RVers and their accompanied guests.

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 Rules and Regulations by reference.

Recreational facilities and swimming pool rules may be changed or revised upon sixty (60) days' notice to RVer.

Park Management shall not be responsible for loss, theft, or damage of personal property left unattended at the Park's recreational facilities.

SECURITY officers are here to assist you. They patrol 24-hours a day by bicycle, electric cart, and on foot. **Security may be reached by calling (949) 999-3151** or by contacting the gatehouse at the Main Entrance. Management is not responsible for lost, stolen, or damaged articles. Keep your valuables locked up. Please report any problems with your site to the Registration Office or Security immediately. Newport Dunes adheres to and maintains all state, county, and local laws on our property. The legal age for alcohol consumption is 21 years. Alcohol is not allowed on the beach, clubhouse, and pool unless sold at a function catered and supervised by Newport Dunes Resort.

QUIET HOURS Quiet hours are from 10 p.m.- 8 a.m. Please turn off TVs and amplified sound, 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. Music language must be clean and radio friendly. Inconsiderate guests will be asked to leave. Due to quiet hour restrictions, check-ins after 10 p.m. will be directed to the main parking lot until 8 a.m. the next morning.

CHECK-IN TIME IS 2:00 P.M. FOR RV SITES. Cottage check-in 4:00 P.M. Your site may be available prior to this time, space permitting. If you arrive after office hours, please check in at the office before 11 a.m. the following morning. Discount coupons can only be accepted when presented at time of check-in. Due to quiet hour restrictions, check-ins after 10 p.m. will be directed to the main parking lot until 8 a.m. the next morning.

CHECKOUT TIME IS 12:00 P.M. Late checkout is available for a fee until 4 p.m. in your RV site, or until 10 p.m. in our day-use parking lot, space permitting. Late check out is not available for cottages. Any late checkout must be arranged through the Registration Office. You will be issued a new parking pass. Any RV not checked out by 12:00 noon without prior arrangements will be subject to charges for an additional night. No refunds for early departures.

OCCUPANCY The maximum occupancy is 6 adults per site and per cottage. Parties or large gatherings are not permitted at sites or in front of cottages. Taco Carts, Food Trucks, and any outside catering is prohibited. Please be courteous to your neighbors. RV Park guests are allowed to use Pergolas #1-5 for parties or gatherings. Maximum occupancy for beach pergolas is 20 people. Any party larger than 20 people, must rent a pavilion, or banquet room. For more information and rates please call our Sales and Catering Office at (949) 729-3800.

SITE INSPECTIONS Management conducts inspections of all sites. Please note the following rules for outdoor areas on your site:

- Outside water heaters, refrigerators, appliances, permanent furniture, messy children's toys, indoor carpet, inflatable swimming pools, or "For Sale" signs are not allowed.
- Awnings extended from RVs are permitted. Awnings must be designed as awnings; tarps or blanket awnings are not allowed.
- Fire laws prohibit storage of any materials under or around RVs.
- No tarps or clotheslines allowed.
- No towels or other articles hanging on fences or RVs.
- Unsafe, cluttered or unsightly RV sites will not be tolerated.
- Tents are not allowed on the grass in front of Beachfront RV Sites or cottages.
- Rental tents, tables, chairs, or dance floors are prohibited without management approval.
- Portable children's pools or spas are prohibited.
- Food Trucks, taco carts, Live bands, and professional DJ equipment is prohibited on the beach and in the RV park.

Dropping "camper shells" or "cab overhead campers" is prohibited. RV/Trailer must be well maintained with no rust. RVs older than 20 years must be approved by management. School bus or transit bus conversions, and Tiny Homes are not allowed. We work hard to maintain a beautiful environment for all to enjoy. Please help us keep it that way.

TENTS must be freestanding; stakes are strictly prohibited. Tarps may not be used as tents. Tent camping is allowed in the Small RV Sites only. Two-tent maximum per Small Site. One tent is allowed on any site type of RV site when accompanied by an RV or trailer. Tents are prohibited on the grass in front of the beachfront sites. Maximum length of stay for tent camping unaccompanied by an RV is 14 days in any 3-month period.

VEHICLES Observe 5 M.P.H. speed limit. Working on vehicles is prohibited. Washing vehicles is allowed only at the wash rack located near the boat launch ramp. **Valid vehicle passes must be displayed at all times. Vehicles must be parked in a registered guests RV site or in a designated parking spot. Vehicles are not allowed to park in empty RV sites at anytime.** Additional vehicles must be registered at the Registration Office and are subject to additional charges. Vehicle passes are not transferable between different cars or guests unless you bring your original pass into the office to get a new one. If you lose your pass, you will need to purchase a new pass. One habitable RV, trailer, or camper per site is allowed. Newport Dunes does not allow RV, trailer, or vehicle storage in our parking lot. Due to fire codes and safety concerns, parking on the blacktop is not allowed. Streets in the RV Park are designated fire lanes. No parking allowed between the two red fire lanes. **Vehicles parked in unauthorized areas, blocking sites, or parked for more than 72 hour will be towed at owner's expense or charged the daily rate for the illegally occupied campsite.** Local Law Enforcement Agency: Newport Beach Police Department 949-644-3742

VISITOR PARKING Each RV site and Cottage comes with ONE free vehicle pass. Guest can purchase additional full day parking passes at the Registration Office. Time stamped parking passes are given out at the gate house. Vehicle passes are not transferable between different cars or guests unless you bring your original pass into the office to get a new one. If you lose your pass, you will need to purchase a new pass.

0-30 minutes	FREE
30 Minutes to 2 Hours	\$15
2 Hours to 4 Hours	\$20
4 Hours to 8 Hours	\$25
8 Hours to 24 Hours	\$30 Lost Parking Ticket \$60

Parking on the 4th of July is \$50 per car.

Local Law Enforcement Agency: Newport Beach Police Department 949-644-3742

GOLF CARTS All golf carts must adhere to traffic rules and be registered with Security. They cannot be operated at night without headlights. Any and all Golf Carts must be QUIET, operated by a licensed driver, and have proper identification tag affixed. **Golf carts are prohibited from parking in parking spots in the RV park, driving on sidewalks, and must adhere to all traffic laws.** Gas powered golf carts cannot be used after 10pm.

OTHER VEHICLES Only street legal vehicles and golf carts are allowed for use on our property. Skateboards, dirt bikes, go-peds, or similar vehicles are not allowed in the park. NO RHINOS, POLARIS RANGERS OR ANY SIMILAR ATV/UTV TYPE VEHICLES ALLOWED (licensed or unlicensed).

ONLY ONE SLEEPING VEHICLE allowed per campsite. Example: only 1 RV/Motorhome, Trailer, 5th Wheel, Tent Trailer, Truck Camper, or any vehicle designed by the factory for camping with beds and hook ups. Newport Dunes requires the use of a sleeping vehicle or tent. **You may not sleep in a passenger car, van, truck bed, or cargo/utility trailer.**

CARGO OR BOX TRAILERS Any flatbed, utility, storage, moving trailers, and boats are not permitted in the RV park. Guest must register their trailers with security when they arrive. Storage fees will apply. Trailer parking on the 4th of July is \$50 per space your trailer occupies. Please call in advance to see if trailer parking is available during your reservation dates.

CAMPFIRES/BBQ's Controlled campfires/BBQ's are allowed on RV sites only. BBQs and Firepits are prohibited on the beach. Campfires must be in a self-contained fire ring only (enclosed bottom and sides). **Please keep fire pits and BBQ's off of grass areas.** Campfires/BBQ's must never be left unattended. Use fire rings and BBQ's at your own risk. You are responsible for any injury or property damage. Newport Dunes Resort assumes no liability for any accidents, injuries or damages incurred.

CHILDREN Families are welcome. Parents or guardians are liable and responsible for the acts and conduct of their children. There is a 10 p.m. curfew for children under 18 years of age. Tree climbing is not permitted. Skateboards, bikes, and in-line skates are not permitted inside any building or pool area. Obey 3 M.P.H. speed limit on the beach promenade for bikes and in-line skates. Skateboards are not allowed on the beach promenade or sidewalks at any time. Children under the age of 18 years must wear a helmet while riding a bicycle.

PETS: Pets are subject to a registration fee which may be paid at the Registration Office. A fee of either, \$2 per day, \$10 per week, or \$30 a month will be charged per pet. Pets must be kept on a leash at all times. No pets are allowed on the beach, pool deck, and in cottages. All animals are to be kept inside at night and are never to be left unattended or allowed to be an annoyance to others at any time. Two pets allowed per site. All pets must be licensed and vaccinations current. You are solely responsible for picking up after your pets. Bags are located along the promenade for your convenience. If your dog causes a disturbance you may be asked to leave the park. NO PITBULL types or mixes, this includes AMERICAN BULLDOGS, AMERICAN BULL TERRIERS, AMERICAN STAFFORDSHIRE TERRIERS, STAFFORDSHIRE BULL TERRIERS, ARGENTINE DOGO/MASTIFF and NO ROTTWEILLERS OR OTHER DOGS WITH AGGRESSIVE OR UNCONTROLLABLE BEHAVIOR! Newport Dunes has sole discretion when any determination regarding pets is necessary. By California law, you are strictly liable for any injuries caused by your pet. An off-leash dog run is located by restroom #21 (see map). While Emotional Support Animals or Comfort Animals are often used as part of a medical treatment plan as therapy animals, they are not considered service animals under the [ADA](#) and remain subject to the pet agreement and non-refundable fee.

NON-SMOKING Newport Dunes endorses a clean, healthy environment. Smoking is strictly prohibited inside any building on property, including all restrooms, offices, meeting facilities, Back Bay Bistro, cottages, pool and Jacuzzi area, and the Market Place. Marijuana is not allowed on property.

MAIL We will receive incoming mail at the Registration Office for registered monthly guests. Deliveries of furniture, tires, fresh produce/food, appliances, car parts, and large boxes will not be accepted. At no time can Newport Dunes serve as a guest's permanent address. Please pick up your mail within 24 hours of delivery. Newport Dunes is not liable for lost mail or packages.

MONTHLY RATES Monthly rates are based on a 30-day stay for two persons and does not include fees for electricity. Maximum stay is 180 nights. Guest must move out of the park for at least 7 nights every 180 nights. Monthly rates are offered in our Deluxe and Standard sections only. Beachfront sites do not qualify for a monthly rate. Management approval is required for extended stays. Guest over the age of 18 must complete a criminal background and eviction check once a year. All monthly guest must fill out and sign a monthly agreement. Proof of registration and insurance are mandatory for monthly stays. Tent camping and cottages do not qualify for a monthly rate. Rent must be paid in full on the 1st of each month. Partial payments will not be accepted.

SITE LOCATION Specific site and cottages numbers are not guaranteed. We will be happy to take your request for specific sites for an extra fee of \$50 per nightly reservation or \$100 per month for monthly reservations.

EVICTON FROM THE RESORT Failure to pay in advance for occupancy or failure to comply with the Rules and Regulations currently in effect is grounds for eviction without refund and refusal of future admittance. Any variation from the above rules and regulations will result in removal of RV or denial of guest return without judicial hearing after the service of a 72-hour notice pursuant to Civil Code section 799.22.

PAYMENT All charges for your stay are due and payable in advance. Daily rates are based on persons (up to a maximum of 6 per site) additional persons are subject to additional charges. Any coupons, discounts, or other offers must be stated at the time a reservation is made and presented upon check-in. We accept MasterCard, Visa, American Express, Discover Card, Money Orders, and most ATM/ Debit cards. Monthly rent must be paid with credit card or money order only. **(Sorry no cash-back transactions are available). There are no refunds for early departures.**

COURTESY: Newport Dunes staff is 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.

DRONES Newport Dunes is in the direct flight path for John Wayne Airport. Personal drone use is prohibited at Newport Dunes and the air space above Newport Dunes property.

BANQUET & CATERING FACILITIES Banquet rooms for up to 150 guests and outdoor beach pavilions, pergolas, cabanas and gazebo for up to 3,000 guests are available for group functions. We offer 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.

BOAT LAUNCH AND WASH RACK If you have a boat, bring it along! We have a seven lane boat launch ramp located at the north end of our property, next to the Back Bay Bistro. A seven lane coin operated wash rack is adjacent to the launch area for RV and boat cleaning (please bring your own hose). A change machine is available for your convenience.

POOL The pool is open from 9am until 9pm. No one under the age of 14 is allowed in the spa without adult supervision. No pets, outside food or alcohol, glass, skateboards, bicycles, scooters, or running on the pool deck allowed. Strollers and wheelchairs are allowed.

BEACH The beach is open to the public and park guests from 8am until 10pm. No glass, alcohol, tents, pets, or motorized vehicles allowed on the beach. Please swim in designated swimming areas only and when lifeguards are on duty. Barbeques, portable fire pits, and any type of cooking grill is prohibited on the beach and grass by the playground. Motorized boats, large inflatable rafts, and swim pads are not allowed in the bay.

MARKET PLACE Located next to the Registration Office and open seven days a week for your shopping convenience: grocery items, snacks, ice, RV supplies, household goods, sundries, clothing, gift items, and much more. Hours are posted at the store.

LAUNDRY FACILITIES Credit/Debit Card operated laundry machines are available for your use on the south side of the pool area. Open daily from 8:00 a.m. to 10:00 p.m. Newport Dunes is not liable for lost or stolen laundry. Please remove your laundry from the washers and dryers as soon as you are done.

BOATS Register your boat with the Main Entrance Gate upon check-in (see posted rates at entrance gate for fees). A designated storage area is located near the boat launch ramp. Boats and boat trailers are not allowed on RV sites. Once your boat is registered, use of the boat launch ramp is included for the duration of your stay in the RV resort.

MARINA Newport Dunes Resort Marina, located at the northwest corner of our property, includes 450 single-loaded boat slips, first-class amenities, 24-hour security, 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. Dry storage for boats is available.

PROVISIONS FOR DISABLED All buildings, restrooms, the beach promenade, and the Back Bay Bistro are wheelchair accessible. We have two wheelchair accessible cottages.

RESTROOMS Four large tiled restrooms with hot showers are located along Bluff Drive in the RV 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 are prohibited from the restrooms.

PLEASE LOCK YOUR VALUABLES AND BICYCLES Unattended bicycles should be locked at all times. Protect your valuables. Lock unattended camping equipment in your vehicle whenever possible.

LOST AND FOUND is located in the Registration Office.

WI-FI INTERNET Please contact the Front Desk for the Wi-Fi password. Please read our terms and conditions on our website. 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.

CONDUCT Actions by any person of any nature which may be dangerous or may create a health and safety problem or disturb others are not permitted. This includes, but is not limited to, any unusual, disturbing or excessive noise, intoxication, quarreling, threatening, fighting, immoral or 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 arrow, BB guns, knives, swords, batons, fireworks, explosives, mace, pepper spray, electric "tasers" and guns is expressly forbidden. Persons under the influence of alcohol or any other substance shall not be permitted in any common area or other area of the Park which is generally open to RVers and their guests.

The violation of any law or ordinance of the city, county, state or federal government will not be tolerated. No acts or demeanor shall be permitted which would place the Park Management in violation of any law or ordinance.

RVer is responsible for the actions and conduct of all other occupants of RVer's Recreational Vehicle and for the actions and conduct of RVer's Guests and invitees. Such responsibility shall include, but not be limited to, financial responsibility for any breakage, destruction, or vandalism of the Park's recreational facilities and common areas.

PHOTOGRAPHS, RECORDINGS, AND PUBLIC RIGHTS You may appear in audio, visual, and/or audiovisual media recordings and images of Terra Vista Management/Newport Dunes Waterfront Resort & Marina and related promotional or documentary materials by Newport Dunes and Terra Vista Management. You agree to your appearance and the appearance of your children in such recordings, images and materials, and you waive any publicity rights or other rights you may have in such recordings, images and materials. You consent to the use of such recordings, image and materials by promoters for any purpose without any compensation to you. Those uses may include without limitation transcription, modification, reproduction, public display, printing, uploading to websites, distribution, broadcast, and transmission in any form. You release promoters from, any waive any claims related to the making and/or use of any such images, recordings and materials.

SOLICITATION POLICY: Solicitation is strictly prohibited at Newport Dunes Waterfront Resort & Marina. The following activities are not allowed: the sale of goods or services or the display of goods or services for sale, the distribution of printed or recorded materials of any kind, engaging with other guests or impeding the operation while posing as an employee, staff or authorized personnel. Unauthorized event and demonstrations or usage of flags and banners for commercial purposes to incite a crowd, photography, videotaping or recording of any kind for commercial purposes is not allowed.

Management reserves all rights to amend, revise, and add to these rules and regulations at any time. Determinations made in enforcing or interpreting these rules and regulations are the sole discretion of management.

**PLEASE ATTACH COPY OF CURRENT RV OR
TRAILER REGISTRATION AND INSURANCE**