

Tenant(s)' Name(s): _____
RV Site: _____
Reservation No.: _____
Arrival Date: _____



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's 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 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 in enforcing or interpreting these Extended Stay Rules and Regulations are to be made in the sole and absolute discretion of Resort. Thank you for your cooperation.

1. **RV Monthly Rates:** Monthly rates for Tenant(s) staying more than thirty (30) consecutive nights at Resort are offered for RV sites only. Rates are based on a maximum of two (2) persons per RV site. An additional payment per person per month must be paid to add additional extended stay occupants to an RV site, provided that no more than four (4) persons total may occupy an RV site for extended stay (all of whom must be listed on Tenant(s)' Application or registered with Resort). **Tents are not allowed on any Extended Stay RV site at any time, NO EXCEPTIONS.** Monthly rates must be paid in full, in advance. Any portion of an extended stay that is less than a full month will be prorated at the then applicable monthly rates and also must be paid in advance. Monthly rates are not offered for any tent camping.

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

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3. **Maximum Reservation Periods:** Extended Stay Tenant(s) will be able to remain in an RV site at Resort no more than the Applicable Permitted Period as defined below. Any holdover beyond that time frame is prohibited and will be considered unlawful.

"Applicable Permitted Period" means:

- (i) During the period of **July 1 through September 7**, the maximum period of stay for Tenant(s) shall be twenty-one (21) consecutive nights (i.e., Tenant(s) must check out by noon on the day immediately

following their twenty-first (21st) consecutive night of stay and must wait at least twenty-four (24) hours before returning under a separate reservation); and

- (ii) During each period of **September 8 through June 30**, the maximum period of stay for Tenant(s) shall be eighty-nine (89) consecutive nights (i.e., Tenant(s) must check out by noon on the day immediately following their eighty-ninth (89th) consecutive night of stay and must wait at least twenty-four (24) hours before returning under a separate reservation).

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- 4. **No Residency:** In no event, and under no circumstances, shall any Tenant's stay at Resort be long enough for such Tenant 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. Occupancy under these Extended Stay Rules is for temporary use only and further does not create a residential tenancy under the Mobilehome Residency Law (CA Civil Code §§ 798, et seq.).

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- 5. **Vacating Resort/Future Reservations:** After each Applicable Permitted Period, Tenant(s), Tenant(s)' guests, Tenant(s)' pets, and Tenant(s)' RV and other vehicles must vacate Resort for a period of time ("Period Out"), which period of time must be at least twenty-four (24) hours (the "Minimum Period Out"), before returning under a new reservation.

- (i) All personal property of Tenant(s) must be removed from Resort during their Period Out (as if no one was ever there). Any personal property left at Resort during their Period Out (other than boats or other trailers separately stored at Resort, in each case pursuant to separate agreements at Resort's then applicable rates) will be disposed of.
- (ii) During a Period Out, Tenant(s) may store their RVs in dry storage at Resort pursuant to a separate contract at then applicable rates. Resort does not allow Tenant(s) or Tenant(s)' guests to store their RVs or other vehicles overnight in parking lots at Resort (including, without limitation, overnight at any public parking lot(s) located at Resort) during their Period Out or otherwise. In addition, Tenant(s) may not store their RVs or vehicles overnight in the public parking lot(s) located at Mission Bay RV Resort. Failure to comply with Resort's Rules may be grounds for eviction (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" or "DNR" 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 applicable law.
- (iii) After completion of the Minimum Period Out, Tenant(s) may be eligible for a subsequent stay, subject to site availability (as determined by Resort in its sole and absolute discretion) and a valid reservation, compliance with the Applicable Permitted Period for the subsequent stay, submission of new reservation documentation (including a new Tenant Screening and Tenant Screening Fee, if required by Resort depending on the length of the Period Out), and approval by Resort. There are NO exceptions to this.
- (iv) 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. Failure to provide a return date to the Front Desk could result in cancellation of a future reservation.

- (v) Upon returning for any new reservation, Tenant(s) shall be deemed “Occupants” for purposes of applicable transient occupancy tax and shall be subject to such tax as required by the City of San Diego during the first month of the stay of each reservation. Tenant(s) are responsible for payment of all applicable transient occupancy taxes to Resort, together with the first month’s rent, at the commencement of each new reservation.

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6. **RVs:** “RV” has the meaning given in the RV Standards and Policies.

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7. **Mail:** Except as described hereinbelow for packages, mail service is not available for Tenants at Resort. Please arrange to receive mail at an alternate mailing address or P.O. Box. Any mail received will be returned to sender. Resort currently accepts packages for Tenant(s) solely as a courtesy during their stay; however, such service is provided on a limited basis and is not guaranteed. Due to limited office storage capacity and staffing, Resort strictly limits package acceptance services and may refuse or discontinue acceptance at any time.

- (i) Resort reserves the right to refuse delivery of any oversized package that Resort determines, in its sole and absolute discretion, is too big to be kept at the Administrative Office or weighs over 50 lbs.
- (ii) Packages can be picked up at Resort’s Administrative Desk when open. Resort’s Administrative Office may not always be open to accept delivery of packages or for Tenant(s) to pick up delivered packages. The hours of Resort’s Administrative Desk are subject to change from time to time. Tenant(s) are responsible for confirming the Administrative Desk’s hours in order to timely pick up packages.
- (iii) All packages, including without limitation, Amazon packages, delivered when Tenant(s) are no longer staying at Resort under a valid extended stay reservation (e.g. has checked out) will be deemed abandoned, will be placed in lost and found, and will be subject to the rules at Resort that govern lost and found items. Similarly, if any package is not picked up from Resort’s Administrative Desk within ten (10) calendar days after delivery, Resort will charge a storage fee of \$5 per day. Any packages not picked after a total of thirty (30) calendar days will be deemed abandoned, will be placed in lost and found, and will be subject to Resort’s rules that govern lost and found items.
- (iv) Notwithstanding the foregoing, deliveries of furniture, tires, fresh produce/food, appliances, car parts, and boxes that weigh over 50 lbs are prohibited, and Resort’s policy is to refuse delivery.
- (v) Resort is not liable for lost or damaged packages.
- (vi) Receipt of packages at Resort does not constitute establishment of residency or tenancy.

(vii) Resort reserves the right, in its sole and absolute discretion, to modify, restrict, or discontinue this policy at any time without notice.

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8. **Parking:** Available parking at Resort is limited. Guest parking for Tenant(s)' guests is subject to availability, as determined by Resort in its sole and absolute discretion. See Resort Rules and Regulations for more information on parking.

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9. **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 nights, 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) have received and reviewed, and will comply (and will cause all Tenant(s)' Guests to comply) with all Resort Rules.

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10. **Violations:** The first 30 nights of Tenant(s)' stay is a probational period. Failure to pay rent timely and/or failure to comply with Resort's Rules may be grounds, in Resort's sole and absolute discretion, for an increase in the 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 or any 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 applicable law.

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11. **Privacy Policy:** Resort's privacy policy is available on its website at <https://www.missionbayrvresort.com/privacy-policy/>. Direct any inquiries on personal information to privacy@terrav.com.

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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.

[SIGNATURE PAGE FOLLOWS]

THE UNDERSIGNED ACKNOWLEDGE THAT THEY HAVE READ, UNDERSTOOD, AND AGREE TO BE BOUND BY ALL EXTENDED STAY RULES AND REGULATIONS.

SIGNATURES & DATES:

Tenant Signature: _____
Print Name: _____

Date: _____

If more than one Tenant, please sign below:

Tenant Signature: _____
Print Name: _____

Date: _____