



RESORT RULES & REGULATIONS

Please help us to ensure that your stay is safe and comfortable by complying with the following Resort Rules & Regulations. The spirit behind these rules and regulations is in the Golden Rule: “Do unto others as you would have others do unto you.” We trust we will have your complete cooperation not only to keep Resort’s standards high and to maintain a happy and friendly atmosphere, but also to assure each user a maximum of convenience and comfort.

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 or tent campsite, 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 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 in enforcing or interpreting these Resort Rules & Regulations are to be made in the sole and absolute discretion of Resort. 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 MISSION BAY RV RESORT owned by NORTHEAST MB, LLC (“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, death 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, lessor(s), sublessors(s) and successors and assigns (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 as if set forth fully herein. Recreational facilities and swimming pool rules may be changed or revised at any time and from time to 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, and/or losses related to use of Resort or its facilities.

2. **RECREATIONAL VEHICLES ("RVs"):** All incoming RVs must be pre-approved by Resort and meet the requirements set out in Resort's RV Standards and Policies, which are incorporated herein by this reference. The Resort reserves the right, in its sole and absolute discretion, to make exceptions to these requirements on a case-by-case basis. Any RV that is not approved or that does not meet applicable requirements may be denied entry to Resort property and/or its RV sites.
3. **SITE LOCATION:** Resort determines, in its sole and absolute discretion, which sites are available for RV camping and which sites are available for tent camping. Some sites may be designated by Resort as available for either RV or tent camping. Specific RV sites and tent campsites are not guaranteed. Camper(s) can reserve an RV site or tent campsite, subject to availability as determined by Resort in its sole and absolute discretion, and if Camper(s) pay a site selection fee at the time the reservation is made. See Resort's website for applicable site selection fees. The site selection fee is a stand-alone fee and is not applied towards rent or any other charges. 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 CAMPSITES:** Resort reserves the right to require Camper(s) and Camper(s)' guests to relocate to another RV site or tent campsite, as applicable, if the assigned RV site or tent campsite experiences operational, maintenance, utility, safety, or infrastructure issues, including but not limited to electrical, water, sewer, drainage, or access problems. Whenever reasonably possible, management will notify Camper(s) in advance and coordinate the relocation to minimize disruption. Camper(s) agree to cooperate with reasonable relocation requests made for the safety, maintenance, or efficient operation of the park. Without limiting the foregoing, Resort may require Camper(s) and Camper(s)' guests to move from one RV site or tent campsite, as applicable, to another RV site or tent campsite if an imminent danger is present as determined by Resort as provided in California Civil Code §1867.
5. **OCCUPANCY:** Subject to applicable fair housing and state occupancy standards:

- **Extended Stays (more than 30 consecutive nights):** Maximum of four (4) persons per RV site for overnight stays.
- **Transient Stays (30 consecutive nights or fewer):** Maximum of four (4) persons per RV site for overnight stays, with the option to add additional overnight occupants—up to a maximum of six (6) persons total—upon payment of applicable additional per-person fees as published on Resort’s website. Resort reserves all rights to change these fees, with any such changes to become effective upon publication on Resort’s website.
- **Tent Campsites:** Maximum of four (4) persons per tent campsite for overnight stays, with no more than two (2) tents per campsite.

All occupants are counted toward the maximum occupancy, regardless of age.

Social gatherings may occur at RV sites and tent campsites provided that the overnight occupancy limits are not exceeded and provided further that at no time may more than eight (8) persons total be present on any RV site or tent campsite. For any desired larger social gatherings, contact Reservations at the Front Desk to determine if the clubhouse or any other locations are available, timeslots, and applicable pricing.

All Camper(s)’ guests must vacate Resort by 10 p.m. or register at the Front Desk before 8 p.m. for an overnight stay with a registered Camper subject, in all cases, to the maximum occupancy rules and to the applicable fees for additional occupants.

6. **CHECK-IN TIME: 2:00 P.M.** If you arrive after 10 p.m., you must restrict noise. You may be allowed to do a basic hookup on your RV site and set up camp at your tent campsite. For some RV sites or rigs, however, you may not be allowed on the RV Site until 8 a.m. the following morning. This determination is made by Resort in its sole and absolute discretion. If you are restricted from setting up camp in your RV site due to late arrival, Resort will try to provide alternate (no hookup) parking, if available as determined by Resort in its sole and absolute discretion, but there is no guaranty that there will be availability. No credit or adjustment will be made in the rental amount owed due to any late arrival (and any restricted access to an RV site due to late arrival) regardless of the reason.
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 Front Desk.
8. **CHECKOUT TIME: 12:00 P.M.** Resort may grant late check-outs (subject to payment of a late check out fee) for an RV site or tent campsite, based on availability, as determined by Resort in its sole and absolute discretion, and subject to other incoming reservations. Any late checkout must be pre-arranged and pre-paid through the Front Desk before 10 a.m. on the date of check out. All of Camper’s and Camper(s)’ guests’ personal property must be removed upon leaving an RV site or tent campsite. Any Camper(s) 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 or tent campsite for another reservation. There are no refunds for early departures by Camper(s) staying 30 consecutive nights or less (voluntary or involuntary). Extended Stay Tenant(s) (with a reservation for more than 30 consecutive nights) at an RV site may depart early subject to providing 30 days’ prior written notice.
9. **QUIET HOURS:** Quiet hours are from **10 p.m. – 8 a.m.** every day of the week. 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 at any RV site or tent campsite. Your cooperation is appreciated. Please be courteous to other guests around you. Inconsiderate Camper(s) and/or Camper(s)’ guests will be asked to leave.

10. **USE PROHIBITED:** Except as otherwise set forth hereinbelow, Camper(s)' RV and RV site and all tent campsites shall be used only for private vacation and recreational purposes, and no business or commercial activity of any nature shall be conducted thereon. Remote work or work-from-home activities are permitted, provided such activities are conducted entirely online and do not involve client or customer visits, employees or contractors reporting to the site, in-person meetings at the site, signage, inventory, or the sale or distribution of goods or services from the site. Under no circumstances may any Camper(s) use Resort's address for business purposes. Camper(s) acknowledge(s) that occupancy is for temporary use only, does not create a residential tenancy, and is governed by California Civil Code §§ 799.20 – 799.79 applicable to recreational vehicle parks. Camper(s) shall not violate any applicable laws while staying at Resort.
11. **COURTESY:** Resort staff are committed to providing courteous, respectful, and professional service to all patrons. In turn, all Camper(s), Camper(s) guests, and other visitors or patrons are required to treat Resort staff and other persons with courtesy and respect at all times. Any use of profanity, abusive or disruptive language or conduct, threats, intimidation, harassment, or any form of verbal or physical aggression toward Resort staff or other persons at Resort will not be tolerated under any circumstances and may result in immediate action, including removal from Resort property without prior notice, cancellation of any existing or future reservations and no future admittance at Resort and commonly managed resorts. Resort reserves the right, in its sole and absolute discretion, to refuse service to any person or to revoke or terminate access to Resort at any time.
12. **SOUND/MUSIC:** Any outdoor amplified sound may require a city permit and must be prearranged with and expressly approved by Resort in advance. Approval is not guaranteed and may be granted or denied in Resort's sole and absolute discretion. Any approved use of outdoor amplified sound may be subject to applicable fees and any additional conditions imposed by Resort or applicable governmental authorities. 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 and tent campsites, 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. *Use of headphones or earbuds are required to enjoy music when driving golf carts, walking, biking, skateboarding, or otherwise moving around or through other campers' RV sites, tent campsites, 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.
13. **SECURITY:** Resort rangers are here to provide assistance 24 hours a day. They patrol 24-hours a day by bicycle, by golf cart, and on foot. Camper(s), Camper(s) guests, and other visitors or patrons are required to treat Resort rangers with courtesy, dignity and respect at all times. Resort rangers may be reached by calling **858-203-5600** or by contacting a security booth at Resort. Resort rangers are vested with the right and authority to enforce all Resort Rules.
- **IN CASE OF EMERGENCY, CALL 911, AND THEN REPORT THE EMERGENCY TO A RESORT RANGER.** If at any time a Camper (and/or any Camper(s)' guest) feels threatened or in danger, they should immediately **call 911**, and then notify a Resort ranger.

- Please report any security problems with your RV site or tent campsite immediately to the Front Desk and to a Resort ranger and/or the security booth at Resort. 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 Front Desk when open or, if not open, with a Resort ranger or at the security booth at Resort.
- Resort complies with, and requires all Camper(s) and Camper(s)' guests to comply with, all applicable laws on Resort property.
- Keep your valuables locked up. RESORT IS NOT A SECURE FACILITY. 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. Lock unattended camping equipment in your vehicle whenever possible.
- AT ALL TIMES, CAMPER(S) ARE RESPONSIBLE FOR THEIR OWN (AND CAMPER'S GUEST(S)') PROPERTY AND SAFETY. Resort is not responsible for lost, stolen, or damaged articles. RESORT RANGERS ARE NOT THE POLICE. PROTECT YOURSELF, YOUR GUESTS AND ALL YOUR VALUABLES AT ALL TIMES.
- **PLEASE LOCK YOUR BIKES AND DO NOT LEAVE KEYS IN IGNITION!** 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, golf carts, or e-bikes. Resort is not responsible for any supplies, equipment or property lost, stolen or left unattended on Resort property.

14. SURVEILLANCE WARNING: Security cameras are in use in public and common areas of Resort (excluding restrooms). This may include, for example and not by way of limitation, the security booths, the Front Desk, storage areas, any maintenance building, the administration office, the swimming pool and spa areas, the RV sites, tent campsites 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 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 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, **ALWAYS CARRY AND USE A FLASHLIGHT AFTER DARK**, and please return to your RV site or tent campsite by quiet hours.

16. ACCESSORY EQUIPMENT, APPLIANCES AND STRUCTURES: PLEASE KEEP YOUR RV SITE OR TENT CAMPSITE CLEAN. Storage sheds, storage bins, and electrical appliances are not allowed outside of an RV or tent. 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 or tent campsite and there shall be no encroaching on any adjacent RV sites or tent campsites. 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 RV sites and

tent campsites will not be tolerated. We work hard to maintain a beautiful environment; please help us keep it that way.

17. **TENTS:** Subject to availability (as determined by Resort in its sole and absolute discretion), and at the established rates for tent camping per night or week, tent campers may camp in a tent at any campsite that is designated by Resort for tent camping. Tents mounted to the top of vehicles and trucks are treated as tents. Pop-up style trailers are considered RVs.

- **Transient Camper(s) (30 consecutive nights or fewer) with an RV may also have up to one (1) tent at their campsite. Extended Stay Camper(s) (more than 30 consecutive nights) must stay in an RV and may not have any tents on their campsite at any time; NO EXCEPTIONS.**
- For Camper(s) camping in tent(s), the total maximum stay is 14 consecutive nights in any six (6)-month period.
- Tent camping does not qualify for a monthly rate.
- Tents may not be staked to the asphalt and must be freestanding and secured firmly to the ground. No tents on grass areas. The sprinkler system will come on during the night in all grass areas. Tarps may not be used as tents.
- . The upper boundary of a campsite when used for tent camping is thirteen (13) feet from ground level. The rental of a campsite for tent camping does not include any right or easement for light or view or to erect anything higher than thirteen (13) feet from ground level. You may not sleep in the open under the stars or in a passenger vehicle, utility trailer or truck bed (without an installed tent). Pop-up style trailers are considered RVs and must be located on a campsite designated by Resort for RV camping.

18. **SHADE CABANAS.** Shade cabanas or California rooms may be used for shade purposes only. They CANNOT be used for sleeping, storage, or extra living space, and are NOT permitted on the grass.

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. The City of San Diego does not allow children under 12 years old to ride an E-bike. Only pedal bikes are allowed for children under 12. See [Ordinance O-2026-142](#) for this rule and other rules related to use of E-bikes and E-motorcycles, including helmet laws, in San Diego. Resort is not liable for injuries or property damage resulting from use of Wheeled Transport except as required by law. 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.***

GOLF CARTS AND OTHER RECREATIONAL LAND VEHICLES: No gas-powered golf carts or other gas-powered recreational land vehicles (other than passenger vehicles) are permitted at Resort. All golf carts and other recreational land vehicles must be registered with Resort at the Front Desk and must display a valid pass. Golf carts must be QUIET with no smoke or exhaust, have a manufacturer’s identification tag affixed, and cannot be operated at night without headlights. Electric golf carts or other electric-powered recreational

vehicles must be shut down and cannot be operated between the hours of **10 p.m. and 8 a.m.** Drivers of golf carts and street-legal vehicles must have a valid driver's license (and must carry a valid copy with them while driving at Resort) and appropriate insurance for the vehicle and its operation.

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).
- PEDAL ASSIST BIKES CAPABLE OF EXCEEDING 30 MPH.
- 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 RECREATIONAL VEHICLES, INCLUDING GOLF CARTS, GO-PEDS, SCOOTERS, BICYCLES OR SKATEBOARDS.
- GAS-POWERED REMOTE-CONTROL TOYS, CARS OR TRUCKS.

Notwithstanding the foregoing, Wheeled Transport that is otherwise prohibited from operation within Resort property may, if street-legal, be used solely for the purpose of exiting Resort property and commuting to and from work or other off-Resort uses, and for returning to Resort property for storage.

STAY ON ROADS AND OFF SIDEWALKS: All Wheeled Transport can be ridden on asphalt roads ONLY and not on sidewalks, walkways, or curbs.

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. Failure to comply with posted speed limits may result in immediate suspension of Wheeled Transport privileges. Please be extremely cautious about driving anywhere in Resort.

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 driving, riding or skating requires a forward projecting light and rear reflectors. All guests operating Wheeled Transport must abide by all applicable laws and regulations.

NO SOLICITATION: No commercial solicitation signage or banner may be posted on any wheeled-transport used within Resort. Failure to comply with this policy (such as by removing or covering the signage/banner) will result in the Camper being required to remove the Wheeled Transport from Resort.

FAILURE TO COMPLY: 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, in Resort's sole and absolute discretion, 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.

20. PARKING FOR CAMPER(S) AND CAMPER(S)' GUESTS:

Available parking at Resort is limited.

Each RV site includes two (2) free parking passes: One (1) for the RV and one (1) for a passenger vehicle. Each tent campsite includes two (2) free parking passes for two (2) passenger vehicles.

For RV sites, up to one (1) additional passenger vehicle and up to one (1) golf cart can each qualify for a parking pass if there is space on the RV Site to park the additional vehicle and golf cart, subject to payment of an additional fee for each additional parking pass. See Resort's website for the rates applicable per extra parking pass for transient Camper(s) (30 consecutive nights or less) and for extended stay Camper(s) (more than 30 consecutive nights).

Guest parking for Camper(s)' guests is subject to availability, as determined by Resort in its sole and absolute discretion. There is no guaranty that any guest parking will be available at any given time.

All vehicles, motorcycles, and golf carts must be registered at the Front Desk. All vehicles and golf carts (but not motorcycles) in Resort must have a valid parking pass which must be visibly displayed at all times on the dashboard or rearview mirror. Passes are not transferable between different vehicles, golf carts or persons.

All vehicles, motorcycles and golf carts must be parked only in assigned or designated parking areas. Parking in unoccupied RV sites is strictly prohibited. Lost parking passes may need to 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 other RV sites or parked over 24 hours without an overnight parking pass may be towed at owner's expense or charged the nightly site rate, at Resort's sole and absolute discretion. For towed vehicles contact: Local Law Enforcement Agency: San Diego Police Department (858) 495-4747. Vehicles may be towed in accordance with Vehicle Code § 22658.

21. **PUBLIC PARKING:** Resort is located on property leased from the City of San Diego within Mission Bay Park and lies within the California coastal zone. The public has free access to the adjacent public beach and waterfront and associated amenities and to complimentary parking in designated public parking spaces, which are subject to the City's parking regulations. **Designated public parking is NOT available for parking by Camper(s) or Camper(s)' guests visiting Camper(s) at any time and may be subject to towing by local traffic enforcement.** Camper(s) and Camper(s)' guests may not park overnight in public parking areas at Resort or at the commonly managed Campland on the Bay® which is adjacent to Resort (including, without limitation, after checking out and/or during any "Period Out" as defined under the Extended Stay Rules and Regulations). A violation of this rule may result in immediate 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.

22. **WASHING OF RVs, VEHICLES AND BOATS:** Washing of RVs or other vehicles or boats is NOT permitted at RV sites, tent campsites, on any grass area, on the pavement, or in any parking lot except for any Resort approved detailing and washing vendors in designated locations.
23. **TRAILERS AND BOATS:** Any flatbed, utility, storage, moving, cargo, box trailers, and/or boat trailers and boats are not permitted on RV sites without Resort's approval in its sole and absolute discretion. Camper(s) and Camper(s)' Guest(s) must register their trailers and boats for temporary parking with the Front Desk when they arrive and storage is subject to availability and is not guaranteed. Please call the Front Office in advance to see what parking, if any, is available during your reservation dates. Subject to availability, as determined by Resort in its sole and absolute discretion, a fee per day per parking space that your trailer or boat occupies will be charged when you register. Monthly rates may be available upon request; ask the Front desk. Please do not block or occupy any RV site other than the one you rented. If you have parking problems, contact a Resort ranger or the Front Office. **Trailers and/or Boats parked in unauthorized areas or blocking RV sites will be towed at the owner's expense or charged the nightly rate for the illegally occupied RV site.** For towed vehicles contact: Local Law Enforcement Agency: San Diego Police Department (858) 495-4747. Vehicles may be towed in accordance with Vehicle Code § 22658.
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 in Resort's sole and absolute discretion. There may be a fine per day for trailers that are pulled into a back-in site without prior Resort approval.
26. **LONG-TERM STORAGE:** Subject to availability (as determined by Resort in its sole and absolute discretion), dry storage for RVs, trailers, and/or boats may be available in the long-term storage lot at Resort for periods of over 3 months. Please contact the storage coordinator for availability and rates generally between the hours of 9:00 am and 5:00 pm Wednesday through Sunday at 858-581-4223.
27. **BOATS:** Boats and boat trailers are not permitted on campsites. Although Resort does not have a boat launch ramp or a marina, a boat launch ramp and marina (as well as boat storage) are located at Campland on the Bay®, a commonly managed property adjacent to Resort. Subject to availability as determined by Campland on the Bay® in its sole and absolute discretion and subject to entering into applicable contracts, paying applicable fees, and complying with applicable rules and regulations posted or adopted by Campland on the Bay®, Camper(s) at Resort may be permitted to launch or moor their boats at Campland on the Bay®. Please contact the Marina at Campland on the Bay® at (858) 581-4224 in advance to see what is available during your reservation dates and for applicable fees, rules and other requirements.
28. **SAFETY:** To help ensure a safe and enjoyable environment, all individuals, regardless of age, must comply with these Resort Rules and Regulations and all other posted safety rules. Parents, guardians, or other supervising adults may be held liable for any damage or conduct that violates these Resort Rules and Regulations or other posted safety rules. For safety reasons, climbing on trees or structures is strictly prohibited.

29. **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.* Service animals are allowed in locations that are not open to pets such as the beach and the pool area. See the Resort’s separate policy on service animals and ESAs available on Resort’s website and at the Front Desk.
30. **PETS:** “Pets” refer to domestic cats and domestic dogs only, absent prior Resort approval in Resort’s sole and absolute discretion. Please see Resort’s [Pet Policies](#) on Resort’s website which are incorporated into these Resort Rules and Regulations by this reference.

Allowed Number and Registration. For Camper(s) staying 30 consecutive nights or less, the maximum number of pets per RV site or tent campsite is three (3). For Camper(s) staying more than 30 consecutive nights, the maximum number of pets per RV site is two (2). All pets must be registered with Resort. All pets must be approved by Resort and are subject to Resort’s breed restrictions (set forth below). Resort 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.

Breed Restrictions: Prohibited breeds are 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.

Fees. Pets are subject to a charge of \$5 per pet per night for Camper(s) staying 30 consecutive nights or less and \$50 per pet per month for Camper(s) staying more than 30 consecutive nights.

Leashes. Pets must be on a leash no longer than 6 feet at all times outside, including retractable leashes, unless you are with your dog in one of the two (2) designated off-leash dog runs at Resort (one located next to Laundry and marked as PET STOP on the Resort map and the other located on the west side of Suth Section and marked as PET AREA on the Resort map), where dogs may be taken at Camper(s)’ own risk.

Pet-Restricted Areas. Please use the designated “Dog Walk” areas. 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 and impounded at Camper’s sole expense.

Compliance with Laws. All pets must comply with applicable city and county animal control ordinances.

Resort Authority. Resort has sole and final authority in making any pet-related determinations, including any exceptions.

31. **HEALTH AND CONDUCT OF ALL ANIMALS:** All pets, service animals, animals in training to become service animals, and emotional support animals (“ESAs”) approved as a reasonable accommodation must be properly licensed and vaccinated for rabies in accordance with applicable state and local law. All animals must be under the control of their owner or handler at all times and must not exhibit aggressive, threatening, or disruptive behavior. Consistent with the Americans with Disabilities Act and California’s Fair Employment

and Housing Act, a service animal shall be considered “under control” when it is harnessed, leashed, or tethered, unless the handler’s disability prevents the use of such devices or their use would interfere with the service animal’s safe, effective performance of work or tasks. In those circumstances, the service animal must be otherwise under the handler’s control through voice, signal, or other effective means. Nothing in this Section is intended to impose requirements inconsistent with applicable law governing service animals or reasonable accommodations. However, subject to compliance with any applicable laws, Resort may require the removal of any animal, including a service animal or ESA, if: (i) the animal is out of control and the handler does not take effective action to control it; (ii) the animal poses a direct threat to the health or safety of others; or (iii) the animal causes substantial physical damage or injury to property or persons.

All owners and handlers of pets, service animals, animals in training to become service animals, and ESAs (i) must promptly clean up and properly dispose of animal waste, and (ii) remain strictly liable for any injury, damage, or disturbance caused by their animals. Resort is not responsible for injuries or damages caused by pets, service animals, animals in training to become service animals, or ESAs in Resort.

32. **BBQs:** BBQs, smokers and similar equipment (each a “BBQ” and collectively, “BBQs”) are allowed only at RV sites and tent campsites, provided such BBQs are elevated above ground-level and are not placed directly on the grass or on any picnic tables. BBQs are prohibited elsewhere at Resort, including, without limitation, on the beach and in parking lots. BBQs must never be left unattended and must be 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.
33. **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 and portable fire pits that are self-contained and at least 6 inches off the ground. 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. No fire rings or portable fire pits are allowed on asphalt or grass or picnic tables. Dispose of hot charcoal briquettes or ashes in hot coal containers located throughout the park. Do not use trash containers for this purpose. Do not stack fire rings or remove them from other RV Sites or tent campsites. Stacking pallets for bonfires is prohibited. Camper(s) are solely responsible for ensuring Camper(s) 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. **Fire Extinguishers** are located throughout the Resort, as noted on the Resort Map in the Resort Services Directory.
34. **FIREWORKS AND FIREARMS:** Fireworks and firearms of any kind are strictly PROHIBITED at Resort.
35. **NON-SMOKING AREAS:** To support a clean and healthy environment, smoking and vaping (including marijuana) is strictly prohibited in all areas at Resort other than: (A) a Camper(s)’ individual RV site or tent campsite, and only if it does not disturb others or create a nuisance, and (B) any designated areas at the pool. Smoking and vaping are prohibited at the beach.
36. **ALCOHOL AND INTOXICATING SUBSTANCES (INCLUDING MARIJUANA):** Consumption of alcohol is not permitted at Resort except (i) at event locations at Resort, if catered, sold, and supervised by Resort personnel, or (ii) at individual RV sites and tent campsites. 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 or in parking lots. Operation of any motor vehicle or other device while under the influence is prohibited by law and strictly enforced.

37. **DRONES:** Personal drone use is prohibited at Resort and in the air space above Resort property.

38. **POOL:** The pool and spa are open to Camper(s) and accompanied Camper(s)' guests. Rules for the pool and spa are posted at the pool and may be changed by Resort from time to time upon posting such changed rules. No lifeguards are on duty at the pool. 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 (other than in designated areas), 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.

39. **WATERFRONT/BEACH:** De Anza Cove public beach is located just outside the gate at Resort and is open year-round to the public and to Camper(s) for recreation.

NO LIFEGUARDS ARE ON DUTY AT THE BEACH.

CAMPERS AND GUESTS USING THE WATERFRONT AND BEACH DO SO AT THEIR OWN RISK, FULLY ASSUMING THE RISKS; AND RESORT HAS NO LIABILITY FOR ANY INJURY OR DAMAGE ARISING FROM THE ACCESS OR USE OF THOSE AREAS.

CAMPER(S) AND CAMPER(S)' GUESTS SHOULD USE AUTHORIZED PATHWAYS. CERTAIN AREAS OUTSIDE THE AUTHORIZED PATHWAYS MAY CONTAIN DIFFICULT OR DANGEROUS TERRAIN, UNEVEN GROUND, ROCKS, HOLES, RUTS AND DEBRIS, AND APPROPRIATE FOOTWEAR AND CAUTION SHOULD BE USED.

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 for City-provided, fixed fire rings located on the beach).

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 Resort. Resort is not responsible for damaged, lost, or stolen items left on the beach.

40. **INTENTIONALLY OMITTED.**

41. **LAUNDRY FACILITIES:** Laundry machines are available for use as shown on the Resort map. 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.
42. **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 many ADA accessible RV sites and tent campsites, and ADA restroom stalls and ADA showers, as indicated on Resort's map, and subject to availability portable accessible restrooms can be placed on or near your RV site or tent campsite upon request (see "Helpful Information" in the Resort Services Directory). All guest-related offices, such as registration and administration/receptionist, are ADA 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 Front Desk. Resort's reasonable accommodation policy is available on Resort's website and at the Front Desk upon request.
43. **RESTROOMS:** Pets are prohibited in the restrooms.
44. **NO REPAIRS:** No 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, 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. Resort bulletin boards may be used by Camper(s) to sell a specific item (on a one-off basis and not as part of a continuing commercial enterprise) provided they advertise the item for no more than seven (7) days on the bulletin boards.
45. **LOST AND FOUND:** Lost and found is located at the security booth at Resort. Resort will make a reasonable attempt to locate the owners of items turned into 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 or discarded, at Resort's election in its sole and absolute discretion.
46. **WI-FI INTERNET/HDTV PROGRAMMING:** Wi-Fi service is provided as a courtesy to Camper(s) and Camper(s)' guests and is subject to availability (as determined by Resort in its sole and absolute discretion). The Wi-Fi password is normally supplied at check-in. But contact the Front Desk if you need the Wi-Fi password. Please read Resort's terms and conditions on Resort's website. <https://www.missionbayrvresort.com/wifi-terms-and-conditions/>. Use of the Wi-Fi is conditioned upon Camper(s) and Camper(s)' Guests agreeing to and abiding by the Wi-Fi Terms & Conditions of Use when logging in to the Wi-Fi. Resort's Wi-Fi is designed for basic browsing only. It will not work with smart TVs or for streaming videos except in the north section of Resort which offers strong Wi-Fi for streaming. 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. Any provided HDTV Programming is subject to certain copyright agreements and other restrictions. Camper(s) and Camper(s)' guests are prohibited from taping or copying HDTV Programming for the purpose of retransmitting or otherwise re-distributing such content.

- 47. PHOTOGRAPHS, RECORDINGS, AND PUBLIC RIGHTS:** By entering Resort, 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 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.
- 48. USE OF AMENITIES AT CAMPLAND; ASSUMPTION OF RISK:** Camper(s) may use all amenities available to camper(s) at Campland on the Bay®, which is adjacent to Resort and is under common property management, subject to compliance with all Resort Rules applicable to Campland on the Bay® and all posted rules and availability. Camper(s) and Camper(s)' guests use all Resort amenities and services and all amenities at Campland on the Bay® 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 the amenities or services at Resort or Campland on the Bay®, including but not limited to: the beach area, the waterslide, swimming pools, spas, fire pits, rental equipment, laundry machines, recreational activities, ping pong, horseshoes, game room, boat rentals or other water sport rentals, boat launch, wash area, playgrounds, pedestrian trails, golf cart or bike rentals, exercise room, dog run, shuttle bus, dining facilities, kitchen facilities, showers, and/or other public or common areas.
- 49. 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 @missionbayrvresort. However, we kindly request everyone respect the privacy rights of others.
- 50. 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. 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, which may be denied in their sole and absolute discretion. Salespeople must schedule individual appointments with specific Camper(s) before entering Resort.

51. **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, and most ATM/ Debit cards, and cash. Resort does not accept checks, ACH or money orders. **Sorry no cash-back transactions are available. There are no refunds for early departures.**

52. **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 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 or tent campsite or upon any non-public area which is outside the assigned RV site or tent campsite of the Camper(s). 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, shall not be used, tampered with or interfered with in any way by Camper(s) or Camper(s)' guests.

C. There is no dump station available at Resort. Dumping of waste tanks anywhere on Resort property is strictly prohibited. All RVs must use their designated sewer connection for wastewater disposal at all times. Camper(s) may not store hazardous substances, except those customarily used for normal household purposes (and then only in quantities reasonably necessary for normal household purposes) which shall be properly stored within the RV or another vehicle (not in tents). At no time shall any hazardous or toxic materials be spilled, released or discharged at Resort. Any damage caused to the environment due to Camper(s)' or Camper(s)' Guest(s)' actions, including dumping hazardous substances, will be Camper(s)' sole responsibility.

D. **WILDLIFE** is protected in California and at Resort. Resort borders the Kendall Frost Wildlife Preserve. The animals may be admired, but not handled or fed. It is a felony to harm, harass, or disturb wildlife and is subject to a \$20,000 fine and/or imprisonment. (SEC. 597 CA STATE PENAL CODE). **DO NOT FEED THE DUCKS, STRAY CATS, OR WILDLIFE.** Also, please drive carefully and yield to wildlife. Resort is not responsible for injuries due to encounters with wildlife.

E. **INFLATABLES AND PORTABLE POOLS.** For the safety of all Camper(s) and Camper(s)' guests and to protect Resort facilities, privately owned inflatables and portable pools of any kind are not permitted anywhere within Resort or on any campsite. This prohibition includes, without limitation, inflatable water slides, inflatable water parks, slip-and-slides, bounce houses, inflatable obstacle courses, inflatable play structures, and any similar inflatable attractions or devices, whether used with or without water, and plastic wading pools. Only recreation equipment specifically provided or expressly authorized by Resort management may be used.

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

G. Camper(s) must comply with, and are responsible for ensuring that all Camper(s)' guests are informed of and comply with, these Resort Rules and Regulations. Camper(s) shall be liable for the acts and omissions of their guests, including, without limitation, any injury, death, or damage to persons or property, as well as any breakage, damage, destruction, or vandalism of the Resort's facilities, common areas, or other property. Camper(s) and their guests must observe quiet hours.

53. **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 rules and regulations at Resort, Camper(s) must cease or cure the violation immediately and respond to the Front Desk 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.

54. **VIOLATIONS:** Failure to pay in advance for occupancy and/or failure to comply with applicable rules and regulations (either by Camper(s) or Camper(s)' guests) may be grounds, in Resort's sole and absolute discretion, 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. Unscheduled visual inspections of RV sites and tent campsites are made by Resort to determine compliance with applicable rules and regulations.

55. **CANCELLATION OF RESERVATIONS:** Resort reserves the right to cancel any reservations without advance notice if the facility is needed by Resort for business purposes, if repairs are required, or if required to comply with the law or the ground lease. Resort also may cancel reservations as otherwise provided in the Resort Rules. In the event a cancellation is initiated by Resort (other than in connection with issuance of a notice of violation or DNR), 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 Camper(s) at least 72 hours before the reservation arrival date, Camper(s) will receive a refund (less a \$30 non-refundable cancellation fee). 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. 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. There are no refunds for early departures by Tenant(s) staying 30 nights or less (voluntary or involuntary). Extended Stay Tenant(s) (with a reservation for more than 30 nights) may depart early subject to providing 30 days' prior written notice.

56. **RESORT APPROVAL:** "Resort's approval" or "approval of Resort," "Resort's consent" or "consent of Resort" or other similar terms 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's approval or consent.

If Resort'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 to give prior written approval.

57. 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 or visit <http://www.oehha.ca.gov/prop65.html>.

58. EMERGENCY EVACUATION ROUTES AND PREPAREDNESS. The Resort Services Directory contains information on Evacuation Routes and Emergency Preparedness. The County of San Diego has a regional notification system to send telephone notifications within San Diego County. If you have a cellular telephone and would like to be notified, you must register your cell phone numbers and/or email address for use by the County Notification system. You may use Resort's address for this notification during your stay. 2727 De Anza Road, San Diego, CA 92109.

Website: <http://www.sdcountry.ca.gov/oes/ready/signup.html>.

59. PRIVACY POLICY: Resort's privacy policy is available on its website at <https://www.missionbayrvresort.com/privacy-policy/>. Direct any inquires on personal information to privacy@terrav.com.

60. AMENDMENT AND INTERPRETATION: Owner and Resort reserve all rights to amend, revise, and add to these Resort Rules and Regulations at any time. Determinations made in enforcing or interpreting these Resort Rules and Regulations are in the sole and absolute discretion of Resort.

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 ACKNOWLEDGES THAT THEY HAVE READ, UNDERSTOOD, AND AGREE TO BE BOUND BY ALL APPLICABLE RULES AND REGULATIONS.

Signature: _____
Print Name: _____

Date: _____

If more than one Camper, please sign below:

Signature: _____
Print Name: _____

Date: _____