

**Seasonal Rules and Regulations
"Addendum B"**



JW Crossroads Vallecito Campground

RULES, REGULATIONS, & CONDITIONS

- A. The entries, passages, driveways, parking lots, roads, and other common appurtenances shall not be obstructed or encumbered, nor used for any other purpose than ingress and egress unless otherwise specifically designated by JW Crossroads Vallecito Campground (the "Campground").
- B. The Maximum speed limit is five (5) miles per hour.
- C. Pets shall be allowed on the property, but must be controlled by a leash. Pets must be cleaned up after in all circumstances. Pets are not to be tied up outdoors and left alone at the campsite. Pets brought to the campsite must be non-aggressive toward humans and other pets. Vaccination records must always be available always. Anyone not cleaning up after their pet will be assessed a \$50 cleanup fee, and the pet will need to be removed from the park.
- D. No one shall cause any disturbance of any kind on the property or operations; nor permit anything to be done that will interfere with the rights, comforts, or convenience of other guests. Quiet hours are from 10 p.m. until 8 a.m.
- E. No one shall bring into or keep at the campsite any explosive or obnoxious substance.
- F. No one shall open carry firearms at the Campground. No one shall discharge firearms, bows, or other weapons on the at the Campground. The use of fireworks at the Campground is subject to the discretion of the Campground.
- G. No hunting of game is permitted on the campsite or any part of the Campground property.
- H. No one shall make any permanent alterations, additions, or installations unless expressly permitted by the Campground, in writing.
- I. No one shall erect any unsightly outside antennas or other equipment concerning any radio, computer, or television installation, and no one shall use the premises in any manner that would be in violation of any Federal, State, or local law.
- J. Guests shall dispose of garbage in such a manner as directed by the Campground, and shall keep the premises in a good state of preservation and cleanliness.
- K. Alcoholic beverage misuse is prohibited. Misuse and/or manufacture of alcoholic beverages shall constitute a breach. Marijuana use is prohibited at the Campground, except with a doctor's note. Medical marijuana must use must be kept inside unit.

- L. Open campfires will be permitted only at designated campsite grills or fire rings, and shall be under constant surveillance by the guest. Burning of leaves is prohibited in the Campground. Guests shall also comply with the directions of the State Fire Marshall or the Department of Natural Resources concerning campfires at the Campground.
- M. Repairs and alterations to the campsite and/or on-site repairs to trailers shall be made only with approval of the Campground. Permission must be obtained by the Campground before third-party service providers begin any construction/alteration/repair to a campsite. If any guest's personal belongings or buildings are in the way of common utilities, guest must remove such item to allow access for repairs and maintenance.
- N. No one shall use any recreational facility or equipment supplied by the for any other purpose than its original intended use. Any unsafe use of any recreational equipment is prohibited. To drive any vehicle on Campground property, one must hold a valid driver's license and put a current copy of a certificate of insurance for any vehicle other than their state registered car or truck in their file at the office. The Campground's liability policy requires these minimum steps to be taken. If there is not a certificate on file, guests are not allowed to use golf carts or any other off-road type of vehicle. We may restrict guests from using these vehicles at any time and for any duration for irresponsible behavior.
- O. Any damage by the guest or the guest's guests to property owned by the Campground shall be paid for by the guest. Any property owned by the guest may be held by the Campground until repair costs are fully paid.
- P. All payments for the season must be made as set forth in the registration agreement, and must be made via check or credit card. Credit cards are required to be kept on file (tokenized and PCI Compliant) for payment of electric and propane purchases. Guest agrees to allow property to charge tokenized card for these items.
- Q. No guest is permitted to use the campsite for any purpose other than outdoor camping activities and recreation, and guests shall not allow the premises to be used by anyone other than guests for any other purpose. No subletting of campsites or of any improvements is permitted, and such activity constitutes a breach of the agreement, and guest will be asked to remove unit and depart park within 10 days of such a breach.
- R. Guests shall not make any permanent alterations or additions to the campsite or cut any live or standing dead trees without permission of the Campground and their approved of designated third-Party service providers. Nails, lags, or screws are prohibited in any trees whatsoever.
- S. No Responsibility for Third Party Service Providers. Regarding Third Party Service Providers who may become involved in providing, goods, services, or other assistance to you or for your benefit (with the Campground's permission), you understand and agree that:
 - (a) The Campground is not, and will not be, responsible or liable to you, the Third-Party Service Provider, or anyone else for any duties or obligations, and will not be held liable for any disputes arising under any Third-Party Agreement.
 - (b) The Campground is not, and will not be, liable to you or anyone else for any damages or losses to you or to anyone else that: (i) are caused by a Third-Party Service Provider, (ii) result from goods, services, or other assistance furnished by a Third-Party Service Provider, or its agents and employees, or (iii) otherwise arise out of a Third-Party Agreement.
 - (c) You will indemnify the Campground, and its agents, managers, and employees, and will hold them harmless, from all costs, expenses, damages, losses, claims, suits, and liabilities that arise out of any Third-Party Agreement.

- U. Limitation of Liability. The Campground's total liability to you for all damages, losses, and claims arising out of this Agreement shall not exceed the Seasonal Combined Fee, regardless of the causes or circumstances giving rise to such damages, losses, or claims. Furthermore, neither the Campground nor its agents and employees shall be liable to you or anyone else for any losses, damages, or claims of any kind resulting from: (a) any delay or failure to deliver services which are beyond our reasonable control, (b) any delay in the transition, or (c) any consequential, contingent, incidental, or special losses or damages, regardless of how such losses or damages may be characterized.
- V. Guests and the immediate family listed on the agreement (max 6 people) have the right to use with other guests the roads, ways, facilities, and common areas of the park. Any person NOT an immediate family member must pay the additional fee. No guest may sublet their campsite at any time for any reason. Guests must adhere to all standard rules and regulations of the Campground.
- X. Default. In the event of a material breach of the terms of these rules and regulations, or any agreement between the guest and the Campground, the Campground will have the right to recover from guests all damages and losses resulting from such default, and all costs and expenses incurred by the Campground in enforcement, including all of the Campground attorneys' fees. In addition, guest will not be permitted to access any roads maintained by the Campground, because guest will no longer be a rightful guest.
- Y. Claims. Except for collection matters, guest and the Campground agree that, upon the request of either party, any dispute or controversy between the parties that in any way arises out of or relates to these rules and regulations, or any agreement between guest and the Campground, or the Campground's provision of goods or services to guest, will be decided by binding arbitration in accordance with the Commercial Arbitration Rules of the American Arbitration Association. Neither guest nor the Campground shall be entitled to arbitrate joint or consolidated claims by or against other guests, or arbitrate any claim as a representative or member of a class or in or as part of a private attorney general capacity. Judgment upon any arbitration award shall be final and binding on Site/lot owner and the Campground, and may be entered in any court having jurisdiction over the parties and/or dispute. If a court of competent jurisdiction, or an arbitrator with authority to adjudicate the matter, should declare all or any part of this arbitration provision invalid or unenforceable, then the remainder of this arbitration provision shall be fully valid and enforceable permitted by law. In the absence of this arbitration provision, you may have otherwise had an opportunity to litigate claims in court and/or to have claims decided by a jury, but you agree to expressly and knowingly waive any rights or opportunities to resolve disputes in court or via a jury trial.
- Z. Collection of Costs. If you do not pay for services provided to your campsite, you agree to pay all of the Campground's collection costs, including reasonable attorneys' fees, plus related collection expenses and all costs of court.
- AA. For all balances that are due and payable to the Campground beyond the named due date, interest shall be calculated monthly at 2% on the first day of each month that the balance remains unpaid, reducing the amount by any partial payments made on the principal, interest accruing until the balance is paid in full.
- BB. Guest agrees to release and indemnify the Campground, and its owners, agents, managers, servants, and employees from any liability regarding anyone staying at my campsite relating to COVID-19 and any other viruses or illnesses that they may get because of staying at the Campground.