

# **JOSHUA TREE & SOUTHERN RAILROAD MUSEUM, INC.**

## **REGISTRATION AGREEMENT**

For Recreational Vehicle Occupants

This registration agreement agree is made on the \_\_\_\_\_ day of \_\_\_\_\_ 2021, between the Joshua Tree and Southern Railroad Museum Inc., located at 8901 Willow Ln., Joshua Tree, CA 92052 hereinafter referred to as "Park", and

\_\_\_\_\_ Hereinafter referred to as "RVer".

Museum permits occupancy to RVer for term of this agreement,

Campsite # \_\_\_\_\_ of the Joshua Tree and Southern Railroad Museum Inc. Campsite Area and being hereafter referred to as Campsite (whether one or more) and pursuant to the following Terms and conditions:

1. **Fee:** RVer agrees to pay a fee of \$\_\_\_\_\_/daily for Campsite(s).
2. **Assignment and leasing or subleasing:** RVer shall not lease or sublet the Campsite, or any part of the Premises, or assign this agreement without Park's prior, express, and written consent.
3. **Default:** Any failure by RVer to pay fees or other charges promptly when due or to comply with any other term or condition of this agreement shall, at the option of Park, promptly terminate this occupancy and forfeit all rights of RVer under this agreement.
4. **Maintenance and Redelivery of Campsite:** RVer shall keep and maintain the Campsite in a clean and sanitary condition at all times, and on the expiration or earlier termination of the occupancy shall surrender the Campsite to Park in as good condition as when received, ordinary wear and tear and damage by the elements excepted.
5. **Effect of Holding Over:** The parties agree that any holding over by RVer under this agreement, without Park's written consent, shall be a tenancy at will which may be terminated by Park in accordance with applicable law.
6. **Indemnification:** RVer shall indemnify, defend, and hold Park harmless from any and all claims and damages (including reasonable attorney's fees and costs) arising from RVer's use of the Campsite or from any activity permitted by RVer in or about the Campsite unless caused by the gross negligence or willful misconduct of Park. RVer shall further indemnify, defend, and hold Park harmless from any and all claims and damages (including reasonable attorney's fees and costs) arising from any breach or default in the terms of this

agreement or arising from any act, negligence, fault, or omission of RVer and from and against any and all costs, reasonable attorney's fees, expenses, and liabilities incurred on or about such claim or any action or proceeding brought on such claim. In case any action or proceeding shall be brought against Park by reason of any such claim, RVer, on notice from Park, shall defend it at RVer's expense by counsel approved in writing by Park.

7. **Mandatory Arbitration:** Any dispute under this agreement shall be required to be resolved by binding arbitration of the parties hereto. If the parties cannot agree on an arbitrator, each party shall select one arbitrator and both arbitrators shall then select a third. The third arbitrator so selected shall arbitrate said dispute. The arbitration shall be governed by the rules of the American Arbitration Association then in force and effect.
8. **Governing Law:** This agreement shall be governed by, construed, and enforced in accordance with the laws of the state of California.
9. **Counterparts:** If this agreement is executed in multiple counterparts, all counterparts taken together constitute this agreement. Copies of signatures to this agreement are effective as original signatures.
10. **Rules and Regulation:** A copy of the Park Rules and Regulations are provided prior to or at time of registration. RVer shall follow all Rules and Regulations of the Park. If RVer is found violating any Rules and Regulations of Park, at the option of Park, promptly terminate this occupancy and forfeit all rights of RVer under this agreement.

THE PARK RESERVES THE RIGHT TO EVICT OR REFUSE SERVICE TO ANY PERSON OR PERSONS WHO BREAK OR DISREGARD ANY RULES WITHOUT REFUND. PARK RESERVES THE RIGHT TO REFUSE ANYONE. PARK RESERVES THE RIGHT TO MAKE CHANGES TO THE RULES, REGULATIONS AND FEES WHEN NECESSARY.

THIS PROPERTY IS UNDER 24 HOUR VIDEO SURVEILLANCE. EQUIPMENT IN USE IS TO AID IN THE IDENTIFYING ANY VIOLATIONS OF PARK'S RULES AND REGULATIONS AND FOR PROSECUTION OF ANY CRIMES COMMITTED AGAINST THE PARK.

Campsite #: \_\_\_\_\_

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

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

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

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