

JOSHUA TREE AND SOUTHERN RAILROAD MUSEUM, INC.

RULES AND REGULATIONS

1. INTRODUCTION.

Our Rules and Regulations have been developed as a basis for good relations within Joshua Tree and Southern Railroad Museum, Inc. We trust we will have your complete cooperation not only to keep Museum standards high and to maintain a happy and friendly atmosphere, but also to assure each Member, Partner, Guest and Visitor a maximum of convenience and comfort.

The following Rules and Regulations are also part of your agreement with the Museum for the Campsite you are using. Please read the Rules and Regulations carefully and keep them on hand as they constitute a binding agreement between you and the Museum Management. Museum Management will interpret and enforce these Rules and Regulations in a reasonable manner.

2. DEFINITIONS.

- a. The definitions set forth below shall apply unless the context indicates that a different meaning is intended:
 - i. "Museum" means Joshua Tree and Southern Railroad Museum, Inc., a 501c3 Not-For-Profit Corporation.
 - ii. "Museum Management" means Joshua Tree and Southern Railroad Museum, Inc. Board of Directors.
 - iii. "Member" or "Members" means a Regular, Associate, Honorary, and Annual Member of the Joshua Tree and Southern Railroad Museum, Inc.
 - iv. "Guest" or "Guests" means a person identified by a Member or a Partner as their Guest. A Guest cannot claim additional Guests only a Member or Partner may do so.
 - v. "Visitor" or "Visitors" means a person not identified by a Member as their Guest or has Legally entered the

property during open hours as defined by the Museum and follows the Rules and Regulations of the Museum.

- vi. "Individual" or "Individuals" means any person on the Museum Premises.
- vii. "Partner" or "Partners" means the person(s) as defined in the Agreement for Sale of Partnership Interest dated July 5, 2000 as "PARTNERS" between the Partners and the Museum. A Partner can be a Member, if in Good Standing with the Museum.
- viii. "Good Standing" means any Member, Guest, Partner and Visitor who has followed the Rules and Regulations of the Museum, followed Museum Management Directions, and has acted in good faith toward Museum and Museum Management.
- ix. "Camping" means occasional use for enjoyment and participation of Museum activities, events, and Work Weekends.
- x. "Recreational Vehicle" (also "RV") means a motor home, travel trailer, truck camper, camping trailer, or park trailer as defined in Health and Safety Code Section 18010 and referenced in Civil Code Section 799.29, and a vehicle used to pull a travel trailer or fifth wheel trailer.
- xi. "Recreational Vehicle Park Occupancy Law" means those provisions of the California Civil Code Sections 799.20, et seq.
- xii. "RVer" is the person who has established tenancy in the Park pursuant to the Recreational Vehicle Park Occupancy Law and who lawfully occupies a recreational vehicle located in the Park. An RVer shall only be either a Member, Partner or Guest.
- xiii. "Park" means "Museum" or Joshua Tree and Southern Railroad Museum, Inc. which is referenced in California Civil Code Section 799.20, et seq.
- xiv. "Premises" or "Museum Premises" mean the real property the "Museum" owns.
- xv. "Campsite" or "Temporary Campsite" means the real property (which is a recreational vehicle lot) permitting use to RVer by Museum as defined by the Recreational Vehicle Park Occupancy Law.

- xvi. "Work Weekend" means Museum organized event to complete specific activities that benefit the Museum, the Premises and other related items.

3. GENERAL RULES.

a. MEMBERSHIP

i. Annual Member

1. The Museum Management reserves the right to refuse, reject, deny or cancel any persons application for or current membership of "Annual Member".
2. No Annual Member shall however, at any time be entitled thereby to vote at any meeting of members of the Museum.

ii. Regular Member

1. Shall consist of those persons elected thereto by the Board of Directors. Each regular membership shall entitle the holder thereof to one vote at all meetings of the members of the Museum.

b. UPON ENTRY OF PREMISES.

It is hereby stated that all person(s) who enters onto the Museum Premises are bound by the Rules and Regulations contained within this document and are enforceable by the Museum, Museum Management and Local Law Enforcement. Failure to abide by these Rules and Regulation shall be grounds for expulsion from Museum Premises immediately and cannot return until written approval from the Museum Management.

Museum is not responsible for any supplies or equipment left on Museum property or any other adjunct facilities after use has concluded and all persons have vacated the Premises.

Museum reserves the right of full access to all Facilities, etc., in order to see that rules, regulations, and applicable law is not violated. Museum reserves the right to restrict access to the Museum facilities or areas of the Museum Premises without advance notice if the facility is needed by Museum Management if repairs are required, or for any other reason.

- i. Rules and regulations governing the use of the facilities are posted in and about the facilities and are

incorporated into these Rules and Regulations by reference.

- ii. Visitors shall not be on Museum Premises unless during open hours as defined by the Museum from time to time or accompanied by a Member or has received permission from a Member on the Premises at the time.
- iii. Visitors must vacate the Premises immediately upon request or when no Member is present on Premises.
- iv. Any person NOT a Member, Partner or Guest accompanied by a Member or Partner when the Museum is closed is trespassing unless they have formal written approval from Museum Management. Any hired contractor by Museum Management is exempt from this rule, until such time contracting services have been satisfied.
- v. No gambling will be permitted at any time.
- vi. Smoking is not permitted on Museum Premises.
- vii. No person may not be under the influence of alcohol or medication prescribed by a doctor that could adversely affect their alertness, coordination, reaction, response, or safety while operating a motor vehicle, or other device that can cause death, injury or damage while on Museum Premises.
- viii. Museum and Museum Management shall not be responsible for loss, theft, or damage of personal property left unattended on Museum Premises.
- ix. No person may use the Museum's physical or PO Box address for any personal mail use.

4. REST ROOM AND SHOWER FACILITES.

- a. Rest rooms are provided for exclusive use of Individuals.
- b. Showers are provided for the exclusive use of Members and Guests.
- c. These facilities will be closed from time to time at Museum Management's discretion for cleaning and repairs.

5. PARKING.

- a. Not more than one (2) vehicle (including an RV) may be parked on Museum's Premises per person, and all of vehicles in excess of two (2) must be parked outside of the Museum.
- b. Any vehicle parked in violation of these Rules and Regulations or in violation of signs posted throughout the Museum may be towed from the Museum at the expense of the vehicle's owner without further notice.
- c. No automobile may be "stored" on the Museum Premises. "Storage" shall include, but not be limited to, the parking of an inoperative vehicle for a period exceeding three (3) days, the parking of an operative vehicle that is not used for a period exceeding 5 (5) days.
- d. Parking of more than the number of vehicles per person is strictly prohibited at any time with the exception of open and enclosed trailers, subject to Museum Management approval.
- e. No permission expressed or implied is intended or given to store any vehicle within Museum boundaries for sale, trade, or any other purpose regardless of its operating condition.
- f. Any vehicle parked in any fire lane, blocking trash dumpsters or receptacles, or driveways, or any exit or entranceway is subject to towing at vehicle owner's expense without further notice.
- g. Museum is not obligated to provide space for all vehicles belonging to Members, Guests, Partners or Visitors.
- h. No vehicle may be kept on jacks, blocks, axel stands or otherwise elevated except for simple and expedient changing of flat tires so as to allow vehicle to be safely operated. Any violation will result in immediate towing of the offending vehicle from the Museum at vehicle owner's expense.
- i. Museum and Museum Management are not responsible for theft, vandalism, or damage to the vehicles while on Museum premise.
- j. All persons on Museum Premises are further responsible for obeying all posted regulations and restrictions, which are incorporated herein by reference.

6. **MOTOR VEHICLES.**

- a. No maintenance, repair or other work of any kind on any vehicle, or Recreational Vehicle may be done on the Premises without Museum Management's consent. This includes, but is not limited to, the changing of oil.
- b. Washing of vehicles is prohibited within the Museum Premises.
- c. For the safety of all persons within the Museum Premises, no vehicle may be driven in an unsafe manner. The speed limit in the Museum is 5 miles per hour (MPH). Continued failure to cooperate with rules and regulations related to motor vehicles, their safe operation and parking within the Park may result in the loss of their parking space and/or be considered cause for eviction.
- d. Pedestrians, trains, electric/motorized carts and bicycles shall be given the right-of-way.
- e. Excessively noisy vehicles are not permitted in the Premises.
- f. Motorcycles, motor scooters, mini-bikes, or other two and three wheel motorized vehicles entering or leaving the Museum must be driven by the most direct route between the Museum's entrance and its parking destination and may not otherwise be driven on any other trail or path on the Museum Premises. All such vehicles shall be equipped with mufflers or other necessary noise suppressing devices.
- g. Dune buggies, mopeds, dirt bikes, off-road vehicles and all terrain vehicles may not be operated in the Museum.
- h. Vehicles are not permitted on the Museum Premises unless they are regularly maintained in normal operating condition and are neat and clean in appearance. This includes, but is not limited to, vehicles whose exterior appearance has deteriorated to a point where they are unsightly and detract from the appearance of the Museum.
- i. With the exception of motorized (combustion or electric) utility carts all vehicles operated on the Museum Premises must be properly licensed with current vehicle license plates and registration stickers affixed and legible and insured.

- j. Failure to observe these Rules will result in the offending vehicle being removed from the Premises at vehicle owner's expense.

7. CONDUCT.

- a. Actions by any person of any nature which may be dangerous or may create a health and safety problem or disturb others are not permitted. This includes, but is not limited to, any unusual, disturbing, or excessive noise, intoxication, quarreling, threatening, fighting, immoral or illegal conduct.
- b. Any person witnessing any child or minor in violation of any of Rules and Regulations of the Museum shall report the violation to parent or guardian of the minor or child and/or Museum Management. No person shall take disciplinary action against a child or minor that is not their own.
- c. Radios, televisions, record players, musical instruments and other devices must be used so as not to disturb others. No loud music or noise is permitted.
- d. All Individuals are responsible for their actions and conduct on the Museum. Such responsibility shall include, but not be limited to, financial responsibility for any breakage, destruction, or vandalism of the Museum facilities and common areas.
- e. The Museum, Campsites and Railcars shall be used only for Museum purposes, and no business or commercial activity of any nature shall be conducted thereon. This prohibition applies to any commercial or business activity, including, but not limited to, the following:
 - i. Any activity requiring the issuance of a business license or permit by any governmental agency.
 - ii. Any activity that requires the use of the Museum to be permitted to conduct work in the geographical area.
 - iii. The leasing or subleasing of Recreational Vehicles.
 - iv. Any complaint involving local law enforcement agencies or Museum Management may result in immediate eviction. No refunds.

8. PETS.

- a. Museum Management reserves the right to deny a Member or Guest a pet if a proposed pet would pose a threat to the health and safety of other Members, Guests and Visitors of the Museum.
 - i. The types of pets permitted are: a domesticated bird, cat or dog.
 - ii. Non-house pets (including farm animals) are prohibited under any circumstances. Strange and exotic pets are not permitted.
 - iii. If any of the rules regarding pets is violated, and such violation is noted by Museum Management or a valid complaint is made by another Member or Guest, the owner of the pet will receive an official notice in writing stating that the right to keep a pet within the Museum is terminated.
- b. The following rules must be strictly followed by all pet owners:
 - i. Only Members and Guests are permitted to have pet(s) on the Museum property.
 - ii. Each pet must be licensed and inoculated in accordance with applicable state or local law. Evidence of licensing and inoculation shall be provided upon request of the Museum.
 - iii. Member or Guest are required to immediately clean up and dispose of all excrement created by their pet(s), including urine, feces, and vomit. Pets must be on a leash no longer than fifteen (15) feet and the leash must remain in control of the responsible Member.
 - iv. Any pet running loose in the Park will be taken to Animal Control. Museum and Museum Management is not responsible for any actions or omissions on the part of Animal Control. Recurring violations of this rule will lead to the loss of the privilege to maintain a pet while visiting Museum property.
 - v. Pets will not be allowed to cause any disturbance which might annoy Members, Guests and/or Visitors, including, but not limited to, barking, growling, biting or any other unusual noises or damage. Under no condition is a

pet to invade the privacy of anyone's campsite. Pet owners are responsible at all times for their pets, including injury, destruction, and annoyances to other Members and/or Guests, and the Museum and Museum Management shall not be liable for any loss, damage or injury of any kind whatsoever caused by Member or Guest's pet. Member or Guest must immediately clean up after their pets and properly dispose of any pet excrement.

- vi. No exterior pet housing is permitted in the Museum.
- vii. Visitors are not permitted to bring any pet into the Museum, other than guide dogs, signal dogs, and other service dogs as defined by Civil Code § 54.1.
- viii. Feeding of stray cats, dogs and other animals is prohibited.
- ix. The tying up of pets outside and leaving them unattended is prohibited.
- x. Member or Guest agrees to indemnify and hold harmless Museum Management and/or Museum for any loss, injury, or liability caused by Member or Guest's pet.
- xi. Except as specifically exempted, these Pet Rules are applicable to all animals located in the Museum.

9. **CAMPFIRES.**

No campfires or campfire rings/pits/barrels/or stoves are permitted on the Museum Premises without prior written approval from the Museum Management.

10. **RAILROAD OPERATIONS.**

- a. Contact Museum Management for more information.

11. **RV CAMPING.**

a. USE OF CAMPSITES AND PREMISES.

The use of the campsites is defined as overnight occupancy of the RV within the Campsite or Premises.

- i. The use the Campsites is for Camping use only.
- ii. Recreational Vehicles (RVs) present on the Museum Premises may be removed from the Premises at the owner's expense and no refund for (1) failure to pay for

occupancy, and/or (2) failure to comply with the RV Park Occupant Rules & Regulations. (Civil Code Section 799.22, 799.25 & 799.57)

- iii. Any use of any Campsite is subject to fees for use.
 - 1. Fees charged capture all expenses related to the occupancy of the site including but not limited to electricity, water, sewer and other such expenses the Museum incurs as result of the use of the campsite.
 - 2. Fees are charge at the applicable rate of Member or Guest.
 - 3. Partners are charged at the applicable Guest fee unless Partner is a Member in Good Standing then the Member fee shall be applied.
 - 4. Guests of a Partner are charged the applicable Guest fee.
- iv. Access to use of a campsite 365 days a year is only permitted for Members and Partners.
- v. Guests are only permitted access to the use of a campsite under the following conditions:
 - 1. Museum activities, events, and Work Weekends.
 - 2. Guests are permitted to arrive one day earlier then the scheduled Museum activities, events, and Work Weekends and depart one day after scheduled Museum activities, events, and Work Weekends ends if accompanied by a Member or Partner on the Museum Premises.
 - 3. Guests shall not be allowed on or use of the Museum Premises or Campsites without being accompanied by a Member or Partner on the Museum Premises.
- vi. Any person who is not a Member, Partner or Guest is not permitted to use a campsite.
- vii. Museum Management may place an RVer in a Temporary Campsite for overflow during special events and activities.

- viii. The Museum and Museum Management does not guarantee the use of electric, water, sewer or other utilities of any Campsite or Temporary Campsite on the Premises.
- ix. Use of the Premises, Campsites or Temporary Campsite for temporary or permanent residency is prohibited.
- x. No person shall have any right to claim residency on or in the Premises, Campsite(s) or Temporary Campsite(s).
- xi. Any RVer who disputes the use of a campsite and/or payment of fees shall act in good faith and make required invoice payments due to the Museum upon the indicated date. Upon the outcome of any dispute, any monies collected partial or in full that are in favor of the RVer shall be refunded by check within 72 hours to the RVer.

b. RECREATIONAL VEHICLE STANDARDS.

- i. Only RVs as defined by Health and Safety Code Section 18010 are permitted to be placed on the Campsites.

- 1. Only one (1) RV may be placed on each Campsite.

c. PRIOR TO ENTRY UPON PREMISES for RVer.

- i. RESERVATION.

- 1. All Members Partners and Guests shall make a reservation no less than 24 hours of arrival upon Museum Premises to the Campground Reservation Coordinator.

- a. Reservations shall include the following information:

- i. Name of Member, Partner and/or Guest reserving campsite.
 - ii. Current residential address.
 - iii. Current mailing address (if different).
 - iv. Mobile and home phone number.
 - v. Email address.
 - vi. Campsite desired.
 - vii. Type of RV.
 - viii. Length and width of RV.
 - ix. Arrival date and departure date.

d. UPON ENTRY OF PREMISES for RVer.

Upon entry of the Museum Premises any person who claims right to use of Campsite are bound by the Rules and Regulations contained within this document.

i. REGISTRATION.

1. Registration Agreement is due immediately upon arriving on the Museum Premises. Payment of camping fees in full is due at time of registration. No refunds for early departures. For after-hours check ins, please drop the registration agreement card and payment in the dropbox at the Station Building.

- a. Legal Name.
- b. Current residential address.
- c. Current mailing address (if different).
- d. Mobile and home phone number.
- e. Email address.
- f. Campsite desired.
- g. Type of RV.
- h. Length and width of RV.
- i. Arrival date and departure date.
- j. A Valid State Driver's license shall be provided upon registration or produced upon request.

ii. MAXIMUM STAY.

1. RVer acknowledges the Museum has a maximum stay of (30) thirty consecutive days.
2. RVer agrees to vacate the Museum prior to (31) thirty-one consecutive days stay at Museum for a minimum of (30) thirty days.

A new reservation must be made prior to re-entry into the Museum. RVer will not be allowed on Museum premises if prior fees are not paid in full.

iii. Museum Management shall have a right of entry upon Campsite for inspection or maintenance of utilities, for maintenance of the Premises where the RVer fails to maintain the Premises in accordance with the Rules and Regulations, and for the protection of the Museum, at any reasonable time. Museum Management may enter a Recreational Vehicle without the prior written consent of RVer in the case of an emergency or when RVer has abandoned the Recreational Vehicle.

e. RENTING, SUBLETTING OR ASSIGNMENT.

- i. RVer shall not sublease, rent or assign RVer's Recreational Vehicle, the Premises or any rights or interest that RVer may have under RVer's registration agreement.

f. INSURANCE.

- i. RVer is responsible for obtaining, at RVer's own cost, extended coverage for RV, fire and other casualty insurance on the Recreational Vehicle, other improvements and contents to the full insurable value and such other insurance as is necessary to protect RVer, RVer's Guest or others from loss or liability, and RVer hereby agrees to indemnify and hold harmless Museum and Museum Management from any liability thereof. Insurance to also cover debris removal.
- ii. Evidence of Insurance is required upon registration for a occupancy duration greater the 14 consecutive days in a Campsite. RVer must name Museum as additional insureds on RVer's Insurance Policy and provide evidence of the same to Park within 14 days of Registration Agreement. Failure to provide evidence of Museum being the additional insured may, at the option of Museum, void the Agreement and RVer will be required to vacate the Campsite Lot.

g. GENERAL MAINTENANCE OF CAMPSITE AREA.

i. CAMPSITE.

1. Each RVer is responsible for the maintenance and appearance of RVer's Campsite and recreational vehicle. The Campsite shall be kept free of weeds, litter and debris at all times.

ii. LANDSCAPING.

RVer may not plant any tree or shrub in the ground without the express written approval of Museum Management.

1. Any landscaping which has been installed by RVer without Museum Management approval and/or in violation of these Rules and Regulations must be removed by RVer within five (5) days of written notice.

2. RVer will not trim trees or shrubs on Museum property other than on his or her Campsite without Museum Management's written consent.

h. STORAGE OF RV

Storage of RV is only available and is offered as means of convenience to the Members and Partners only. Storage of an RV limits the use of the campsites for other Members, Guests and Partners. It is the Museum Management's responsibility that a reasonable amount of Campsites are readily available to Members, Guests and Partners for their use. In order to ensure that Campsites are readily available the following shall be completed:

i. Members:

1. Submit request for storage of RV to Museum Management or Campground Reservation Coordinator. With following information:

- a. Site number requesting.

- b. Specific dates for duration of storage.

2. Upon written approval from the Museum Management storage of a Member's RV in a Campsite is subject to a Campsite Storage Fee due upon receipt of invoice. Storage of a RV in a Campsite does not constitute use occupancy as defined in Section 5a of this document.

3. Any RV that does not have written approval from the Museum Management and/or has not paid the Campsite Storage Fee. Any violation of this rule must be remedied within 72 hours of notification or RV may be towed from the Museum at the expense of the RV owner without further notice.

ii. Partners:

1. Submit request for storage of RV to Museum Management or Campground Reservation Coordinator. With following information:

- a. Site number requesting.

- b. Specific dates for duration of storage.

c. A letter notarized by all Partners or their successors and assigns that the storage of the requesting Partner's RV will not impose on their future use the Partner's site within the duration of the storage.

2. Upon written approval from Museum Management storage of a Partner's RV in a Partner Campsite is available. Storage of a RV in a Campsite does not constitute use occupancy as defined in Section 5a of this document.

i. TRASH.

i. Trash is the responsibility of the RVer to dispose of outside the Museum Premises.

ii. Use of the Museum's trash bins is available to only Members only. All other persons shall remove their trash upon exiting the Museum Premises.

The RVer accepts camping privileges with the understanding that he/she does hereby release the Museum, it's officers and employees, of all liability for loss or damage to property and injury to his/her person arising out of his/her use of its Campsite and/or Museum Premises and agrees to defend and indemnify the Museum and its officers against all claims resulting from loss or damage to property or injury to the person of any member of the family or their Guest of the registered RVer arising out of the use of the Campsite and/or Museum Premises. In the case of a defaulting occupant, the RV may be removed from the Premises for the reasons specified in the California Civil Code Section 799.22. "Defaulting occupant" means an occupant who fails to pay for his or her occupancy in a park or who fails to comply with reasonable written rules and regulations of the park given to the occupant upon registration.

12. TENT AND CAR CAMPING.

a. This section is reserved.

13. RAILROAD CAR SLEEPING BERTH CAMPING.

a. This section is reserved.

14. REVISIONS OF RULES.

- a. The Museum reserves the right to add to, delete, amend, and revise these Rules and Regulations from time to time, as well as additional rules and regulations.

15. PARAGRAPH HEADINGS.

- a. The headings and titles of the paragraphs within these Rules and Regulations are included for purposes of convenience only and shall not affect the construction or interpretation of any of the provisions of said Rules and Regulations.