

Matthews Landing
251-294-0421
251-294-0422

Physical Address:
8900 Lower Bryant Landing Rd.
Stockton, Alabama 36579

Mailing Address:
301 East Church St.
Atmore, Alabama 36502

CAMPER LOT LEASE

This lease is entered into between _____
_____ (hereinafter referred to as "Tenant"),
and MATTHEWS LANDING, INC. (hereinafter referred to as
"Management"), and is effective this ___ day of _____,
20__.

1. LEASED LOT: In consideration of Tenant's payment
of Rent and agreement to and compliance with the other
provisions set forth herein, Management hereby leases to Tenant,
Lot Number _____, Matthews Landing located at 8900 Lower Bryant
Landings Road, Stockton, Baldwin County, Alabama (hereinafter
referred to as "the Lot"), for the following camper or
recreational vehicle:

Manufacturer: _____,
Model/Year: _____,
Serial/VIN: _____,
Length: _____,
AMP Service: _____,
Air Conditioners: _____, and
Slide Outs: _____.

2. TERM:

Check-In Date: _____ and Check-Out Date: _____.

3. RENT: Rent is payable in advance.

a. Rental Rates, inclusive of tax, are as set
forth on Exhibit A hereto, which exhibit is incorporated herein
by reference.

b. Any Rent paid in advance shall be forfeited in the event that this lease is terminated due to any breach of the lease by Tenant.

c. A \$40.00 charge will be made for any payment returned for non-sufficient funds.

4. AUTHORIZED OCCUPANTS:

a. Tenant shall complete a Tenant Contact Information Addendum at the time of execution of this lease and Tenant shall be responsible for notifying Management of any changes in Tenant Contact Information.

b. This lease permits occupancy only by the Tenant and the following additional persons:

_____	_____
_____	_____
_____	_____

c. Guests are permitted; however, in the event that any guest requires a stay longer than thirty-six hours, Management must authorize the terms and conditions of any such extended stay upon its review of circumstances and determination of the need for a background check on the guest. In the event a background check is required, the guest must authorize the background search in writing and the cost therefor must be paid to Management in advance. All communication concerning the content of the background research shall be with the guest for security purposes.

5. MAINTENANCE:

a. The Tenant shall be responsible for the expense of maintaining the plumbing, electrical, and other utility service within the Lot from point at which the service is at the connection pole in compliance with all laws, regulations, and standards applicable thereto. Tenant is responsible for ensuring proper disposal of sewage or black water. Management is not responsible for any lack of or failure of utility service.

b. Chain link, wood, plastic, or decorative fences are prohibited. Clotheslines are prohibited. Tenant will not make or permit to be made any alterations, additions, improvements or changes in or to the Lot.

c. Tenant shall not dig on the property without the prior written consent of the Management or verification by authorities of the location of underground infrastructure systems (electrical, sewer, water, telephone, cable). Any damage done to an underground utility by Tenant shall be repaired at Tenant's expense.

d. Lawn furniture, bicycles, children's wheeled vehicles and toys, recreational, athletic equipment of any type, sporting goods and other personal articles and equipment shall be neatly organized and stored when not in use. Appropriate seasonal use furniture, which when used outside, shall be maintained and located within the Lot only and in such fashion as not to interfere with lawn maintenance and as to meet safety and aesthetic standards as established by Management from time to time. Excessive amounts of personal items outside, as determined in the sole discretion of Management, shall be removed upon written notice from Management.

6. RULES AND RESPONSIBILITIES OF TENANT:

a. The Rules and Regulations Addendum, and any future amendments thereto, are incorporated herein as if fully set out, and Tenant agrees to abide by said rules. Tenant shall ensure that his guests, invitees, or licensee abide by said Rules and Regulations.

b. Tenant shall not use or occupy any portion of the property in such a way as to cause any Lot to fail to comply with the terms of this lease or State or local laws and ordinances.

c. Tenant, members of the household, guests and invitees shall not deliberately or negligently destroy, deface, damage, alter or remove any fixture, mechanical or utility system, or furnishing.

d. Tenant shall not use the Lot in such a manner as to be detrimental to any other user of Matthews Landing for health, safety or aesthetic reasons.

e. Tenant shall keep the Lot neat, clean, and free of debris.

f. Tenant shall be responsible for obtaining casualty, extended coverage and liability insurance with respect to the personal property of Tenant on the Lot, as well as to protect Management from liability as a result of actions or injuries on the part of or to Tenant and Tenant's guests, invitees or licensees. Management does not provide any

insurance for the benefit of Tenant or Tenant's guests, invitees or licensees.

g. Upon the termination of the lease, the Tenant will leave said Lot in as good a state of condition as it was at the beginning of the lease, reasonable wear and tear excepted.

h. Tenant shall not claim the Lot as a permanent residence as the purpose of this lease is short term occupancy. Tenant's permanent residence address shall be as set forth on Tenant Contact Information Addendum.

7. ACCESS:

a. The Management may enter the Lot with the Tenant's consent, which shall not be unreasonably withheld, between the hours of 7:00 A.M. and 7:00 P.M. on no less than 12-hours notice:

- i. to inspect the Lot;
- ii. to make necessary or agreed repairs, alterations or improvements;
- iii. to supply agreed upon services; or
- iv. to exhibit the Lot to prospective or actual purchasers, mortgagees, tenants, workers or contractors.

b. The Management may enter the Lot without notice or permission, if, in the course of performing repairs the Management discovers that it is necessary to enter to complete the repairs, provided that the Management could not have reasonably foreseen the need to enter at the time the repairs began. However, the Management must first attempt to reach the Tenant by telephone or in person at the mobile home before entering.

c. The Management may enter camper or motorhome on the Lot without notice to, or permission from, the Tenant upon a reasonable belief that there is a likelihood of imminent injury to any person, damage to property or interruption of utility services.

8. ANIMALS: The Tenant shall keep no domestic or other animals on or about the Lot without the prior written consent of the Management under the terms of the Animal Addendum executed by Tenant and Management in addition to this Lease, the terms of which are incorporated herein as if fully set out.

9. SUBLETTING: Tenant shall not rent the Lot or sublet the camper or motor home on the Lot without the written consent of the Management, which consent may be unreasonably withheld.

10. FURTHER CONDITIONS AND AGREEMENTS:

a. This lease and leasehold interest of the Tenant under this lease are and shall be subject, subordinate and inferior to any mortgages, liens or encumbrances placed on the property by the Management, all advances made under any such liens or encumbrances, the interest payable on any such liens or encumbrances, and any and all renewals or extensions of such liens or encumbrances. The Tenant shall execute promptly and without cost or charge any instruments or certificates that Management may request in confirmation of this subordination. Failure of the Tenant to execute said instrument or certificate shall constitute a default under this Lease.

b. Tenant accepts the Lot and any equipment in their existing condition and state of repair, and the Tenant agrees that no representations, statements, or warranties, express or implied, have been made by or on behalf of the Management in respect to said condition and state of repair of the Lot, and the Management shall in no event be liable for any latent defects. The Management does not warrant any rights to light, view or air over adjoining property and any diminution or shutting off of light, view or air by any structure which may exist or be erected adjacent to the Lot shall not affect this lease or impose any liability on the Management. The Tenant acknowledges that the Tenant has examined the Lot, and that the Lot is, at the time of this Lease, in good order, repair, and a safe, clean, and tenantable condition and that the Tenant accepts the Lot "As Is."

c. No abatement, diminution, or reduction of Rent shall be claimed or allowed to the Tenant or any person claiming under the Tenant under any circumstances, whether for inconvenience, discomfort, interruption of occupancy or otherwise, arising from the making of alterations, improvements or repairs to the Lot, because of any governmental laws or arising from and during the restoration of the Lot after the destruction or damage of the Lot.

d. If the Tenant is comprised more than one (1) person and/or legal entity, the obligations under this lease imposed upon them shall be joint and several.

e. Time is of the essence in all the terms, conditions and provisions of this Lease.

f. This lease along with any addendums set forth all the covenants, promises, agreements, conditions and understandings between the Management and the Tenant concerning the Lot and there are no covenants, promises, agreements, conditions or understandings, either oral or written, between them other than are set forth herein. No subsequent alteration, amendment, change or addition thereto shall be binding upon the Management or the Tenant unless reduced to writing and signed by all parties to this Lease.

11. RECORDING: Tenant shall not record this lease without first obtaining the prior written consent of the Management and the recordation of this lease by the Tenant without first obtaining said consent shall be a default by the Tenant.

12. WAIVER OF DEFAULTS: The failure of the Management to insist on a strict performance of any of the terms of this lease shall be deemed a waiver of the rights or remedies that the Management may have regarding that specific instance only, and shall not be deemed a waiver of any subsequent breach or default in any terms and conditions.

13. HOLDOVER: Should Tenant remain in possession after expiration of the term of this lease or its termination without the written consent of the Management, the Management may bring an action for possession, damages, and all attorney's fees and costs incurred by Management.

14. ABANDONMENT: A camper or motorhome will be considered abandoned if a reasonable person would believe that the camper or motor home is not occupied as a residence and Management has attempted to contact the Tenant using the information contained within the Tenant Contact Information Addendum without success. Management may sell the abandoned camper or motorhome in accordance with applicable State laws.

15. DISCHARGE ALL LIENS; INDEMNITY: Tenant shall not do or suffer anything to be done such that the Lot may be encumbered by any liens of mechanics, laborers, materialmen, chattel mortgages, or any other liens and the Tenant shall, whenever and as often as any such liens are filed against the Lot discharge the same of record within 10 days after the date of filing by payment in full, bonding or otherwise. The Tenant, upon reasonable notice and request in writing from the Management shall also defend for the Management, at the sole cost and expense of the Tenant, any action, suit, or proceeding which may be brought on or for the enforcement of any such lien and will pay any damages and satisfy and discharge any judgments entered in such action, suit or proceeding and save

harmless the Management from any liability, claim or damages resulting therefrom. All costs and expenses to which the Management may be put in obtaining such discharge shall be paid by the Tenant as Additional Charges within 10 days after written notice from the Management of the amount due. Tenant shall indemnify Management and any agents, officers, directors, or shareholders of Management against all expenses, liabilities, and claims of every kind by or on behalf of any person or entity arising out of either: (i) failure by the Tenant to perform any of the terms or conditions of this lease; (ii) any injury or damage happening on or about the Lot caused by Tenant, or that of the family, agent, licensee, or visitor of the Tenant, or other person on the Lot with the consent of the Tenant; (iii) failure to comply with any law of any governmental authority; or (iv) any mechanic's lien or security interest filed against the Lot or equipment, materials or fixtures on the Lot.

16. WAIVER OF LIABILITY:

a. Neither Management, nor any agent, officer, director or shareholder of Management, nor Hooper W. Matthews, III, or Diann S. Matthews, shall be liable for, and the Tenant hereby waives all claims, for injury or damage to persons or property sustained by the Tenant or any authorized occupant of the Lot, resulting from: (i) any part of the Lot being in need of repair; (ii) any accident in or about the Lot; or (iii) any injury or damage resulting, directly or indirectly, from any act or negligence of a Tenant or occupant of the Lot or of any other person. This waiver of liability and release shall apply especially, but not exclusively, to damage caused by water, snow, frost, steam, excessive heat or cold, sewage, gas, odors, noise or the bursting or leakage of pipes or plumbing fixtures, and shall apply whether any damage results from the act or negligence of any other person, or whether the damage is caused or results from any event or circumstance of a similar or wholly different nature.

b. Neither Management, nor any agent, officer, director or shareholder of Management, nor Hooper W. Matthews, III or Diann S. Matthews, shall be liable in any event to any person for any damages of any nature which may occur at any time on account of any defect in said Lot, improvements thereon, or appurtenances thereto, whether such exists at the date of this lease or arises subsequently thereto, or whether such defect was known or unknown at the time of such injury or damage, or for damages from wind, rain or other cause whatsoever, all claims for such injury or damage being hereby expressly waived by the Tenant.

17. CONDEMNATION: If any legally constituted authority condemns the Lot or such part thereof which shall make the Lot unsuitable for leasing, this lease shall cease when the public

authority takes possession, and Management and Tenant shall account for Rent as of that date. All condemnation proceeds shall be paid to Management.

18. TERMINATION BY MANAGEMENT:

a. Management may, in its sole discretion, immediately terminate this lease in the event of breach of any of the terms and conditions hereof by Tenant.

b. If this lease is terminated by Management, Management has a claim for possession, Rent, a separate claim for actual damages for breach of this Lease, and attorney's fees and costs incurred by Management arising out of or related to this lease, and any other remedies available to the Management as provided by Alabama Law.

19. NOTICE: Any notice required to be given to any party hereto shall be sufficient if mailed and addressed as follows:

To Management: 301 East Church Street
Atmore, Alabama 36502; and

To Tenant as the mailing address set forth on the Tenant Contact Information Addendum.

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals on the date set forth above.

Tenant Print Name

Witness

(SEAL)

Tenant Signature

Tenant Print Name

Witness

(SEAL)

Tenant Signature

MATTHEWS LANDING, INC.

By: _____
As Its Manager