

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

NIGHTLY LODGING AGREEMENT

This nightly lodging agreement 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 grants use to Tenant of the lot and improvements situated at Lot Number 421, Matthews Landing located at 8900 Lower Bryant Landings Road, Stockton, Baldwin County, Alabama (hereinafter referred to as "the Lot").

2. TERM:

a. Check-in Date: _____ Time: _____

b. Check-out Date: _____ Time: _____

3. RENT:

a. Rent (\$ _____ x _____ nights)
\$ _____
Sales Tax-6% \$ _____
Clean-up Fee \$ _____
Total Amount Due
\$ _____
Reservation Deposit \$- _____
Balance Due at Check-In \$ _____

b. Additional Charges. The cost of any for damages and/or improper clean-up will be the responsibility of the Tenant as Additional Charges due hereunder. Additional Charges are due in full no later than Check-out Date.

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

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

4. AUTHORIZED OCCUPANTS: The maximum occupancy for overnight stay is 8 people. Tenant shall complete a Tenant Contact Information Addendum at the time of execution of this Agreement and Tenant shall be responsible for notifying Management of any changes in tenant contact information.

5. 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 all guests, invitees, or licensee abide by said Rules and Regulations.

b. Tenant, guests and invitees shall not destroy, deface, damage, alter or remove any fixture, mechanical or utility system, or furnishing. Tenant will be charged the actual cost of repairs for excessive stains (i.e. mud, food) on furniture, carpet, bedding, or destruction of or missing property.

c. 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.

d. Tenant shall keep the Lot neat and free of debris.

e. The maximum number of vehicles, including boats, allowed during the term is three (3).

f. Absolutely **NO COOKING OR GRILLING** on porch. Grills must be kept on the outside.

g. **NO SMOKING** allowed inside of the trailer.

h. Upon departure:

i. Set the thermostat at 78 degrees for air-conditioning in summer and 68 degrees for heat in fall and winter;

ii. Turn off all lights and appliances;

iii. Tidy bathrooms and kitchen (load dishwasher with any dishes and remove any food and garbage);

iv. Properly dispose of trash in the dumpster located just south of the boat launch and at the entrance to the houseboats in accord with the Rules and Regulations Addendum; and

v. Strip all beds and place linens in the kitchen for collection by Management.

7. ANIMALS: No pets are allowed.

8. ENTIRE AGREEMENT: 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 therein. 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.

9. WAIVER OF DEFAULTS: The failure of the Management to insist on a strict performance of any of the terms of this agreement shall not be deemed a waiver of any breach or default in any terms and conditions.

10. 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.

11. TERMINATION BY MANAGEMENT:

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

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

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

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Tenant Print Name

Witness

Tenant Signature (SEAL)

Tenant Print Name

Witness

Tenant Signature (SEAL)

MATTHEWS LANDING, INC.

By: _____
As Its Manager

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