

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

PAVILION LEASE

That MATTHES LANDING, INC., (hereinafter referred to as Management) does hereby let and Tenant does hereby lease the Matthews Landing Pavilion on the terms and conditions set forth below, to-wit:

Tenant Name: _____

Mailing Address: _____

City/State/Zip: _____

Phone: _____

Email: _____

1. TERM: The term of this lease is for the term set forth below:

a. Event Date: _____

Day of week (please circle):

M T W TH F S SU

b. Start (incl. Setup): _____ AM/PM

End (incl. Teardown): _____ AM/PM

c. Setup will be allowed no sooner than the start of your blocked rental time and teardown should be finished on or before your ending time and in no event later than 11:00 P.M.

2. RENT:

a. Fee. The following Fees must be paid in full no later than 14 days prior to the Event Date in the following amount:

Rental \$ _____

Clean-up \$ _____

Total Fee \$ _____

b. Security Deposit. In addition to the Fee, a Security Deposit in the amount of \$_____ is due at the time of reservation along with fully executed lease agreement to guarantee the availability of the facility for your event. In the event that there are no damages or Additional Charges due to Management hereunder, the security deposit will be refunded within 30 days of the date of your event.

c. Additional Charges. The cost of any for damages and/or improper clean-up will be the responsibility of the Tenant as Additional Charges. Additional Charges are due within 10 days of Management issuing an invoice therefor to Tenant.

d. Cancellation. If you cancel your rental more than 30 days prior to the Event Date, the Security Deposit will be forfeited, but the Fee will be returned. If you cancel your rental within 30 days of the Event Date, the entire amount of Security Deposit and Fee will be forfeited.

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

3. MUSIC: Tenant is responsible for any and all licensing fees. Management does not provide any sound equipment of any kind. Music shall be at a volume that does not disturb other Tenants or users of Matthews Landing. Management reserves the right to determine acceptable volume levels during your event.

4. BEVERAGE SERVICE/ALCOHOL:

a. Alcohol sales of any kind are **PROHIBITED**.

b. In order to serve alcohol, you must provide to Management, not less than 14 days prior to your event, a Certificate of Insurance with a minimum of \$1,000,000.00 bodily injury and property damage liability limit per occurrence, per event, and naming the Management, Hooper W. Matthews, III and Diann S. Matthews as additional insureds thereunder. Failure to provide said Certificate of Insurance shall serve to cancel your

reservation and terminate this lease and all Fees and Security Deposit will be forfeited.

c. Only Pepsi products may be provided at the pavilion.

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 damage, destruction of, or missing property as Additional Charges.

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

d. Tenant must leave the pavilion in the same condition in which it was found.

e. Do not tape, staple, nail or attach in any other way items to the pavilion structure or erect any structure without the advance written consent of Management.

f. Absolutely **NO COOKING OR GRILLING** in the pavilion. Grills must be kept on the outside of the pavilion structure.

g. **NO SMOKING.**

h. Upon departure:

i. Remove any debris, decorations and/or table covers;

ii. Turn off all lights and appliances;

iii. Tidy bathrooms and kitchen (remove any food and garbage); and

iv. Properly dispose of garbage 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.

6. ASSIGNMENT: This agreement shall not be assigned.

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 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.

9. WAIVER OF DEFAULTS: The failure of the Management to insist on a strict performance of any of the terms of this lease shall not be deemed a waiver of any of the terms and conditions hereof.

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 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, Additional Charges, a separate claim for actual damages for breach of this lease, 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.

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

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