

Heritage Motor Coach Resort & Marina

Rental Terms & Conditions:

I, the undersigned (whether one or more persons), do hereby acknowledge and agree that, in consideration of my occupancy of a Resort Site at Heritage Motor Coach Resort & Marina, a Land Condominium (the Resort), I and all of my family members and guests who will accompany me for my stay at the Resort (collectively, the Occupants) covenant and agree that the stay of the Occupants at the Resort will be subject, in all respects, to the following terms and conditions:

- **Only Class A motor homes that are 10 years old or newer and 34' or longer are permitted.**
- **The** minimum stay is 2 nights. Minimum requirement of 3 nights stay on holiday weekends.
- A deposit of 50% of your rental fee is required to hold your reservation. The balance will be collect 10 days prior to your check-in date. The deposit is refundable (minus a \$40 administration fee) if a cancellation notice is given at least 14 days prior to the scheduled arrival date. If a cancellation notice is given less than 14 days prior to your scheduled arrival date, the deposit and any other payments on file will be forfeited. Our Weather Policy: Prior to Arrival - If State or local governmental authorities (not the media) issue a Tropical Storm Warning or Hurricane Warning which includes either a Voluntary or Mandatory Evacuation Order for the immediate area, you will receive a refund of your deposit. If you cancel your reservation without the above orders having been issued, all amounts paid will be forfeited. After Arrival - If governmental authorities issue the above described orders during your visit and you decide to depart, the pro-rated amounts paid will be refunded within a reasonable time after you depart.
- An 11% Lodging Tax and a \$10 per night Impact Fee will be added to each reservation.
- Occupancy may not exceed 6 people per coach over 2 years of age.
- Specific Resort Site reservations are not guaranteed and Site Assignment is subject to change.
- Check-in time begins at 12noon and check-out time is by 11:00AM CST.
- After Hours emergency contacts: Ronnie Mac 251.223.2422 or Meg Reed at 251.550.5411.
- **The coach houses on each site are not included** with the rental of the site.
- You agree to be financially responsible for any damage your coach or vehicle may do to landscaping, electrical transformers, the pedestal, the parking pad, or the coach house.
- Please use the pads (if provided) at your rental site and place under your jacks.
- If a unit's patio has anything covered, please do not use; covered items are not available for use.
- Pool and Spa hours are 10:00AM-10:00PM CST with ADULT ONLY hours from 8:00PM-10:00PM CST. Children under the age of 14 must be accompanied by an adult 18 years or older.
- Laundry Room & Fitness Room are located on the first floor of the clubhouse.
- The Owner's Lounge on the second floor of the clubhouse is permitted for Unit Owners and their guests only when accompanied by the Unit Owner and is not included in the rental of your site.
- You may place your garbage (in sealed garbage bags) on the curb in front of your Resort Site before 11:00AM CST. Please **DO NOT LEAVE YOUR GARBAGE ON THE CURB OVERNIGHT.**
- Our streets are one way. The exit gate will open automatically as you pull slowly towards it.
- A driver's license is required for anyone to operate any motorized vehicle within the Resort.
- Please obey the speed limit, which is 10 miles per hour.
- The path through the middle of the Resort and the Marina is for pedestrians only. Bikes, scooters, skateboards, golf carts, etc. are allowed on the streets only.
- No parking allowed on the streets in the Resort except to hook or unhook your tow vehicle.
- All common areas of the Resort are non-smoking.
- Gas or propane grills are allowed; however, please do not place them on any patio furniture. They can be placed on your own table or directly on the concrete pad or paved patio area. Open fires that may give off a spark are NOT allowed.
- Please ensure the exhaust from your aqua hot does not present a fire hazard with the pine straw.
- As in any high quality resort, please do not hang anything outside including but not limited to towels, clothing, tarps, party lights, yard decor, etc.
- We understand that many of you have close ties to universities, your home state, and this great country. However, no flags or banners of any kind are allowed to be flown inside the resort. The lone exception is that you may fly your team's flag on game day during football season.

- Boats, fishing charters or other activities of this kind may pick up guests on the West side of the marina. If you have a boat, you may rent a boat slip from the office at a charge of \$25 per day.
- You may enjoy the walkway out to the marina and the covered pavilion at West end of the marina but you are prohibited from being on any of the finger piers or being near any of our owner's boats. Children under 14 must be supervised by someone 18 or older while on the marina.
- You may not clean fish or cut up bait anywhere on the property except on your own cutting board or table at the covered marina pavilion. It is illegal to dump any of the fish cleaning into the water. Please bag them and dispose of them in the dumpsters in the area to the right of the exit gate.
- Limit of 4 pets per coach. Pit-bulls, Rottweilers, & full size Dobermans are prohibited in the resort. ALL animals are to be kept on a leash and under the control of their owner when in the resort and you are required to clean up after them. Unruly or excessively aggressive animals will not be allowed in the resort. There are 5 receptacles with bags located throughout the resort. Any failure to pick up your pet's waste could result in eviction from the resort.
- All Occupants abide by the Rules and Regulations Concerning the Use of the Resort, as adopted and/or amended from time to time (the Rules), by Heritage Motor Coach Resort & Marina Homeowners Association, Inc., an Alabama non-profit corporation (the "Association").
- Any use of the swimming pool, fitness facility or any other of the common elements located at the Resort shall be subject to the following: In consideration of being permitted to rent and occupy a space at Heritage, the Occupants, both for themselves and their respective spouses, children, legal representatives, heirs and assigns (sometimes hereinafter collectively referred to as the Releasing Parties), hereby release, remise, waive and discharge the Association, Alabama Beach Realty, INC. (the Rental Company), and all of the respective affiliates, directors, officers, members, managers, employees, and agents of any of the foregoing (sometimes hereinafter collectively referred to as the Released Parties) from any actions, suits, damages, claims or judgments which may arise out of or otherwise result from any injury to persons or property, and for any and all loss, damage or claim which may be sustained or claimed to have been sustained while the Releasing Parties were or are on the Resort premises, regardless of the cause therefore. The Releasing Parties hereby acknowledge (a) use of the swimming pool and the fitness facility located at the Resort may present a risk of harm and injury to persons or property; and (b) that he/she understands the risks, and fully assumes the risks of any such injuries or property damage. Without in any way limiting the foregoing, the Releasing Parties should consult a physician or other medical expert prior to using the swimming pool or fitness facility. To the fullest extent permitted by applicable law, the Releasing Parties further hereby agree to indemnify the Released Parties and hold each of the Released Parties harmless from any claim, loss, liability, damage, judgment or cost, including, but not limited to, attorney's fees, of the "Released Parties" arising out of or otherwise related to the "Releasing Parties" entry and presence upon the Condominium (including, without limitation, the "Releasing Parties" use of the swimming pool and/or fitness facility. The Releasing Parties hereby expressly acknowledge and agree that the permission to enter upon the Resort is conditional, temporary and subject to revocation by the Rental Company and/or the Association and that either the Rental Company or the Association may revoke any permission granted hereunder, or limit the same, for any reason and at any time, within the sole and absolute discretion of the Rental Company and/or the Association, as applicable.
- The Occupants acknowledge and agree that in the event of any breach of the terms hereof by any of the Occupants, the Rental Company and/or the Association may invoke the jurisdiction of any court of law or equity that is situated in Baldwin County, Alabama, in order to obtain an injunction or any other remedy available to the Rental Company and/or the Association for the violation hereof or default hereunder by any or all of the Occupants. **IN WITNESS WHEREOF, the undersigned has executed this document on:**

Signature: _____ Date: _____

Print Name: _____