

Agreement

This Agreement is made this ____ day of _____, 2013, between MHC Resort Parks Limited Partnership, a Delaware limited partnership doing business as Enjoy America! (“Enjoy America!”), and the campground owner (“Campground”) identified on the signature page to this Agreement.

Recitals

A. Enjoy America! operates the Enjoy America! program and Campground has signed an Application and Agreement affiliating Campground with the Enjoy America! program.

B. Campground desires to enroll consumers in the Enjoy America! program on the terms set forth in this Agreement.

NOW THEREFORE, for good and valuable consideration, the parties hereto agree as follows:

1. Enrollment of Consumers. During the term of this Agreement, Campground will use commercially reasonable efforts to enroll its customers and other consumers in the Enjoy America! program. Consumers enrolled in the Enjoy America! program are referred to herein as “Members.”

1.1 Campground will use only advertising, marketing, and promotional materials that are provided by Enjoy America! or approved in writing by Enjoy America! in advance.

1.2 Campground will use the form of enrollment application and brochure provided by Enjoy America! from time to time.

1.3 Campground agrees not to make false or misleading statements or representations regarding Enjoy America! or the Enjoy America! program or any campground affiliated with the Enjoy America! program.

1.4 Members are only entitled to receive the benefits of the Enjoy America! program so long as they meet all of the qualifications and conditions of Enjoy America!'s rules for the Enjoy America! program, including, but not limited to, payment of annual dues. The annual dues paid by Members are currently \$39.95 for one year and \$69.90 for two years. The annual dues are the same for new enrollments and renewals.

1.5 Except as expressly set forth herein Campground will pay any expenses incurred by Campground in connection with its activities under this Agreement.

2. Commissions.

2.1 For each new Member enrolled in the Enjoy America! program by Campground, Enjoy America! will pay Campground a commission equal to \$25.00 if the Member pays the annual dues for one year with his/her enrollment application or \$35.00 if the Member pays the annual dues for two years with his/her enrollment application.

2.2 For each Member enrolled in the Enjoy America! program by Campground that renews his/her membership, Enjoy America! will pay Campground a commission equal to \$20.00 if the Member pays the annual dues for one year with his/her renewal or \$25.00 if the Member pays the annual dues for two years with his/her renewal.

2.3 Commissions are not earned by Campground unless Campground includes its unique code (to be provided by Enjoy America!) on the enrollment application. In addition, commissions are not earned by Campground until Enjoy America! receives the annual dues from the Member in readily available U.S. funds (*e.g.*, a Member's check has cleared his/her bank).

2.4 The commissions will be paid on a quarterly basis with checks being issued by the 15th of the month following the end of the quarter. Enjoy America! will send a statement with the commission showing the amount due and how it was determined.

2.5 Campground will only earn commissions under this Agreement so long as Campground is affiliated with the Enjoy America! program. In the event Campground ceases to be affiliated with the Enjoy America! program for any reason, Campground will no longer earn commissions under this Agreement.

2.6 Campground agrees to give Enjoy America! a completed and signed IRS Form W-9.

2.7 No commissions will be earned on the initial enrollment if new Members are enrolled on a trial basis or at a discounted rate, but commissions will be paid on renewals. All trial/discount offers must be approved by Enjoy America! in writing in advance.

3. Term. The term of this Agreement will commence on the date of this Agreement and continue on a month-to-month basis thereafter until terminated by either party on 30 days advance written notice to the other party.

4. Relationship of Parties. It is expressly understood and agreed upon between the parties that Campground is an independent contractor and will not for any purposes be considered an employee of Enjoy America! or any subsidiary or affiliate of Enjoy America!. It is agreed that Campground will be solely responsible for the payment of all federal, state and local taxes attributable to any and all payments made to Campground under this Agreement.

5. Use of Names and Service Marks.

5.1 Each party agrees that this Agreement does not give it any right, title, or interest in the other party's name, trademarks, service marks, logos, membership base, collateral materials, and/or marketing and sales strategies and concepts.

5.2 Each party must get prior approval, in writing, from the other party before using any of the other party's trademarks, logos, or name in any advertising, solicitation, or sales materials.

6. Notices. All notices provided for herein shall be deemed given if in writing and delivered personally or by registered or certified mail, postage prepaid, return receipt requested, and addressed to Enjoy America! or Campground respectively at their address listed on the signature page to this Agreement, or at such other address as either party may from time to time designate by notice or otherwise.

7. Governing Law; Venue. This Agreement is made and entered into and is deemed performed in the State of California and will in all respects be interpreted, enforced, and governed by and under the laws of that State. The parties hereby consent to service of process and submit to the jurisdiction of the courts of the State of California. If any party hereto should bring suit or any other proceeding against the other party to enforce any provision of this Agreement or relating to this Agreement, both parties hereby

consent to the venue of the California Superior Court of Los Angeles County or the United States District Court for the Central District of California.

8. Entire Agreement. This Agreement contains the entire Agreement and all understandings concerning the subject matter of this Agreement, and supersedes and replaces all prior negotiations, proposed agreements, and agreements, written and oral.

Executed as of the day and year first above written.

Campground

By: _____

Its: _____

Address:

Enjoy America!

MHC Resort Parks Limited Partnership

By: _____

Its: _____

Address:

2901 Cherry Avenue
Signal Hill, CA 90755