



STATE OF SOUTH CAROLINA)
COUNTY OF CHARLESTON)

THE CINDER CREEK BOATHOUSE
AT THE PRESERVE
LICENSE AGREEMENT FOR STORAGE

This License Agreement is entered into by and between the Kiawah Island Community Association, Inc. ("KICA") and _____ ("Licensee") as of the date Licensee has signed below is effective October 1, 2005 thru September 30, 2006. In consideration of the mutual promises contained herein, the parties agree as follows:

1. Applicants for a License Agreement must be a KICA member in good standing.
2. Subject to the terms and provisions hereof, KICA grants to Licensee a non-exclusive, revocable, and terminable license to enter the Licensed Premises (as hereafter defined) **for the purpose of storing up to three canoes, kayaks, or such other non-motorized small boats as KICA may deem appropriate, together with the non-exclusive, revocable, and terminable permissive right of access to and from the Licensed Premises and the Cinder Creek Boat Launch Facilities.**
3. Licensee understands and agrees that Licensee's use and occupancy of the Licensed Premises under this License Agreement does not and shall not create any rights in third parties, nor constitute a claim by any party of any interest or estate of any kind or extent whatsoever in the Licensed Premises and/or the Cinder Creek Boat Launch facility, docks, and/or the Cinder Creek Pavilion.
4. The 'Licensed Premises' shall mean and refer to Storage Space #____ in the Cinder Creek Boathouse at The Preserve, located on Blue Heron Pond Road, in the Town of Kiawah Island, Charleston County, S.C.
5. The term of this License Agreement shall be from **October 1, 2005**, through **September 30, 2006**.
6. Licensee shall pay KICA for this License Agreement the sum of \$500.00 (the "License Fee") for up to 3 canoe/kayak each, plus \$25.00 for decals (1 required per craft), in accordance with the Application and Fee Schedule attached hereto as Exhibit "A" and incorporated herein by reference. Licensee shall not be entitled to a refund of any portion of the License Fee if (i) Licensee terminates this License Agreement; or (ii) KICA terminates this License Agreement due to Licensee's failure to comply with the terms and provisions hereof. If, however, KICA terminates this License Agreement due either to damage or destruction to the Licensed Premises or circumstances beyond KICA's control which render the Licensed Premises and/or the Cinder Creek Boat Launch facility/docks unusable, Licensee shall be entitled to a refund of the unaccrued portion of the License Fee, effective as of the date of notice of such revocation or termination. Applicants applying for usage after the start of this Agreement (October 1, 2005) will be charged on a prorated basis. **License Agreements must be received by September 1, 2005 and may be mailed to KICA 23 Beachwalker Drive, Kiawah Island, SC 29455. All charges will be billed to the Licensee once License Agreements are received and processed. Charges will be payable by September 30, 2005.**
7. Licensee, guest, and invitees shall use the Licensed Premises and Cinder Creek Boat Launch facilities at his/her/their own risk and Licensee and Licensee's guests and invitees shall, at his/her/their own cost, save, defend, indemnify, and hold KICA, its employees and/or agents, harmless from and against all injury, loss, claims, judgments, causes of action or damages (including reasonable attorney's fees, expenses, and disbursements) to any person or property resulting from, arising out of, or in any way connected with the occupation or use of the Licensed Premises and/or the Cinder Creek Boat Launch facility/docks either by Licensee or guests or invitees of Licensee.
8. Licensee shall be responsible for securing his/her property and canoe/kayak, the Licensed Premises, the Boathouse facility/docks, and the restrooms after use. Canoes/Kayaks parked in any space other than their assigned spaces are subject to removal at Licensee's risk. Associated fees are the responsibility of the Licensee, due within 15 days. Licensee agrees to hold KICA and its employees and/or agents harmless from loss, claims, judgements, causes of action or damages involved in movement of said craft.
9. This License Agreement is granted subject to (i) all recorded Covenants and Restrictions affecting the property, including, but not limited to the Declaration of Covenants and Restrictions for the Boathouse and Pavilion at Cinder Creek and the Declaration of Covenants and Restrictions for the KICA; (ii) the Rules and Regulations attached hereto as Exhibit "B" and incorporated herein by reference (as the same may be amended from time to time), and such other rules and regulations for the Cinder Creek Boathouse facilities adopted and/or promulgated from time to time by KICA; (iii) all KICA policies and procedures, including those contained in the KICA Rules and Regulations Handbook; and (iv) all applicable governmental laws and ordinances.

10. Upon the termination of this License Agreement, Licensee shall quietly and peaceably surrender the Licensed Premises in as good condition as it was at the time Licensee's boat and/or any other property was placed by Licensee on the Licensed Premises, reasonable wear and tear excepted. Should Licensee fail to do so within fifteen days of the termination of this License Agreement, KICA shall have the right to remove the property of Licensee and dispose of the same in such manner as the KICA General Manager deems appropriate, and/or make repairs to the Licensed Premises, all at Licensee's expense, including all reasonable fees incurred by Licensor in connection with the collection and reimbursement of such sums from Licensee.
11. In the event this License Agreement is executed by two or more persons, then the obligations of the Licensee hereunder shall be the joint and several obligations of all such persons, and notice given to one of them shall be deemed notice to all.
12. This License Agreement contains the entire understanding of the parties, and it may be amended only by an instrument in writing signed by Licensee and the KICA General Manager.
13. Licensee agrees to report cleanliness, improperly parked vehicles, maintenance issues, and other concerns to the KICA Administration Department or the Sandcastle Community Center during normal business hours.
14. A penalty of \$50.00 will be assessed for vehicles, including canoes, kayaks, boats and trailers not displaying a **valid decal**.
15. If member does not renew License Agreement and subsequently does not remove property from storage, a penalty of \$25.00 per day may be assessed. Property will be considered abandoned after one notice via personal letter to Licensee's last known address, one notice in KICA's newsletter, and a legally required waiting period, if applicable. Abandoned property may be disposed of at the discretion of KICA's General Manager as specified in paragraph 10.
16. Licensee agrees that boats, trailers, canoe/kayaks, or other items left at the launch(es) or storage facility(ies) without a valid decal provided by KICA will be deemed "abandoned." A description of abandoned item(s) will be published once in the Kiawah Island Digest and/or other KICA publication. The Licensee hereby authorizes KICA to remove and dispose of abandoned property at its discretion if the abandoned property is not claimed within 30 days from the date of the publication. KICA is authorized to remove, sell, donate, or otherwise dispose of the abandoned property in any manner it deems appropriate as specified in paragraph 10.
17. By entering into this License Agreement, Licensee expressly agrees to hold KICA harmless for any actions KICA takes with respect to abandoned property (as defined above). Licensee expressly agrees not to seek reimbursement for any abandoned property disposed of by KICA and hereby releases KICA, its directors, employees, and agents from all liability and/or claims related to disposition of the abandoned property.
18. Jet Skis and Wave Runners are not permitted.

By the execution and delivery of the within License Agreement, Licensee agrees to abide by and comply with the terms, conditions, fees, and regulations set forth herein and in the documents attached hereto and/or incorporated herein by reference.

Signed, sealed and delivered by KICA and Licensee this ____ day of _____, 20__.

KICA, INC. Representative

LICENSEE:

By: _____

Signature of Licensee: _____

Printed Name: _____

Printed Name of Licensee: _____

Exhibit "A"

PLEASE COMPLETE THE FOLLOWING APPLICATION AND FEE SCHEDULE.
THANK YOU, AND ENJOY THE FACILITIES!

THE CINDER CREEK BOATHOUSE AT THE PRESERVE
APPLICATION AND FEE SCHEDULE

PLEASE PRINT LEGIBLY:

Application Date: _____

Printed Name of Applicant

Kiawah Property Address

Kiawah Phone

Street Address if Not Kiawah

Day & Evening Phone if Not Kiawah

City, State, Zip if Not Kiawah

Cell Phone

Email Address

Canoe/Kayak Types: _____ # of Vessels _____

Colors: _____ Other Description Info: _____

License Term: OCTOBER 1, 2005 THRU SEPTEMBER 30, 2006

Check the category of Access for which you are applying.

- I. Annual Storage Fee\$500 Annually
(one decal issued per canoe/kayak)
- II. Additional Decals.....\$25 Annually
____ # of decals requested (for more than one canoe/kayak in your storage space)
- II. Optional Restroom Key Fee.....\$12.50 Annually
____ # of keys requested

License Agreements must be received by September 1, 2005 and may be mailed to:

KICA
23 Beachwalker Drive
Kiawah Island, SC 29455
Attn: Joseph Stephens

All charges will be billed to the Licensee once License Agreements are received and processed.
Charges will be payable by September 30, 2005.

Decals & Keys

All decals and keys will become available once payments have been received. Decals and keys will be mailed certified, first class to the address provided below.

Please choose ONE option from EACH section below.

Decals

- I. My canoe/kayak is in storage. I would like a KICA staff member to affix my decals to my canoe/kayak.
- II. Please mail my decals to the address below. I will be responsible for affixing my decals prior to **October 1, 2005.**
Street Address: _____
City, State, Zip Code: _____
- III. Please hold my decals at the Sandcastle Community Center (Recreation Department) **I will pick them up on or before November 1, 2005.**

**Sandcastle Community Center Hours
1 Shipwatch Road, 843-768-3875**

Memorial Day – Labor Day
Mon – Sat 8am – 7pm
Sun 10am – 7pm

Labor Day – Memorial Day
Mon – Sat 8am – 6pm
Sun 11am – 6pm

Keys

- I. Please mail my keys to the address below.
Street Address: _____
City, State, Zip Code: _____
- IV. Please hold my keys at the Sandcastle Community Center (Recreation Department) **I will pick them up on or before November 1, 2005.**

**Sandcastle Community Center Hours
1 Shipwatch Road, 843-768-3875**

Memorial Day – Labor Day
Mon – Sat 8am – 7pm
Sun 10am – 7pm

Labor Day – Memorial Day
Mon – Sat 8am – 6pm
Sun 11am – 6m

**Administration Telephone - 843-768-9194, Toll Free – 866-226-1770, Fax - 843-243-8789
Sandcastle Community Center Telephone – 843-768-3875, Fax – 843-768-3889**

KICA USE ONLY

Payment Received: \$ _____ Date Received: _____ Cash/Credit Card/Check Number: _____

Decals: Affixed Mailed At Recreation Date: _____ Initials: _____
Keys: Mailed At Recreation Date: _____ Initials: _____

|
_____ | _____
Storage Slip # Storage Decal #