



**THE CINDER CREEK PAVILION AT THE PRESERVE
RENTAL AGREEMENT**

PLEASE PRINT LEGIBLY:

DATE: _____

Printed Name of Applicant

Kiawah Property Address

Kiawah Phone

Street Address if Not Kiawah

Day & Evening Phone if Not Kiawah

City, State, Zip of Not Kiawah

Event Type (Picnic, Wedding, Etc.)

Event Date

Number of Guests: _____

Event Time: _____ to _____

Special Arrangements Requested (Please note: KICA cannot guarantee special requests) _____

This Rental Agreement for the Cinder Creek Pavilion at The Preserve, located at _____ Blue Heron Pond Road, in the Town of Kiawah Island, Charleston County, SC, (the "Premises") is entered by and between the Kiawah Island Community Association, Inc. ("KICA") and _____ ("Applicant") as of the date indicated above. In consideration of the mutual promises and benefits contained herein, the parties agree as follows:

1. Applicants must be a Type A KICA member or Kiawah Resident. Guests must be accompanied by Applicant.
2. Subject to the terms and provisions set forth herein, KICA grants to Applicant the right, revocable and terminable as hereinafter provided, to enter the Premises for the purpose of the above named event.
3. Applicant understands and agrees that Applicant's use of the Premises under this Rental Agreement does not and shall not create any rights in third parties not constitute a claim by any party of an interest or estate of any kind or extent whatsoever in the Premises.

4. Applicant and those attending the above-described event at the Premises are subject to compliance with (I) all recorded Covenants and Restrictions affecting the Premises, 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 "A" 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 Kiawah Resort Associates, L.P. and/or 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.
5. Applicant will be responsible for cleaning the Premises, both before and immediately following the conclusion of the event (including the fireplace, if used.) Applicant will not reset electrical breakers. If lights are not functioning, please contact the Sandcastle during office hours (768-3875), or Security after office hours (768-5566). Applicant understands and agrees that all costs for cleaning not completed to KICA's satisfaction and any damages incurred, including damage to grass, turf, and/or landscaping, will be deducted from the \$500 deposit posted (which may be drawn upon by KICA for any costs or damages incurred), or billed to Applicant should the amount exceed \$500. Applicant agrees to promptly pay such additional amounts billed, if any.
6. Applicant is responsible for providing any materials necessary to the success of this Event, i.e., chairs, fireplace materials, food, beverage, etc.
7. This Agreement is valid only for the date and time of the event indicated above, and does not grant exclusive use to the adjoining areas. Other Type A KICA members, Kiawah Residents, guests, and visitors may use the Cinder Creek Boathouse, parking facilities, and/or dock facilities, and may not be restricted from such areas during this Pavilion event.
8. The Applicant and Applicant's guests and invitees shall use the Premises entirely at their own risk, and Applicant shall, at his/her/their own cost, save, defend, indemnify, and hold KICA, its employees 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 Premises by Applicant or guests or invitees of Applicant.
9. This Agreement contains the entire understanding of the parties, and may be amended only by an instrument in writing signed by the Applicant and the KICA General Manager.
10. If non-property owner guests are expected, Applicant agrees to submit a list of names to the KICA Security Department seven (7) days prior to the event, so that the appropriate guest passes may be generated. This may be coordinated through the Sandcastle if desired. Lists should be typed and include the full name of each guest, their arrival and departure dates, and the address where they will be staying, if not on Kiawah.
11. In the event of inclement weather on the date of the function, the same may be rescheduled by the Applicant subject to availability of the Premises.
12. Event cancellations shall be made in writing by the Applicant at least 30 days prior to event. Cancellations made within less than 30 days may be subject to a fee at the discretion of the KICA General Manager.

13. Applicant understands that no alteration or attachments shall be made either by Applicant or Applicant's guest or invitees in any form (such as with nails or screws) on the building or structures at the Premises.
14. Member agrees that one or more KICA board or staff members may attend functions held at KICA facilities for purposes of monitoring the event for compliance with the facility's rules. Member further agrees that any KICA board member, or upper staff management, can stop an event if it is deemed necessary in his/her discretion.
15. KICA retains the right to make reasonable revisions to this contract at any time without prior notice. Members holding open rental agreements at the time of any revisions will be informed of such revisions and their events will be governed by the revised document.
16. Applicant shall pay KICA in advance for this Rental Agreement the following:

Deposit (may be refunded following the inspection of Premises by KICA)	\$250
Usage Fee	\$250

Property Owner Sponsored Events shall pay KICA in advance for this Rental Agreement the following:

Deposit (may be refunded following the inspection of Premises by KICA)	\$350
Usage Fee	\$350

By the execution and delivery of the within Rental 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.

Kiawah Island Community Association,
Inc. (SEAL)

_____(SEAL)
Signature of Applicant

By: _____
Signature of KICA Representative

Printed Name of Applicant

Printed Name of KICA Representative

User Signature

Printer Name of User

Date of Payment _____

Cash Amount _____

Check Amount _____

Check Number _____

Balance Due _____

Due Date _____

All fees are payable in advance to: KICA, Inc 1 Shipwatch Rd, Kiawah Island, SC 29455
Telephone: 843-768-3875, Fax: 843-768-3889

[Exhibit "A" Cinder Creek Rules and Regulations](#)