



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 and is effective November 15, 2008 through November 14, 2009. In consideration of the mutual promises contained herein, the parties agree as follows:

1. Applicant 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 (3) canoes, kayaks** or such other non-motorized small boats as KICA may deem appropriate (in one slot), 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 **November 15, 2008** through **November 14, 2009**.
6. Licensee shall pay KICA for this License Agreement the sum of \$500 (the "License Fee") for up to three (3) canoes/kayaks each, plus \$25 for decals (one 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 (November 15, 2008) will be charged on a prorated basis. **License Agreement and fees must be received by November 5, 2008 and may be mailed to KICA, 23 Beachwalker Drive, Kiawah Island, SC 29455.**
7. Licensee, guest, and invitees shall use the Licensed Premises and/or 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. Licensees shall be responsible for securing their property and canoes/kayaks, 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, judgments, 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 15 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 chief operating officer (COO) 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 (2) 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. Licensee will include all such persons on page 3 under "Licensee" section, and each additional Licensee shall execute.
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 chief operating officer (COO).
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 per day will be assessed for vehicles, including canoes, kayaks, boats and trailers not displaying a **valid decal**.
15. 15. If member does not renew License Agreement and subsequently does not remove property from storage, a penalty of \$25 per day will be assessed. Licensee agrees that boats, trailers, canoes/kayaks, or other items left at the launch(es) or storage facility(ies) without a valid decal provided by KICA will be deemed "abandoned." Property will be considered abandoned after one notice via personal letter to Licensee's

last known address, one notice, including description, in KICA's newsletter (*Kiawah Island Digest*) and/or other publications, and a legally required waiting period, if applicable. 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.

- 16. 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.
- 17. Jet Skis, WaveRunners and similar motorized watercraft 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 rules and regulations set forth herein and in the documents attached hereto and/or incorporated herein by reference (Exhibits A and B).

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

KICA, INC. Representative

LICENSEE:

By: _____

Signature of Licensee (1): _____

Printed Name: _____

Printed Name of Licensee: _____

Signature of Licensee (2): _____

Printed Name of Licensee: _____

Signature of Licensee (3): _____

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 and Evening Phone if Not Kiawah

City, State, Zip if Not Kiawah

Cell Phone

E-mail Address

In the event of an emergency contact: _____ / _____
Name Phone Number

Canoe/Kayak Types: _____ #of Vessels _____

Colors: _____ Other Description Info: _____

License Term: NOVEMBER 15, 2008 THROUGH NOVEMBER 14, 2009

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(**up to two (2)additional canoes/kayaks in your storage space**)
- III. Optional One-time Restroom Key Fee.....\$20
___# of keys requested (**existing keys are not being changed at this time**)

License Agreement and Fees must be received by November 5, 2008 at:

**KICA
23 Beachwalker Drive
Kiawah Island, SC 29455
Attn: Holly Newman**

Decals and Keys

Upon receipt of full payment, KICA will mail decals and keys by certified, first class mail 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 **November 15, 2008**.

Street Address: _____

City, State, Zip Code: _____

- III. Please hold my decals at the Sandcastle Community Center (Recreation Department) at 1 Shipwatch Road. **I will pick them up on or before November 15, 2008.**

Keys

- I. Please mail my keys to the address below:
Street Address: _____
City, State, Zip Code: _____

- II. Please hold my keys at the Sandcastle Community Center (Recreation Department) at 1 Shipwatch Road. **I will pick them up on or before November 15, 2008.**

Sandcastle Community Center Hours

Memorial Day – Labor Day
Mon – Sat 8 a.m. – 7 p.m.
Sun 10 a.m. – 7 p.m.

Labor Day – Memorial Day
Mon – Sat 8 a.m. – 6 p.m.
Sun 11 a.m. – 6 p.m.

Administration Telephone: 843-768-9194, Fax: 843-243-8789, Mon-Fri 8 a.m. – 5 p.m.

Sandcastle Community Center Telephone: 843-768-3875, Fax: 843-768-3889

Toll Free for all departments: 866-226-1770

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



EXHIBIT "B"
TO CINDER CREEK STORATE LICENSE AGREEMENT
Rules and Regulations

The following is a list of rules and regulations for our facility. Please be sure that everyone using these facilities understands and abides by these rules. Thank you.

WHEREAS, Kiawah Resort Associates, L.P. ("KRA") is the owner of certain real property known generally as the Cinder Creek Boathouse Tract, located within The Preserve Subdivision, in the Town of Kiawah Island, Charleston County, South Carolina, (the "Property"), upon which Property KRA has constructed a Boathouse, Pavilion and Docks/Boat Launching facility, herein collectively referred to as the "Facilities;" and

WHEREAS, KRA has leased and/or deeded the Property and Facilities to the Kiawah Island Community Association, Inc. ("KICA") as a "Restricted Common Property" for the use and enjoyment of Kiawah Island owners (as such term is defined in the KICA Covenants), Type A Members of the KICA and their guests; and

WHEREAS, in order to (i) provide for and promote the preservation and conservation of wetlands, wildlife, game and migratory birds, (ii) maintain, enhance and accentuate the value and tranquility of neighboring properties; (iii) protect the natural and scenic resources; and (iv) ensure the safety and enjoyment of the Facilities, KRA and/or KICA has established the following Rules and Regulations for the operation and maintenance of the Facilities, to-wit:

1. The Property and Facilities shall be for the use of KICA members, KRA, and their respective (accompanied) guests and invitees.
2. No campers or other habitable motor vehicles of any kind, nor large commercial vehicles (except "pick-up" trucks, sports/utility, and/or other types of small to mid-sized personal recreational vehicles used to pull small boat trailers) shall be allowed on the Property without the prior, written consent of KICA, its successors and/or assigns.
3. The KICA member who arranged for use of the Property and Facility shall accompany their guests. That member shall be responsible for keeping the Property clean, tidy and clean of trash, rubbish and debris. All trash, rubbish, garbage or other waste shall placed in proper receptacle or be carried off the Property and properly disposed of in sanitary containers. Licensees of the Pavilion must clean the Pavilion (including the fireplace, if used), both before and after each usage. Water sources shall be turned off after each use.
4. The Property and Facilities shall not be used for commercial functions or activities without the express, prior, written consent of KICA, its successors and/or assigns, excluding such activities for which rights have been reserved by the Developer at the time of conveyance. Commercial functions and activities shall be defined as those that generate direct or indirect revenue for the member or organization sponsoring the event. This clause is intended to prohibit use by a sponsor's customers as opposed to member's personal guests. It is not intended to restrict use by Service or Social Groups such as The Exchange Club or The Alternatives.
5. No alterations or attachments shall be made to any building, dock, pier or other structure on the Property.

6. Functions at the Pavilion area shall be limited to no more than 75 persons and 25 vehicles. For events where more than 75 people are expected, prior written consent of KICA, its successors and assigns is required. Approval will generally be given to a group larger than 75, when the group consists primarily of members and their guests.
7. No bands, musicians, or other forms of entertainment shall be allowed to perform at the Facilities without the prior, written approval of the KICA chief operating officer (COO), which approval may be granted or withheld in the sole discretion of the KICA COO.
8. Noise levels must be kept at a minimum at all times. All events and functions at the Facilities shall be held between the hours of 9 a.m. and 9 p.m. absent the prior, written consent of the KICA COO.
9. Parking of vehicles is allowed only within the designated parking areas. Parking on the grass, street and/or road shoulders is not permitted without the prior, written consent of the KICA COO. No parking shall be permitted at the Facilities between the hours of 10 p.m. and 7 a.m., absent the prior, written consent of the KICA COO.
10. Crab pots/traps are not allowed at the Facility.
11. Kayaks and canoes must be launched from the existing dock facility only.
12. Swimming is not permitted from the docks.
13. Jet skis, WaveRunners and similar watercraft are not permitted.
14. All South Carolina maritime laws must be observed.
15. The docks are a NO WAKE ZONE.
16. Injury to natural resources and wildlife is strictly prohibited.
17. Children under the age of 12 must be accompanied by an adult. Parents must remain with children at all times.
18. Pets must remain on a leash at all times. Please remove all pet waste.
19. Licensees and their guests and invitees are expected to conduct themselves as good neighbors, respecting the rights of quiet enjoyment of others.
20. These Rules and Regulations have been promulgated by KICA, and are enforceable by KICA, its successors and/or assigns. The KICA COO shall have full discretion as to the interpretation of these Rules and Regulations. Failure to enforce these Rules and Regulations in whole or in part shall in no event be deemed a waiver or estoppel of the right to do so thereafter.
21. KICA shall have the right to modify and amend these Rules and Regulations in whole or in part from time to time.