



STATE OF SOUTH CAROLINA ) THE RHETT'S BLUFF RIVER LANDING  
 ) &  
 COUNTY OF CHARLESTON ) EAGLE POINT LAUNCH  
 ) LICENSE AGREEMENT FOR  
 ) LANDING USAGE

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 for a one (1) year term beginning November 15, 2008 and expiring on 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. This License Agreement shall automatically terminate if the applicant is no longer a KICA member in good standing. Licensee shall promptly notify KICA if Licensee ceases to be a KICA member by selling property.
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 which Licensee applies, for the purpose of launching a boat and/or use of the facilities, for one pleasure craft boat and/or trailer, or other item 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 Rhett's Bluff River Landing and Eagle Point Launch.
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 Rhett's Bluff River Landing or Eagle Point Launch.
4. The "Licensed Premises" shall mean and refer to Rhett's Bluff River Landing facility, excluding the Pavilion, and the Eagle Point River Landing facility in the Town of Kiawah Island, Charleston County, SC.
5. The term of this License Agreement shall be from **November 15, 2008** through **November 14, 2009**. KICA has the right to terminate this license agreement upon 60 days written notice.
6. Licensee shall pay KICA for this License Agreement an annual "License Fee" in accordance with the Application and Fee Schedule attached hereto as Exhibit "A" and incorporated herein by reference. KICA reserves the right to modify the Application and Fee Schedule in the future, and fees for the next license period will be governed by the Operative Schedule in effect on or about the time of expiration of this License Agreement and at the commencement of the next license period. On or before the expiration of the License period, Licensee is obligated to enter a new license agreement for the next license period. KICA will annually invoice Licensee for the License Fee for the upcoming year and enclose therewith the operative Fee Schedule. Licensee shall not be entitled to a refund of any portion of the annual 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 through exercise of its right to terminate upon 60 days written notice, or due either to damage or destruction to the Licensed Premises, or circumstances beyond KICA's control which render the Licensed Premises and/or the facilities unusable, Licensee shall be entitled to a refund of the unaccrued portion of the License Fee. **License Agreements and payment must be received by November 15, 2008** for the upcoming License Period and may be mailed to KICA, 23 Beachwalker Drive, Kiawah Island, SC 29455.
7. Licensee, guests and invitees shall use the Licensed Premises 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 either by Licensee or the guests or invitees of Licensee.

8. Licensee shall be responsible for securing his/her property and boat, and the Licensed Premises, during and after use. Boats/trailers parked in the Licensed Premises are subject to towing at Licensee's risk and cost. Licensee agrees to hold KICA and its employees and/or agents harmless from loss, claims, judgments, causes of action or damages involved in the movement and storage of said vehicle/watercraft.
9. This License Agreement is granted subject to all recorded Covenants and Restrictions affecting the property, including, but not limited to the (i) Declaration of Covenants and Restrictions for the KICA; (ii) the Rhett's Bluff River Landing and Eagle Point Boat Launch Facilities 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 these 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 those displayed on KICA's Web site at [www.kica.us](http://www.kica.us); (iv) all applicable governmental laws and ordinances; and (v) rights of the Developer (Kiawah Resort Associates, L.P.), which may have been reserved at the time of conveyance.
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. Licensee's surrender of the Licensed Premises includes, but is not limited to, the removal of Licensee's boat, trailer and any other property of Licensee's located on the Licensed Premises. 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 deems appropriate (including storing, selling, donating or destroying the property) 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. If Licensee fails to quietly and peaceably surrender the Licensed Premises in accord with this License Agreement, within 15 days of termination of this License Agreement, Licensee hereby releases KICA, its directors, officers, employees and agents from any claim, demands, causes of action, damages or losses relating to the detention, removal and disposal of the property of Licensee.
11. If Licensee does not enter a new License Agreement upon the expiration of the one (1) year term of this License, and fails to remove his/her property from the Licensed Premises, a penalty of \$25 per day may be assessed. Property will be considered abandoned after one notice sent via U.S. First Class Mail 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 chief operating officer as specified in paragraphs 10 and 13.
12. A penalty of \$50 may be assessed for vehicles, including boats and trailers, not displaying a valid decal.
13. Licensee agrees that boats, trailers or other items left at the launch facilities 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.
14. 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.
15. 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.
16. This License Agreement contains the entire understanding of the parties and, except for any future modifications to the Fee Schedule which are incorporated herein on their effective date, the Agreement may be amended only by an instrument in writing signed by Licensee and the KICA chief operating officer.

17. Licensee agrees to report uncleanliness, improperly parked vehicles, maintenance issues, and other concerns to the KICA Administration Department or the Sandcastle Community Center during normal business hours.

18. Jet Skis and WaveRunners are not permitted.

19. Boats including trailers are limited to 30 feet in length and 12 feet in width. Boats launched from Eagle Point River launch facility, may not exceed 18 feet in length.

20. Each Licensee will be provided with two (2) decals, one to be affixed to the boat trailer and one to the boat (fore, starboard side, above the water line), as directed by KICA.

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 (1): \_\_\_\_\_

Printed Name \_\_\_\_\_

Printed Name of Licensee \_\_\_\_\_

Signature of Licensee (2): \_\_\_\_\_

Printed Name of Licensee \_\_\_\_\_

Signature of Licensee (3): \_\_\_\_\_

Printed Name of Licensee \_\_\_\_\_

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

Exhibit "A"

THE RHETT'S BLUFF RIVER LANDING AND EAGLE POINT LAUNCH  
APPLICATION AND LICENSE 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

BOAT (fully identify other property if not boat): \_\_\_\_\_

Length: \_\_\_\_\_ Color: \_\_\_\_\_ Motor: O/B I/B Marine Registration Number: \_\_\_\_\_

Trailer Description: \_\_\_\_\_ Trailer License: State: \_\_\_\_\_ Number: \_\_\_\_\_

Other Description info: \_\_\_\_\_

Car Model (for Dock Access Only): \_\_\_\_\_ Car License: State: \_\_\_\_\_ Number: \_\_\_\_\_

**License Term: November 15, 2008 through November 14, 2009**

Check the category of Access for which you are applying.

- I.  Launch Access .....\$200 Annually  
Rhett's Bluff River Landing/Eagle Point Launch
- II.  Access to Dock Facilities and Vehicle Parking Only.....No Charge  
*(NO LAUNCH ACCESS OR TRAILERS)*
- III.  Additional/Replacement Decals ..... \$25 Annually  
\_\_\_\_ # of decals requested (Include vehicle information on separate sheet) Per Decal
- IV.  Additional/Replacement Keys .....\$20 Per Key  
\_\_\_\_ # of keys requested
- V.  Key Fee (if initial contract only) .....\$20

**License Agreements and payment must be received by November 15, 2008 and may be mailed to:**

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





RHETT'S BLUFF RIVER LANDING AND EAGLE POINT  
BOAT LAUNCH FACILITIES

**RULES AND REGULATIONS**

WHEREAS, Kiawah Island Community Association, Inc. ("KICA") is the owner of certain real property known as the Rhett's Bluff River Landing, located on Rhett's Bluff Road, and Eagle Point Launch located on Eagle Point Road in the Preserve, both located in the Town of Kiawah Island, Charleston County, South Carolina, (the "Property"), upon which Property KICA provides boat launch facilities, herein collectively referred to as the "Facilities"; and

WHEREAS, these facilities are intended for the use and enjoyment of Kiawah Island owners (as such term is defined in the KICA Covenants and hereafter referred to as "members"); 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 safe use and enjoyment of the Facilities, 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 in good standing, KRA as reserved by legal instrument, 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 (the licensee) who arranged for use of the Property and Facility shall accompany his/her guests. That member shall be responsible for keeping the Property clean, tidy, and free of trash, rubbish, and debris. All trash, rubbish, garbage, or other waste shall 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 generally be used for commercial activities, excluding such activities for which rights have been reserved by the Developer at the time of conveyance or have the express prior written consent of the KICA chief operating officer (COO). 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.
5. No alterations or attachments shall be made to any building, dock, pier, landscaping or other structure on the Property.
6. No KICA member or organization shall use the Property or Facilities more than four times per calendar year without the express prior written consent of the KICA COO. (Exception: This limitation does not apply to the boat launch areas, which may be used an unlimited number of times for personal boats after the appropriate fees are paid, nor to the reserved Developer rights).
7. Noise levels must be kept at a minimum at all times so as to cause no disruption to neighboring members. This applies to forms of entertainment including bands and musicians. The hours of operation are sunrise to sunset absent the prior, written consent of the KICA chief operating officer (COO).
8. Parking of vehicles and/or boat trailers 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 Landing/Launch between sunset and sunrise, absent the prior, written consent of the KICA COO.

Exhibit "B"

9. Overnight docking of boats is not permitted, except in special circumstances, such as an emergency, without the approval of the KICA COO.
10. Crab pots/traps may not be left overnight.
11. Boats must be launched from the existing dock/boat launch facilities only.
12. All boats and trailers under lease for annual use of the Rhett's Bluff River Landing and/or launch must bear, in plain view, paid decals as provided by KICA at the time the contract is signed, on the boat and on the trailer.
13. Boat storage may be available for rent for a fee from Kiawah Resort Associates (KRA, the developer), subject to KRA availability and regulations, including a potential requirement for a separate decal(s).
14. Boats including trailers are limited to 30 feet in length and 12 feet in width. Boats launched from Eagle Point Launch may not exceed 18 feet in length.
15. Swimming is not permitted from the docks, in the Landing area, or in Bass Pond. No lifeguards or other recreational safety personnel are provided by KICA. Boating and other recreational activities are at the members' or authorized users' risk.
16. Jet Skis, WaveRunners, or similar watercrafts are not permitted.
17. All South Carolina maritime laws must be observed.
18. The Landing, Launch, and docks are no wake zones. Boats pulling rafts are not permitted near the dock, as these cause significant wake.
19. Injury to natural resources and wildlife is strictly prohibited.
20. Children under the age of 12 must be accompanied by an adult. Parents must remain with children at all times.
21. Pets must always be on a leash. Any pet waste must be removed by the Licensee.
22. Members and their guests and invitees are expected to conduct themselves as good neighbors, respecting the rights of quiet enjoyment of others.
23. Environmental issues, including fuel and oil spills, overboard waste, and other contamination are the responsibility of the member or guest boater to mitigate, including the costs of cleanup, remediation, etc.
24. Any member or guest who causes harm or damage to the Rhett's Bluff Property, Facilities, and/or the marshland critical areas shall be responsible for the full and complete costs or repair and remediation.
25. 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. Any person who is found by KICA or other appropriate authorities to have breached these Rules and Regulations is responsible for all damages and restitution that flow from the breach or wrong, and is liable for all costs, including attorneys' fees, associated with any action taken to enforce the Rules and Regulations or compliance therewith, any action to seek damages for repair or remediation of the Property, Facilities, or critical areas, and/or any action to seek equitable relief concerning the Property, Facilities, or critical areas.
26. KICA shall have the right to modify and amend these Rules and Regulations in whole or in part from time to time.