



STATE OF SOUTH CAROLINA  
COUNTY OF CHARLESTON

THE CINDER CREEK BOATHOUSE  
AT THE PRESERVE  
STORAGE LICENSE AGREEMENT

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 January 1, 2019 through December 31, 2019. 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 small, non-motorized 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 ("the site").
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 January 1, 2019, through December 31, 2019.
6. Licensee shall pay KICA the sum of \$550 (the "License Fee") for the use of one space as described in paragraph 2 above, for the term stated herein, in accordance with the Application and Fee Schedule attached hereto as Exhibit A and incorporated herein by reference. Each boat, up to a maximum of three per space, must bear an identification decal. One decal is included in the License Fee; each additional decal must be obtained at the cost of \$25 each. 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 default or 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. License Agreements and Fees must be received by December 15, 2018. Please see Exhibit A on page 5 for full payment details. Failure of the Licensee to pay the applicable License Fee and renew the License Agreement on or before the aforesaid date constitutes an event of default of this Agreement.
7. Upon the termination or the member's default 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 (15) days of the termination or default of this License Agreement, KICA shall have the right to remove the canoes, kayaks, and property of Licensee and, after giving notice as described herein, sell, donate, and/or dispose of the same in such manner as the KICA's 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. Licensee agrees that judicial intervention shall not be required to sell, donate, or dispose of property under the terms of this Agreement.

8. Upon default by the licensee, KICA has a lien on all canoes, kayaks, and personal property stored in the licensed space for license fees, labor, or other charges in relation to the canoes, kayaks, and personal property, and for their preservation or expenses reasonably incurred in their sale or other disposition pursuant to this agreement. Abandoned canoes, kayaks, and personal property stored will be sold, donated, or otherwise disposed of if no payment has been received for a continuous fifty-day (50) period after default. If the annual license fee is not paid within fifteen (15) days of the date it was due, or if any check given in payment is dishonored, the licensee is in default from date payment was due. KICA's lien attaches as of the date the licensee is considered in default.
9. Licensee agrees that boats, trailers, canoes/kayaks, or other personal property left at the launch(es) or storage facility(ies) without either a valid decal provided by KICA or payment of the License Fee (i.e., event of default) will be deemed "abandoned." KICA may immediately remove and handle abandoned property and shall not be liable for any damages to or loss of the abandoned property. A charge of \$25 per day shall be applied for KICA's handling and disposition of abandoned property and the charge shall become part of the lien attached to the property. Upon default and/or abandonment, KICA shall post one notice via personal letter to Licensee's last known address concerning the abandoned property and its intent to sell, donate, and/or dispose of it if the owner of the abandoned property does not promptly claim it. KICA will publish a description of abandoned item(s) once in the Kiawah Island Digest and/or other KICA publications. The Licensee hereby authorizes KICA to sell, donate, and/or dispose of abandoned property at its discretion if the abandoned property is not claimed within thirty (30) days from the date of the publication and agrees to hold KICA harmless for any actions KICA takes with respect to abandoned property
10. Licensee and his guests/invitees shall use the Licensed Premises and Cinder Creek Boat Launch facilities at their own risk and Licensee and Licensee's guests/ invitees shall, at 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 this License Agreement, the occupation or use of the Licensed Premises and/or the Cinder Creek Boat Launch facility/docks either by Licensee or the guests/invitees of Licensee.
11. Licensee shall be responsible for securing their property and canoes/kayaks, the Licensed Premises, the Boathouse facility/docks and the restrooms after use. Canoes/kayaks stored in any space other than their assigned spaces are subject to removal at Licensee's risk. 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.
12. 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.

13. 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. Names of all such persons must be submitted in writing to KICA and attached hereto.
14. 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's COO.
15. Licensee agrees to report cleanliness, improperly stored boats, parked vehicles, maintenance issues and other concerns to the KICA Administration Department or the Sandcastle Community Center during normal business hours.
16. KICA does not provide any type of insurance which would protect the licensee's canoes, kayaks, and personal property from loss by fire, theft, or any other type casualty loss. It is the licensee's responsibility to provide such insurance.
17. Licensee acknowledges and agrees that the boats, canoes, kayaks, and/or other property Licensee brings onto the Licensed Premises and site are neither "watercraft" nor "articles" within the meaning of Section 29-15-10 of the South Carolina Code of Laws.
18. Jet Skis, Wave Runners and similar watercrafts are not permitted on the site.

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

THE CINDER CREEK BOATHOUSE AT THE PRESERVE  
STORAGE APPLICATION AND FEE SCHEDULE

**PLEASE LEGIBLY COMPLETE THE FOLLOWING APPLICATION AND FEE SCHEDULE.**

_____	_____
Printed Name of Applicant	Kiawah Property Address
_____	_____
Kiawah Phone	Address if Not Kiawah
_____	_____
Day and Evening Phone if Not Kiawah	City, State, Zip if Not Kiawah
_____	_____
Cell Phone	E-mail Address

Emergency contact: \_\_\_\_\_

Name	Relationship	Phone Number
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Canoe/Kayak Types: \_\_\_\_\_ # of Boats \_\_\_\_\_

Colors: \_\_\_\_\_ Other Descriptive Info: \_\_\_\_\_

**Storage and Decals**

Check all that apply in this section. Fees may not be prorated. (See paragraph 6 of contract for full details.)

- I.  Annual Storage, one slip accommodates 3 boats, one decal included with contract ..... \$550
- II.  \_\_\_ Number of Additional Decals Requested, up to two (cost each) ..... \$25

We will affix decal(s) to already-stored boat.

Please hold my decals at the Sandcastle Community Center (Recreation Department).

By my signature below, I have read and agree to abide by this License Agreement, including the rules and regulations herein.

Member's Signature and Printed Name: \_\_\_\_\_ Date: \_\_\_\_\_

Return your entire License Agreement, including the exhibits and fees, by **December 15, 2018**. Mail to the address below, or pay online ([www.kica.us](http://www.kica.us) - see pay assessments) and email the License Agreement to [sandcastle@kica.us](mailto:sandcastle@kica.us).

KICA Sandcastle  
1 Shipwatch Road  
Kiawah Island, SC 29455  
Attn: Terry Higgins/Donna Paterson

**Questions?**

Sandcastle: 843-768-3875, [Sandcastle@kica.us](mailto:Sandcastle@kica.us)  
Administration: 843-768-9194, TF 866-226-1770, [memberservices@kica.us](mailto:memberservices@kica.us)

[www.kica.us](http://www.kica.us)

**KICA USE**

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

Decals:        Affixed            Mailed            At Recreation    Date: \_\_\_\_\_        Initials: \_\_\_\_\_

Keys:                            Mailed            At Recreation    Date: \_\_\_\_\_        Initials: \_\_\_\_\_

Storage Slip # \_\_\_\_\_ Storage Decal(s) \_\_\_\_\_



**EXHIBIT B  
TO THE CINDER CREEK BOATHOUSE AT THE PRESERVE  
STORAGE LICENSE AGREEMENT**

**Rules and Regulations**

Licensee is responsible for communication of and adherence to these rules and regulation. Thank you.

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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 be 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. Inquire as to the use of the Pavilion should be directed to the Sandcastle (KICA recreation department) staff and is not granted as part of this agreement.
7. Noise levels must be kept at a minimum at all times.
8. 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.
9. Crab pots/traps are not allowed at the Facility.
10. Kayaks and canoes must be launched from the existing dock facility only.
11. Swimming is not permitted from the docks.
12. Jet skis and Wave Runners are not permitted.
13. All South Carolina maritime laws must be observed.
14. The docks are a NO WAKE ZONE.
15. Injury to natural resources and wildlife is strictly prohibited.
16. Children under the age of 12 must be accompanied by an adult. Parents must remain with children at all times.
17. Pets must remain on a leash at all times. Please remove all pet waste.
18. Licensees and their guests and invitees are expected to conduct themselves as good neighbors, respecting the rights of quiet enjoyment of others.
19. 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.
20. KICA shall have the right to modify and amend these Rules and Regulations in whole or in part from time to time.