

**THIS AGREEMENT IS SUBJECT TO MANDATORY ARBITRATION PURSUANT TO
THE SOUTH CAROLINA UNIFORM ARBITRATION ACT, SECTION 15-48-10, ET SEQ.,
CODE OF LAWS OF SOUTH CAROLINA 1976.**

Kiawah Island Golf Resort Key Care Agreement

THIS KEY CARE AGREEMENT (this "Agreement") is made by and between KIAWAH ISLAND INN COMPANY d/b/a Kiawah Island Golf Resort ("Kiawah") and the below-named owner(s) identified in Section I hereof (the "Owner(s)") (individually a "Party" and collectively the "Parties").

WHEREAS, Owner realizes the Kiawah provides certain home care management services which may benefit Owner;

WHEREAS, Owner desires to retain the home care management services of Kiawah for the term and subject to the terms and conditions of this Agreement; and

WHEREAS, the Kiawah desires to render home care management services for the term and subject to the terms and conditions of this Agreement hereinafter set forth.

NOW THEREFORE, for valuable consideration paid, receipt of which is acknowledged, effective the date first written above, the parties agree as follows:

1. Owner and Property Identification.

_____ (the "Owner")
Name

Address

City, State Zip

Social Security No. or Tax Identification No.:

Home telephone number

Business telephone number

Fax number

E-mail address
_____ (the "Premises")
Property address

Number of Bedrooms & Type (Home/Villa)

The Owner wishes to engage Kiawah's services as the exclusive home care manager for the Premises. All billing and correspondence shall be addressed to the Owner' address above. Owner should send any address changes to the Agent's office at:

Kiawah Island Golf Resort
Property Management Office 12
Kiawah Beach Drive Kiawah
Island, SC 29455 facsimile: 843-
_____ email:

2. Term. This Agreement shall be valid for a term of one (1) year and shall automatically renew without notice. This Agreement may be terminated subject to the termination provisions of Section 8.

3. Home Care Management Services. Kiawah agrees to provide the following home care management services (the "Services") at and for the Premises:

- (A) Kiawah shall maintain a location within the proximity of Kiawah Island to collect and distribute door keys for the Premises (the "Keys") and shall distribute the Keys to the Owner and designees and guests of Owner year-round.
- (B) The Owner shall notify Kiawah of the Owner's reservations and bookings of the Premises. Kiawah's office hours are from 8:30AM – 5:00PM and a representative may be contacted at 843-768-2121 or using the address in Section 1. Reserving and booking of the Premises is solely the responsibility of the Owner. Kiawah undertakes no responsibility and makes no representations about the marketing, booking, advertising, and/or reserving the Premises.
- (C) Kiawah shall conduct two (2) monthly "walk-through" of the Premises. Kiawah DOES NOT ASSUME ANY RESPONSIBILITY or LIABILITY for damage caused to property by any party, including but not limited to Owner, Owner's guests, designees, licensees, invitees, trespassers, contractors, or acts of god. A walk-through shall consist of the following:
 - I. Inspect inside and outside perimeter of Premises (excluding crawlspace, if any) for patent water leaks and other patent damage, and reporting such findings to owner.
 - ii. Secure the Premises, including closing and locking all doors and windows.
 - iii. Monitor Premises climate control including adjusting heat or air conditioning as seasonally appropriate.
- (D) Kiawah agrees to replace HVAC filter(s) once monthly during the walk-through of the property.
- (E) Kiawah shall bill Owner monthly for services rendered herein. Kiawah WILL NOT collect any funds on behalf of the Owner for any reason.
- (F) Kiawah agrees to make certain limited maintenance services for the Premises available, upon Owner's request, for ADDITIONAL FEES as set forth in Section 6 "Maintenance Services and Fees".
- (G) Kiawah agrees to make certain limited housekeeping services available for the Premises upon Owner's request, for an ADDITIONAL FEE as set forth in Section 5 "Housekeeping Services and Fees".

3A. Owner Obligations. The Owner agrees to provide Kiawah with a Key to access the Premises. The Owner further agrees to notify Kiawah of any and all reservations, bookings, and dates of occupancy at least twenty-four (24) hours prior to occurrence according to the Notice provisions in Section 12. The Owner agrees to keep all doors and windows as well as the locks attached thereto in proper operating order.

4. Base Monthly Fee. The owner agrees to pay the agent the following base fee per month (the "Base Monthly Fee") according to the number of bedrooms and type of the Premises: 3 Bedroom \$100.00 4 Bedroom \$125.00 5 Bedroom Villa \$150.00 6 Bedroom Villa \$175.00 7 Bedroom Homes \$200.00

5. Housekeeping Services and Fees. Housekeeping services are provided for the additional fees set forth below. Housekeeping services **MUST BE SCHEDULED AT LEAST THIRTY-SIX (36) HOURS IN ADVANCE.** All requests for housekeeping services must be made directly to the Property Management Department.

Housekeeping service requires owner to provide all linens for property. Linens will be laundered in owners' property using owner's equipment. The fees for housekeeping service are available upon request via the property management team. Such quotes will be provided in writing by the property management team prior to any such work being performed.

6. Maintenance Services and Fees. Maintenance Services may be provided for an additional fee and exclude the cost of materials. Standard Maintenance rates will apply between the hours of 8:30AM – 5:00PM, Monday thru Friday. After Hours and Weekend rates will apply after 5:00PM, prior to 8:30AM and weekends. All scheduled maintenance will generally be performed between 8:30AM – 5:00PM, Monday thru Friday (Standard Maintenance Hours). Only emergency maintenance will be performed during After Hours and Weekend Hours. Emergency Maintenance will deem as repairs necessary to protect the property from damage.

Maintenance Fees:

Maintenance fees are based on job quotes which will be issued in writing to the owner prior to the performance of any work.

7. Payment Terms. Payment terms are Net 30 days. After 30 days the account will be assessed a 1.5% monthly service charge.

8. Termination. This Agreement may be terminated under any of the following circumstances:
a. By mutual agreement of both parties, this shall be in writing and executed by both parties.
b. By either party upon thirty (30) days prior written notice to the other party.

9. Return of Keys. Kiawah shall, at the request of the Owner and upon termination of this Agreement return to the Owner all Keys handled by the Kiawah pursuant to this Agreement.

- 10. Indemnification.** Owner shall indemnify and hold Kiawah harmless from and against any and all liability for injury to persons or property occasioned wholly or in part by a negligent act or omission of its part, including any and all expenses, legal or otherwise, incurred by the other in the defense of any claim or suit arising out of work done under this Agreement.
- 11. Assignments.** Kiawah may assign this Agreement to an affiliate without the consent of Owner otherwise this Agreement is not assignable and shall not be assigned in whole or in part by either Party without the prior written consent of the other Party.
- 12. Notices.** Any notice required or permitted to be given under this Agreement by one Party to the other shall be sufficient if given or confirmed in writing either by mail, courier, facsimile, or email to the Parties at the addresses set forth in Section 1, above.
- 13. Disputes.** The Parties agree to provide written notice to the other Party of any disputes arising out of or under this Agreement. For disputes not settled by agreement between the Parties, the Parties agree that all disputes must be resolved through binding arbitration pursuant to the South Carolina Uniform Arbitration Act, Section 15-48-10, *et seq.*, Code of Laws of South Carolina 1976.
- 14. Applicable State Law and Compliance.** The validity, construction, scope and performance of this Agreement shall be governed by and construed in accordance with the laws of the State of South Carolina. The Parties agree to comply with the applicable provisions of any federal, state or local law or ordinance and all orders, rules and regulations issued hereunder.
- 15. Invalid Provisions.** In the event any one or more of the provisions contained in this Agreement shall be for any reason held invalid, illegal or unenforceable in any respect it shall not affect any other provision of this Agreement.
- 16. Entire Agreement.** This Agreement, including all documents incorporated herein by reference, if any, constitutes the entire understanding and agreement between the Parties with respect to the subject matter hereof and supersedes all prior representations and agreements. It shall not be valid except by an instrument in writing of subsequent date, duly executed by an authorized representative of each of the Parties.

IN WITNESS WHEREOF, the parties hereto have executed this Key Care Agreement effective as of the day and year indicated below.

WITNESSETH:

By:

KIAWAH:

Its: _____
- _____ Date:

By:

OWNER:

Its: _____
- _____ Date:
