

TOWER BEACH LOCKER RENTAL AGREEMENT

This Tower Beach Locker Rental Agreement (the "Agreement") is executed between COMMUNITY SERVICES ASSOCIATES, INC. ("CSA") and "Name" having a Sea Pines address of , phone number of, _____ and e-mail address _____ of ("Renter").

For and in consideration of the mutual covenants and promises contained herein and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, CSA and Renter agree as follows:

- 1. LOCKER RENTAL.** CSA grants to Renter the exclusive right to use a Tower Beach Locker designated as Locker 15 ("Locker") during the term of this Agreement.
- 2. TERM AND RENT.** This Agreement shall commence on 1/1/2019 and end on 12/31/2021 (the "Term"), unless terminated sooner. Renter shall pay CSA the sum of \$250.00 (the "Rent") upon the execution of this Agreement and an additional \$250.00 each calendar year of the Term as long as (a) Renter owns real property in Sea Pines Plantation, and (b) Renter has not defaulted hereunder. Rent is non-refundable and is prorated as follows: Jan.-April and Oct.-Dec. \$10/month, May-Sept. \$36/month. The Term shall terminate on the date noted above. At the end of the Term, Renter may place his or her name onto a waiting list to determine eligibility for the next (3) year term. Once CSA Staff determines those on the waiting list likely to receive a locker in the next (12) months, a non-refundable deposit may be required to remain on the waiting list. Once a locker is issued, any deposits made will be applied to the Rent due. This Agreement shall terminate if Renter sells Renter's Sea Pines Plantation property or in the event that Renter notifies CSA in writing that it wishes to terminate this Agreement as of the one year anniversary or two year anniversary of this Agreement. Should any payment or other amount provided for hereunder be paid ten (10) days or more after the regularly scheduled due date, CSA may immediately terminate this Agreement without further notice, and Renter may lose all rights to the Locker.
- 3. USE OF LOCKER.** Renter shall use the Locker in a proper and prudent manner, in compliance and in conformance with all applicable federal, state, local or other laws, ordinances or regulations including, but not limited to, CSA's rules governing use. Renter shall provide his or her own lock and keep the Locker secured at all times, even if the Locker is empty and not being used. Renter shall not store combustibles, foods, illegal substances, wet clothing or towels, or any items in the Locker which may cause a nuisance, odor, danger, or any hazard to any person or property. Renter shall not alter labels or other markings identifying the Locker. No alterations whatsoever shall be made by Renter to interior or exterior of the Locker. CSA RESERVES THE RIGHT TO OPEN ANY LOCKER WITHOUT NOTICE TO RENTER TO ENSURE COMPLIANCE WITH THIS AGREEMENT. IF CSA MUST DESTROY A LOCK TO INSPECT ANY LOCKER TO ENSURE COMPLIANCE WITH THIS AGREEMENT, CSA SHALL NOT BE RESPONSIBLE FOR THE COSTS OF REPLACING SUCH LOCK.
- 4. LOCKER AND CONTENT LIABILITY.** CSA is not the manufacturer of the Locker. CSA SHALL MAKE NO WARRANTY, EXPRESS OR IMPLIED, AGAINST DEFECTS IN FITNESS FOR A PARTICULAR PURPOSE OR CAPACITY OF THE LOCKER. CSA SHALL NOT BE RESPONSIBLE FOR ANY DEFECT IN THE LOCKER OR THE OPERATION THEREOF, NOR FOR ANY LOSS OR DAMAGE RESULTING FROM DEFECT OR INEFFICIENCY OF THE LOCKER. CSA shall not be responsible for the loss or theft of any property left in the Locker by the Renter, and CSA warns Renter to not keep any valuable items whatsoever in the Locker. Loss, theft or damage to any property of Renter stored in locker shall not impair any obligation of Renter under this Agreement.
- 5. MODIFICATIONS TO AGREEMENT.** This Agreement constitutes the entire understanding between CSA and Renter. No representations, agreements or understandings shall be binding on either of the parties hereto unless specifically set forth in this Agreement or a written amendment to the Agreement. The term "Renter" as used herein shall include any and all Renters who sign hereunder, each of whom shall be jointly and severally bound hereby. Renter shall not assign this Agreement.
- 6. REPAIR OF LOCKER.** Renter shall be responsible for any damage to the Locker caused by Renter. Renter shall keep the Locker clean. In the event of damage to the Locker, other than normal wear and tear, Renter shall promptly notify CSA. All costs of repairs for damages caused to the Locker by the Renter, its guests or agents shall be paid to CSA within ten (10) days of invoice, or CSA may terminate this Agreement by immediate written notice.
- 7. END OF TERM.** Upon expiration or termination of this Agreement, Renter shall promptly clean the Locker at RENTER'S EXPENSE and shall return the locker to CSA in a clean condition, normal wear and tear excepted.

8. **INDEMNIFICATION.** Renter agrees to indemnify CSA against all loss, damage, expense or penalty arising from any injury to person or property of any character whatsoever occasioned by the operation, handling or storing of the Locker or of any property in the Locker during the Term of this Agreement, or while the Locker is in the possession or under the custody and control of Renter.
9. **DEFAULT.** Any of the following events or conditions shall constitute an event of default "Event of Default" hereunder:
- a. Non-payment of any amount provided for in the Agreement for ten (10) days after the same becomes due;
 - b. Default by Renter in the performance of any other obligation term or condition of this Agreement or any CSA Covenant, Rule or Regulation, Sea Pines Security violation, or violation of the Sea Pines Architectural Review Board;
 - c. Any writ or order of attachment or execution or other legal process levied on or charged the Locker;
 - d. Sale of the Renter's Sea Pines real property;
 - e. The failure of the Renter to abide by any of the provisions of this Agreement or to perform any of Renter's obligations.
10. **CSA REMEDIES.** Upon the occurrence of any Event of Default as defined herein, CSA may, at its sole election and without demand, notice or presentment of any kind: (i) declare due, sue for and recover from Renter an amount equal to the total Rent due for the full Term, including all other amounts due and owing by Renter under the full Term, and Renter shall return and surrender the Locker; (ii) take possession of any or all personal property in the Locker, without court order or other process of law or any hearing or proceedings prior to repossession, and Renter hereby waives all such notice, process, proceedings and any and all damages caused by such taking of possessions; (iii) terminate this Agreement; (iv) remedy such Event of Default with the cost thereof to be assessed against Renter; and (v) pursue any other remedy available to CSA at law or in equity, all such remedies to be cumulative and may, at CSA's option, be enforced concurrently. In the event Renter's obligations hereunder are collected by or through an attorney at law, Renter agrees to pay all costs and expenses of such collection, including court costs and attorney's fees. All such costs shall also be made a part of the amount in default.
11. **MISCELLANEOUS.** No waiver or failure to exercise any right or rights by CSA shall be deemed a waiver of such right or rights at any time, and CSA at all times shall retain the right to require strict compliance with the terms of this Agreement. All notices hereunder shall be sufficient if in writing and given personally or mailed to the parties involved at the addresses set herein. Any such notice mailed to such address shall be effective when deposited in the United States Mail, duly addressed and with postage prepaid. This Agreement shall be subject to South Carolina law, and Renter consents and submits to the jurisdiction and venue of Beaufort County, South Carolina. This Agreement shall take effect only when accepted by CSA at its principal office and shall not be deemed made or executed unto so accepted by the CSA.
12. **RENTER ACKNOWLEDGES THAT RENTER HAS READ THIS AGREEMENT AND IS AWARE OF ALL TERMS HEREOF AND ACKNOWLEDGES RECEIPT OF AN EXACT COPY OF THIS AGREEMENT. ANY INVALIDITY OR UNENFORCEABILITY OF A PARTICULAR PROVISION OF THIS AGREEMENT SHALL NOT AFFECT THE OTHER PROVISIONS HEREOF AND THE AGREEMENT SHALL BE CONSTRUED IN ALL RESPECTS AS IF SUCH INVALID OR UNENFORCEABLE PROVISION WERE OMITTED.**

IN WITNESS WHEREOF, the parties have hereunto set their hands and seal the day and year first above written.

CSA

RENTER

By: