

5. **Cleaning Fee.** A cleaning fee of _____ (the "Cleaning Fee") shall be paid to the Licensor upon execution of this Agreement. Said Cleaning Fee shall be applied towards fees associated with the base cleaning of the Premises following expiration of the Term and Licensee shall remain responsible for any cleaning expenses in addition to the Cleaning Fee.
6. **Security Deposit.** A Security Deposit of One Thousand and shall be paid to the Licensor upon execution of this Agreement. Said Security Deposit will be held by Licensor until the expiration of the term and shall be applied towards any holdover, additional cleaning expense, damage or repair necessitated by Licensee's use of the Premises.

Should Licensee fail to vacate the Premises upon expiration of the Term, Licensee shall be charged a holdover rate equal to One Hundred Fifty Percent (150%) of the daily License Fee for each day the Licensee should be deemed to holdover.

If cleaning exceeds the amount of the Cleaning Fee or if damage or repairs exceed the amount of the Security Deposit, the Licensee acknowledges they will be personally responsible for payment of any additional amounts immediately upon demand. If damages, repairs or additional cleaning expenses total less than the amount of the Security Deposit, any excess funds will be returned to the Licensee within Fourteen (14) days.

7. **Termination / Cancellation.**

Licensee shall receive a full refund of all amounts paid to Licensor in the event this agreement is terminated or cancelled due to Act of God including but not limited to a named tropical storm or hurricane or damage to the Premises due to fire, flood or other weather related event.

In the event of cancellation or termination by Licensee for any other reason, Licensee shall forfeit any and all amounts paid to Licensor.

8. **Guidelines for Use of the Premises.**

- a. Georgetown County enforces a strict noise ordinance beginning at 11:00 PM. Licensee hereby acknowledges these restrictions, agrees to adhere to the same and specifically agrees to cause the band or other music to end at or before 11:00 PM.
- b. Licensee shall be solely responsible for cleaning of the Premises. The Premises must be cleaned of all trash and decorations or other property of the Licensee removed immediately following the Event. Licensor shall inspect the Premises immediately upon expiration of the Term.
- c. Depending upon the type of event and number of expected attendees, outside portolets may be required. In such event, Licensee shall arrange and pay for portolet service.
- d. Licensee may decorate the Premises but shall under no circumstances make holes in walls, furnishings or fixtures.
- e. Lessee may use any furniture located upon or within the Premises, but Licensee shall not move any furniture without the specific consent of Licensor.

- f. Licensee shall not throw rice, birdseed, artificial rose petals or other similar items.
- g. Licensee shall not allow sparklers, fireworks, candles or any open flames of any type.
- h. Parking will be allowed only in designated parking areas. Licensee shall be responsible for damage caused by the parking of vehicles outside designated parking areas.
- i. The Premises, both inside and outside, is a smoke free area. Tobacco may not be used on the Premises under any circumstances.
- j. Licensee shall not permit the consumption of alcohol by anyone under the age of Twenty-One (21) years, nor shall Licensee permit the consumption of alcohol by anyone who is visibly intoxicated.

LICENSEE SPECIFICALLY ACKNOWLEDGES THE FOREGOING GUIDELINES AND AGREES TO COMPLY WITH THE SAME

LICENSEE INITIALS: _____

9. **Event Planner.** Licensee shall be required to use the services of an approved, licensed and insured professional event planner whose costs shall be the sole responsibility of Licensee.

Licensee's event planner is: Company Name: _____
 Contact Person: _____
 Telephone: _____
 Email: _____

Should Licensee change event planners, Licensee shall immediately notify Licensor in writing and provide the new event planners name and contact information.

Should Licensee not have retained the services of an event planner at the time of execution of this Agreement, Licensee shall notify Licensor of the event planners name and contact information as soon as practicable. In the event Licensee has failed to provide Licensor with the name of an approved event planner by that date which is Thirty (30) days prior to the beginning of the Term, Licensor shall be entitled to cancel this Agreement without penalty and without any obligation to refund any amounts paid Licensor by Licensee.

10. **Vendors.** Licensee, and the Event Planner, shall be responsible for overseeing all Vendors and all Vendors shall be required to have acceptable insurance. Licensee shall provide Licensor with a copy of an active General Liability policy of insurance for all Vendors. The attached Vendor Agreement should be completed and signed by all Vendors including the Event Planner prior to beginning of the Term.
11. **Security.** Depending upon the type of event and number of expected attendees, Licensee may be required to obtain licensed security officer(s) to be present during the entirety of the Term. In such event, Licensee shall arrange and pay for such security.
12. **Indemnity / Hold Harmless.** Licensee, her representatives, agents, vendors, heirs, successors and assigns hereby agree to indemnify, defend and hold harmless Licensor and

DQ Properties, LLC, their managers, members, owners, representatives, employees, officers, directors, agents, successors and assigns (hereinafter “Indemnified Parties”) from any and all liabilities, claims, losses, costs, expenses, damages, actions, lawsuits, causes of action or any other responsibility or exposure generated by or arising from or out of the use of the Premises. Such indemnity shall include without limitation all actual damages, direct or indirect consequential damages, fines, penalties and all court costs and attorney fees incurred by the Indemnified Parties.

13. **Event Insurance.** Event Insurance in the minimum amount of One Million Dollars (\$1,000,000.00) per person with Licensor and DQ Properties, LLC named as Additional Insureds is required to protect and hold harmless Licensor during the Term. This insurance specifically needs to include any planned use of alcoholic beverages being served on the property. Licensee shall provide proof of insurance to Licensor at least Thirty (30) days prior to the beginning of the Term. Should Licensee fail to obtain the required insurance, or should Licensee fail to provide Licensor with proof of insurance as required herein, Licensor shall be entitled to cancel this Agreement without penalty and without any obligation to refund any amounts paid Licensor by Licensee.

14. **Damage.** Licensee shall be responsible for any damage caused to the Premises, or the personal property, fixtures and furnishings contained therein, as a result of its use and occupancy. Licensee agrees to pay any cleaning costs occasioned or necessitated by its use of the Premises in excess of the Cleaning Fee. Licensor is not responsible for any items left on the Premises at the conclusion of the Term.

15. **Notice.** Any notice or communication which may be given, or is required to be given under the terms of this Agreement shall be in writing, and mailed to the respective party at the address set forth herein below. Delivery shall be deemed complete either (a) upon receipt if delivered by facsimile, hand delivery, or via national overnight courier, or (b) upon receipt or first refusal thereof if sent by registered or certified mail, postage prepaid and return receipt requested, addressed as follows:

Licensor: Four Winds Hospitality, LLC
 257 Willbrook Drive
 Pawleys Island, SC 29585

Licensee: _____

16. **Interpretation.** Nothing herein shall be interpreted as a Lease Agreement, and nothing herein shall be construed as to create a Landlord and Tenant relationship between the parties hereto. The parties hereto specifically acknowledge the South Carolina Residential Landlord Tenant Act **DOES NOT** apply to this Agreement.

17. **Compliance.** Licensee shall comply with all laws, ordinances, rules and orders of Litchfield Plantation and appropriate governmental authorities applicable to its use of the Premises.
18. **Captions.** Any heading preceding the text of any paragraph hereof is inserted solely for convenience of reference and shall not constitute a part of this License Agreement, nor shall they affect its meaning, construction or affect.
19. **Assignment.** This agreement shall not be assignable by the Licensee without the written consent of Licensor. Licensor may withhold written consent in its sole discretion.
20. **Facsimile and Other Electronic Means.** The parties agree that this Agreement may be communicated by use of a fax or other secure electronic means, including but not limited to electronic mail and the internet, and the signatures, initials and handwritten or typewritten modifications to any of the foregoing shall be deemed to be valid and binding upon the parties as if the original signatures and initials.
21. **Survival.** If any provision of this Agreement should be or become invalid, such invalidity shall not in any way affect any of the other provisions of this Agreement which shall continue to remain in full force and effect.
22. **Entire Binding Agreement.** It is expressly agreed between the parties that this Agreement constitutes the entire agreement between the parties hereto and there are no other conditions, reservations, or oral agreements of any kind regarding the purchase and sale agreed upon which are not contained herein. Any modifications or addendum of or to this Agreement must be in writing and be signed by both parties to this Agreement.
23. **Modification.** This agreement shall not be modified without the written consent of both parties.
24. **Choice of Law / Venue.** This Agreement shall be governed by, and construed in accordance with, the law of the State of South Carolina, all rights and remedies being governed by those laws. The parties hereto that Georgetown County, South Carolina shall be the proper venue for any dispute arising hereunder.

SIGNATURES ON FOLLOWING PAGE

THIS IS A LEGALLY BINDING CONTRACT. THE PARTIES ARE ADVISED TO SEEK LEGAL COUNSEL OR FURTHER ASSISTANCE IF THE CONTENTS ARE NOT UNDERSTOOD.

IN WITNESS WHEREOF, the parties or their authorized representatives have executed this License Agreement on the dates below indicated.

LICENSEE

FOUR WINDS HOSPITALITY, LLC,
LICENSOR

Signature
Name: _____
Date: _____
Telephone: _____
Email: _____

By: _____
Its: _____
Date: _____

Signature
Name: _____
Date: _____
Telephone: _____
Email: _____