

RENEWAL RATES WILL BE MARKET RATES AT THE TIME OF RENEWAL. ASSUMING THERE ARE NO WATERFORD OAKS VIOLATIONS, THE TENANT HAS THE RIGHT TO REQUEST FOR RENEWAL WITHIN 60 DAYS PRIOR TO EXPIRATION. LANDLORD HAS THE RIGHT TO APPROVE OR DISSAPROVE FOR ANY REASON OR NO REASON AT ITS SOLE DISCRETION. FAILURE TO INITIAL AND SIGN EVERYWHERE INDICATED IN THIS LEASE WILL RESULT IN AN INVALID OR NON RENEWAL OF THIS LEASE. Please initial here

OFFICE USE ONLY:
[] Full time tenant
[] Part time tenant

Waterford Oaks

SUBLEASE AGREEMENT

THIS AGREEMENT is made ON «Date»

between PALM SHORES DEVELOPMENT CORP., a South Carolina Corporation which will be referred to as “Landlord” in this agreement and the Tenant named below:

«Tenant_Name_1»

«Tenant_Name_2»

Person{s} named below will be living with the tenant and will be referred to as “guest”. They must abide by the rules and regulations. Tenant will be responsible for their actions. All guests living with the Tenant will also be required to have a criminal background check if they are 18 years and over. All guests under the age of 18 will be required to have a criminal background check performed once they reach the age of 18. Tenant will pay for credit and or criminal background checks at their own expense. All guest names, date of birth and social security number must on the Waterford Oaks application and must be approved. If additional space is needed, please let the Property Manager know. Please initial here

Name	Date of Birth
Name	Date of Birth
Name	Date of Birth

RECITALS:

Landlord holds a leasehold interest in certain land located in Horry County, South Carolina which includes the Lot of land described below.

Tenant desires to sublease a Lot from the Landlord and Landlord agrees to sublease an individual lot to the above-named Tenant on the terms and conditions set forth in this Sublease Agreement.

IN CONSIDERATION of the above recitals, the mutual covenants and promises and below, and other good and valuable consideration, the legal receipt and sufficiency of which are hereby acknowledged; the parties agree as follows:

- Definitions:** Whenever the following words or phrases appear in the Sublease Agreement aka Agreement, they are to be read and interpreted as having the following meaning and definition:

Initials _____

(A) Waterford Oaks. *Waterford Oaks* shall mean the development or residential community located in Garden City Beach, Horry County, South Carolina.

(B) Palm Shores Development Corp. Shall be referred to as *Landlord* shall mean the South Carolina Corporation, its successors or assigns which is the Landlord named on Page 1 of this Agreement and whose corporate officer has signed in this Agreement.

(C) Tenant. *Tenant* shall mean the individual or individuals who are named on Page 1 of this Agreement and whose signatures appear in this lease and which terms include masculine and feminine, singular or plural.

(D) Primary Tenant. *Primary Tenant* shall mean the designation assigned by Landlord to Tenants who live in Waterford Oaks on a full-time, year round basis

(E) Residence. *Residence* shall mean the modular home, manufactured home or any other approved structure used and occupied as a dwelling by a tenant and which is located on a Lot in Waterford Oaks.

(F) Lot. *Lot* shall mean the area of land which is identified by Address as defined below and by location on the map of Waterford Oaks and excluding the Common Areas

(G) Lease Term. *Lease Term* shall mean the period of time or duration of the Agreement, as stated on Page 2

(H) Commencement Date. *Commencement Date* shall be the date shown on Page 2 as shall mean the date which marks the beginning of the Lease Term as defined in the rules and regulations and shall be set forth herein and may be changed from time to time.

(I) Lease Fees. *Lease Fee* or *Lease Fees* shall mean the total of any fees or charges to be paid by the Tenant for the right to occupy an existing home or lot and use the Common Areas, including any penalties, late charges, surcharges or fines;

(J) Common Area. *Common Area* shall mean any land or area within the boundaries of Waterford Oaks and which is not specifically identified as a Lot address and location on the map of Waterford Oaks;

2. Subleased Premises.

IN CONSIDERATION OF the payment by Tenant of the Lot Rents defined below, the above recitals, the covenants, agreements and promises contained in the Agreement and the payments made and future payments to be made to Landlord, the receipt and sufficiency of which is here acknowledged, Landlord grants, bargains, demises and lease to Tenant and Tenant accepts, rents and leases the individual Lot located in WATERFORD OAKS, Garden City Beach, Horry County, South Carolina described below:

Lot Address:

Lot Category:

TOGETHER WITH, all and singular, the rights, members, hereditaments and appurtenances to the premises belonging or in anywise incident or appertaining thereto; TO HAVE AND TO HOLD, all and singular, the same unto the Tenant, his, her, their heirs and assigns.

3. Term of Sublease. The term of this Sublease, unless sooner terminated as provided below, is as follows:

Commencement Date: Termination Date:

This Sublease is only for the term stated above. ASSUMING THERE ARE NO WATERFORD OAKS VIOLATIONS, THE TENANT HAS THE RIGHT TO REQUEST FOR RENEWAL WITHIN 60 DAYS PRIOR TO EXPIRATION. LANDLORD HAS THE RIGHT TO APPROVE OR DISAPPROVE FOR ANY REASON OR

NO REASON AT ITS SOLE DISCRETION. FAILURE TO INITIAL AND SIGN EVERYWHERE INDICATED IN THIS AGREEMENT WILL RESULT IN AN INVALID OR NON RENEWAL OF THIS AGREEMENT.

4. Sublease Fees. As agreed, compensation to Landlord for the use and enjoyment of the Lot and the Common Areas, administrative costs and operating costs, expenses and fees for Waterford Oaks, Tenant agrees and shall promptly pay, the Lease Fee stated below:

BASE LEASE FEE:	A \$	«Base_Lease_Fee»
UTILITY SERVICE FEE:	B \$	«Utility_Svc_Fee»
TOTAL:	C \$	«Total_Fee»

Tenant may pay, the entire *Lease Fee* when due and may receive a 5% discount on the base lease only or Tenant may pay 50% of the total Lease Fee due and the remaining balance of 50% 120 days after the due date. **TENANT SELECTS TO PAY: *Please initial one***

A _____ Full payment with a 5% discount on the base lease fee.

B _____ 50% of the total lease fee with remaining balance due 120 days after due date. The following would be your payment schedule for option B.

1ST PAYMENT	\$	«_1st_payment»	DATE:	«M_1st_date»
2ND PAYMENT	\$	«_2nd_payment»	DATE:	«M_2nd_date»

In the event the AGREEMENT is renewed, the renewal rate will be at the then current market rate established by Landlord.

Basic services shall be provided and shall include: (a) Roadway Maintenance and Repair; (b) Garbage Collection; and (c) Grounds Maintenance. Administrative services shall include a staffed Management Office and payment of base Property (Ad Valorem) Taxes.

The Utility Service Fee shall be paid to Landlord for Landlords' use in paying water usage, water and sewer facilities service costs and expenses and for septic tank replacement, maintenance, repair and service costs, equipment purchases, and expenses as set forth herein. This Utility Service Fee shall reflect the cost of water usage, dumpster service, and for facilities service, maintenance and repair costs actually expended and equipment purchased.

5. Grace Period / Late Charge. A grace period of fifteen (15) days shall be given for payment of the Lease Fees set forth above. Any payment not delivered to and actually received by Landlord by 5:00 PM on the date it is due shall automatically subject Tenant to a late charge. The late charge for any payment received after the grace period, but on or before 30 days of the due date shall be ten (10%) percent of the payment due and shall be immediately due and payable in addition to the Lease Fees. Any payment received after the 30-day period shall incur a charge equal to and calculated at 1 and 1/2 (1.5%) percent monthly (18%) annually based on a 365-day calendar year. Postal delays will not be accepted as an excuse for late payment.

6. Common Areas. Tenant is granted a non-exclusive right (with all the other tenants) during the term of the Sublease to use designated common areas, the roads, marsh, and canals, subject to Landlord's policies concerning the Common Areas and the Rules & Regulations as stated in the Waterford Oaks handbook as amended or modified from time to time. This may be amended for any reason or no reason, and at the sole discretion of the Landlord.

7. Insurance.

(A) Fire and Extended Coverage Insurance. *Tenant acknowledges that Landlord carries no insurance coverage for the Residence.* Tenant affirms that Tenant has adequate fire and extended coverage insurance on the Residence as of the date of this Agreement and shall maintain such coverage throughout the term of the Agreement.

(B) General Premises Liability Insurance. Tenant shall obtain and maintain in force at Tenant's sole expense during the term of this Agreement and any extension of the Agreement a policy of general premises public liability insurance with a B+ or better rated company, properly licensed in the State of South Carolina. Such coverage shall be adequate to protect against liability for damage claims through use or arising out of accidents occurring around or on the Lot in Waterford Oaks. The insurance policy shall provide coverage for contingent liability of Landlord on any claims or losses and shall provide for notification of Landlord within 30 days of cancellation or non-renewal. Tenant shall deliver to Landlord a certificate evidencing Tenant's compliance with this provision within 10 days of execution of the Sublease and annually within 30 days of the renewal of the policy of insurance.

(C) Landlord shall be listed as an additional Interest. Landlord is an interested party to your insurance. Landlord shall be notified of typical or cancelations. Any material adjustments or cancelations in your homes liability coverage Landlord will also be protected by your company's policy. Landlord will be listed as an additional interest Therefore, please have your insurance carrier to send us timely notifications of your policy, coverage and Palm Shores Development Corp. as a secondary insured in the event of a liability incident.

8. Release. Tenant releases, waives and discharges Landlord and its officers, directors, agents, employees and affiliates from any and all claims, causes of action, or complaints for damages, injunctive or other relief arising out of or in any way related to Landlord's management and operation of Waterford Oaks, and Tenant hereby indemnifies and agrees to hold Landlord harmless from any such claims, causes of action or complaints as well as all claims, causes of action or complaints brought or threatened against Landlord, its officers, directors, agents, employees and affiliates in the future arising out of or in any way related to the subleasing of the Lot to Tenant and which are not attributable to the sole negligence of Landlord.

9. Liens, Payment of Liabilities. Subject to Tenant's right to finance a home, Tenant's leasehold interest as stated in Paragraph 10 below, Tenant acknowledges that the Agreement includes only Tenant's right to maintain a Residence on the Lot during the term hereof and that Tenant shall have no power or authority to act or contract with others for money or services which may create or give rise to a lien, or encumbrance upon the real property subleased hereunder. Tenant shall promptly pay when due all obligations and liabilities which create or may become liens upon the Lot. Tenant shall not permit any mechanic's, materialman's or other lien to be placed upon the Lot, and Tenant shall take whatever action is necessary to prevent any such lien from being placed upon the Lot. If any lien or encumbrance is placed thereon Tenant shall take immediate steps to remove the same within thirty (30) days. In the event that Tenant does not timely remove the lien, Landlord shall have the right to, but not the duty or obligation to, pay the lien. In the event Landlord pays any such charges or obligations which could or may become a lien on the Lot and/or is required to retain legal services to remove the lien and/or defend any legal action on account of such lien, Tenant shall immediately reimburse Landlord for all such amounts. Any such amount paid by Landlord shall be considered as and be collectible as an additional Lease Fee including attorney's fee.

10. Use of Residence. The Lot shall be used only for the placement on the Lot of an approved Residence to be used only for manufactured home purposes and no other. Tenant shall comply with all local, state and federal laws, statutes ordinances and regulations, and all regulations of any and all agencies having jurisdiction, and all the terms and provisions of this Agreement. Tenant waives any and all rights to enforce Landlord's rights under this paragraph and further in addition, Tenant waives any and all rights, if any, to object to other subleased lots in Waterford Oaks being used by Landlord for other than for residential purposes. **ASSUMING THERE ARE NO WATERFORD OAKS VIOLATIONS, THE TENANT HAS THE RIGHT TO REQUEST FOR RENEWAL WITHIN 60 DAYS PRIOR TO EXPIRATION. LANDLORD HAS THE RIGHT TO APPROVE OR DISAPPROVE FOR ANY REASON OR NO REASON AT ITS SOLE DISCRETION.**

(A) Rentals Prohibited. *RENTALS OF RESIDENCES IN WATERFORD ARE **STRICTLY PROHIBITED**.* This includes Airbnb and any other transient rental programs. Further, Tenant shall not permit any person, (other than the named Tenant(s), their family, and guests) to occupy the Residence or Lot without the prior written consent of Landlord, which consent may be withheld for any reason or no reason. If a family member or guest will be staying at your home for more than 2 weeks, the management office must be notified in writing and must be approved. This is for the safety of all tenants.

(B) No business shall be operated from your home unless you have obtained written permission from Landlord. ONLY online businesses will be allowed. This is to limit foot and vehicle traffic at Waterford Oaks.

(C) Alterations and Improvements to Residence. Tenant shall not and waives any and all claims or rights to make alterations or improvements to the exterior of the Residence or on the Lot without the prior written approval of the Landlord. This may be withheld, conditioned or delayed for any or no reason at the Landlord's sole discretion.

(D) Placement, Removal, Replacement of Residence.

*IT IS SPECIFICALLY DISCLOSED AND TENANT UNDERSTANDS AND AGREES THAT LANDLORD, OR ITS DESIGNATED AGENT, HAS THE **EXCLUSIVE RIGHT TO THE SALE OF ANY HOMES LOCATED IN WATERFORD OAKS** (including any replacements occasioned by loss of a residence as the result of any casualty or natural disaster).*

Tenant shall not and waives any and all claims or rights to place, remove or replace any residence or structure on the Lot without the prior written approval of Landlord. **LANDLORD HAS THE RIGHT TO APPROVE OR DISAPPROVE FOR ANY REASON OR NO REASON AT ITS SOLE DISCRETION.**

 (Please initial) TENANT ACKNOWLEDGES AND UNDERSTANDS THAT DURING THE TERM OF THIS SUBLEASE ALL RESIDENCES (except for approved relocations) REPLACED SHALL BE REPLACED WITH NEW HOMES ONLY.

(D) Appearance and Maintenance of Residence. Tenant agrees and shall maintain the Residence and Lot in a neat and orderly condition at all times in compliance with the Appearance and Maintenance Standards as set forth in the rules and regulations established by Landlord.

(E) Rules and Regulations. Tenant agrees and shall abide by the Rules and Regulations at all times and further understands that Tenant is responsible for compliance with the Rules and Regulations by all family members and guests of Tenant. The Rules and Regulations are posted on the official Facebook page and or website. Each Tenant will receive a copy of the Waterford Oaks handbook which also includes the rules and regulations. Tenant further understands and acknowledges that the guidelines, standards and rules and regulations may be modified by Landlord at its sole discretion, from time to time as defined in the Waterford Oaks handbook. A copy of the Rules and Regulations can be available to you via email. A hard copy can be provided for a fee.

11. Disruptive on Social Media. Any Tenant being disruptive, abusive, starting negative rumors, being disrespectful to other tenants or staff at Waterford Oaks on social media will be given a written 90 day' written notice that your lease will be terminated, or your lease will not be renewed, whichever comes first.

12. Covenant of Quiet Enjoyment. So long as Tenant pays the full Lease Fees and charges required under the terms of this agreement, and all other charges or fees which may be or become due hereunder and observe all of the other terms and conditions of this agreement, and Rules and Regulations hereto, as amended, Landlord covenants and agrees that Tenant shall quietly hold and have the use and enjoyment of the Lot and Common Areas.

13. Assignment, Transfer and Occupancy. Except as otherwise expressly provided in the agreement, Tenant shall not sublet, sell, assign, or otherwise transfer, voluntarily or by operation of law, this agreement or Tenant's rights or interests hereunder in the Lot, or any portion of any such rights or interests without Landlord's prior written consent, which may be withheld, for any reason or no reason.

14. Primary Tenants. Waterford Oaks is designed and structured as a vacation or second home community. Landlord reserves the right at its sole discretion, to increase or decrease the percentage of lots allocated for Tenants as market conditions dictate.

15. Default/Termination.

(A) Events of Default: Except as otherwise specifically provided in this Agreement with respect to Lenders and as otherwise provided under then current Bankruptcy Law, the following shall be considered events of default:

- 1 Failure to pay any Lease Fee or other charge due and payable hereunder
- 2 Violation of any other term, provision or condition to be observed or performed by Tenant under the Agreement
- 3 Any violation of the Rules and Regulations
- 4 Failure of any guest, parent, or child to abide by the Rules and Regulations after written warning has been given.
- 5 Insolvency of Tenant, or if Tenant makes an assignment for the benefit of creditors, or is the subject of any petition under any bankruptcy or insolvency law
- 6 Entry by Tenant into any type of rental agreement, written or oral; or agreement for the assignment, subletting, or any transfer of interest or possession with respect to the Residence or Lot
- 7 Default in any installment or other debt owed to any lienholder with respect to debt or obligation to a lienholder of the Residence
- 8 Default in any debt or obligation to any creditor, mechanic's or materialman's lienholder, lien, claim against the Residence or otherwise be in default under any agreement with such lienholder
- 9 Levy or execution upon the Residence, or attachment and such levy, execution or attachment

(B) Termination: In the event of the occurrence of any one or more of the events of default set forth above Tenant shall be

- 1 *Subject to immediate termination, without notice* for any default as set forth in Sub-Paragraphs A-1 through A-9 above
- 2 *Subject to termination following written notice and right to cure* for default
- 3 For purposes of Paragraph 15 (B) (2) notice shall mean a written notice, sent to Tenant by certified mail, return receipt requested to Tenant's last known address. The notice shall contain the particulars of the default, the steps reasonably necessary to cure the default and a reasonable time period in which Tenant must cure the default. Reasonable time means a period of time, no less than 10 days and no more than 20 days depending on the nature of the default.
- 4 *Paragraph 10 Use of residence / violations .or a violation* of Paragraph 11 above within the term of this agreement shall subject Tenant to immediate termination without further notice in Landlord's sole and absolute discretion.

16. No Waiver. Landlord's forbearance, failure to act, failure to insist on strict performance of any provision of the Sublease, to delay in enforcing any one or more events of default, defaults or breaches of the terms, conditions or covenants of this Agreement or to exercise any right shall not be deemed to be a waiver, past or future, of same, but same shall remain in full force and effect.

17. Collection/Costs and Expenses: Tenant agrees to and shall be required to pay all costs and expenses, including reasonable attorney's fees, tow fees, professional fees, and any and all cost of collections incurred by Landlord in the collection of overdue Lease Fees. Tenant understands and agrees that non-payment of Lease Fees is not permitted where the Tenant may otherwise be in disagreement or dispute with Landlord under this Agreement. Tenant waives the right to claim same as a defense in the event of termination of the Agreement for non-payment of Lease Fees.

18. Dispute Resolution.

(A) Mediation. As to any disputes or disagreements regarding Landlord policies as stated in this agreement or any other policy decisions by Landlord, and provided the Tenant is otherwise in full compliance with the Agreement, Tenant and Landlord agree to submit the dispute to non-binding mediation by a Court certified mediator in Horry County, South Carolina under the then current rules for mediation as promulgated by the Alternative Dispute Resolution Section of the South Carolina State Bar Association. Mediation may be required by either party and shall be completed within forty-five (45) days of notice by either party to the other. The moving party shall be responsible for obtaining a mediator from the list of approved mediators maintained by the Circuit Court in Horry County and paying any initial fees required by the mediator. The mediator shall determine and set the date and the amount of time required for the mediation session. The parties may voluntarily agree but shall not be required to attend any additional sessions. Each party shall bear one-half of the expense of the initial mediation session (including reimbursement or credit to the moving party for initial fees to the mediator).

(B) Other Remedies. Except as stated in Paragraph 17 (A), the parties shall have all remedies which are available in law or in equity. In the event that mediation does not result in settlement of a dispute, and/or if legal action is commenced by either party, the prevailing party in such action shall be entitled to reasonable attorney's fees and costs as determined by the Court.

19. Leasehold Interest of Landlord. Tenant acknowledges that Landlord leases the larger tract of land comprising the entirety of Waterford Oaks under a Master Lease between Landlord and the owner of Waterford Oaks, a Memorandum of which is recorded in the Office of the Clerk for Horry County in Deed Book 1956 at Page 377. Landlord hereby covenants and agrees to faithfully keep and adhere to each and every term, condition and rental contained in said Master Lease Agreement. Tenant hereby acknowledges that this Sublease Agreement is subject and subordinate to said Master Lease and that Tenant is not a third party beneficiary of said Master Lease and Tenant gains no rights of notification or otherwise, pursuant to the terms of said Master Lease, including but not limited to notification of default under said Lease. Provided, nevertheless, that said Master Lease does contain an attornment provision protecting Tenant's Agreement for so long as same is not in default.

20. Reservation of Rights. Tenant understands and agrees that Landlord, reserves unto itself the following rights:

A- Special Assessments: It is specifically disclosed, and Landlord reserves the right to impose and collect the following fees:

1- Natural Disaster Clean-up Fee: In the event that unusual costs and expenses are incurred by Landlord to clean-up after a natural disaster (such as storm, high-winds, hurricane, tornado or flood), a Special Assessment will be levied. Extra-ordinary shall be defined as an event requiring payment by Landlord of any clean-up expense in excess of \$5,000.00. The amount shall be calculated by dividing the total cost by the number of lots in Waterford Oaks. A 60 day window will be given for payment of this Special Assessment, if and when required of Tenant.

- 2- Common Areas. It is specifically disclosed, and Landlord reserves and retains full ownership and control of all common areas, water distribution and sewer collection systems, roadways, canals and other common areas subject only to the Tenant's non-exclusive rights to use the same in accordance with this Agreement. No title, ownership, entitlements, or separate rights thereto will vest in Tenant as the result of this Agreement or Tenant's payment or obligation to pay rental fees or other charges or fees hereunder. Landlord reserves the right, but shall not be obligated to designate and grant the use to Tenants of other portions of the common areas
- 3- Waste. It is specifically disclosed, and Landlord reserves that right during the term of the Sublease to charge and assess Tenant with any damage to or waste of the Common Areas or other facilities of Waterford Oaks caused by Tenant, his family, guest(s) or invitees. Any such amounts will, after demand, be payable as an additional Lease Fee and will be due within thirty (30) days after demand.
- 4- Tax Increases. As taxes go up on the lot, Landlord shall charge Tenant a yearly fee.

21. General Easements.

- A- Landlord reserves unto itself a perpetual general utility easement on, over, across and under the subleased Lot. Tenant shall permit Landlord or its designees, to erect, use, maintain and repair, pipes, cables, conduits, plumbing and wire in, to and through the subleased Lot, as and to the extent that the Landlord may now or hereafter deem to be necessary or appropriate for the proper operation and maintenance of Waterford Oaks. All such work shall be done in a commercially reasonable manner, so far as practicable, in such manner as to avoid unnecessary interference with Tenant's use of the subleased Lot, but shall not be construed, in any event, to constitute a breach of the covenant of quiet enjoyment of the Lot or common areas.
- B- Landlord must have access to common area to maintain the common areas. There is generally a 15 feet easement more or less between each home. This must not be obstructed. These areas are meant for emergency access passage as well.

22. Limitation of Liability - Force Majeure.

- (A) Landlord shall not be liable respecting any condition or event occurring or resulting by reason of severe weather conditions, act of God, Government shut downs, illness due to a pandemic or other circumstances beyond the reasonable control of Landlord affecting our ability to honor this agreement.
- (B) Landlord shall have no liability for any damage or injury if the same is occasioned by the act of negligence, act of commission or omission of Tenant, other occupants of the home, agents, servants, licensees, invitees or guests of Tenant or any other person, or by any cause not within the reasonable control of Landlord.

23. Eminent Domain. This Agreement shall terminate in the event that the Lot, any portion or all of, or any material part of the common areas, shall be taken by any authority under right of eminent domain, or for any public or quasi-public use. The entire award for any such taking of the Subleased Lot (exclusive of any award for the Residence itself) shall belong exclusively to Landlord, free of any claim by Tenant.

24. Holdover Tenant. No holding over by the Tenant shall operate, except by written agreement, to extend or renew this Agreement, or to imply or create a new Agreement, but in such case the tenancy (if any) thus created shall be a tenancy at will only.

25. Termination of Agreement In the event the Tenant's agreement is not renewed by Landlord, the following vacancy procedures will apply. Tenant's home and all its debris must be physically removed from Waterford Oaks prior to the lease expiration date. Immediately following the expiration of the last agreement. The home will be considered to be in storage at Waterford Oaks. The Tenant will be responsible to Landlord for a storage fee of one hundred dollars (\$100.00)

per day to be paid through the date of home and debris removal. The Tenant is advised that selling the home to a third party does not relieve the Tenant from the responsibility of the Agreement. All storage fee payments will be collected by Landlord from the Tenant on the date of removal from Waterford Oaks. All storage fees shall be in accordance with South Carolina State Law §29-15-10. *If fees are not paid upon removal, storage fees will continue to accrue until paid, To avoid storage fees, it is advised the Tenant remove everything associated with their home from Waterford Oaks prior to their lease expiration date.*

26. Miscellaneous.

- A- Entire Agreement. This Agreement represents the entire understanding between the parties hereto, there being no other representations, either oral or written other than those set forth herein.
- B- Severability. If a court of competent jurisdiction shall find any particular provision of this Agreement invalid or unenforceable, it shall not affect the other provisions hereof, and the remainder of this Agreement shall be construed and enforced in all respects as if such invalid or unenforceable provisions were omitted.
- C- Amendment/Binding Effect. This Agreement may be modified or amended only in writing executed by all parties hereto. This Agreement shall be binding upon and inure to the benefit of the parties hereto, their heirs, personal representatives, successors and assigns.
- D- Situs / Law. This Agreement shall be governed and enforced in accordance with the law of the State of South Carolina, in the Court of Common Pleas, Horry County, South Carolina.
- E- Time. Time is of the essence of this Agreement. No extensions or forbearances shall be binding unless in a writing signed by the party against whom enforcement is sought.
- F- Joint and Several. In the event that more than one person shall be or become the Tenant hereunder, then the obligation of Tenant hereunder shall be deemed to be the joint and several obligations of each such person.

27. Acknowledgements by Tenant: By signing this Agreement, Tenant acknowledges that Tenant has carefully inspected the Lot and Waterford Oaks and has found no condition requiring correction or other remedial action by Landlord.

28. Notices. Unless a change of address shall have been properly registered with the other party, the addresses set forth below shall be the address of each party for purposes of notice. Notices, where required under this Agreement shall be deemed delivered, effective the post-mark date that the notice is deposited in Regular, First Class U. S. Mail, postage prepaid to the last known address. Notices of default shall be deemed delivered, effective the post-mark date the notice is deposited in the U.S. Mail, Certified, Email with read receipt, Process Notice on front door with picture delivered via email with red receipt, Personal delivery, Server, Return Receipt Requested to the last known address.

29. Address / Residence Information:

Mailing Address of Tenant:

Street Address	«Mailing_Address»
Street Address	
City / State /Zip	«City_State_Zip»

Address of Landlord:

Street Address	541 Atlantic Avenue
City / State /Zip	Garden City, SC 29576

Initials _____

THIS SECTION MUST BE NOTARIZED.

IN WITNESS WHEREOF, the undersigned have hereunto set their hands and seals the day and date first above written.

AS TO TENANT:

TENANT:

«Customer_Name_1»

«Customer_Name_2»

AS TO LANDLORD:

PALM SHORES DEVELOPMENT CORP.,
a South Carolina Corporation

By: _____
«Authorized»
Property Manager
Palm Shores Development Corp.