

OWNER'S RENTAL AGREEMENT

THIS AGREEMENT made and entered into this _____, 2013, by and between BERKELEY HALL CLUB, INC., (hereinafter referred to as "Company") and _____ . Home Phone No.: _____ Cell Phone No.: _____ (hereinafter referred to as "Owner"). Person(s) to whom billing and payments should be addresses must appear above. Any changes to the billing address should be sent to the Company by the above Owner. If jointly owned, one Owner must be identified to receive the statement and as the primary contact.

WHEREAS, the Owner wishes to engage the services of the Company as its exclusive rental agent to offer the Owner's premises located at _____ (the "Premises") for rent under the terms and conditions set forth below; and

WHEREAS, the Owner specifically reserves the right to remain as an "active participant" in the rental and operation of the Premises, as the term "active participant" is defined in the Tax Reform Act of 1986; and

NOW THEREFORE, in consideration of the terms, conditions and the mutual covenants herein set forth, the parties agree as follows:

1. Delegation. Subject to the rights and authority reserved to the Owner herein, the Owner agrees to make available for rent, and the Company agrees to offer for rent, the Premises subject to the terms and conditions set forth herein.
2. Rental Department and Services. The Company agrees to maintain a Golf Cottage Rental function which shall make available throughout the year certain hospitality services to renters, owners and friend-of-owners; which services shall include by way of illustration and not limitation, housekeeping, reception, reservations, maintenance and accounting. Owner shall pay for departure cleaning and each guest shall pay for all other services requested, which may include daily housekeeping and other special services.
3. Access to Premises. Owner agrees not to enter the Premises or to permit any person, whether family member, repairman or guest, to enter the Premises other than during confirmed times of occupancy by Owner, without prior notification to and approval by the Company. All other access to the Premises shall be subject to confirmed reservations or by those acting on behalf of the Company, unless Owner notifies the Company to the contrary.
4. Reservations. All reservations for the Premises must be made through the Reservations Department at the Berkeley Hall Club. Because the cottages are similar, in the number of bedrooms and types of bedding, furnishings and location, they will be rented as much as possible on a rotating basis to give all Owners with similar cottages an equal amount of rental time. Reservations may

be accepted twelve (12) months in advance. All reservations made will be binding on the Owner at the rates quoted at the time of reservation.

5. Availability. The Owner or Friend of an Owner may occupy the cottage at any time, for any length of time, except when it has been previously committed by a reservation that cannot be moved. Owner recognizes that there may be circumstances when Owner may not use the premises when a reservation has previously been made, unless such reservation can be moved to a comparable unit without detriment to the relationship with the guest or negative financial impact to the Company.
6. Rates. The Company agrees to provide the Owner with annual rental rates for the Premises for the coming year. All comparable units will be rented at the same rate. If the Owner desires to have the Company charge a different rental rate which will cause the Company to incur additional expenses, then in such event, Owner agrees that the Company shall be entitled to a reasonable supplemental fee to cover its additional expense.
7. Monthly Statement. Each month the Company will prepare and forward to Owner a summary statement of activity in Owner's property. The statement will indicate both gross and net incomes, if any, and document any miscellaneous expenses. Owner will also receive a check in the amount of the net earnings, if any, which is due from the prior month's rental activity.

The monthly income statement will also indicate deductions, if any, for telephone, television rentals, maintenance repairs, housekeeping charges, service charges with explanation, and outstanding charges owed to the Company with itemized billing enclosed. Owner agrees to pay these charges promptly. Late charges of eighteen percent (18%) per annum (1½% per month) may be imposed thirty (30) days from billing date for late payment of amounts due.

8. Telephone – Utilities. Owner shall install private phone lines in each lock out suite and main living area at the Owner's expense, which each shall have long distance blocks placed on them.

Owner is responsible for electric, water, sewer, and cable television bills and must make separate billing arrangements with each utility company. The Property Manager will assist Owner in working with these companies.

9. Owner and Friend-of-Owner Use.
 - a. Owner agrees to check-in upon arrival with Berkeley Hall Club when using the Premises and to check-out with the Reception Desk upon departure.
 - b. Owner agrees to pay during each Owner-occupancy period the standard departure cleaning fee shown on the attached schedule.

- c. When the unit is occupied by a “Friend of Owner” (“FOO”) an administrative and housekeeping fee will be charged. A Friend of Owner is defined as any person other than Owner and his or her immediate family whose reservation has been made by the Owner and who is not paying the Company for that stay. All administrative, departure housekeeping charges and other charges incurred during each stay must be paid by the FOO at check-out or prepaid by the Owner. It is understood that any fees or charges not paid by the FOO will be the responsibility of the Owner.
- d. Owner and FOO use will be subject to the same check-in and check-out times set forth for guest (4:00 p.m. arrival and 11:00 a.m. departure) and all parties must abide by the terms governing stays by guests.

10. Annual Inspections-Rating.

- a. To assist the Owner in the promotion and rental of the Premises and to maintain quality standards, the Company shall annually (and if needed more frequently) conduct an inventory of all major furnishings and equipment, inspect the general condition of the Premises, and provide Owner with a statement indicating the condition of the Premises and written recommendations for improvements. The Owner shall undertake or authorize the Company to undertake those improvements or refurbishing. Failure to maintain the Cottage to Company standards may jeopardize retention of said Cottage in the rental pool.
- b. The Company reserves the right to terminate this Agreement, on thirty (30) days written notice, should it deem the Premises to be unsatisfactory for participation in the rental program.

11. Equipment and Furnishings.

- a. The Owner agrees to maintain the Premises and furnishings according to the standards of the Company, and to maintain a complement of equipment as set forth in, which may be amended from time to time by the Company. Separate from the items set forth in Section 12 below, the Owner agrees that Company may replace missing or no longer usable items in the event failure to replace or repair would adversely affect a guest’s stay. The Company will then charge Owner’s account for such costs. No more than \$125.00 will be spent on these items at any one time without first notifying the Owner.
- b. The Owner shall authorize the Company to cause a bi-annual general interior housecleaning of the Premises, in addition to normal housekeeping services. The Company will bill the Owner for this bi-annual cleaning. The cost for these major cleanings does not include carpet, drapery, upholstery, bedspread or bed pad cleaning. The Owner agrees that the Company may have the

carpet and furniture cleaned as necessary (at Company's sole discretion) to maintain the Premises in a first class rental condition, and that the Company may bill the Owner's account the cost thereof, provided, however, that such cost may not exceed \$498.00 per cleaning without the Owner's prior approval. Window washing will be performed as required and billed to the Owner in accordance with current rates in effect at the time of service. All furniture shall be "fiber guarded" prior to placing into use.

12. Small Appliance/Household Item Replacement. When entering into the Company's rental program, Owner will bring all necessary inventory items to par, consistent with. Thereafter, the Company shall replace all small appliances and household items (toasters, coffee makers, blenders, pillows, blankets, plates, utensils, generic pots and pans, glassware etc.) and any other required kitchen items and small household items to a maximum of \$45.00 per item.
13. Maintenance. As part of its daily management duties, the Company may perform repairs and maintenance as it deems necessary (not to exceed \$250.00 without Owner's approval). A monthly maintenance fee of \$27.00 will be charged to cover minor maintenance calls, which includes by way of illustration and not limitation, guest calls, calling and supervision of third parties performing work on the unit, changing filters and all light bulbs, minor wallpaper repair, painting of rocking chairs, periodic exterior porch power washing and brick cleaning, battery replacement, hardware adjustments, cleaning of exterior and interior light fixtures and periodic dryer lint removal. If any outside service company is required, the Company will call such third party, supervise the required service, and bill the Owner for charges incurred in providing such service. Notwithstanding the dollar limitation above, the Company may cause a repair to be made if the Company believes a condition exists which requires immediate attention, and the Owner cannot be timely notified of such circumstance. Extreme conditions may include imminent danger to a guest, potential harm to a client relationship or to the reputation of the Company.
14. Refunds. The Owner agrees that the Company may offer a guest a discount in the event of a failure of the heating or air-conditioning systems, or a major appliance, which cannot be repaired (or replaced) within twelve (12) hours of notification of failure. The Owner understands and agrees that any guest may be transferred to another Cottage if such discount or accommodation is unacceptable to the guest.
15. Transfers. Guest transfers, as a result of dissatisfaction of the guest, are to be made at the discretion of the Company. In such event, Owner may suffer a loss of that rental income.
16. Compensation of Company. For its services hereunder and for reimbursement for promotion of rental of the Premises, the Company shall be compensated as follows:

- a. For all rental revenues received by the Company, a commission equal to twenty-five percent (25%) of the rental rate charged.
 - b. In addition to the monetary compensation as listed above, the Company reserves the right to use the Premises for up to ten (10) days during each calendar year at the sole discretion of the General Manager without payment to Owner. All required cleaning due to the use of the Company of the Premises under this provision shall be at the expense of the Company.
17. Discounts. The Owner authorizes the Company to offer temporary or special rates to guests, and expressly waives notice of such charges.
18. Liability and Insurance
- a. Owner covenants, at its own cost and expense at all times during the term of this Agreement, to defend and save the Company, its employees or agents, free, harmless and indemnified from all injury, loss, claims, or damage (including reasonable attorney fees and disbursements) to any person or property arising from, related to, or in connection with the use and occupancy of the Premises, provided, however, that nothing contained in this paragraph shall be construed to indemnify the Company, its employees or agents from and against their own negligent acts or omissions.
 - b. Owner shall store property in the Premises at Owner's risk. Barring gross negligence or willful misconduct, the Company assumes no liability for loss or damage to the Premises or the contents located therein.
 - c. The Company and its agents or employees shall not be liable for any loss or damage to the Premises or to equipment, furnishings, or appurtenances thereto resulting from any accident or occurrence in or upon the Premises or the building of which they are a part, including, but not limited to, claims for damage resulting from:
 - i. Negligent or willful actions or omissions of guests or their invitees, provided Company has used reasonable efforts to recover resultant damages from the guest; or
 - ii. Injury done or occasioned by wind, rain, flood or other elements; or
 - iii. Theft, vandalism, fire or Acts of God.

d. Owner shall be responsible for procuring and maintaining, at Owner's own expense, combined single limit bodily injury, public liability, and property damage coverage. It is suggested that the amount be not less than Three Hundred Thousand and No/100 Dollars (\$300,000.00) for each occurrence, or such greater amount as Owner may deem necessary. The insurance policy shall contain Endorsement (H)33, which protects the Owner during such period when the Premises is rented to others. Owner shall provide Company a copy of all insurance policies required hereunder.

19. Termination. This Agreement and the Company's authority to accept reservations on behalf of the Owner may be terminated upon thirty (30) days written notice by each party to the other. Such written notice shall be delivered personally or by certified or registered mail. The thirty (30) day period shall commence on the day such notice is received by the addressee. In the event of termination or sale of a unit, Owner expressly agrees to honor all confirmed reservations (as set forth in Section 4), recognizing failure to do so will interfere with the contractual relationship established between the confirmed guest and the Company. The Owner shall be responsible for all expenses incurred by the Company, including loss of revenue, as a result of the Owner's failure to honor confirmed reservations beyond the thirty (30) days period.

20. Notice. Notice shall be sent as follows:

If to Company: Director of Cottage Services
 Berkeley Hall Club, Inc.
 366 Good Hope Road
 Bluffton, SC 29909

If to Owner: _____

21. Reservation of Responsibility. Except as delegated to the Company herein, the Owner reserves and retains full management responsibility for the Premises. The Owner agrees that it will promptly respond to any request for a decision made to it by the Company and will actively participate in any management decisions needed so as to provide for the successful rental of the Premises.

22. Entire Agreement. This Agreement and the Schedules and Exhibits hereto constitutes the entire understanding between the parties as of this date and shall not be modified except by a written document signed by the parties, or as otherwise provided herein.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed as of the date first above written.

COMPANY:

Berkeley Hall Club, Inc.

By: _____
Its: General Manager/COO

OWNER(S)*:

By: _____
Signature of Owner

By: _____
Signature of Owner

Home Telephone Number

Home Telephone Number

Office Telephone Number

Office Telephone Number

Social Security Number**

Social Security Number**

*If the Premises are owned by more than one person, all Owners must sign and one person must be designated as the single point of contact with the Company.

**Federal I.D. Number or Social Security Number