

RENTAL AGREEMENT

THIS RENTAL AGREEMENT ("Agreement") is made and entered into this 1st day of May, 2015, by and between BEAUFORT COUNTY (the "Landlord") and EAST COAST TURF LANDSCAPE AND DESIGN (the "Tenant").

WITNESSETH:

WHEREAS, Beaufort County is the owner of that certain property located at 12 Hunter Road, Hilton Head Island, South Carolina (the "Property"); and

WHEREAS, East Coast Turf Landscape and Design seeks to enter into an agreement with the Landlord for the use of the Property for storage of small equipment, landscaping materials, and vehicles associated with the landscaping business; and

WHEREAS, it is the desire of the Landlord and Tenant to formalize an agreement by which East Coast Turf Landscape and Design may rent this Property on a month-to-month basis from Landlord.

NOW, THEREFORE, for good and valuable consideration, the receipt of which is hereby acknowledged by the parties hereto, Landlord and Tenant agree as follows:

1. Rent. The rent to be paid by the Tenant to the Landlord shall be Three Hundred Fifty and No/100 (\$350.00) Dollars per month.
2. Term. The term of this Agreement will commence on 1 May 2015 and shall terminate on an undetermined time unless sooner terminated pursuant to the provisions of this Agreement. See Paragraph 12.
3. Use of the Property. Tenant's intended use of the Property is for storage of small equipment, landscaping materials, and vehicles associated with the landscaping business. Such use shall be limited to the area designated on the attached Exhibit "A" as being green and identified as "Lease Area."
4. Subletting and Assignment. Tenant shall not be allowed to sublet, assign, share or rent the Property to any other entity, company, corporation, contractor, subcontractor, their agents, officers, employees or assigns without the prior written consent of Landlord.
5. Insurance. Tenant understands and agrees that Tenant bears full responsibility for insuring Tenant's personal property. Tenant shall also carry comprehensive general liability insurance insuring Landlord and its agents and Tenant. Tenant shall obtain and keep in force during the term of this Agreement public liability insurance insuring Tenant against liability arising out of ownership, use, occupancy or maintenance of the Property.

6. **Indemnification.** Tenant shall indemnify Landlord from any loss or damage, fraud, gross negligence, or willful misconduct on the part of Tenant or Tenant's employees, agents, contractors, subcontractors or members and shall protect, defend, indemnify and hold Landlord harmless from and against any and all claims, liabilities, losses, or expenses arising from injury to any person or property in, about, on, or in connection with the Property from any cause whatsoever.

7. **Condition of the Property.** Tenant is fully familiar with the physical condition of the Property. Landlord has made no representation in connection with the condition of the Property and shall not be liable for any latent defects therein; provided however, that if such latent defects render the Property untenantable for the purposes of this Agreement, Tenant may, at its option, upon prior written notice to Landlord, terminate this Agreement.

8. **Repairs.** Subject to applicable law, Tenant shall keep and maintain the Property and all equipment and fixtures thereon or used therewith repaired, whole and of the same kind, quality and description and in such good repair, order and condition as the same are at the beginning of the term of this Agreement or may be put in thereafter, reasonable and ordinary wear and tear and damage by fire and other unavoidable casualty (not due to Tenant's negligence) only excepted. If Tenant fails within a reasonable time to make such repairs, or makes them improperly, then and in any such event or events, Landlord may (but shall not be obligated to) make such repairs and Tenant shall reimburse Landlord for the reasonable cost of such repairs in full, as additional rent, upon demand.

9. **Alterations and Improvements.** Tenant shall not make any improvements to the Property and shall not construct any other structures on the Property.

10. **Condemnation.** If the Property is partially or wholly taken for any public use, Landlord or Tenant may terminate this Agreement by giving written notice to the other party within thirty (30) days of such notification.

11. **Entry, Inspection and Maintenance.** Tenant shall allow Landlord or its agents during the term, at any time, to enter and view the Property and to make repairs and alterations if it should elect to do so.

12. **Termination.** Tenant agrees to quit and deliver up the Property peaceably and quietly to Landlord, or its attorney, or other duly authorized agent, at the expiration of other termination of this Agreement. This Agreement may be terminated by either party upon thirty (30) days notice to the other party.

13. **Notices.** Notices and requests shall be made in writing and delivered to Landlord or Tenant at the addresses listed below:

As to Landlord:	Beaufort County Attn: Jon Rembold P. O. Box 1228 Beaufort, SC 29901-1228
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As to Tenant:

East Coast Turf Landscape and Design
Attn: Stephen Brewer
10 Stonewall Circle
Hilton Head Island, SC 29926

14. Compliance with Law. The Tenant shall comply with all laws, orders, ordinances and other public requirements now or hereafter pertaining to the Tenant's use of the Property.

15. Default. If a party shall breach a provision of this Agreement and fails to cure the default within ten (10) days of written notice thereof, the non-defaulting party shall have the right to pursue any and all available remedies at either law or equity.

16. Entire Agreement. The parties acknowledge that they have read and understand the terms of this Agreement. This Agreement contains the entire agreement and understanding between the parties regarding the Property and is subject to no agreements, conditions or representations that are not expressly set forth herein. This Agreement may only be amended in a writing signed by both the Landlord and the Tenant.

17. Binding Effect. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors, legal representatives and assigns where permitted.

IN WITNESS WHEREOF, the parties have executed this Rental Agreement on the day and year first written above.

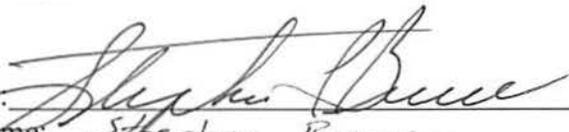
LANDLORD:

BEAUFORT COUNTY

By: 
Name: GARY KUZEL
Title: ADMINISTRATOR

TENANT:

EAST COAST TURF LANDSCAPE AND
DESIGN

By: 
Name: Stephen Brewer
Its: Owner