

**CITY OF BEAUFORT
ZONING BOARD OF APPEALS
Staff Report and Recommendations
Meeting of 24 November 2014**

Case Number: ZB14-22
Property Address: 2703 Oaklawn Avenue
Applicant: George and Lori Sontag
Type of Request: Special Exception for Short Term Rental
Zoning: R-3

Background: The property is located at 2703 Oaklawn Avenue (see Site Location Map attached) and is identified as District 120, Tax Map 3, Parcel 318. The property is located in the West End neighborhood of the City. The lot is zoned "R-3 Medium Density Single-Family Residential District" (R-3). A single-family dwelling is located on the property. The building is listed on the Beaufort County Historic Sites Survey (see attachment). Photographs of the property are attached.

The applicants, who are the property owners, desire to rent the dwelling on a short term basis (i.e., for periods less than 30 days). Short term rental of a primary dwelling unit is permitted by special exception in the TBR Old Commons District. Special exceptions are approved by the Zoning Board of Appeals. The criteria that the Board must consider in reviewing an application for a special exception are set out in Section 3.16.D. of the UDO (attached). The ordinance permitting short term rentals is attached.

The applicants have provided a property management plan. The applicants have provided a draft rental agreement. The rental agreement specifies a minimum 2-night stay which complies with the ordinance. The rental agreement limits parking to 2 vehicles and specifies that these must be parked in the driveway.

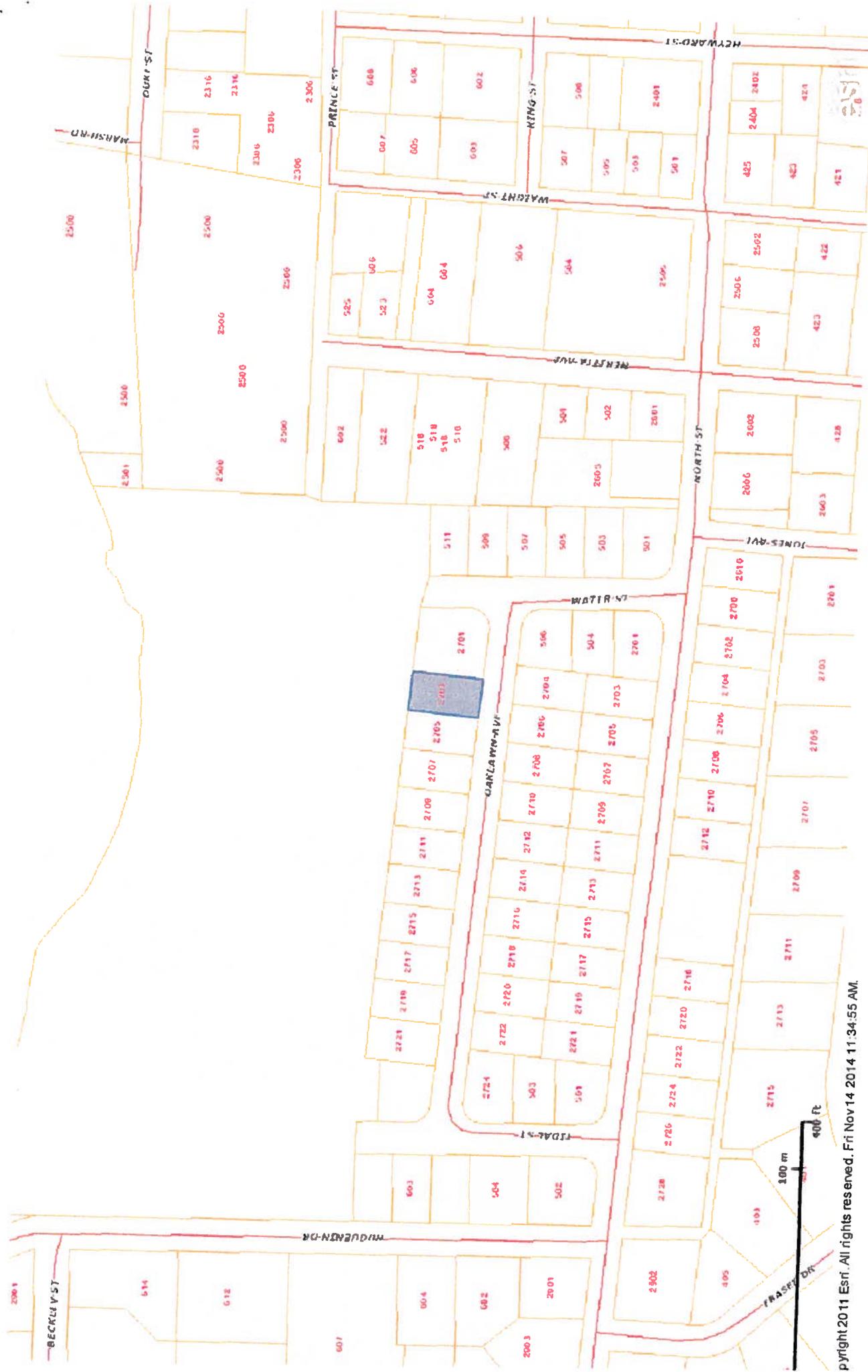
Public comment: The property was posted on November 7. The public hearing notice referencing this application appeared in the November 9 edition of *The Beaufort Gazette*. Letters were sent to adjoining property owners on November 10. Staff has received no public comments on this application as of the date of this writing.

Criteria for approval of a special exception set out in Section 3.16:
According to the UDO, the Zoning Board of Appeals may approve an application for a Special Exception where it reasonably determines that there will be no significant negative impact upon residents of surrounding property or upon the general public. The UDO stipulates that the Board shall consider six criteria in its review of an application for a special exception. Staff comments on how the application relates to these criteria follows.

- (1) *Whether the proposed use is compatible with existing land uses in the surrounding area.* The proposed use is compatible with existing land uses in the area. The dwelling is located just off North Street which would be considered a residential collector street. The property is located just over ¼ mile from Ribaut Road, an arterial street. Downtown and the Waterfront Park are located within walking distance and are within an easy bike ride.
- (2) *Whether the proposed site plan, circulation plan, and schematic architectural designs are harmonious with the character of the surrounding area.* No changes are proposed to the property as part of its use as a short term rental.
- (3) *The likely impact on public infrastructure such as roads, parking facilities, and water and sewer systems, and on public services such as police and fire protection and solid waste collection, and the ability of existing infrastructure and services to adequately service the proposed use without negatively impacting existing uses in the area and in the City.* The proposed use is not likely to have a greater impact on public infrastructure than for use as a long-term rental. There is adequate on-site parking available to accommodate two guest vehicles.
- (4) *Whether the proposed use and designs are in general conformity with the City's comprehensive plan and any other plans officially adopted by the City.* The proposed use is in conformity with the City's comprehensive plan and the Civic Master Plan.
- (5) *Likely impact on public health and safety.* The proposed use will likely have little impact on public health and safety, as an adequate management plan is in place to manage the property.
- (6) *Potential creation of noise, lights, fumes, dust, smoke, vibration, fire hazard, or other injurious or obnoxious impacts.* In staff's opinion, the proposed use has little potential to create noise, lights, fumes, dust, smoke, vibration, fire hazard, or other injurious or obnoxious impacts, as a monitored fire alarm has been installed.

Staff recommendation: Staff recommends approval of the special exception.

2100 Oaklawn Avenue



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**BEAUFORT COUNTY
HISTORIC SITES SURVEY - 1997**

RECONNAISSANCE LEVEL BUILDING INVENTORY FORM

Statewide Survey Site Form
State Historic Preservation Office
South Carolina Department of Archives and History
Columbia, SC

Site Number: **U- 13 - 648.50**
Access County Site #

USGS Quad: 025 Beaufort
Doc. Level: Reconnaissance Level

Historic name(s): _____ Map Ref.: BFT 08 Tax Number: R120 003 000 0318 0000
Common name(s): _____ City Block Ref.: _____ Island: Port Royal Is.
Address/location: **2703 Oaklawn Ave.** City/Vicinity of (vic.) Beaufort
Date: 1944 Alteration date: _____
Ownership: 1. private 2. city 3. county 4. state 5. federal 6. unknown
Category: 1. building 2. site 3. structure 4. object
Historic use(s): single dwelling Current uses: single dwelling

Notes: Rectangular 1 story frame dwelling w/lateral gable roof; part of a Wood-Lawn subdiv. (1943); date from assessor's office

National Register Status: _____ Date: _____ Listing Name: _____ NRIS # _____

SHPO National Register Evaluation: Worthy of further investigation

Name: Wood-Lawn Subdivision

Consultant Recommendation: Contributes to potential local district

Name: Wood-Lawn Subdivision

Previous Survey:

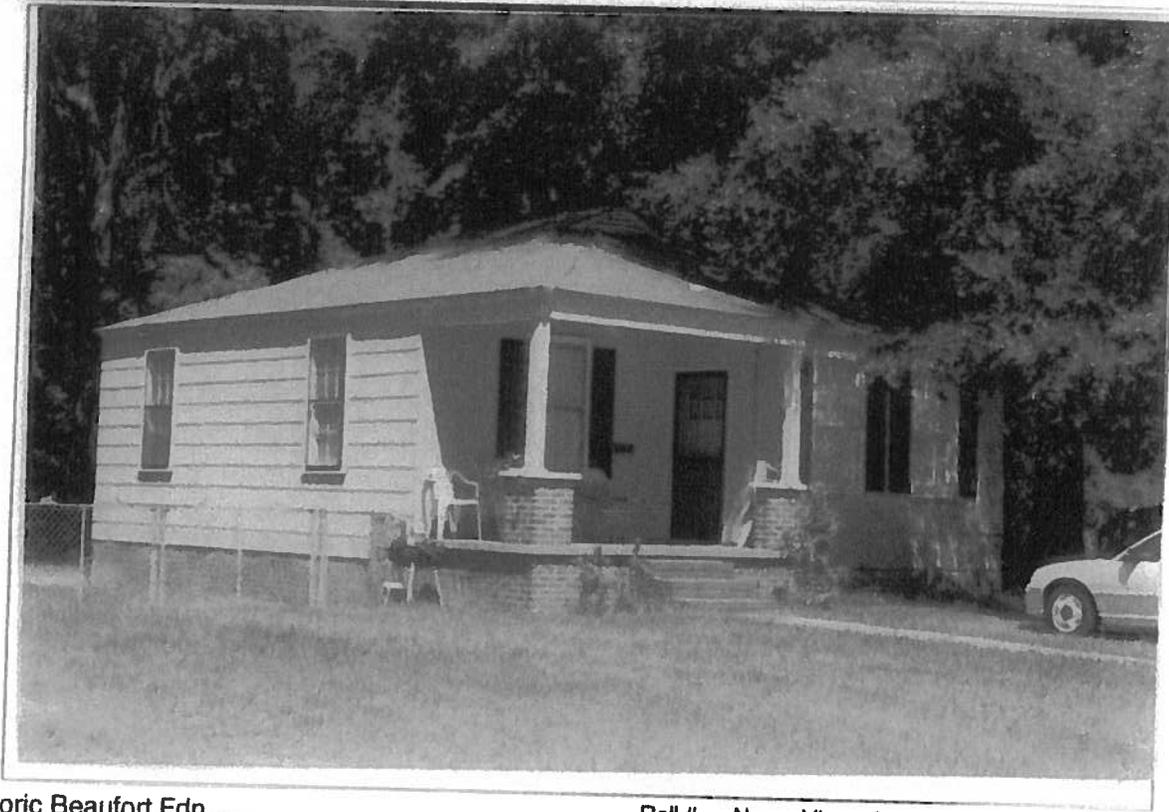
- H.A.B.S.
- Feiss-Wright (1969)
- Historic Resources of the Lowcountry (1979)
- Milner Historic District Inventory (1979)
- A Guide to Historic Beaufort (1995 ed.)

Reference:

Other

Notes:

Photograph:



- Photographs:
- prints
- slides
- negatives

Date: 5/22/97

Recorder: D. Schneider, Historic Beaufort Fdn.

Roll # Neg. View of:
S-05 03 S facade & W elev., fac. NE

3.16 Special Exceptions

A. Purpose

Special exceptions shall be used to permit uses subject to the terms and conditions for the uses set forth for such uses in this UDO. Uses permitted by special exception are declared to possess characteristics which require certain controls in order to insure compatibility with other uses in the zoning district within which they are proposed. The Zoning Board of Appeals shall hear and decide requests for special exceptions.

B. Application

A special exception application form as published by the Administrator and appropriate fee as required by Section 3.1 shall be required, along with such accompanying material as is required to ensure compliance with the criteria listed below.

C. Approval Process

1. Staff Review and Report

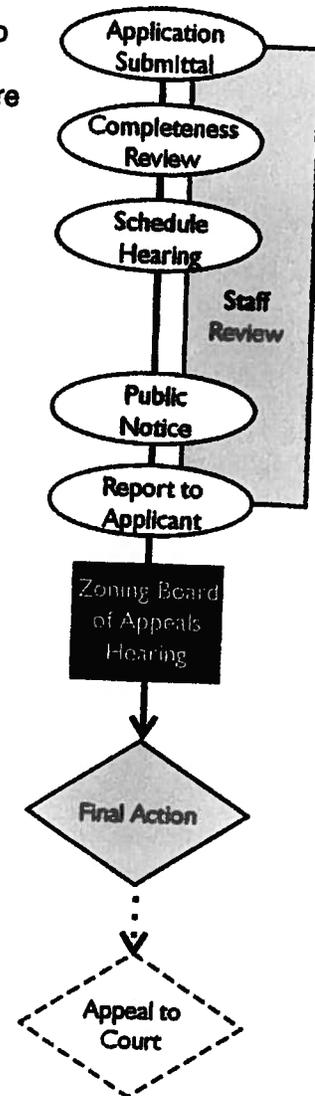
The Administrator shall prepare a staff report that reviews the proposed development in light of the Comprehensive Plan, the review criteria listed below, and the requirements of this UDO. A copy of the report shall be provided to the Zoning Board of Appeals and the applicant before the scheduled hearing.

2. Mailed Notice

A courtesy notice of any Special Exception Application shall be provided by US Mail to all property owners within 200 feet of the subject property. Failure to provide such notice shall not be considered a jurisdictional defect, provided that published notice in accordance with Section 3.1 has been provided.

3. Action by Board of Zoning Appeals

- a. Following posted and mailed notice in accordance with Section 3.1 Approval Procedures, the Zoning Board of Appeals shall hold a public hearing on the Special Exception application.
- b. After review of the application and the public hearing, the Zoning Board of Appeals shall make a written finding and approve, approve with modifications or conditions, or disapprove the request.
- c. If approval, or approval with modifications or conditions is granted, the decision shall be communicated in writing within 15 days to the applicant, and the applicant shall then be authorized to submit a development permit application consistent with this ordinance.



D. Special Exception Review Criteria

The Zoning Board of Appeals may approve an application for a Special Exception where it reasonably determines that there will be no significant negative impact upon residents of surrounding property or upon the general public. The Board shall consider the following criteria in its review:

1. Whether the proposed use is compatible with existing land uses in the surrounding area;
2. Whether the proposed site plan, circulation plan, and schematic architectural designs are harmonious with the character of the surrounding area;
3. The likely impact on public infrastructure such as roads, parking facilities, and water and sewer systems, and on public services such as police and fire protection and solid waste collection, and the ability of existing infrastructure and services to adequately service the proposed use without negatively impacting existing uses in the area and in the City;
4. Whether the proposed use and designs are in general conformity with the City's Comprehensive Plan and any other plans officially adopted by the City;
5. Likely impact on public health and safety; and
6. Potential creation of noise, lights, fumes, dust, smoke, vibration, fire hazard, or other injurious or obnoxious impacts.

E. Conditions

The Zoning Board of Appeals may impose such conditions and restrictions upon the application as may be necessary to minimize or mitigate any potential adverse impacts of the proposed use.

F. Appeal

Any party aggrieved by the Zoning Board of Appeals' decision may appeal such determination to the Circuit Court of Beaufort County by filing with the Clerk of the Court a written petition within 30 days after the decision of the Board is postmarked, in accordance with the procedures found in Section 3.18 of this UDO.

Article Article 11: Definitions
Section 11.2: Defined Terms

- Grand Tree.** Any existing broad-leaved overstory tree with a DBH of 24 inches or greater; any existing understory tree with a DBH of twelve inches or greater; and any Palmetto tree having a clear trunk height of at least two feet.
- Ground Cover.** Vegetation growing close to the ground including grass, ivy and some species of juniper.
- Ground disturbance.** Any activity which would result in any tangible modification to the surface of the ground including, but not limited to, building new structures or additions, paving, grading, excavating or tree removal.
- Hardscape.** Any nonliving material such as berms, mulch, walls and fences commonly used in landscaping designs.
- Height of Freestanding Sign.** The vertical distance measured from the average elevation of the nearest road centerline to the top of the sign face or sign structure, whichever is greater.
- Historic Resources.** According to the National Historic Preservation Act of 1966, as amended through 1992, (16 U.S.C. 470 et seq.) Section 101(a)(1)(A):
- The secretary of the Interior is authorized to expend and maintain a National Register of Historic Places composed of districts, sites, buildings, structures, and objects significant in American history, architecture, archeology, engineering, and culture.
- Criteria set forth by the Secretary of the Interior states that any district, site, building, structure, or object that is at least 50 years of age, is significant in American history, architecture, archeology, engineering, and culture may be considered for inclusion on the National Register of Historic Places.
- Home Occupation.** An occupation conducted from a residence in accordance with the provisions of this ordinance.
- Hotel/Motel.** A lodging establishment of 26 or more guest rooms providing overnight accommodations to transient guests.
- Housing, Short Term Rental.** A single-family or individual two-family or multifamily dwelling that is available for use or is used for accommodations or lodging of guests paying a fee or other compensation for a period of less than 30 days.
- Impervious Surface.** Any area of land that cannot be landscaped or planted and which does not allow for the natural passage of water through it, including paved areas, all buildings, and asphalt or concrete parking areas, driveways, roads, sidewalks and any areas of concrete or asphalt and/or any water bodies, and roof surfaces.
- Infill.** Development or redevelopment of land that has been bypassed, remained vacant, and/or is underused as a result of the continuing urban development process.
- Inn.** A building used as a lodging establishment having six to 25 guest rooms providing overnight accommodations and breakfast to transient guests.
- Intensive Level Survey.** An Intensive Level Survey will be based on a systematic approach to the entire tract, to differentiate between having high or low potential for containing archeological resources. Topography and soil types are also taken into consideration to help determine the areas of high and low potential. In addition, sub-surface activity, such as shovel tests are done (unless surface exposure is evident) and the materials are

Article 4. Zoning Districts

4.1 Establishment of Districts

For the purpose of this UDO, portions of the City as specified on the Official Zoning Map of the City are hereby divided into the following zoning districts:

BASE ZONING DISTRICTS	
Residential Zoning Districts	
TR	Transitional Residential
RE	Residential Estate
R-1	Low Density Single-Family Residential
R-2	Medium Density Single-Family Residential
R-3	Medium-High Density Single-Family Residential
R-4	High Density Single-Family Residential
GR	General Residential
TBR	Traditional Beaufort Residential
MHP	Manufactured Home Park
Commercial Zoning Districts	
NC	Neighborhood Commercial
OC	Office Commercial
CC	Core Commercial
GC	General Commercial
HC	Highway Commercial
Industrial Zoning Districts	
LI	Limited Industrial
IP	Industrial Park
Special Purpose Zoning Districts	
CP	Conservation Preservation
MED	Medical
PUD	Planned Unit Development
MR	Military Reservation
OVERLAY ZONING DISTRICTS	
AICUZ	Air Installation Compatibility Use Zone
-D	Development Design
-H	Historic

4.2 Official Zoning Map

- A. The boundaries of the above zoning districts are a map or series of maps entitled "Official Zoning Map, City of Beaufort" which, together with all explanatory matter thereon, is hereby adopted by reference and declared to be part of this UDO. Special purpose zoning districts intended to serve as floating districts are not established on the zoning map until a specific district is proposed and approved by the City.
- B. Each map bearing the designation "Official Zoning Map, City of Beaufort" shall be identified by the signature of the Administrator, and bearing the seal of the City under the words: "Official Zoning Map, City of Beaufort, South Carolina," together with the date of the adoption of the map.

Article 5. Use Regulations

5.1 Use Tables

A. Types of Use

All of the Use Categories listed in the Use Table are defined and described in the sections immediately following the Table.

1. Uses Permitted By Right

A "P" indicates that a use is allowed by right in the respective district. Such uses are subject to all other applicable regulations of this UDO.

2. Conditional Use

A "C" indicates a use that is allowed conditionally, provided that it meets the additional listed standards contained in Section 5.3, Specific Use Standards. Conditional uses are subject to all other applicable regulations of this UDO.

3. Special Exception

An "S" indicates that a use is allowed only if reviewed and approved as a Special Exception, provided that it meets the listed standards contained in Section 5.3, Specific Use Standards. Special exceptions are subject to all other applicable regulations of this UDO.

4. Existing Building

An "E" indicates a use category that is allowed only in existing buildings, provided that it meets the additional listed standards contained in Section 5.3.

B. Uses Not Allowed

A blank cell in the Use Table indicates that a Use Category is not allowed in the respective district.

C. Uses Not Listed

The Administrator shall determine whether or not an unlisted use is part of an existing Use Category or is substantially similar to an already defined use, using the criteria in Section 5.2, Use Categories.

- c. In the NC zoning district, the building footprint of such use shall be no more than 2,500 square feet. Larger facilities shall be permitted as part of a mixed-use development.

9. Entertainment

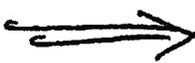
Indoor and Outdoor Entertainment are permitted subject to the following standards:

- a. The use is owned and managed by the neighborhood association or property owners' association in which the use is located.

10. Fuel Sales

In the GC District, Fuel Sales are permitted as a conditional use in the SC 170 Design District and the US 21 District outside the Boundary Street Redevelopment District. In all other GC Districts, Fuel Sales are permitted by special exception. Fuel Sales in all districts where permitted by this UDO, are permitted subject to the following standards:

- a. Parking and/or service areas shall be separated from adjoining residential properties by a suitable planting screen, fence or wall at least six feet in height;
- b. No open storage of any type, including the overnight storage of vehicles, shall occur in conjunction with the operation.
- c. No more than two Fuel Sales facilities are permitted at an intersection of any Arterial Street (Section 7.2.B). Nor more than one Fuel Sales facility is permitted at the intersection of other streets.
- d. In new development, pumps should not be located between the building and the adjacent street, but instead be placed behind the building, although the Design Review Board may permit pumps to be located to one side of the building based on unique site conditions including the presence of wide buffers. In such cases, the pumps, including the canopy, shall not project further toward the street than the front line of the building.
- e. No signs shall be located on any canopy over the pumps.
- f. Any freestanding light fixtures shall be reduced in height to fifteen feet if the use adjoins a residential district or residential use.
- g. Any service bay doors shall not be oriented toward any public right-of-way.
- h. Fuel sales are subject to the general Design District standards set out in Section 6.6 and the specific Gas Station Design Guidelines set out in the Appendix.

 **11. Housing, Short Term Rental**

Short term rentals are permitted in all residential zoning districts with the exception of the Traditional Beaufort Residential District, The Point, or where prohibited by covenants. Short term rental of the primary dwelling, or rental of an accessory dwelling unit on property where the property owner does not live on the premises, shall be by special exception subject to the standards

shown below. Short term rental of an accessory dwelling unit where the property where the property owner lives on the premises, and short term rental of any type of residential unit in a commercial district, shall be a conditional use subject to the standards shown below.

- a. A minimum 2-night stay is required;
- b. Adequate on-site parking is provided. Parking should be located to the side or rear of the dwelling (i.e., the front yard should not be used for parking). Tenants should use the required on-site parking and not park in the street;
- c. A property management plan shall be developed and approved by the appropriate review authority. Failure to comply with the approved property management plan shall result in revocation of zoning approval;
- d. No on-site signage shall be permitted;
- e. No pets shall be left outside unattended;
- f. An annual Safety Inspection shall be conducted before the Business License for the facility can be renewed;
- g. The facility shall comply with all business license, revenue collection, and health laws of the City of Beaufort, Beaufort County, and the state of South Carolina; and
- h. Approval of the use runs with the ownership of the property.

12. Manufacturing and Production

Manufacturing and Production uses are permitted subject to the following standards:

- a. Any industrial use, plus operations incidental to such use, which involves manufacturing, processing, assembly, storage operations, provided the manufacturing, processing, assembly or storage in no way involves any junk or salvage operations;
- b. No open storage of junk or salvage materials shall occur; and
- c. Any noise, vibration, smoke, gas, fumes, odor, dust, fire hazard, dangerous radiation or other injurious or obnoxious conditions related to the operation shall not be sufficient to create a nuisance beyond the premises.

13. Medical Office/Clinic

Medical offices and clinics are permitted in the NC zoning district subject to the following standards:

- a. The building footprint of such use shall be no more than 2,500 square feet. Larger facilities shall be permitted as part of a mixed-use development.

AP 10647
\$ PAID
10/20/14 cc

City of Beaufort Zoning Board of Appeals
1911 Boundary Street
Beaufort, South Carolina 29902
Phone (843) 525-7011, Fax (843) 986-5606
E-Mail: jbachety@cityofbeaufort.org
*Revised September 12, 2014

Application Fee
\$300

SPECIAL EXCEPTION APPLICATION

OFFICE USE ONLY: Date Filed: 10/20/14 Application #: ZB14- Zoning District: R-3

Instructions

Entries must be printed or typewritten. If the application is on behalf of the property owner(s), all owners must sign. If the applicant is not the owner, the owner(s) must sign the Designation of Agent (below).

Submittal Requirements

1. A legal survey of the property.
2. An accurate, legible site plan showing the north arrow, dimensions, and locations of all existing and proposed structures and any improvements relevant to the appeal such as trees, fences, power lines. Six copies of all plans are required.
3. Photograph(s) of the site.

APPLICANT(S): George & Lori SONTAG STEVEN SAGLE
 Address: 236 FENWAY RD, COLUMBUS, OH 43214
 Telephone: 614 205 4449 [day] _____ [fax]
 E-mail: GRSONTAG711@GMAIL.COM

OWNER(S) if other than Applicant(s): _____
 Address: _____
 Telephone: _____ [day] _____ [fax]

PROPERTY STREET ADDRESS: 2703 OAKLAWN AVE, BEAUFORT, SC 29902
 Tax Map No.: R120 003 000 0316 0000
 Parcel No.: _____

Pursuant to Section 6-29-1145 of the South Carolina Code of Laws, is this tract or parcel restricted by any recorded covenant that is contrary to, conflicts with, or prohibits the activity described in this application?
 Yes No

DESIGNATION OF AGENT [complete only if owner is not applicant]:
 I (we) hereby appoint the person named as Applicant as my (our) agent to represent me (us) in this application.

Date: 10/22/14 Owner's Signature: [Signature]

I (We) certify that the information in this application is correct.

Date: 10/14/14 Applicant's Signature: [Signature]

City of Beaufort Zoning Board of Appeals
1911 Boundary Street
Beaufort, South Carolina 29902
Phone: (843) 525-7011, Fax: (834) 986-5606
E-Mail: jbachety@cityofbeaufort.org
*Revised September 12, 2014

APPLICATION FOR SPECIAL EXCEPTION

Applicant hereby appeals to the Zoning Board of Appeals for a special exception for a (ex. Type 2 Home Occupation) SHORT TERM RENTAL

on property described on Page 1, which is permitted by special exception under the district regulation in Section 5.1 of the Unified Development Ordinance (UDO).

I. Applicant will meet the standards in Section 3.16.D of the UDO which are applicable to the proposed special exception in the following manner:

- a. The proposed use is compatible with existing land uses in the surrounding area as follows: 2 BED ROOM 1 BATH FLOOR PLAN LEADS TO SMALL FAMILIES RENTING IN THE NEIGHBORHOOD
- b. The proposed site plan, circulation plan, and schematic architectural designs are harmonious with the character of the surrounding area in that: _____
- c. The likely impact on public infrastructure such as roads, parking facilities, and water and sewer systems, and on public services such as police and fire protection and solid waste collection, and the ability of existing infrastructure and services to adequately service the proposed use without negatively impacting existing uses in the area and in the City are as follows: RESIDENCE IS USED BY OWNERS 4-6 WEEKS PER YEAR. THIS WILL SIMPLY BE LIKE HAVING OWNER PRESENT ALL YEAR.
- d. The proposed use(s) and designs are in general conformity with the City's comprehensive Plan and any other plans officially adopted by the City in that: VISITORS WILL LIKELY SPEND MONEY WITH LOCAL VENDORS DURING THEIR STAY
- e. The likely impact on public health and safety is as follows: NONE
- f. Potential creation of noise, lights, fumes, dust, smoke, vibration, fire hazard, or other injurious or obnoxious impacts is as follows: NONE

[A site plan must be submitted]

Sontag Rental Business Plan

2703 Oaklawn Ave, Beaufort, SC 29902 (Property) is owned by George and Lori Sontag (owners) and is located in a residential neighborhood east of Ribaut Rd and south of Boundary St. The property is a 2 bedroom and 1 bath cottage with a lovely back yard and a screened porch offering a place of quiet serenity to owners and guests. The yard provides gardens and shade to reenergize.

As owners, Lori and I and our family currently only get to spend about 8 weeks per year on property, we plan to retire in a few years to the area and found it possible to offer the property for short term rental to help offset costs. We will do this by making the property available to rent to families with 6 or less total guests for a minimum of 2 nights. The cost for rental is to be \$100.00 per night or \$500.00 per week plus appropriate tax. The rental agreements and payments will be scheduled through www.VRBO.com which is an online Vacation Rental website. During our visits to Beaufort, we maintain the cottage so that it is very comfortable and welcoming to our guests. Though we are new to the rental business, we have provided guest housing to several of our family and friends from our remote location in Columbus, OH with no concerns or problems.

Guests will check in after 4:00 pm and must leave on the scheduled day of departure by 11:00 am. Check in is done by use of an electronic key pad on the front door. We email the code and activate it prior to the guest's arrival. The code is deactivated upon the guest's departure. A rental agreement will be agreed to between owner and guests prior to check in time. A security deposit of \$150.00 will be collected upon registration and returned within 5 days of checkout if no damage is reported.

A cleaning service is contracted to clean the property upon the guests' departure. The company has agreed to take out and return the trash and recycling bins on the assigned collection date. We have also spoke with a backup cleaner in case of a problem.

The yard is currently professionally maintained by a lawn maintenance service.

The service of plumbers, electricians and handymen have been arranged to be able to address concerns when owners are not present. Lori and George also complete maintenance when visiting the cottage.

The property includes a fire and theft alarm system monitored by Frontpoint Security. This information is included with our packet. We currently monitor unlawful entry, fire and water/flood detection remotely through Frontpoint and our contract is attached to this document. A new certificate will include carbon monoxide after the installation is made and monitoring begins no later than November 24, 2014.

We are very blessed to have developed good relationships with several of our neighbors that are supportive of this endeavor. Regena and Rusty Dillinger are lifelong friends living in the area and are available in case of emergency. Steve and Nancy Sagle are friends living on Lady's Island that can assist in a moment's notice and routinely check the property for us in our absence.

We have posted emergency information inside the cottage for our guests in case of emergency.

Lori has spent her career in property management accounting and is well versed in maintaining great records and reporting as required. She will take care of our tax filing and record keeping.

We are very excited to be contributing members of the Beaufort, SC community. We fell in love with Beaufort during many visits prior to deciding to settle in town for our retirement. We want nothing more for our cottage than to be a welcome respite for those that visit. We hope that you see our pride when you drive by our property and plan to make Oaklawn Ave. a better place because of our presence.

Thank you for considering our application for a special exception to the local Zoning Board. We are very excited to begin sharing our home and our community through the rental industry.

Owners:

George and Lori Sontag

236 Fenway Rd.

Columbus, OH 43214

614-205-4449

Grsontag711@gmail.com

George and Lori Sontag
VRBO.com Rental Agreement

This Short Term Rental Agreement (the "Agreement") is made by and between George and Lori Sontag ("Homeowner") and _____ ("Guest") as of the date last set forth on the signature page of this Agreement. For good and valuable consideration, the sufficiency of which is acknowledged, the parties hereby agree as follows:

1. Property: The property is located at: 2703 Oaklawn Ave, Beaufort, SC, 29902

The property is furnished and includes 2 Bedrooms with queen size beds, a sleeper sofa, 1 bathroom with a tub and shower and a fully functional kitchen to prepare meals.

2. Rental Party: The rental party shall consist of Guest and the following persons:

3. Maximum Occupancy: The maximum number of guests is limited to 6 persons.

4. Term of the Lease: The lease begins at 4:00 p.m. on _____ (the "Check-in Date") and ends at 11:00 a.m. on _____ (the "Checkout Date").

5. Minimum Stay: This property requires a 2 night minimum stay. Longer minimum stays may be required during holiday periods. If a rental is taken for less than 2 days, the guest will be charged the 2-night rate.

6. Rental Rules: Guest agrees to abide by the Rental Rules at all times while at the property and shall cause all members of the rental party and anyone else Guest permits on the property to abide by the following rules at all times while at the property.

7. Access: Guest shall allow Homeowner access to the property for purposes of repair and inspection. Homeowner shall exercise this right of access in a reasonable manner.

8. Rental Rate and Fees

a. Deposit: A deposit of \$150.00 is due at least 30 days prior to the Check-In Date.

The deposit is for security and shall be refunded within 5 days of the Checkout Date provided no deductions are made due to:

- i. damage to the property or furnishings;
- ii. dirt or other mess requiring excessive cleaning; or
- iii. any other cost incurred by Homeowner due to Guest's stay.

If the premises appear dirty or damaged upon Check-in, Guest shall inform Homeowner immediately.

b. Rental Rate. Payment in full of the following fees shall be due within 30 days of the Check-in Date:
 \$ 100.00 per night x _____ nights = \$ _____

Cleaning fee	\$ 65.00
Sales Tax 10%	\$ _____
Less deposit	\$(150.00)
TOTAL Due	\$ _____

9. Cancellation Policy: If Guest wishes to cancel his/her reservation, the deposit will be refunded as follows:

100% if cancelled 60 days prior to the Check-in Date

50% if cancelled 30 days prior to the Check-in Date

10. Insurance: We encourage all renters to purchase traveler insurance.

11. Payment: Acceptable payment methods are [personal check or credit card]. If you wish to use a credit card, please provide the following information.

Name on credit card: _____ Type: _____

Credit card billing address: _____

City _____ State _____ Zip Code _____

Credit Card Number _____

Exp date _____ CVV (Security) Code _____

By my signature below, I hereby give permission to charge my credit card for the amounts above. I agree that all rental monies are non-refundable per cancellation policy above. I have read my rights to purchase travel insurance.

The parties agree to the terms of this Short Term Rental Agreement, as evidenced by the signatures set forth below.

	Homeowner:	Guest:
Signature (electronic or manual)		
Name (printed)		
Date		
Phone number (during stay)		

Rental Rules

1. Smoking is NOT allowed OR Smoking is allowed outside only.
2. People other than those in the Guest party set forth above may not stay overnight in the property. Any other person in the property is the sole responsibility of Guest.
3. All of the units are privately owned; the owners are not responsible for any accidents, injuries or illness that occurs while on the premises or its facilities. The Homeowners are not responsible for the loss of personal belongings or valuables of the guest. By accepting this reservation, it is agreed that all guests are expressly assuming the risk of any harm arising from their use of the premises or others whom they invite to use the premise.
4. Keep the property and all furnishings in good order
5. Only use appliances for their intended uses.
6. Pets are permitted only with prior approval. Pets may not be left unsupervised on the premises. Renter is responsible to clean up pet waste daily.
7. PARKING – Parking is limited to 2 vehicle(s). Vehicles are to be parked in driveway only. Parking on the road is not permitted. Any illegally parked cars are subject to towing; applicable fines/towing fees are the sole responsibility of the vehicle owner.
8. Housekeeping: There is no daily housekeeping service. While linens and bath towels are included in the unit, daily maid service is not included in the rental rate. We suggest you bring beach towels. We do not permit towels or linens to be taken from the units.
9. Quiet hours: The premise is located in a residential area. Quiet should be maintained during dark hours so as not to disturb neighbors.
10. Storms:

If there is a storm or hurricane, no refunds will be given unless:

- The state or local authorities order mandatory evacuations in a "Tropical Storm/Hurricane Warning area" and/or
- A "mandatory evacuation order has been given for the Tropical Storm/Hurricane Warning" area of residence of a vacationing guest.
- The day that the authorities order a mandatory evacuation order in a "Tropical Storm/Hurricane Warning," area, we will refund:
 - Any unused portion of rent from a guest currently registered;
 - Any unused portion of rent from a guest that is scheduled to arrive, and wants to shorten the stay, to come in after the Hurricane Warning is lifted; and
 - Any advance rents collected or deposited for a reservation that is scheduled to arrive during the "Hurricane Warning" period.



Frontpoint®

This certificate is to certify that FrontPoint Security Solutions, LLC ("Frontpoint") is providing 100% wireless security monitoring services to the following person(s) or businesses.

All Frontpoint security systems include U.L. listed equipment manufactured by GE Security. In addition, all accounts are monitored by Rapid Respond Monitoring, which is nationally recognized and U.L. listed. The address of this monitoring facility is: 400 West Division St, Syracuse, NY 13204.

Customer Name:	George Sontag
Premise Address:	2703 Oaklawn St
City, State, & Zip:	Beaufort, SC, 29902
Date of Activation:	08 / 16 / 2013

Description of Services Provided (as of October 15, 2014)

Burglar / Intrusion Protection:
Fire Protection:
Environmental Protection:

Special Notes About Services Provided: Water/Flood

FRONTPOINT SECURITY SOLUTIONS, LLC

By: Andrew P Burk
Andrew P Burk
Director of Customer Relations

Date: 10/15/2014

This Agreement is made this 26th day of July, 2013, by and between FRONTPOINT SECURITY SOLUTIONS, LLC ("Company") and George Sontag ("Subscriber"). Subscriber is sometimes referred to herein as "you" or "your" and Company is sometimes referred to herein as "we," "us" or "our." Location of Subscriber's premises where the System shall be installed ("Premises") is 2703 Oaklawn St., Beaufort, SC 29902.

Subject to the terms and conditions hereinafter set forth, Company agrees to provide you with monitoring and related services ("Services") for an alarm signaling system ("System"). You acknowledge and agree that (i) additional equipment, at additional cost, can provide increased detection ability, (ii) you have voluntarily elected to accept the System based on your personal reasons, e.g., cost, lifestyle, presence or absence of pets, etc., (iii) your local municipality may require that you obtain a license or permit for the installation, use or monitoring of the System and that you are solely responsible for determining and complying with such obligations, (iv) you shall notify Company of all ordinances or local policies of Proper Authorities that may affect Company's performance of services to you. If, at any time after the date hereof, you request or authorize additional equipment or services, all sales, installation and services supplied by Company shall be subject to the terms of this Agreement only, except that additional charges shall be made for such additional sales, installation or services.

- 1. Sale and Installation Charges.** You agree to pay Company the sum of \$99.95, plus tax, if applicable, for the sale and the installation, if applicable, of the System by credit card upon signing this Agreement.
- 2. Monthly Charges.** You agree to pay Company the sum of \$49.99, plus tax, if applicable, per month for Services monthly by credit card ("Monthly Charges"). You authorize payments due as stated above, and any other charges (including penalties, fees, or other monies due hereunder) to be remitted through the credit card account you provided to Company at the time of your order. You agree always to provide Company with a current and valid credit card account to which your Monthly Charges (and any penalties, fees, or other monies due hereunder) can be billed. Company shall have the right to increase the Monthly Charges in an amount not to exceed 5% per year.

THERE IS NO FINANCE CHARGE OR COST OF CREDIT (0% APR) ASSOCIATED WITH THIS AGREEMENT

A. Number of Payments for the Initial Term is 36.	B. Amount of each payment is \$49.99.	Total of payments for the Initial Term is \$1,799.64 (exclusive of any applicable taxes, fees, fines, and rate increases).
Late Charge. A charge of one and one-half (1.5%) percent per month (eighteen (18%) percent per year) will apply to all obligations not paid pursuant to the terms contained herein. You shall also pay to Company an administrative fee (late charge) of 5% of any payment due hereunder received by Company after the date on which such payment is due as agreed as damages and not as a penalty.		Prepayment. If you prepay the Total of Payments prior to the end of the Initial Term of this Agreement, there is no penalty or refund except as explained in Paragraph 28.
		See Sections 14, 15, and 16 of this Agreement for additional information about nonpayment and default.

- 3. Term, and Automatic Renewal, and Return.** This Agreement shall continue for an initial period of Three Year ("Initial Term"). Following the Initial Term, this Agreement shall renew for successive periods equal to twelve (12) months unless either party gives at least sixty (60) days written notice of intention not to renew, effective at the end of the then current term. In the event this renewal provision is not effective by operation of law, this Agreement shall automatically renew on a month-to-month basis until either party gives at least thirty (30) days written notice of its intention not to renew. Written notice shall be provided to FrontPoint Security Solutions, LLC, at 1568 Spring Hill Rd. Suite 100, McLean, VA via certified mail with return receipt. Notwithstanding the above, Customer agrees to either activate the System or initiate a return of the System to Company within thirty (30) days of date of receipt ("Trial Period"). You agree that failure to activate or failure to postmark a return of your equipment (which must be in new resalable condition) during the Trial Period will result in any upfront discounts being charged to your credit card, which shall be the sum of (1) a contract term discount of (\$300.00) and (2) a coupon incentive code discount of \$179.97. You may return the system for any reason and receive a full refund provided that the return must be postmarked during the Trial Period and the equipment must be in new resalable condition when received by Company. If Company, in its sole discretion, elects to allow a return after the Trial Period, a restocking fee of up to \$150.00 may be deducted from any amount refunded.
- 4. COMPANY IS NOT AN INSURER. WE ARE NOT AN INSURER AND YOU AGREE TO OBTAIN FROM AN INSURER ANY INSURANCE YOU DESIRE. THE AMOUNT YOU PAY US IS BASED UPON THE SERVICES WE PERFORM AND THE LIMITED LIABILITY WE ASSUME UNDER THIS CONTRACT AND IS UNRELATED TO THE VALUE OF YOUR PROPERTY OR THE PROPERTY OF OTHERS LOCATED IN YOUR PREMISES. IN THE EVENT OF ANY LOSS OR INJURY TO ANY PERSON OR PROPERTY, YOU AGREE TO LOOK EXCLUSIVELY TO YOUR INSURER TO RECOVER DAMAGES. YOU WAIVE ALL SUBROGATION AND OTHER RIGHTS OF RECOVERY AGAINST US THAT ANY INSURER OR OTHER PERSON MAY HAVE AS A RESULT OF PAYING ANY CLAIM FOR LOSS OR INJURY TO ANY OTHER PERSON. YOU HEREBY RELEASE COMPANY AND REPRESENTATIVES FOR ALL LOSSES, DAMAGES AND EXPENSES (I) COVERED BY YOUR INSURANCE POLICIES, (II) POLICY DEDUCTIBLES, CO-PAY PERCENTAGE, OR RETAINED LIMITS, (III) IN EXCESS OF AMOUNTS PAID BY YOUR INSURANCE, AND (IV) DUE TO UNDER INSURANCE.**
- 5. NO LIABILITY / LIMITATION OF LIABILITY.** IT WILL BE EXTREMELY DIFFICULT TO DETERMINE THE ACTUAL DAMAGES THAT MAY RESULT FROM OUR FAILURE TO PERFORM OUR DUTIES UNDER THIS CONTRACT. YOU AGREE THAT WE AND OUR AGENTS, EMPLOYEES, SUBSIDIARIES, AFFILIATES, SUB-CONTRACTORS, AND PARENT COMPANIES ("REPRESENTATIVES") ARE EXEMPT FROM LIABILITY FOR ANY LOSS, DAMAGE, INJURY OR OTHER CONSEQUENCE ARISING DIRECTLY OR INDIRECTLY FROM THE SERVICES (INCLUDING INTERNET WEBSITE SERVICES) WE PERFORM OR THE SYSTEMS WE PROVIDE UNDER THIS CONTRACT. IF IT IS DETERMINED THAT WE OR ANY OF OUR AGENTS, EMPLOYEES, SUBSIDIARIES, AFFILIATES OR PARENT COMPANIES ARE DIRECTLY OR INDIRECTLY RESPONSIBLE FOR ANY SUCH LOSS, DAMAGE, INJURY OR OTHER CONSEQUENCE, YOU AGREE THAT DAMAGES SHALL BE LIMITED TO \$500. THESE AGREED UPON DAMAGES ARE NOT A PENALTY. THEY ARE YOUR SOLE REMEDY NO MATTER HOW THE LOSS, DAMAGE, INJURY OR OTHER CONSEQUENCE IS CAUSED, EVEN IF CAUSED BY OUR NEGLIGENCE, GROSS NEGLIGENCE, FAILURE TO PERFORM DUTIES UNDER THIS CONTRACT, STRICT LIABILITY, FAILURE TO COMPLY WITH ANY APPLICABLE LAW, OR OTHER FAULT. AT YOUR REQUEST, WE MAY ASSUME ADDITIONAL LIABILITY BY ATTACHING AN AMENDMENT TO THIS CONTRACT STATING THE EXTENT OF OUR ADDITIONAL LIABILITY AND THE ADDITIONAL COST TO YOU. YOU AGREE THAT WE ARE NOT AN INSURER EVEN IF WE ENTER INTO ANY SUCH AN AMENDMENT.
- 6. INDEMNIFICATION.** IF ANYONE OTHER THAN YOU, INCLUDING, WITHOUT LIMITATION, YOUR INSURANCE COMPANY, ASKS COMPANY OR REPRESENTATIVES TO PAY FOR ANY LOSS, DAMAGE OR EXPENSE (INCLUDING, WITHOUT LIMITATION, ECONOMIC LOSSES, PROPERTY DAMAGE, PERSONAL INJURY OR DEATH) DUE TO (I) BREACH OF CONTRACT OR WARRANTY, EXPRESS OR IMPLIED, (II) ACTIVE OR PASSIVE SOLE, JOINT OR SEVERAL NEGLIGENCE OF ANY KIND OR DEGREE BY COMPANY OR REPRESENTATIVES, (III) FAILURE OR MALFUNCTION OF THE SYSTEM OR THE MONITORING STATION FACILITIES, (IV) RECORDING OF COMMUNICATIONS OR VIDEO SURVEILLANCE/RECORDING, (V) PRODUCT OR STRICT LIABILITY, OR (VI) A CLAIM FOR SUBROGATION, INDEMNIFICATION OR CONTRIBUTION, IN ANY CASE ARISING OUT OF OR RELATING TO THIS AGREEMENT OR THE RELATIONSHIP CREATED BETWEEN YOU AND COMPANY PURSUANT TO THIS AGREEMENT, YOU AGREE TO PAY (WITHOUT ANY LIMITATION) THE AMOUNT OF SUCH LOSS, DAMAGE OR EXPENSE. YOU AGREE TO HOLD COMPANY AND REPRESENTATIVES HARMLESS FROM AND AGAINST ALL SUCH LOSSES, DAMAGES AND EXPENSES.

INCLUDING, WITHOUT LIMITATION, ATTORNEY'S FEES, WHICH MAY BE ASSERTED AGAINST OR INCURRED BY COMPANY OR REPRESENTATIVES. THIS PARAGRAPH SHALL NOT APPLY TO CLAIMS FOR LOSS OR DAMAGE OCCURRING WHILE COMPANY'S EMPLOYEE OR SUBCONTRACTOR IS ON THE PREMISES AND SUCH LOSS OR DAMAGE IS CAUSED DIRECTLY AND SOLELY BY THE NEGLIGENCE OF THE COMPANY'S EMPLOYEE OR SUBCONTRACTOR, PROVIDED, HOWEVER, THAT THIS EXCEPTION SHALL BE LIMITED TO THE AMOUNT OF PROCEEDS RECEIVED FROM COMPANY'S INSURANCE POLICY(IES) APPLICABLE TO THE CLAIM OR ACTION FOR SUCH LOSS OR DAMAGE.

- 7. **LIMITED WARRANTY.** IN THE EVENT THAT ANY PART, EXCEPT FOR WIRING, LIGHT BULBS, L.E.D.'S, L.C.D.'S, EXPENDABLE BATTERIES AND FOIL TAPE SHALL BECOME DEFECTIVE WITHIN TWO (2) YEARS FROM THE DATE OF ACTIVATION, COMPANY SHALL REPLACE OR REPAIR THE DEFECTIVE PART WITHOUT CHARGE TO YOU. THIS WARRANTY IS NOT ASSIGNABLE. IF YOU DISCOVER A DEFECT IN THE PRODUCTS SUPPLIED UNDER THIS AGREEMENT, YOU SHOULD IMMEDIATELY CONTACT COMPANY IN WRITING OR BY TELEPHONE, AT THE ADDRESS AND TELEPHONE NUMBER SET FORTH, AND FULLY DESCRIBE THE NATURE OF THE DEFECT SO THAT REPAIR SERVICE MAY BE RENDERED. EXCEPT AS SET FORTH ABOVE, COMPANY AND REPRESENTATIVES MAKE NO EXPRESS OR IMPLIED WARRANTIES AS TO ANY MATTER WHATSOEVER, INCLUDING, WITHOUT LIMITATION, THE CONDITION OF THE EQUIPMENT, ITS MERCHANTABILITY, OR ITS FITNESS FOR ANY PARTICULAR PURPOSE, ALL OTHER WARRANTIES ARE SPECIFICALLY EXCLUDED. THIS WARRANTY DOES NOT COVER ANY DAMAGE TO MATERIAL OR EQUIPMENT CAUSED BY ACCIDENT, VANDALISM, SUBSCRIBER NEGLIGENCE, FLOOD, WATER, LIGHTNING, FIRE, INTRUSION, ABUSE, MISUSE, AN ACT OF GOD, ANY CASUALTY, ATTEMPTED UNAUTHORIZED REPAIR SERVICE, MODIFICATION OR IMPROPER INSTALLATION BY ANYONE OTHER THAN COMPANY OR ITS AUTHORIZED REPRESENTATIVES, OR ANY CAUSE OTHER THAN ORDINARY WEAR AND TEAR. COMPANY SHALL NOT BE LIABLE FOR ANY GENERAL, DIRECT, SPECIAL, EXEMPLARY, PUNITIVE, INCIDENTAL OR CONSEQUENTIAL DAMAGES. YOU ACKNOWLEDGE THAT ANY AFFIRMATION OF FACT OR PROMISE MADE BY COMPANY SHALL NOT BE DEEMED TO CREATE AN EXPRESS WARRANTY; THAT COMPANY DOES NOT MAKE ANY REPRESENTATION OR WARRANTY, INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS THAT THE SYSTEM OR SERVICE SUPPLIED MAY NOT BE COMPROMISED; CIRCUMVENTED; OR THE SYSTEM OR SERVICES WILL IN ALL CASES PROVIDE THE SIGNALING, MONITORING AND RESPONSE FOR WHICH IT WAS INTENDED; THAT YOU ARE NOT RELYING ON COMPANY'S SKILL OR JUDGMENT IN SELECTING OR FURNISHING A SYSTEM SUITABLE FOR ANY PARTICULAR PURPOSE; THAT THERE ARE NO EXPRESS WARRANTIES WHICH EXTEND BEYOND THOSE ON THE FACE OF THIS AGREEMENT OR HEREBY, AND THAT ALL IMPLIED WARRANTIES, IF ANY, COINCIDE WITH THE DURATION OF THIS WARRANTY. SOME STATES DO NOT ALLOW LIMITATIONS ON HOW LONG AN IMPLIED WARRANTY LASTS OR THE EXCLUSION OR THE LIMITATION OF INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE ABOVE LIMITATIONS OR EXCLUSIONS MAY NOT APPLY TO YOU. THIS WARRANTY GIVES YOU SPECIFIC LEGAL RIGHTS AND YOU MAY ALSO HAVE OTHER RIGHTS WHICH MAY VARY FROM STATE TO STATE.
- 8. **Monitoring Service.** Once Company receives a signal from the System, Company will try to notify, over the regular telephone lines, the agency(ies) and/or person(s) identified in the information provided by the Customer. However, Company will not notify anyone if it reasonably believes that notification is not required. The Customer agrees to provide Company with up-to-date information as necessary. Company is entitled to rely solely on information provided by the Customer. Company is not responsible for trying to contact anyone else. Company may attempt to verify the nature of the emergency by communicating with someone at Customer's Premises prior to notifying the emergency contacts provided by Customer. If the property being protected is a commercial property, Company shall not respond to any signals from the System that are reported to be fire signals.
- 9. **Installation and Service.** You acknowledge and agree that Company and its Representatives have no knowledge of existing hidden pipes, wires or other like objects within walls, floors, ceilings, and other concealed spaces, and it is your obligation to advise Company of such hidden objects. You release Company and its Representatives from any damages, losses or expenses for personal injury, including death, or damage to real or personal property if you fail to do so. Company makes no promise of delivery or installation, if applicable, of equipment or commencement of Services by any particular date. Company shall be in no way obligated to repair, restore, or redecorate the Premises in the event the System is removed from the Premise. You acknowledge that you have the authority to permit the installation of the System at the Premise. You agree that Company has no responsibility for the condition or operation of any equipment, device, or property of any sort of Subscriber or others ("Property"). Customer must provide 110 volt electrical service, including non-switched and non-ground-fault interruption electrical outlets, for the System's transformers and other electrical devices.
- 10. **Transmission Systems.** You understand that equipment transmits signals via (a) the telephone network including direct wire, derived channel, multiplex, etc., (b) radio including Global System for Mobile Communications (GSM) and Global Packet Radio Service (GPRS), or (c) the internet including broadband, DSL, and cable, etc. You understand that the equipment with which the System communicates to the monitoring station is the property of Company and that at no point does Subscriber gain ownership of this communication equipment. You agree that the System is not infallible and you acknowledge that the System or the transmission of signals from the System by telephone, radio, or internet may be interrupted, circumvented or compromised (e.g., cut telephone line; interference with radio signals from ground interference, atmospheric conditions, etc.; power line surges or outages; internet or internet provider transmission or receiving problems). You understand that a two-way voice system enables Company to "listen-in" to the Premises. You authorize and consent to Company listening-in and release Company and Representatives for all claims, losses, damages, costs and expenses due to Company's or its Representatives' listening-in to the Premises. You acknowledge that the System is non-supervised. If the Transmission System is interrupted by natural or human causes there may be no indication of this fact at the monitoring station. The System may not be compatible with other monitoring station companies. It is your sole responsibility to test the System periodically, at least monthly. Any claimed inadequacy or failure of the System shall be immediately reported to Company for repair service.
- 11. **MEDICAL EMERGENCY SIGNAL.** YOU ACKNOWLEDGE AND AGREE THAT COMPANY'S SOLE RESPONSIBILITY UPON RECEIPT OF A MEDICAL EMERGENCY SIGNAL TRANSMITTED FROM THE SYSTEM IS TO CALL BY TELEPHONE THE MEDICAL ASSISTANCE PROVIDERS AS DIRECTED BY YOU. YOU UNDERSTAND AND AGREE THAT COMPANY AND REPRESENTATIVES ARE HEREBY RELEASED FROM ALL LIABILITY DUE TO ACTIVE OR PASSIVE SOLE, JOINT OR SEVERAL NEGLIGENCE OF ANY KIND OR DEGREE OF COMPANY OR REPRESENTATIVES WHICH YOU, OR ANYONE CLAIMING THROUGH YOU, IN ANY WAY MIGHT OR COULD CLAIM AGAINST COMPANY OR REPRESENTATIVES BASED UPON, ARISING OUT OF OR FROM, IN CONNECTION WITH, RESULTING FROM, RELATED TO OR AS A CONSEQUENCE OF COMPANY'S OR REPRESENTATIVES' FAILURE TO CONTACT OR IMPROPER DISPATCH OF MEDICAL ASSISTANCE PROVIDERS.
- 12. **Suspension of Service, Shut-Down, Lock-Out or Removal of System.** You understand and agree that Company may, in its sole and absolute discretion, electronically lockout the System permanently in order to limit access to the System. Should you default hereunder, or upon termination of Services for any reason, or the System excessively signals Company's monitoring station without apparent reason, you authorize and empower Company to, without limitation, do any one or more of the following: remove the System from the Premises (if activation and sale price not fully paid), disconnect the System, shut-down the System and/or render some or all of the equipment incapable of signaling locally or communicating with any monitoring station, and refuse to unlock the System. The exercise of such rights shall not be deemed a waiver of Company's right to damages, and Company shall have the right to enforce all other remedies or rights. If you fail or refuse to cooperate or if you prevent Company from exercising its rights pursuant to this paragraph you shall pay to Company the sum of One

- the monitoring station, as agreed upon damages and not as a penalty, plus all actual attorneys' fees and court costs incurred by Company as a party in any action arising out of or from or related to this paragraph.
13. **Third Party Charges & False Alarms.** Unless Company agrees otherwise in writing, you shall pay all charges made by any municipality for receipt of communications from Company or dispatch of police, fire or medical personnel to the Premises. In the event the System is activated for any reason whatsoever, you shall (i) pay, without any right to be reimbursed by Company, or (ii) reimburse Company for any fines, fees, costs, expenses and penalties assessed against you or Company by any court or governmental agency.
 14. **Default of Subscriber.** In the event of any default of this Agreement by you, without limiting the rights of Company, Company shall be entitled to retain all prepayments received and you shall immediately pay to Company (a) all payments then due and payable, and (b) 80 percent of all payments which would be due hereunder for the unexpired term as agreed upon damages and not as a penalty; and Company shall have no further obligation to perform under this Agreement.
 15. **No Waiver of Breach.** If Company shall waive any breach of this Agreement by you, it shall not be construed as a waiver of any subsequent breach. Company's rights hereunder shall be cumulative and any rights hereunder may be exercised concurrently or consecutively and shall include all remedies available even though not expressly referred to herein.
 16. **Late Charges.** A charge of one and one-half (1-1/2%) percent per month (eighteen (18%) percent per year) will apply to all obligations not paid pursuant to the terms contained herein. You shall also pay to Company an administrative fee (late charge) of 5% of any payment due hereunder received by Company after the date on which such payment is due as agreed as damages and not as a penalty.
 17. **Delays in Service.** Company makes no promise that there will be no interruptions of Services or delay in performing service. Company's sole obligation after receiving a service request from you is to troubleshoot by phone and remote access and, if unsuccessful in troubleshooting, dispatch a service technician to the Premises within a reasonable time after a service technician becomes available, during normal business hours excluding Saturdays, Sundays and holidays.
 18. **Remote Programming Service.** Remote programming service consists of inputting, modifying, deleting and using electronic data concerning operation of the System through electronic communication between the System and Company's office or monitoring station. You hereby consent to Company's performance of all such service pursuant to Company's prevailing charges, if any, for such service, which you agree to pay to Company.
 19. **Suspension of Service.** You agree that Company's obligations hereunder are waived automatically without notice and you release Company for all loss, damage and expense in the event of a default or breach of this Agreement by Subscriber or if the monitoring station, telephone network, equipment, or facilities necessary to operate the System or monitoring station are destroyed, damaged, inoperable or malfunction for any reason whatsoever, for the duration of such interruption of service, and you shall be entitled to reimbursement of the unearned charge paid for the period of interruption on your request and this shall be the limit of Company's liability.
 20. **Contractual Limitation of Actions.** All claims, actions or proceedings by or against Company or Representatives must be commenced in court within one (1) year after the cause of action has accrued, without judicial extension of time, or said claim, action or proceeding is barred. The time period in this paragraph must be strictly complied with. **THE PARTIES WAIVE TRIAL BY JURY IN ANY ACTION BETWEEN THEM.**
 21. **Binding, Integrated, and Valid Agreement; Modifications.** This Agreement becomes binding upon Company only upon activation and commencement of Services. This Agreement is binding on the heirs, executors, administrators, successors and permitted assigns of the parties. This instrument contains the entire agreement between the parties hereto with respect to the transactions described herein and supersedes all prior or current negotiations, commitments, contracts, warranties, statements, and representations, whether written or oral, pertaining thereto, all of which shall be deemed merged into this Agreement. **NEITHER PARTY HAS AUTHORITY TO MAKE OR CLAIM ANY REPRESENTATION, TERM, PROMISE, CONDITION, STATEMENT, WARRANTY, OR INDUCEMENT (COLLECTIVELY, "INDUCEMENT") WHICH IS NOT EXPRESSED HEREIN. EACH PARTY REPRESENTS THAT IT HE/SHE IS NOT RELYING ON ANY INDUCEMENT IN SIGNING THIS AGREEMENT WHICH IS NOT EXPRESSED IN THIS AGREEMENT.** Should any provision hereof (or portion thereof), or its application to any circumstances, be held illegal, invalid or unenforceable to any extent, the validity and enforceability of the remainder of the provision and this Agreement, or of such provisions as applied to any other circumstances, shall not be affected thereby, and shall remain in full force and effect as valid, binding and continuing. All modifications to this Agreement must be in writing and signed by all parties to be binding on the parties.
 22. **Applicable Law.** This Agreement shall be governed by and construed according to the laws of Pennsylvania.
 23. **Assignability of Agreement.** This Agreement is not assignable by you except upon the written consent of Company, which shall be in Company's sole and absolute discretion. This Agreement or any portion thereof is assignable by Company in its sole and absolute discretion.
 24. **Right to Subcontract.** Company may, in its sole and absolute discretion, subcontract for the provision of Services and repair services under this Agreement. You acknowledge and agree that the provisions of this Agreement inure to the benefit of and are applicable to any subcontractors engaged by Company to provide any service set forth herein to you, and bind you to said subcontractor(s) with the same force and effect as they bind you to Company.
 25. **Consent to Record, Disclose And Use Contents of Communications.** You, for yourself and as the authorized agent of your family, guests, agents, servants, representatives and employees (individually and collectively, "Any Person") who is at any time on the Premises, hereby consent to Company (including in "Company" its monitoring and communication subcontractors) recording, retrieving, reviewing, copying, disclosing and using the contents of all telephone, video, wire, oral, electronic and other forms of transmission or communication which come into the possession of Company in the normal performance of its duties under this Agreement to which you, Any Person or Company are parties.
 26. **Prior Agreements With Others; Right to Contract.** You represent and warrant that (a) your cancellation or termination of any contract, or (b) execution of this Agreement does not breach and will not breach any contract with or obligation to any other person and that you either own the Premises or have the right to contract for the alterations necessary to install and/or service the System. You agree to protect, defend, indemnify and hold harmless Company and Representatives from and against and pay (without any condition or obligation that Company or Representatives first pay) for all claims, demands, suits, liabilities, losses, damages, judgments, costs and expenses including, without limitation, attorneys' fees and court costs arising out of or from, in connection with, as a result of, related to or as a consequence of your breach of this representation and warranty.
 27. **Credit Investigation Report.** You authorize and consent to credit investigations and reporting of payment history by Company to credit bureaus and/or collection agencies and by or to any other person or entity that provides financing to Company or to whom this Agreement may be assigned.
 28. **Right to Terminate.** Notwithstanding anything contained herein to the contrary, Company may, in its sole discretion, terminate this Agreement, with or without cause and without any liability whatsoever, upon thirty (30) days notice to Subscriber. In the event such termination is without cause, Company shall, upon the written request of Subscriber, refund any unearned service charges.
 29. **Cross-Default.** In the event Company and Subscriber are parties to any other agreement, Subscriber acknowledges and agrees that a default by Subscriber under this Agreement or any other agreement between the parties shall be deemed to be a default by Subscriber under all such agreements between the parties permitting Company to exercise any or all of its rights under any or all of such agreements in the sole and absolute discretion of Company.
 30. **Company License.** If Company is required to be licensed under state requirements in the jurisdiction in which the Premises is located, Company's state license number appears in Section 32 of this Agreement.
 31. **Company Location.** Company is located at 1568 Spring Hill Rd, Suite 100, McLean, VA, 22102. Company's telephone number is 866-252-7630.
 32. **State Regulation.** Not applicable for state of SC.

NOTICES TO SUBSCRIBER. YOU SPECIFICALLY ACKNOWLEDGE AND ACCEPT THE DISCLAIMER/LIMITATION OF LIABILITY AND INDEMNITY PARAGRAPHS HEREOF. TERMS AND CONDITIONS HEREIN ARE AN INTEGRAL PART OF THIS AGREEMENT. YOU ACKNOWLEDGE RECEIPT OF A COPY OF THIS AGREEMENT. READ ALL PAGES BEFORE SIGNING. IF YOU DO NOT MEET YOUR CONTRACT OBLIGATIONS, YOU MAY LOSE THE SYSTEM YOU BOUGHT WITH, OR ARE USING PURSUANT TO, THIS AGREEMENT. NO WARRANTIES: THERE ARE NO WARRANTIES, EXPRESS OR IMPLIED, WHICH EXTEND BEYOND THE DESCRIPTION ON THE FACE OR REVERSE HEREOF, INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

NOTICE OF RIGHT TO CANCEL

Date of Transaction: July 26th, 2013

Customer may CANCEL this transaction, without any penalty or obligation, within THREE BUSINESS DAYS from the above date. If you cancel, any payments made by you will be returned within TEN BUSINESS DAYS following receipt by the FrontPoint of your cancellation notice. If you cancel, you must make available to FrontPoint at Premises, in substantially as good condition as when received, any goods delivered to you under this Agreement, or you may, if you wish, comply with Dealer's instructions regarding return of the goods at Dealer's expense and risk. If you make the goods available and FrontPoint does not pick them up within 20 days of the date of your Notice of Cancellation, you may retain or dispose of the goods without further obligation. If you fail to make the goods available or agree to return the goods and fail to do so, then you remain liable for performance of all obligations under the Agreement. To cancel this transaction, mail or deliver a signed and dated copy of this Notice of Cancellation to FrontPoint Security Solutions, LLC, 1568 Spring Hill Rd., Suite 100, McLean, VA 22102 or fax to (703) 776-9102, NOT LATER THAN MIDNIGHT ON the 29th day of July, 2013.

ADDITIONAL TERMS

A1. For purposes of the terms and conditions in these Sections A1 through A10 ("ADC Terms"), the following words and phrases have the following meanings:

- "ADC Services" means services that Alarm.com Incorporated ("ADC") uses commercially reasonable efforts to provide to end-user customers who become Subscribers under the Subscription Agreement.
- "ADC-ready Products" means products, such as ADC-ready security systems, that enable use of ADC Services.
- "Customer Agreement" means the agreement between Dealer and Dealer Customer that contains or incorporates these ADC Terms.
- "Dealer" means the dealer from which an end-user customer purchases products, services, or both under an agreement that contains or incorporates these ADC Terms.
- "Dealer Customer" means the end-user customer of Dealer purchasing products, services, or both from Dealer under an agreement that contains or incorporates these ADC Terms. If you are an end-user customer making such a purchase, "Dealer Customer" means you.
- "Subscriber" means an end-user customer with one or more properly installed ADC-ready Products who has entered into the Subscription Agreement.
- "Subscription Agreement" means the agreement between ADC and an end-user customer pursuant to which Alarm.com uses commercially reasonable efforts to provide services to such end-user customer.

A2. Pursuant to this Customer Agreement, Dealer is selling Dealer Customer certain ADC Services, one or more ADC-ready Products, or both. Dealer Customer acknowledges and agrees that (a) the receipt of any ADC Services requires that Dealer Customer assent to the Subscription Agreement, which ADC may modify from time to time in accordance with its terms, (b) before entering into this Customer Agreement, Dealer Customer has had the opportunity to read and review the Subscription Agreement, which is currently available on the Internet at www.ADC.com, (c) Dealer Customer assents to the Subscription Agreement, including all its terms and conditions, and (d) if Dealer Customer does not confirm its assent to the Subscription Agreement when asked to do so as part of the ADC subscription process or decides not to remain a Subscriber, or if for any reason ADC Services become unavailable at Dealer Customer's location or otherwise, Dealer Customer will have no right of refund, return, or deinstallation or other recourse with respect to any ADC Services or any ADC-ready Product, except if and to the extent otherwise required by law.

A3. ADC-ready Products do or may contain proprietary software of ADC ("Embedded Software"). ADC solely owns and shall retain all right, title, and interest, including all intellectual property rights, in and to the Embedded Software and all other ADC materials (together, "ADC Materials") and ADC Services. Dealer Customer shall not (a) use, or cause or permit any other Person to use, any ADC Materials or ADC Services to design, build, market, or sell any similar or substitute product or service, or (b) cause, perform, or permit (i) the copying, decompilation, disassembly, or other reverse engineering of any ADC Materials, (ii) the transferring or purported resale or sublicensing of any ADC Materials, or (iii) the removal, delivery, or exportation of any ADC-ready Materials outside the Territory or any other act in violation of any relevant export laws or regulations. "Person" means any natural or legal person or association of natural or legal persons, whether or not having a separate legal identity, including any individual, corporation, limited liability company, partnership, or joint venture.

A4. THE SOLE WARRANTY PROVIDED BY ADC WITH RESPECT TO ADC SERVICES IS A LIMITED WARRANTY TO SUBSCRIBERS IN THE SUBSCRIPTION AGREEMENT TO USE COMMERCIALY REASONABLE EFFORTS TO CORRECT OR BYPASS A MATERIAL DEFECT IN ADC SERVICES, IN ACCORDANCE WITH THE TERMS AND CONDITIONS OF THE SUBSCRIPTION AGREEMENT ("LIMITED WARRANTY"). THE LIMITED WARRANTY IS NOT EXTENDED TO DEALER CUSTOMER, EXCEPT IF AND TO THE EXTENT DEALER CUSTOMER BECOMES AND REMAINS A SUBSCRIBER, OR TO ANY OTHER PERSON EXCEPT FOR THE LIMITED WARRANTY WITH RESPECT TO ADC SERVICES, ALL ADC SERVICES AND ALL ADC MATERIALS THAT ARE OR MAY BE PROVIDED BY ADC ARE PROVIDED "AS IS," WITH ALL FAULTS. TO THE MAXIMUM EXTENT PERMITTED BY LAW, ADC DISCLAIMS (A) ALL EXPRESS WARRANTIES TO DEALER CUSTOMER, OTHER THAN THE LIMITED WARRANTY IF AND TO THE EXTENT DEALER CUSTOMER BECOMES A SUBSCRIBER, (B) ALL IMPLIED WARRANTIES TO DEALER CUSTOMER, AND (C) ALL WARRANTIES TO OR FOR THE BENEFIT OF ANY OTHER PERSON, WHETHER EXPRESS OR IMPLIED. THE IMPLIED WARRANTIES DISCLAIMED HEREIN, TO THE MAXIMUM EXTENT PERMITTED BY LAW, INCLUDE ALL WARRANTIES OF

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A5. WITHOUT LIMITING THE PRECEDING CLAUSE (SECTION A4), DEALER CUSTOMER UNDERSTANDS THAT ADC IS NOT AN INSURER, THAT INSURANCE, IF ANY, SHALL BE OBTAINED BY DEALER CUSTOMER, AND THAT THE AMOUNTS PAYABLE TO ADC HEREUNDER REFLECT THE SCOPE OF LIABILITY AS SET FORTH IN THIS AGREEMENT AND ARE UNRELATED TO THE VALUE OF ANY PROPERTY OF DEALER CUSTOMER OR ANY OTHER PERSON. DEALER CUSTOMER SHALL LOOK EXCLUSIVELY TO ITS INSURER TO RECOVER FOR ANY LOSS, DAMAGE, OR INJURY, AND DEALER CUSTOMER RELEASES AND WAIVES ALL RIGHT OF RECOVERY AGAINST ADC ARISING BY WAY OF SUBROGATION. ADC MAKES NO EXPRESS OR IMPLIED WARRANTY TO DEALER CUSTOMER OR ANY OTHER PERSON, INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS, THAT ANY ADC SERVICES OR ADC-READY PRODUCT WILL AVERT OR PREVENT OCCURRENCES, OR THE CONSEQUENCES THEREFROM, WHICH ANY SUCH ADC SERVICES OR ADC-READY PRODUCT MAY BE DESIGNED TO DETECT OR AID IN DETECTING.

A6. DEALER CUSTOMER DOES NOT DESIRE THIS CUSTOMER AGREEMENT TO PROVIDE FOR FULL LIABILITY OF ADC AND AGREES THAT (A) ADC SHALL BE EXEMPT FROM LIABILITY FOR LOSS, DAMAGE, OR INJURY DUE DIRECTLY OR INDIRECTLY TO OCCURRENCES, OR CONSEQUENCES THEREFROM, OR THE FAILURE TO AVERT OR PREVENT SUCH OCCURRENCES OR CONSEQUENCES, WHICH SHOULD BE FOUND LIABLE FOR LOSS, DAMAGE, OR INJURY DUE TO A FAILURE OF, OR OTHERWISE INVOLVING OR RELATED TO, ANY ADC SERVICES OR ADC-READY PRODUCT IN ANY RESPECT, ADC'S TOTAL LIABILITY SHALL BE LIMITED TO ITS LIABILITY, IF ANY, UNDER THE SUBSCRIPTION AGREEMENT, AND IN ANY EVENT TO AN AGGREGATE SUM EQUAL TO 10% OF THE ANNUAL CHARGE FOR ADC SERVICES TO DEALER CUSTOMER OR \$250, WHICHEVER IS GREATER, AS THE AGREED UPON DAMAGES AND NOT AS A PENALTY, AND AS THE EXCLUSIVE REMEDY, AND (C) THAT ALL PROVISIONS IN THIS SECTION A6 SHALL APPLY IF LOSS, DAMAGE, OR INJURY, IRRESPECTIVE OF CAUSE OR ORIGIN, RESULTS DIRECTLY OR INDIRECTLY TO ANY PERSON OR PROPERTY FROM PERFORMANCE OR NONPERFORMANCE OF OBLIGATIONS IMPOSED BY ANY AGREEMENT OR FROM NEGLIGENCE, ACTIVE OR OTHERWISE, OF ADC, ANY OF ITS AFFILIATES OR PROVIDERS, OR ANY EMPLOYEES, OFFICERS, DIRECTORS, AGENTS, OR REPRESENTATIVES OF ADC OR ANY OF ITS AFFILIATES (AS DEFINED BELOW) OR PROVIDERS. "AFFILIATE" MEANS ANY OTHER PERSON THAT, DIRECTLY OR INDIRECTLY, OWNS OR CONTROLS, IS OWNED OR CONTROLLED BY, OR IS UNDER COMMON OWNERSHIP OR CONTROL WITH, ADC.

A7. EXCEPT FOR THE LIMITED LIABILITY OF ADC SET FORTH IN THE PRECEDING CLAUSE (SECTION A6), NEITHER ADC NOR ANY OF ITS AFFILIATES OR PROVIDERS SHALL HAVE ANY LIABILITY FOR ANY LOSS, DAMAGE, OR INJURY WHATSOEVER IN ANY WAY RELATING TO ANY ADC SERVICES OR ADC-READY PRODUCT, INCLUDING ANY LOSS, DAMAGE, OR INJURY RESULTING FROM ANY BREACH OF THIS AGREEMENT OR NEGLIGENCE, ACTIVE OR OTHERWISE, INCLUDING ANY LOSS ARISING OUT OF ANY MISTAKES, OMISSIONS, INTERRUPTIONS, DELAYS, ERRORS, OR DEFECTS IN ANY SERVICES OR TRANSMISSION OF SERVICES OR FOR LOSSES OR DAMAGES ARISING OUT OF FAILURE TO MAINTAIN PROPER STANDARDS OF MAINTENANCE AND OPERATIONS.

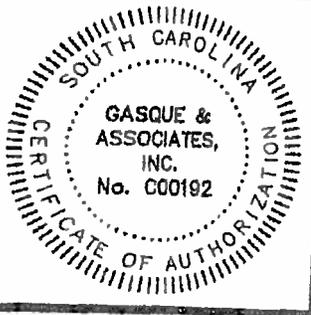
A8. IN NO EVENT SHALL ADC OR ANY OF ITS AFFILIATES OR PROVIDERS BE LIABLE FOR ANY LOSS OF USE, LOSS OF PROFITS, INTERRUPTION OF BUSINESS, OR INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL, OR EXEMPLARY DAMAGES OF ANY KIND, REGARDLESS OF THE FORM OF ACTION WHETHER IN CONTRACT, TORT, OR OTHERWISE, EVEN IF ADC HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES AND EVEN IF A LIMITED REMEDY FAILS OF ITS ESSENTIAL PURPOSE OR IS DEEMED UNCONSCIONABLE. THE EXCLUSION OF DAMAGES IN THIS SECTION A8 IS INDEPENDENT OF ANY AGREED REMEDY.

A9. Dealer Customer (a) acknowledges, accepts, and agrees to be legally bound by these ADC Terms, (b) waives all claims of liability not expressly permitted hereunder, on Dealer Customer's own behalf and on behalf of any member of or visitor to Dealer Customer's household and any other person entering any premises of Dealer Customer or other premises on which Dealer Customer uses any ADC Services or ADC Materials, and (c) represents and warrants that Dealer Customer has full authority to grant such waiver and otherwise to enter into the Customer Agreement. Dealer Customer shall indemnify, defend, and hold harmless ADC, its Affiliates, and its providers, and all employees, officers, directors, agents, and representatives of ADC, its Affiliates, and its providers from and against any and all liability, damage, cost, loss, and expense, including reasonable counsel fees, arising from any claim, suit, action, proceeding, or demand by any Person on whose behalf Dealer Customer makes such waiver.

A10. If any provision of these ADC Terms or the application of any such provision to any person or circumstance shall be held invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision of these ADC Terms. ADC and Dealer Customer intend that all disclaimers of warranties, limitations of liability, and exclusions of damages in these ADC Terms shall be upheld and applied to the maximum extent permitted by law. ADC is an intended third-party beneficiary of these ADC Terms and shall have the right to enforce and/or otherwise invoke any and all provisions set forth in any of these ADC Terms directly against Dealer Customer and/or any Person on whose behalf Dealer Customer makes any waiver herein. The words "include" and "including," as used in these ADC Terms, mean, respectively, "include but are not limited to" and "including but not limited to."

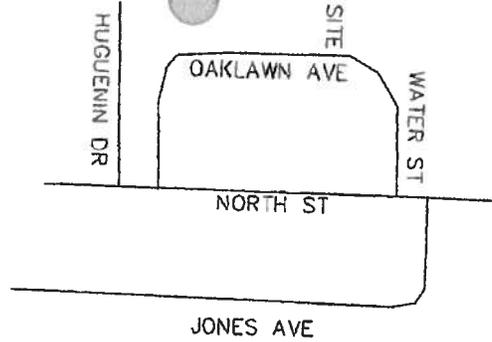
CUSTOMER ELECTRONIC SIGNATURE

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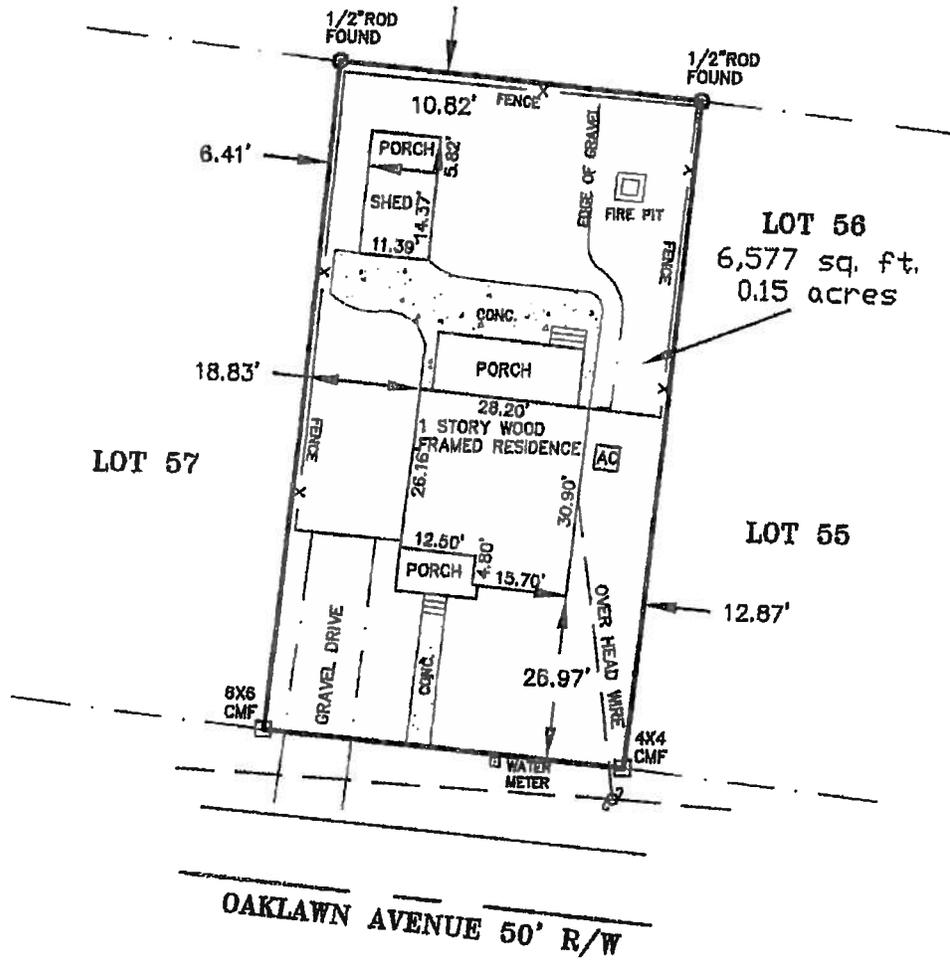
GASQUE & ASSOCIATES INC.
LAND SURVEYORS & PLANNERS

28 PROFESSIONAL VILLAGE CIRCLE, BEAUFORT, S.C.
 P.O. BOX 1363, BEAUFORT, S.C.
 PHONE (843) 522-1798



VICINITY MAP NOT TO SCALE

R120 003 000 0359 0000
 DANNA D. DANIELS



ASBUILT SURVEY PREPARED FOR

GEORGE R. SONTAG III & LORI SONTAG

BEING LOT 56 WOODLAWN SUBDIVISION AS SHOWN ON A PLAT BY R. D. TROGDON JR,
 DATED 12/12/2001 RECORDED IN BOOK 2495, PAGE 1807 BEAUFORT COUNTY R.M.C. OFFICE
 LOCATED IN THE CITY OF BEAUFORT, BEAUFORT COUNTY SOUTH CAROLINA
 TAX MAP R120 003 000 0318 0000

THE CERTIFIER HAS NOT INVESTIGATED OR BEEN INSTRUCTED TO INVESTIGATE THE EXISTENCE OR
 NONEXISTENCE OF ANY OVERLAY DISTRICTS, SUCH AS; AIRPORT, MILITARY, NOISE, CRASH POTENTIAL OR
 ENVIRONMENTAL ISSUES.