

July 12, 2022 – 1st Reading

2022-34 (1st READING): APPROVING THE EXECUTION AND DELIVERY BY THE CITY OF MYRTLE BEACH, SOUTH CAROLINA, OF A LEASE BETWEEN THE CITY, AS LESSOR, AND BAYVIEW RESORT HOLDINGS, LLC, AS LESSEE, WITH RESPECT TO 10 PARKING PLACES AT THE 5TH AVENUE NORTH STREET END IN THE CITY OF MYRTLE BEACH.

Applicant/Purpose: City of Myrtle Beach to enter into a lease with Bayview Resort Holdings, LLC., for 10 dedicated parking places. Term is 1 year at market rate of \$15,000.00

Brief:

- These 10 spots are currently used as paid parking and generated an average of \$1,524 per space in 2019 and 2020.
- Our practice has been to set the annual rate at 90% of the annual total due to the guaranteed nature of the revenue and allowing for market fluctuations.
- Bayview Resort Holdings, LLC. desires to lease the property to ease congestion on Ocean Blvd. during peak check-in / check-out periods
- The lease is for a period of 1 year to determine if this is a feasible option for both parties.
- The tenant cannot sublease without the City's consent.

Issues:

- Public parking in this area is needed but it has been determined by staff and contractor that this lease will not impact the public's ability to find adequate parking.
- The City wholly owns these spaces. This is not a standard hybrid-parking lease.
- The tenant is leasing these spaces to accommodate check in/out congestion and back-up on Ocean Blvd.

Public Notification: Normal meeting notification

Alternatives: Deny the lease.

Financial Impact:

- The lease is for 1 yr.
- Rental rate is \$15,000 which is the approximate revenue generated through metered revenues.

Manager's Recommendation:

- I recommend 1st reading

Attachment(s): Proposed ordinance, lease agreement

CITY OF MYRTLE BEACH
COUNTY OF HORRY
STATE OF SOUTH CAROLINA

APPROVING THE EXECUTION AND
DELIVERY BY THE CITY OF MYRTLE
BEACH, SOUTH CAROLINA, OF A LEASE
BETWEEN THE CITY, AS LESSOR, AND
BAYVIEW RESORT HOLDINGS, LLC, AS
LESSEE, WITH RESPECT TO 10 PARKING
PLACES AT THE 5TH AVENUE NORTH
STREET END IN THE CITY OF MYRTLE
BEACH.

WHEREAS, the City of Myrtle Beach, South Carolina (the "City"), is an incorporated municipality located in Horry County, South Carolina, and has all powers granted to municipalities by the Constitution and general laws of this State; and

WHEREAS, Section 5-7-40 of the Code of Laws of South Carolina 1976, as amended, empowers all municipalities to own and possess real and personal property and such municipalities may lease any such property; and

WHEREAS, the City is the fee owner of certain property identified as the 5th Avenue North Street End that is currently used for metered parking, in the City of Myrtle Beach; and

WHEREAS, ten(10) parking spaces within the 5th Avenue North street end generate an \$1,524 per space during 2019 and 2020 in annual revenue; and

WHEREAS, the City desires to enter into a Lease Agreement ("Lease") with Bayview Resort Holdings, LLC, for the purpose of creating ten (10) dedicated parking spaces for the use by Bayview Resort at the 5th Avenue North street end, and generating guaranteed revenue for the city; and

WHEREAS, it is in the best interest of the City to enter into the lease as it will provide for adequate parking above current zoning requirements needed to alleviate congestion in that section of Ocean Boulevard;

NOW, THEREFORE, IT IS ORDAINED that City Council does hereby approve the lease of the 10 (ten) parking spaces shown in Exhibit A to Bayview Resort Holdings, LLC pursuant to the Lease attached hereto as Exhibit A and incorporated herein by reference; and

The form, terms and provisions of the Lease, together with such changes as the officers of the City authorized to execute and deliver the Lease shall approve, are hereby approved. The City Manager and Assistant City Manager, or either one of them, acting alone, are hereby authorized and directed to execute, acknowledge and deliver, the Lease in the name of and on behalf of the City. The Lease is to be in substantially the form attached to this Ordinance as Exhibit A, with such changes as shall be approved by the City Manager or Assistant City Manager, or either one of them, acting alone, such person's or persons' execution and delivery thereof to constitute conclusive evidence of approval of any and all changes or revisions therein from the Lease now before this meeting.

1 The City Manager and the Assistant City Manager, for and on behalf of the City, are fully
2 empowered and authorized to take such further action and to execute and deliver such additional
3 documents as may be necessary to effect the execution and delivery of the Lease in accordance
4 with the terms and conditions therein set forth, and the transactions contemplated hereby and
5 thereby, and the action of such officers in executing and delivering any of such documents is
6 hereby fully authorized.

7
8 The provisions of this Ordinance shall be effective upon its adoption.
9

10
11 ENACTED by the City Council of the City of Myrtle Beach, South Carolina, this 26th day of July,
12 2022.
13

14
15 _____
16 BRENDA BETHUNE, MAYOR

17 ATTEST:
18

19
20 _____
21 JENNIFER ADKINS, CITY CLERK

22 1st Reading: 7-12-2022

23 2nd Reading:

STATE OF SOUTH CAROLINA)
COUNTY OF HORRY)

LEASE AGREEMENT

THIS AGREEMENT (the "Lease"), is made this _____, by and between City of Myrtle Beach ("Landlord"), and Bayview Resort Holdings, LLC ("Tenant").

WHEREAS, Landlord owns certain real property located in the public right of way in the City of Myrtle Beach, Horry County, South Carolina said property being more particularly described on Exhibit A attached hereto (the "Premises"), and the Tenant is either the owner of the property or has the legal right and ability to act on behalf of the land owner of the land to be benefited by this lease; and

WHEREAS, the Premises is located in a portion of public right of way whereby the determination has been made that the public good and economy is served by addressing the need of the Tenant for abutting and contiguous additional parking; and,

WHEREAS, Landlord desires to Lease the Premises to Tenant and Tenant desires to Lease said Premises from Landlord,

In consideration of the covenants contained in this Agreement, the parties agree as follows:

ARTICLE 1 PROPERTY LEASED

1.1 DEMISE. Landlord leases to Tenant and Tenant leases from Landlord the Premises, said lease only for the purpose of short-term parking for the Tenant's guests, customers, and invitees, as shown generally in Exhibit A attached hereto and incorporated herein.

1.2 COVENANT OF QUIET ENJOYMENT. The Landlord promises, subject to Tenant's performance of all of the terms and conditions of the Lease, that Tenant shall be entitled to the quiet and peaceful enjoyment and undisturbed possession of the Premises for the term of this Lease.

ARTICLE 2 TERM

2.1 TERM. The term of this Lease (the "Initial Term") shall be for one (1) year and shall commence on _____.

2.2 HOLDOVER. No holdover will be allowed in the event of a formal expiration of this Lease after the Term. In the event the Tenant desires to continue leasing the Premises a new Lease shall be executed.

2.3 END OF TERM. At the expiration of this Lease, any signage relating to the parking placed by the Tenant shall be removed. Tenant shall return the Premises to the Landlord in its original condition, normal wear and tear excepted.

ARTICLE 3 CONSIDERATION

3.1 RENT. Tenant agrees to pay and Landlord agrees to accept rental in the amount of Fifteen Thousand and 00/100 (\$15,000.00) dollars per year. One half of Rent shall be paid upon signing the lease,

and one half to be paid no later than 6 months after the signing date of the lease.

3.2 LATE CHARGES. All rent shall be paid to Landlord without notice or demand and without abatement, deduction or set-off, except as otherwise expressly provided in this Lease. All rental payments not paid within fifteen (15) days of the date when due shall bear interest at the rate of eighteen (18%) percent or, in the event such interest rate shall be void or unenforceable under the laws of the State of South Carolina, the highest rate of interest permitted shall be charged.

3.3 PAYMENT. All payments to the Landlord shall be made to the following address:

The City of Myrtle Beach
Finance Department
P. O. Drawer 2468
Myrtle Beach, South Carolina 29578

ARTICLE 4 THE PREMISES

4.1 USE AND SERVICES. Tenant will use the Premises for short-term private parking by the guests, customers, and invitees of Tenant's commercial operations. The Premises will be used for no other purpose, said use to conform with all applicable laws, regulations and codes.

4.2 REPAIRS AND MAINTENANCE. At its own cost and expense, Tenant shall keep and maintain the Premises at all times while Tenant has use of the Premises, reasonable wear and tear excepted. Upon proper permitting if required, such maintenance shall include, but not be limited to, the painting of parking lines and cleaning of the Premises, provided however that maintenance and marking of parking areas shall conform to City standards for uniform appearance and materials and work quality, in the sole judgment of the Public Works Department. Tenant may erect such signage as permitted or required by law indicating that the Premises is private property and shall use all reasonable precaution to prevent waste, damage or injury from occurring on the Premises.

4.3 ALTERATIONS. Tenant shall not, at any time make any alteration, change, addition or improvement in or to the Premises, except as allowed herein above, without the prior written consent of Landlord.

4.4 INSPECTION. Landlord and its representatives shall have the right to inspect the Premises at any time to ascertain if the Premises are in proper repair and condition. Tenant agrees to undertake such repair and maintenance as required by the City.

4.5 WARRANTIES: DISCLAIMER. Landlord expressly disclaims any warranty, either express or implied, regarding the Premises and Tenant acknowledges that neither Landlord nor its agents have made any representations or promises with respect to the Premises except as expressly set forth in this Lease, and no rights, easements or licenses are acquired by Tenant by implication or otherwise except as expressly set forth herein. The taking of possession of the Premises by Tenant shall be conclusive evidence that the Tenant has accepted the Premises "AS IS, WHERE IS".

4.6 UTILITIES. Tenant shall be responsible for any water, electricity and any other utilities, which may be required in its use of the Premises.

4.7 TAXES. Tenant shall pay all real and personal property taxes attributable to its lease of the property, or equipment, furniture, fixtures, and/or other personalty located on the Premises.

4.8 INSURANCE. Tenant shall, at its own expense, during the Term hereof, maintain and deliver to Landlord a public liability insurance policy providing protection against liability for personal injury and

property damage on and around the leased Premises, in which both Landlord and Tenant shall be named as an additional insured, with limits of at least \$1,000,000 per occurrence, combined single limit, with an aggregate limit of not less than \$1,000,000. The policy or policies shall include, but shall not be limited to coverage for bodily injury, personal and advertising injury, property damage, products-completed operations, blanket contractual liability and independent contractors. The insurance carrier shall be licensed to do business in the State of South Carolina and carry an A. M. Best & Co. rating of not less than "A". Such policy, or policies, shall be in such form and with such insurance companies as shall be reasonably satisfactory to Landlord with provision for at least ten days' notice to Landlord in the event of cancellation. Further, Tenant shall be responsible for any property and casualty coverage on any personalty and/or fixtures owned by the Tenant and located upon the Premises.

4.9 LIENS. Should Tenant cause any alterations or repairs to be made to the Premises, or cause any labor to be performed or material to be furnished, neither Landlord nor the Premises shall under any circumstances be liable for the payment of any expense incurred, and all such alterations and repairs shall be made and performed at Tenant's sole expense. If, because of any act or omission of Tenant, any mechanic's or other lien, charge, claim or order for the payment of money shall be filed against the Premises or against Landlord, Tenant shall, at its own cost and expense, cause it to be canceled and discharged of record within fifteen (15) days after notice of filing thereof. In the event that the Tenant fails to cause any such mechanics' or other lien, charge or order to be canceled and discharged, then, in addition to any other right or remedy of the Landlord, the Landlord may, at its option, cancel or discharge it by paying the amount claimed to be due into Court or directly to any claimant and the amount so paid by Landlord and all costs and expenses including attorneys' fees incurred for the cancellation or discharge of such lien shall be due from the Tenant to the Landlord as an additional charge payable on demand.

4.10 HAZARDOUS MATERIALS. Tenant shall not use, sell, or store on the Premises any hazardous materials. Further, if Tenant becomes aware of the presence of any Hazardous Material in a quantity sufficient to require remediation or reporting under any Environmental Law in, on or under the Premises or if Tenant, Landlord, or the Premises becomes subject to any order of any federal, state or local agency to investigate, remove, remediate, repair, close, detoxify, decontaminate or otherwise clean up the Premises, Tenant shall, at its sole expense only to the extent such contamination was caused by Tenant, carry out and complete any required investigation, removal, remediation, repair, closure, detoxification, decontamination or other cleanup of the Premises. If Tenant fails to implement and diligently pursue any such repair, closure, detoxification, decontamination or other cleanup of the Premises in a timely manner, Landlord shall have the right, but not the obligation, to carry out such action and to recover all of the reasonable costs, expenses and attorney's fees from Tenant.

4.11 UNAVAILABILITY DUE TO PUBLIC WORKS IMPROVEMENTS. From time to time during the Term of this Lease, the Landlord or other entity may undertake public works improvements within the confines of the Leased Premises. Such improvements as may include drainage improvements, utility upgrade/repair, installation of sidewalks or curbing, resurfacing of the adjacent roadway, or such other repair, modifications, or improvements may be appropriate at that time (the "Improvements"). In the event Improvements are undertaken on the Premises which precludes the use by Tenant of the Premises as a parking area, this Lease shall not terminate, and Tenant will continue to pay rent to Landlord as scheduled without abatement. If the Improvements are undertaken by the Landlord, Landlord covenants and agrees with the Tenant to use its best efforts to complete the Improvements in a timely fashion and to restore the Leased Premises to the same or better condition upon the completion of the Improvements. In any event, regardless of who undertakes the Improvements, Tenant shall have no cause of action against Landlord due to any loss of use of the Leased Premises during the period of time that Improvements are undertaken which affect the Leased Premises. Although the City cannot, by law, hold harmless and indemnify any contracting party, subject to the South Carolina Tort Claims Act and the limits of its insurance, the City shall be responsible for any loss or damage to property or injury to any person resulting from the negligence of City employees and/or agents in the performance of public works improvements within the confines of the leased Premises.

**ARTICLE 5
INDEMNIFICATION, HOLD HARMLESS, & RELEASE**

5.1 By affirmation evidenced by the signature below, Tenant shall indemnify and save Landlord harmless from and against any and all costs, expenses, liabilities, losses and damages, injunctions, suits, actions, fines, penalties, claims and demands of every kind or nature, including reasonable attorneys' fees, by or on behalf of any person, party or governmental authority whatsoever arising out of (a) any failure by Tenant to perform any of its obligations under this Lease, (b) any accident, injury or damage which occurs in or about the Premises, however occurring, (c) any matter arising out of the occupation, maintenance, use or operation of the Premises by Tenant or any part of it, (d) the contest or challenge by Tenant of any regulation or imposed tax, assessment, or other charges, or (e) any other matter arising from or relating to Tenant's use of the Premises. Further, the Tenant hereby knowingly, voluntarily and without reservation of any kind covenants that neither he, the undersigned, or any agent, employee, appointee, official, officer, heir, assign, successor, executor, administrator, or trustee of the entity or party represented will sue or make claim, and will now and forevermore hold harmless, release and discharge the City and its agent, employee, appointee, official, officer, heir, assign, successor, executor, administrator, or trustee in any legal forum, court or before any tribunal, administrative, judicial or quasi-judicial, from any cause of action, legal or equitable, claim, action or suit, in perpetuity, because of anything done or omitted, whether known or unknown at this time, acted upon in reliance, or made the subject of trade, loan, payment or commerce, directly or indirectly arising from the lease or use of the Premises. Tenant agrees that the land use is permissive and the Tenant shall make no claim now or ever against the public at large or its representative government, its agents, or employees in connection to or arising from its permissive and temporary use of this public land.

**ARTICLE 6
DEFAULT**

6.1 **DEFAULT.** Each of the following events shall be considered a default and a breach of this Lease Agreement:

(i) Failure to perform obligations. If Tenant fails to perform any of its obligations under this Lease and such non-performance continues for a period within which performance is required to be made by specific provision of this lease or, if no such period is provided, for a period of thirty (30) days after notice thereof by Landlord to Tenant, Landlord has the right in addition to any other rights or remedies it may have, to terminate this Lease by written notice to Tenant, and in such event the term hereof shall expire in the same manner and with the same force and effect, except as to Tenant's liability, as if such expiration were the original term expiration date.

(ii) Any redevelopment by the Tenant on the Tenant owned property adjoining the Premises. Redevelopment shall be defined as any process of construction in which a structure is replaced, enlarged, altered, or converted to a different occupancy use. Buildings may not be structurally altered nor any additional facilities provided within such buildings until the requirements for off-street parking, excluding the leased Premises, arising from such alteration or additions shall have been satisfied. Before any addition of square footage whether vertical or horizontal, or any alteration to an existing structure to increase number of units or to effect a change of use is permitted, the parking facilities for the Tenant's entire property must meet the Zoning Code, as then in effect. Any improvement to the Tenant's property that results in an increased demand for parking shall, for purposes of this Lease, be deemed a redevelopment, and shall be a default.

(iii) The failure of Tenant to produce proof of Insurance as required by this Lease Agreement, within ten (10) days of such request by the Landlord.

(iv) Notwithstanding any other term, condition or agreement concerning default or cure,

nonperformance of obligations and notice of nonperformance contained herein, should the tenant fail to pay rents as set forth in Article 3, that failure shall result in the automatic cancellation of the lease with no possibility of renewal, and the parking shall be configured for public parking, at the discretion of the City.

In the event of cancellation or termination of this Lease, Tenant agrees to immediately peacefully surrender the Premises to Landlord. If Tenant refuses to do so, Landlord may, among other things, reenter and repossess the Premises, using such force for that purpose as may be necessary. Tenant shall forfeit any prepaid rents in the event of default. Tenant shall have no right to appeal a termination of this Lease Agreement for the foregoing reasons to the City of Myrtle Beach City Council or any other governmental unit of the Landlord.

6.2 NON-WAIVER. The failure of Landlord to insist upon strict performance of any of Tenant's obligations under this Lease shall not be deemed a waiver of any rights or remedies that Landlord may have and shall not be deemed a waiver of any subsequent breach or default by Tenant.

ARTICLE 7 TERMINATION OF LEASE OTHER THAN BY DEFAULT OF TENANT

7.1 COUNCIL DETERMINATION. If at any time during the Term of this Lease Agreement should the City Council of the City of Myrtle Beach make the determination that there is a public need for the Premises this Lease shall be terminated immediately upon written notice to the Tenant. A public need, for purposes of this Lease, shall be defined as a determination, after public hearing on the matter, that the public health, safety, or general welfare will best be served by returning control of the leased Premises to the Landlord. In the event of termination by vote of the City Council of the City of Myrtle Beach, the Tenant shall be entitled to a refund of any prepaid rents as prorated based on the number of days in the lease year that Tenant occupied the Premises.

7.2 MUTUAL CONSENT. Tenant and Landlord may mutually consent to the termination of this Lease Agreement by written notice signed by both Parties. In the event of termination by mutual consent, the Tenant shall be entitled to a refund of any prepaid rents as prorated based on the number of days in the lease year that Tenant occupied the Premises, so long as Tenant is not then in default of any other provision of this Lease Agreement.

ARTICLE 8 ASSIGNMENT

8.1 BY LANDLORD. This Lease shall be fully assignable by the Landlord or its assigns.

8.2 BY TENANT. Tenant may not assign or sublet the Leased Premises without written consent of the Landlord. Tenant shall make requests to the Landlord in writing, to attention of the City Manager at the address provided herein below, of the proposed assignment or sublease no less than thirty (30) days prior to the proposed assignment or sublease. Parties to the parking space leases will be limited to the City of Myrtle Beach and the contiguous property owner. Parking space leases may be assigned to the new property owner in the event that the contiguous property is sold during the lease period. Under no circumstances shall the lease be assigned, nor leased spaces sub-leased, to a party not in ownership of the contiguous property. Any failure by Tenant to provide prior written notice to Landlord of an assignment or sublease of the Leased Premises, shall at the option of Landlord, be deemed a default of this Lease under Article 6.1 herein above. Upon assignment of the Premises, any assignee shall take possession of the leased Premises with no guarantee as to its use of the leased Premises for the remainder of the Term or any renewals thereof.

ARTICLE 9 MISCELLANEOUS

9.1 NOTICES. Every notice, approval, consent or other communication authorized or required by this Lease shall be effective if given in writing and if hand delivered or sent by United States Registered or Certified Mail, Return Receipt Requested, with postage prepaid, and addressed as provided below, or as either party shall from time to time designate in writing. Every notice shall be deemed to be effective upon delivery, if delivered, or on the second business day after mailing, if mailed.

Unless otherwise specified by either party in writing, all notices and/or payments to Tenant shall be sent to the following address:

Bayview Resort Holdings, LLC
407 30th Avenue North
Myrtle Beach, SC 29577
Attn: Ms. Patty Falkowski

And to the Landlord shall be sent to the following address:

The City of Myrtle Beach
Attn: City Manager
P.O. Drawer 2468
Myrtle Beach, South Carolina 29578-2468

9.2 CONSTRUCTION. In the event that any of the provisions of this Lease shall by court order be held invalid or in contravention of any of the laws of the United States or of any state having jurisdiction over the subject matter or of any dispute arising under it, such invalidation shall not serve to affect the remaining portion of this Lease. To the extent permitted by the laws of the state where the Premises are located, this Lease shall be governed by and construed in accordance with the laws of the State of South Carolina.

9.3 SUCCESSORS. This contract shall bind Landlord and Tenant and their successors, heirs, assigns, administrators, and legal representatives, as the case may be.

9.4 COUNTERPARTS. This agreement may be executed simultaneously in counterparts, any one of which shall be deemed an original.

9.5 RECORDING. This Lease or a short form thereof may be recorded in the public records of the county where the Premises are located. In the event the Landlord shall request that a short form of this Lease be recorded, Tenant shall cooperate to the full extent possible by executing a short form of this Lease on a written document witnessed and acknowledged in a form capable of being recorded in the public records of the county where the Premises are located. Tenant shall not record this Lease without prior written consent of Landlord.

IN WITNESS WHEREOF, the Landlord and Tenant have respectively signed this Lease as of the date indicated on the first page of this Lease, and their signature below constitutes an affirmation of legal authority to bind the parties and successors.

WITNESSES:

LANDLORD:
The City of Myrtle Beach

(1) _____
(2) _____

By: City Manager

STATE OF SOUTH CAROLINA)
COUNTY OF HORRY)

PROBATE

PERSONALLY appeared before me the undersigned witness and made oath that (s)he saw the within named Landlord, by and through its City Manager, sign, seal and as its act and deed deliver the within written Lease Agreement; and that (s)he with the other witness subscribed above witnessed the execution thereof.

SWORN to before me this
_____ day of _____, 20____.

(L.S.)

Notary Public for South Carolina
My Commission Expires: ____/____/____

WITNESSES:

TENANT:
Bayview Resort Holdings, LLC

(1) Patty Fuller
(2) _____

By: 

STATE OF SOUTH CAROLINA)
COUNTY OF HORRY)

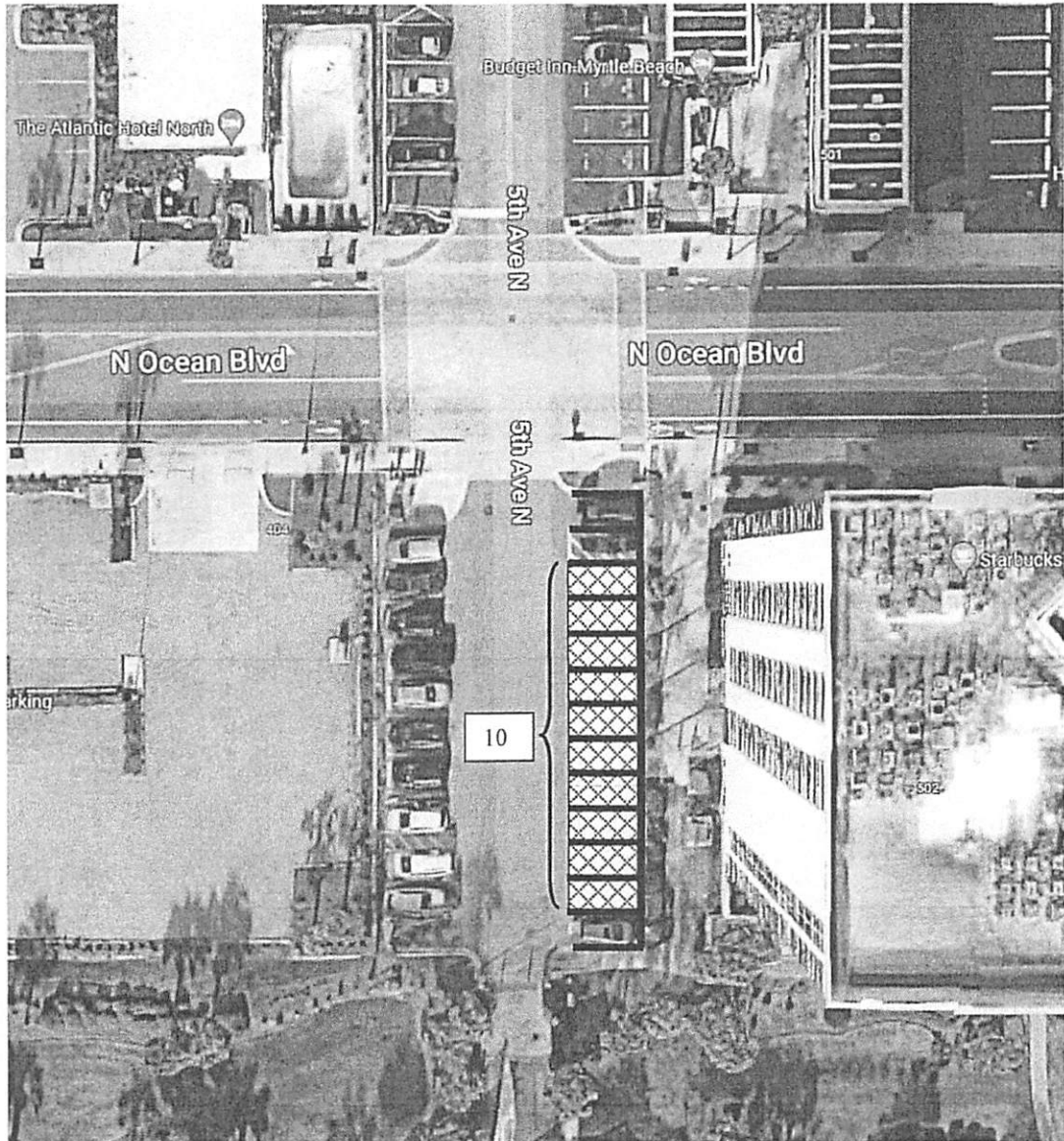
PROBATE

PERSONALLY appeared before me the undersigned witness and made oath that (s)he saw the within named Tenant sign, seal and as his act and deed deliver the within written Lease Agreement; and that (s)he with the other witness subscribed above witnessed the execution thereof.

J. Matthew Brittain
SWORN to before me this
21 day of June, 2022

Katherine A. Miles (L.S.)
Notary Public for South Carolina
My Commission Expires: 10/30/2026

Exhibit A



Client#: 1559261

GRANDSTR

ACORD™

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

6/21/2022

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer any rights to the certificate holder in lieu of such endorsement(s).

PRODUCER USI Insurance Services, LLC 235 Magrath Darby Blvd Ste 325 Mount Pleasant, SC 29464 843 573-2600	<table border="1"> <tr> <td colspan="2">CONTACT NAME: Melissa Rhodes</td> </tr> <tr> <td>PHONE (A/C, No, Ext): 843 573-2600</td> <td>FAX (A/C, No):</td> </tr> <tr> <td colspan="2">E-MAIL ADDRESS: Melissa.Rhodes@usi.com</td> </tr> <tr> <td colspan="2">INSURER(S) AFFORDING COVERAGE</td> </tr> <tr> <td>INSURER A: Aspen Specialty Insurance Company</td> <td>NAIC # 10717</td> </tr> <tr> <td>INSURER B: Everest Indemnity Insurance Company</td> <td>10851</td> </tr> <tr> <td>INSURER C:</td> <td></td> </tr> <tr> <td>INSURER D:</td> <td></td> </tr> <tr> <td>INSURER E:</td> <td></td> </tr> <tr> <td>INSURER F:</td> <td></td> </tr> </table>	CONTACT NAME: Melissa Rhodes		PHONE (A/C, No, Ext): 843 573-2600	FAX (A/C, No):	E-MAIL ADDRESS: Melissa.Rhodes@usi.com		INSURER(S) AFFORDING COVERAGE		INSURER A: Aspen Specialty Insurance Company	NAIC # 10717	INSURER B: Everest Indemnity Insurance Company	10851	INSURER C:		INSURER D:		INSURER E:		INSURER F:	
CONTACT NAME: Melissa Rhodes																					
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INSURER C:																					
INSURER D:																					
INSURER E:																					
INSURER F:																					
INSURED Bayview Resort Holdings LLC c/o Strategic Risk Solutions (; 701 East Bay St Ste 514 Charleston, SC 29403-0000																					

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSR	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> BI/PD Ded:250000 GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC <input type="checkbox"/> OTHER:		CR00GQ422	05/18/2022	05/18/2023	EACH OCCURRENCE \$1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$100,000 MED EXP (Any one person) \$0 PERSONAL & ADV INJURY \$1,000,000 GENERAL AGGREGATE \$2,000,000 PRODUCTS - COMP/OP AGG \$2,000,000 COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS NON-OWNED AUTOS ONLY <input type="checkbox"/> HIRED AUTOS ONLY					BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
B	<input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> OCCUR <input checked="" type="checkbox"/> EXCESS LIAB <input checked="" type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input type="checkbox"/> RETENTION \$		XC1EX00515221	05/18/2022	05/18/2023	EACH OCCURRENCE \$5,000,000 AGGREGATE \$5,000,000 PER STATUTE <input type="checkbox"/> OTH-ER <input type="checkbox"/> E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? <input type="checkbox"/> Y/N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N/A				

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

407 30th Avenue North, Myrtle Beach, SC 29577 Certificate Holder is an additional insured with respects to encroachment liability for this location.

CERTIFICATE HOLDER

CANCELLATION

City of Myrtle Beach PO Box 2468 Attn: City Manager Myrtle Beach, SC 29578-2468	<p>SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.</p> <p>AUTHORIZED REPRESENTATIVE</p> <p><i>Paula B. Bulman</i></p>
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